



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 28, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with LRS Architects, Inc for Design Services for the Clackamas County Fairground and Event Center Multiuse Building Project, and approval of an assignment addendum, assigning the contract to the Clackamas County Fair Board. Funding is through the Fair Board’s State American Recovery Plan Act funding through the State of Oregon. Total contract value is \$439,714. County General Funds are not involved.

Purpose/Outcome	Contract will provide project management, plans, specifications, and estimation design services for Fairground and Event Center Multiuse Building project.
Dollar Amount and Fiscal Impact	\$439,714.00. This project is included in the FY 22/23 budget for the Fair and Event Center.
Funding Source	Funding is through the Fair Board’s State American Recovery Plan Act (ARPA) pledges to the project by Senator Bill Kenemer and Representative Christine Drazan, in the amount of \$4.79 million total. (Other secured project funding includes \$245,000 from the Fair Foundation for a total of \$5.035 million).
Duration	Expiration 12/31/2023
Previous Board Action/Review	This item was last reviewed by the Board of County Commissioners (BCC) and the Fair Board in a joint meeting in October 2021. In May of 2022, the BCC discussed this project in the context of a number of capital construction projects under consideration.
Strategic Plan Alignment	<p>1. How does this item align with your department’s Strategic Business Plan goals?</p> <p>This project aligns with the department’s Strategic Business Plan goals by contributing to the experience of a Clackamas County tradition and providing life-long memories for generations to come.</p> <p>2. How does this item align with the County’s Performance Clackamas goals?</p> <p>This project meets several Performance Clackamas goals namely Growing a Vibrant Economy, Building a Strong Infrastructure, and Building Public Trust through Good Government, by reinvesting in the County Fairgrounds which have served generations of Clackamas County residents.</p>
Counsel Review	<p>1. Date of Counsel review: July 18, 2022</p> <p>2. Initials of County Counsel performing review: ARN</p>

Procurement Review	1. Was the item process through Procurement? Yes.
Contact Person	Sarah Eckman, DTD Assistant Director, 503-894-3135
Contract No.	6640

Background:

The Clackamas County Fair and Event Center (CCFEC), located at 694 NE 4th Ave., Canby Oregon 97013, has occupied this site since 1906. The Campus is comprised of approximately 39 acres, with 6 major and several smaller ancillary structures, including a rodeo arena, camping area, and livestock stalls.

In addition to the annual, week-long Clackamas County Fair, the CCFEC hosts several events, competitions, and showings throughout the year, and rents spaces for other community and private activities on request. Several of these events take place in one or more of the current structures, but additional space located under one roof for some of the larger events has been identified and is needed after the loss of the Livestock Barn in 2014.

The proposed Multi-use Building will, in part, become the replacement for the 1924 Livestock Barn that received major damage from a 2011 snow storm, and was subsequently deemed unsafe and deconstructed in 2014. Temporary structures have been used for the annual fair while funding was secured for a replacement building. The Fair Board envisions the proposed structure will fulfil multiple needs, including a livestock barn, assembly area, vendor display area, and show arena for various items, as well as taking an expanded role as an evacuation point during a disaster, offering temporary services to displaced local residents, pets, and livestock. With the recent wildfires that Clackamas County endured in 2020, the CCFEC was used as a fire evacuation area where people, pets, and livestock sheltered.

The purpose of this contract is to retain the services of a team of professional Consultants with direct experience in fairground, event center, or exposition building conceptual design, planning and permitting, and course of construction work. Consultants will work closely with the identified stakeholders to develop a full set of construction documents based upon initial building designs started by the CCFEC staff.

Clackamas County conducted the procurement for this contract; however, the Fair Board, consistent with the Fair Management agreement between Clackamas County and the Fair Board, intends to oversee and manage the contract once approved. To accomplish this, County Counsel recommends that the Board of County Commissioners approve the contract with LRS Architects, and simultaneously approve an assignment addendum that assigns responsibility for the contract to the Fair Board.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on December 9, 2019. Proposals were opened on April 13, 2022. The County received two (2) Proposal: LRS Architects, Inc and COLE Architects. An evaluation committee of 5 members scored LRS Architects, Inc.'s proposal the highest and confirmed their capability of performance. Upon Contract award, the final statement of work was negotiated and finalized. Project fees were negotiated and based upon Negotiated Billing Rates.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Personal Services Contract with LRS Architects, Inc. for the Design Services of the Clackamas County Fairground and Event Center Multiuse Building Project in the amount of \$439,714.00, and also approve the assignment addendum, assigning responsibility for the contract to the Clackamas County Fair Board.

Sincerely,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman
Assistant Director, DTD



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #6640**

This Personal Services Contract (this “Contract”) is entered into between LRS Architects, Inc. (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Clackamas County Fairground.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on December 31, 2023.
- 2. Scope of Work.** Contractor shall provide the following personal services: Design Services for the Clackamas County Fairground and Event Center Multiuse Building (“Work”) further described in **Exhibit A.**
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred thirty-nine thousand seven hundred fourteen dollars (**\$439,714.00**), for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A. The Contract’s maximum not-to-exceed amount includes the total of all allowable and reimbursable costs and expenses, including optional Contingency Tasks (as defined in Exhibit A). Contractor may only perform Contingency Tasks upon the written approval by the County.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Brian Crow.

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and the Assignment Addendum to be executed contemporaneously herewith.

7. Contractor and County Contacts.

Contractor Administrator: Steve Mileham Phone: 503-806-5146 Email: smhileham@lrsarchitects.com	County Administrator: Brian Crow Email: BrianC@ccfairevents.com
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s negligent acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours

after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract. If County modifies the Work Product on this or on another project without Contractor's prior written consent, then County shall assume all risks attendant in such use.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that

the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. PUBLIC CONTRACTING REQUIREMENTS. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person’s services unless the County provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature page to follow.

**ASSIGNMENT ADDENDUM TO
TO THE CONTRACT DOCUMENTS WITH LRS ARCHITECTS, INC.**

This Assignment Addendum is entered into between LRS Architects, Inc. ("Contractor"), Clackamas County ("County"), and the Clackamas County Fair Board ("Fair Board"). This Assignment Addendum is attached to, and incorporated into, the contract between Contractor and County executed contemporaneously herewith ("Contract"). As used below, "Contract" means this Assignment Addendum and the Contract.

The Fair Board has agreed to assume the County's obligations under the Contract including, but not limited to, making payments to Contractor.

On or after July 28, 2022, or at such other time as either the Fair Board or County may determine (the "Effective Date"), all of County's rights, title, interest, responsibilities, and other obligations will be assigned from County to the Fair Board. By execution of this Assignment Addendum, the Fair Board hereby accepts such assignment and assumes and agrees to be bound by the terms of the Contract as of the date of the Effective Date. Following the Effective Date, the County will have no further obligations to Contractor under the Contract.

Clackamas County Fair Board



Authorized Signature Date

7/19/22


Brian Crow - Executive Director
Printed Name

Clackamas County

Authorized Signature Date

Printed Name

LRS Architects, Inc.



Authorized Signature Date

7.19.22

Stephen Mileham, Senior Principal
Printed Name

**EXHIBIT A
SCOPE OF WORK**

CLACKAMAS COUNTY FAIRGROUND AND EVENT CENTER
MULTI-USE BUILDING PROJECT



FEE PROPOSAL

LRS ARCHITECTS
IMEG CORP.
INTERFACE ENGINEERING
3J CONSULTING
ACC COST CONSULTANTS



MAY 24, 2022

INITIAL INFORMATION

Exhibit A

DATE

May 24, 2022

PROJECT

222033
Clackamas County
Fairground and Event
Center Multi-Use Building
Canby, Oregon

OWNER

Clackamas County Fair
Company
694 NE 4th Avenue
Canby, Oregon

Project Description

1.1 OWNER'S PROGRAM

LRS Architects Inc. (LRS) services are for the design of a 49,000 SF Multi-Use pre-engineered steel building to be located on the Clackamas County Fairgrounds.

1.2 PROJECT'S PHYSICAL CHARACTERISTICS

The project will be sited approximately as indicated on the Request for Proposals Attachment B (Proposed Barn- Option A). The description of the project is outlined in the Clackamas County Request for Proposals #2022-30 dated April 13, 2022, Introduction and Background:

"INTRODUCTION

Clackamas County Facilities Management ("CCFM"), hereafter referenced as "County", is seeking the services of a qualified Architectural and/or Engineering firm(s) hereafter referenced as "Consultant", to provide architectural services, structural, civil, mechanical, electrical and plumbing engineering and design for a proposed 49,000 square-foot multi-use, pre-engineered, steel framed structure to be built at the Clackamas County Fair and Event Center ("CCFEC") in Canby, Oregon."

"PROJECT UNDERSTANDING

The proposed Multi-use Building shall be based on a pre-engineered steel structure, ideally sourced from a local supplier, which most closely matches the needs and anticipated uses as determined by the CCFEC. The proposed building site shall be in the same general location the Livestock Barn occupied until 2014. Design attributes shall include but are not limited to a covered, main portico with full-length verandah on the main entry side, restrooms, storage, small office space, multiple overhead doors, and storefront windows and doors. The completed project must also meet or exceed existing codes and guidelines, as well as include sustainable elements worth a minimum of 1.5% of the project cost per state law."

Project Information

1.3 OWNER'S BUDGET

The preliminary estimated (hard) cost of the construction work for the building and site has not been estimated. In the RFP, the County has requested a cost estimate by the LRS team (ACC) at the end of Schematic Design and one at a date to be determined.

1.4 PROJECT SCHEDULE & SERVICES TIMELINE:

The project schedule will be determined. The RFP requests:

“Project Schedule: The Project includes both design and engineering and construction services as described. Funding for this project, including site work, must be used or exhausted no later than 30 June, 2024. Due to the current extended lead time for procurement of materials, the phase durations are assumed to be from May 2022 through October 2022 for the completion of design tasks, with Bidding and Construction occurring between October 2022 and June 2024.”

Some of the schedule tasks will be controlled by others (Jurisdictions having authority over the project and Contractors). In order to expedite the schedule, the LRS Team will propose to proceed with Construction Documents At Risk during the Land Use Review phase with the potential that conditions of approval may require changes in service. A draft for the project schedule will be prepared for approval by the County.

1.5 DELIVERY METHOD

The owner intends to publicly bid the project.

1.6 SUSTAINABLE DESIGN

LRS' standard basic services include designing the project to meet current energy code requirements, as well as LRS' fundamental sustainable design considerations (at LRS' discretion). LRS' fundamental sustainable design considerations may add negligible construction cost or no additional construction cost. Photovoltaic panels will be designed for the project to meet the 1.5% of the project cost minimum per state law. Any other sustainable design, documentation, or certification beyond LRS' fundamental services for sustainable design will be Additional Services.

1.7 OWNER'S REPRESENTATIVE

The Owner identifies Steve Bloemer, Construction Manager, Clackamas County as the County's initial representative. The County representative during the project may change.

1.8 OWNER'S REVIEWERS

No additional County staff are initially required to review the Architect's submittals to the Owner. Additional County reviewers during the project may change.

1.9 CONSULTANTS AND CONTRACTORS RETAINED BY OWNER

The Owner shall retain the following consultants and contractors. Any delay in the receipt of required information may require Additional Services.

- Automatic sprinkler system design services are not included in this agreement and will be designed by a design/build subcontractor under the preselected general contractor. LRS basic services include the time required to incorporate basic sprinkler design elements into the design documents. This is contingent on the receipt of sprinkler design information being given to LRS by the date requested by LRS.
- The survey is required to be completed and provided to LRS by the owner by the beginning of the schematic design phase in order to integrate the information into the design. The survey shall meet the standards for ALTA

ACSM Land Title Surveys and shall show identification of all trees over 6" diameter and up to 20' outside of the site.

- The geotechnical report is required to be completed and provided to LRS by the owner by the beginning of the design development phase in order to integrate the information into the design.
- If a traffic report is required, it is required to be completed and provided to LRS by the owner by the date requested by LRS.
- An authorized air barrier verification and inspection consultant will be required to coordinate with LRS in the Design Development and Construction Document phase, and for inspections during construction.

1.10 ARCHITECT'S REPRESENTATIVE

The Architect identifies the following representative:

- Brian Dueltgen, Senior Architect

1.11 CONSULTANTS RETAINED BY THE ARCHITECT

See Exhibit B and Exhibit C identifying consultants retained under Basic Services and Supplemental Services:

1.12 BUILDING INFORMATION MODELING AND DIGITAL DATA EXHIBIT

See The LRS Building Information Modeling and Digital Data Exhibit, to establish protocols for the development, use, transmission, and exchange of digital data, is attached hereto as Exhibit F.

DETAILED SCOPE OF SERVICES

Exhibit B Architectural Services

This Exhibit outlines LRS Architects' services by phase. Basic Services, as well as any Supplemental Services. Any services beyond those included here may be Additional Services.

3.0 General

CONSULTANTS RETAINED UNDER LRS ARCHITECTS, INC.

- See the Basic Services and Supplemental Services Sections and the attached Project Fee Schedule for the consultants retained under LRS. See below for a detailed description, itemization and limitations of services.

GENERAL TERMS

- **Services:** LRS, and other consultants retained by LRS, will perform basic services during the following sequential project phases: Discovery (D), Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding/ Permitting (BP), and Construction Administration (CA).
- **Deliverables** may include designs, drawings and specifications (instruments of service), and other documentation as deemed necessary by the jurisdictions, owner and architect.
- **Basic, Supplemental, and "Additional Services/ Exclusions"** are as noted in this Agreement and in the consultant proposal attachments. Basic services are services that are typically provided on most projects of this type and size in this location. Basic services include typical Architectural, Structural, and Mechanical/Electrical/Plumbing (MEP) services in the D, SD, DD, CD, BP, and CA phases. Supplemental services are various other services beyond basic services that are specifically required for a particular project during various phases of the project. The Architect or any other consultant may provide supplemental services.
- **Services are limited to on-site design.** Any off-property site design is not provided unless specifically noted in this Agreement, in the Supplemental Services section, or in an attached consultant service proposal.
- **The Project Fee Schedule** attachment legend lists various billing methods proposed and noted for the services.

VALUE ENGINEERING

- **Value Engineering** is a process by the owner, general contractor, Architect, and/or consultants to control projected construction costs, which may include modifying the quantity and/or quality of materials used to build the project. Any Value Engineering that requires changes to the design or documentation produced at the end of a phase (SD, DD or CD) by LRS or LRS' consultants may require Additional Services. Revisions to the design or documents required or requested for value engineering during CA are Additional Services.

OWNER INITIATED REVISIONS

- **Owner-Initiated Revisions** may be allowed within limits during the design phases (schematic design, design development, and construction documents), provided that the changes are not substantial or time-consuming as determined by LRS. These revisions are limited to minor owner changes to floor plans, elevations, and/or other minor design elements (changes other than value engineering) that continue to complete the design from previous design phases. Services that require revisions to the design or documents necessitated due to owner changes may be Additional Services as determined by LRS and LRS' consultants.

3.1 Basic Services Description – LRS Architects

Services listed in the phases in this Section 3.1 below are from the RFQ response. Modifications to that response shown below (strikeouts and additions in blue) represent LRS' specific services. See Exhibit F, Meeting Schedule, for included meetings.

DISCOVERY

The Discovery phase is critical to accurately confirm the anticipated needs and use scenarios. The LRS Team will review zoning issues, evaluate infrastructure, and confirm other regulations that will affect the building. Key tasks include:

- **Kick-off Meeting D.1** (with notes) to discuss expectations, needs and opportunities
- Establish Project Goals and review Project Schedule
- Identify Sustainability Goals and options
- Site observation with CCFEC Project Team
- Collect and review available project information, including previous building designs
- Coordinate with City to confirm zoning and variance strategy
- Research preliminary building and fire code regulations
- **Stakeholder Meetings** as needed (with notes) (one)
- Establish and document Building and Site Program, with comments
- **Project Team Meeting D.2** (with notes) to discuss findings
- Regular communication between CCFEC Team and LRS Project Manager.

SCHEMATIC DESIGN

Based on the approved Building and Site Program, the LRS Team will utilize our extensive experience on multi-purpose buildings to design a durable and flexible building. LRS approaches design collaboratively, and will incorporate comments and feedback from the County Project Team, stakeholders and the Operations staff. The LRS Team will develop a Schematic Design (SD) that meets the use and budget needs, and anticipates the structure and building systems early in the design. Key elements of the SD phase include:

- Conceptual Site Plan that addresses infrastructure, site constraints and zoning
- **Project Team Meeting SD.1** (with notes) to discuss/ confirm site issues and ideas
[Pre-Application Conference](#)
- Sustainability review to confirm strategy, opportunities and targets
- Schematic Building Floor Plan and preliminary 3D views of the building model
- Schematic Design Section and Elevations showing proposed clearances and materials
- ~~Conceptual Structural, Civil and MEP engineering diagrams and descriptions~~ (see consultant proposals)
- **Project Team Meeting SD.2** (with notes) to present Schematic Design
[Neighborhood Meeting](#)
- Revise Schematic Design drawings to address Project Team comments
- **Stakeholder Meetings** as needed (with notes)
- **Project Team Meeting SD.3** (with notes) to present revised Schematic Design
[100% Schematic Design Meeting](#)
- In-house quality control review of the Schematic Design package

- Provide Final Schematic Design package
- Provide SD level Cost Estimate with recommended options for cost savings (see ACC proposal)
- Confirm Project Schedule with any updates
- Regular communication between CCFEC Team and LRS Project Manager
- Coordinate with the City regarding Land Use process and building code issues
- Prepare Land Use Application and submit for Canby Land Use Review

DESIGN DEVELOPMENT

Based on the approved Schematic Design, the LRS Team will finalize the character, materials and systems, and continue to develop the design and details of the project. Key elements of the DD phase include:

- Manage Land Use Review process to gain approval
- Design Development Architectural plans, sections, elevations, and preliminary details
- ~~Design Development level Structural, Civil and MEP drawings (see consultant proposals)~~
- Updated 3D views of the building model
- Confirm Sustainability strategy
- **Project Team Meeting DD.1** (with notes) to present DD drawings and 3D views
[50% Design Development Meeting](#)
- Revise Design Development drawings to address Project Team comments
- Preparation of preliminary specifications based on County Standards
- Prepare final Design Development package including all drawings and specifications
- In-house quality control review of the Design Development package
- **Project Team Meeting DD.2** (with notes) for final DD approval (See Land Use Hearings under [Supplemental Services below](#))
- Provide 100% DD level Cost Estimate, if requested (see ACC proposal)
- Review Project Schedule with any updates
- Regular communication between CCFEC Team and LRS Project Manager

CONSTRUCTION DOCUMENTS

Following approval of the Design Development package, the LRS Team will document the necessary drawings, details and specifications for bidding, permitting, and for the construction of the project. Key elements of the CD phase include:

- Incorporation of any revisions requested at the end of the DD phase
- Refinement and detailing of all materials and systems
- Updated 3D views of the building model
- **Project Team Meeting CD.1**- 50% CD Page Turn Meeting (with notes)
- Provide 50% CD level Cost Estimate, if requested (see ACC proposal)
- Final Construction Documents package with drawings, specifications for all disciplines
- In-house quality control review of the Construction Documents package
- **Project Team Meeting CD. 2**- 90% CD Page Turn Meeting (with notes)
- Provide 90% CD level Cost Estimate, if requested (see ACC proposal)
- Regular communication between CCFEC Team and LRS Project Manager

BIDDING & PERMITTING ASSISTANCE

The Permitting package will include the approved Construction Documents for the Building Permit. The LRS Team will assist the Project Team in applying for permits and will respond to any questions from reviewing authorities.

The LRS Team will also provide these documents to the County for bidding distribution to Plan Centers and for on-line uploads. [There will be up to two \(2\) permit/bid packages- one for the building shell and underground utilities, and one for the interior tenant improvements \(and site finishing\).](#) Key elements of the Bidding and Permitting phase include:

- Timely response to any questions from the jurisdiction
- Timely response to clarification or substitution requests during bidding
- Preparation of any required addenda
- Assist the County with Construction Bid review and Contractor selection
- Issue Addenda as required

CONSTRUCTION CONTRACT ADMINISTRATION

LRS will provide services for the administration of the construction contract and closeout of the warranty period. Key elements include:

- Timely review of any RFIs, and maintenance of RFI Log
- Timely review of qualified substitution requests and maintenance of Substitution Log
- Timely review of submittals and maintenance of Submittal Log
- Timely review of pay requests, if required
- [Ten \(10\) Site visits on periodic basis](#) with site observation reports
- Coordination of LRS' consultants for their periodic site visits
- Final site observation and a punch list of outstanding items required for correction
- Review of final Operations & Maintenance manuals and record drawings
- On-going updates of directed changes and incorporation into final Record Drawings
- 1 year warranty review walk-through and observation report
- [One \(1\) review of each Shop Drawing, Product Data item sample and similar submittals of the Contractor](#)

3.2 Basic Services Description - LRS Consultants

STRUCTURAL ENGINEERING

- See the attached memo from [IMEG](#), dated [May 17, 2022](#), for their descriptions, assumptions, and limitations of service.

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING

- See the attached memo from [Interface Engineering](#), dated [May 24, 2022](#), for their descriptions, assumptions, and limitations of service.

3.3 Supplemental Services

CIVIL ENGINEERING

- See the attached memo from [3J Consulting](#), dated [May 18, 2022](#), for their descriptions, assumptions, and limitations of service.

COST ESTIMATING

- See the attached memo from **ACC Cost Consultants**, dated **May 12, 2022**, for their descriptions, assumptions, and limitations of service.

LRS ARCHITECTS- LAND USE REVIEW (LUR)/ DESIGN REVIEW

3J Consulting will coordinate, assemble, and submit the Land Use Review package. LRS will coordinate with 3J Consulting to provide additional documents, drawings and narratives, and will attend meetings as follows:

- Coordinate with 3J Consulting on the application and submittal requirements
- Provide Land Use submittal drawing exhibits that may include site plan, floor plan (for reference), exterior elevations, and up to (2) (non-photo realistic) renderings
- Provide Land Use building narrative to supplement submittal narrative as requested
- Provide exterior material board if required
- Attend to up to two (2) public meetings that may include Planning Commission hearings, Land Use Review (LUR) hearings, and/or Design Review (DR) hearings

3.4 Clarifications

AS-DESIGNED RECORD DRAWINGS

- As-Designed record drawings of the project are included for LRS Architects in the basic services.
- As-Designed record drawings prepared by the architect are based on drawing changes made by LRS and LRS' consultants during construction. Any as-built redlines provided by the contractor to the Architect do not reflect the Architect's knowledge or opinions of the as-built conditions of the project.
- There shall be no representations or warranties assumed that the record drawings accurately reflect as-built conditions or are in accordance with the contract documents. As-designed record drawings are in no way intended to reflect every actual condition as constructed.
- Refer to consultant proposals for as-designed drawings for civil, structural, and mechanical/ electrical/ plumbing consultants.

MEETINGS

Meetings and attendance by LRS Architects and Consultants included in the scope of services are shown on the attached Exhibit F, Meeting Schedule dated May 24, 2022.

3.5 Additional Services/ Exclusions

Any services not listed or specifically noted, or in excess of the quantities listed in the scope of work above or in the consultant proposals are not included. Some of these services may be added to the scope as Additional Services, upon request. The excluded services may include:

- Additional programming or program elements (rooms, features, functions)
- Marketing materials or leasing plans or diagrams
- Graphics, design, or signage design, selection or location (other than those required for Building Permit), or graphics consultant selection assistance

- Value Engineering
- Low Voltage/ Data and Fire Suppression will be by others under separate permit
- Any photo-realistic renderings
- Interior design or finishes (other than simple, ceiling, wall, floor and base materials selection and colors)
- Furniture, Fixture or Equipment selection
- Evacuation Plans
- Energy Code Analysis other than Oregon Energy COMcheck
- LEED Sustainable Design Consultation and Commissioning (or other sustainable certification processes such as Green Globes, etc.)
- General Contractor Selection Assistance (develop interview questions, attend interviews, evaluate proposals)
- Permit fees or any other fees required by the jurisdiction
- Additional bid or permit packages or partial permit packages beyond the two (2) stated above (such as separate grading permit, foundation permit, demolition permit)
- Post-Construction Services

PROJECT FEE SCHEDULE

Exhibit C

May 24, 2022

	DISCOVERY (D)	SCHEMATIC DESIGN (SD)	DESIGN DEVELOPMENT (DD)	CONSTRUCTION DOCUMENTS (CD)	BIDDING AND PERMITTING (BP)	CONSTRUCTION ADMINISTRATION (CA)	SUBTOTAL	REIMBURSABLES	TOTAL
BASIC SERVICES									
ARCHITECTURAL SERVICES									
US Architects Architecture	\$9,500	\$14,500	\$20,900	\$72,300	\$8,500	\$39,900	\$164,400	FF \$2,500	\$166,900
STRUCTURAL ENGINEERING SERVICES									
IMEG Structural Engineering		\$3,500	\$5,250	\$17,500	\$1,750	\$7,000	\$35,000	FF \$500	\$35,500
MECHANICAL/ELECTRICAL/PLUMBING ENGINEERING SERVICES									
Interface Engineer Mechanical/ Electrical/ Plumbing Engineering		\$7,000	\$10,100	\$21,100	\$1,500	\$13,300	\$53,000	FF \$250	\$53,250
SUPPLEMENTAL SERVICES									
CIVIL ENGINEERING SERVICES AND PLANNING									
3J Consulting Planning (Land Use)	\$1,700	\$1,800	\$18,100	\$28,500	\$20,600	\$18,500	\$271,600	FF \$101,300	\$125,400
Civil Engineering	\$3,700	\$4,200	\$25,800	\$28,500	\$20,600	\$18,500	\$122,900	FF \$2,500	\$125,400
SUBTOTAL	\$5,400	\$6,000	\$43,900	\$28,500	\$20,600	\$18,500	\$122,900	FF \$2,500	\$125,400
COST ESTIMATING									
ACC Cost Consult Cost Estimating- SD + 60% CDS		\$14,493		\$17,356			\$31,849	FF \$14,715	\$46,564
Option for DD Estimate			\$14,715	\$17,356			\$31,849	FF \$2,500	\$49,064
SUBTOTAL	\$0	\$14,493	\$14,715	\$17,356	\$0	\$0	\$46,564	FF \$2,500	\$49,064
ARCHITECTURAL LAND USE SERVICES									
US Architects Architectural Land Use services			\$9,500				\$9,500	FF	\$9,500
Total Project Fees							\$431,464	FF \$8,250	\$439,714

NOTES

1. Refer to the consultant fee proposal letters for assumed scope of work, limitations and exclusions.
2. Other consultant services (landscape design, air barrier verification and inspection consultant etc.) are not included.

LEGEND

MC (Architect) - Not included in Contract
 FF - Fixed Fee - Services fixed and billed monthly, based on the percentage of completion of each phase of the scope of services listed above



222033 | Clackamas County Fair Multi-Purpose Building

RATES & REIMBURSABLES

Exhibit D (2022)

HOURLY BILLING RATES

Managing Principal / Senior Principal	\$ 225.00
Principal	\$ 200.00
Associate Principal / Sr. Project Manager / Interiors Sr. Project Manager	\$ 180.00
Project Manager 1 / Interiors Project Manager 1	\$ 155.00
Project Manager 2 / Interiors Project Manager 2	\$ 145.00
Project Manager 3 / Interiors Project Manager 3	\$ 135.00
Senior Architect	\$ 170.00
Senior Interior Designer	\$ 160.00
Architect 1 / Interior Designer 1	\$ 140.00
Architect 2 / Interior Designer 2	\$ 130.00
Architect 3 / Interior Designer 3	\$ 120.00
Job Captain 1 / Interiors Job Captain 1	\$ 135.00
Job Captain 2 / Interiors Job Captain 2	\$ 125.00
Job Captain 3 / Interiors Job Captain 3	\$ 115.00
Project Staff 1 / Interior Staff 1	\$ 110.00
Project Staff 2 / Interior Staff 2	\$ 100.00
Project Staff 3 / Interior Staff 3	\$ 90.00
BIM Manager	\$ 135.00
Specification Writer	\$ 130.00
Sr. Admin Staff	\$ 115.00
Visualizer	\$ 130.00
Graphic Designer	\$ 90.00
Administrative Staff	\$ 85.00
Project Coordinator	\$ 85.00

PRINTING	B&W	COLOR
8-1/2 x 11 Letter	\$ 0.15	\$ 1.50
8-1/2 x 14 Legal	\$ 0.15	\$ 1.50
9 x 12 ARCH A	\$ 0.15	\$ 1.50
11 x 17 Tabloid	\$ 0.30	\$ 2.00

PLOTTING	B&W	COLOR	SCANS
12 x 18 ARCH B	\$ 2.25	\$ 9.00	\$ 2.50
18 x 24 ARCH C	\$ 4.50	\$ 18.00	\$ 5.00
24 x 36 ARCH D	\$ 9.00	\$ 36.00	\$ 8.00
30 x 42 ARCH E1	\$ 13.00	\$ 52.50	\$ 12.00
36 x 48 ARCH E	\$ 18.00	\$ 72.00	\$ 15.00

Other expenses such as digital media, rental cars, transportation, lodging, communications, collaboration software, jurisdictional charges, state and local taxes, deliveries, and other miscellaneous items as requested and/or approved by the Owner are billed per contractual agreement. Mileage is billed at the current IRS rate.

Reimbursable expenses are in addition to compensation and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Hourly billing rates and printing/plotting rates may be adjusted annually.

BIM & DIGITAL DATA

Exhibit E

1 General

1.1 The parties will use this Exhibit which establishes the protocol and procedures the parties agree to follow with respect to the development, use, transmission, and exchange of all digital data.

1.2 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in this exhibit, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

1.3 In lieu of implementing the LRS Building Information Modeling and Digital Data Exhibit and upon mutual agreement of the parties, the AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or other mutually accepted written protocols and procedures may be implemented to establish the protocols and procedures with respect to the development, use, transmission, and exchange of digital data.

1.4 Signatures may be made by electronic methods to the fullest extent as permitted by applicable law of the local jurisdiction or the State professional licensing requirements.

1.5 Digital data with text, data, graphics or other types of data that are furnished by the Architect to the Owner, Owner's representatives, Owner's consultants or Contractor(s) are in the Architect's data format of AutoCAD, Microsoft, Revit and other data formats used by the Architect. Modeling, Bluebeam, model management and other digital data will be utilized as per the terms in this Agreement and at the Architect's sole discretion.

1.6 The Architect and consultants under the Architect may utilize and/or implement BIM at their own discretion. The BIM services provided by the Architect and consultants under the Architect will be consistent with the professional skill and care ordinarily provided by Architects and consultants under the Architect implementing the use of BIM.

2 Data Definitions

2.1 Digital Data. Digital Data is defined as all information, communications, drawings, or designs created or stored for the Project in digital form, including the original transfer and any updated transfers of the digital data during the Project duration.

2.2 Confidential Information. Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

3 Transmission of Digital Data

3.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

- 3.2** The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.
- 3.3** The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.
- 3.4** Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project and nothing contained in this Section conveys any other right to use the Digital Data for another purpose.
- 3.5** To the fullest extent permitted by law, the receiving party shall indemnify, defend and hold harmless the transmitting party from and against all claims, losses, damages, liabilities and costs (including attorney fees and costs at trial, arbitration and on appeal) arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data.
- 3.6** Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring digital data the Architect or his consultants makes no representations as to long-term compatibility, usability, or readability of digital data resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Architect at the beginning of this assignment.
- 3.7** As an Additional Service, Architect may agree upon request to provide Owner with electronic files containing the information on Architectural drawings to the extent they have been prepared and updated on BIM or Computer Aided Drafting and Design (CADD). Architect reserves the right to remove all indicia of ownership and/or involvement from each electronic display, and to write-protect the disks. This electronic information will be used solely by Owner in connection with its facilities management for the Project.
- 3.8** Any use of BIM or CADD digital data without written verification or BIM or CADD adaption by Architect for the specific purpose intended, will be at the Owner's sole risk and without liability or responsibility of Architect or its consultants. Any such verification or adaption will entitle Architect to further compensation at rates to be mutually agreed upon by Owner and Architect, and documents for which compensation is paid will be issued in hard copy and will be stamped by Architect or its consultant(s), as appropriate. In the event Owner uses such media without written verification or BIM or CADD adaption by Architect, Owner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Architect and its consultants from all claims, damages, losses, liabilities and expenses including without limitation attorneys' and experts' fees at trial, arbitration and on appeal, arising from or relating to such use of electronic media.

CONSULTANT PROPOSALS

Exhibit G



May 17, 2022, Rev. 1

Steve Mileham
LRS Architects
720 NW Davis, Suite 300
Portland, OR 97209

RE: Proposal for Engineering Services
Clackamas County Fair Multi-Purpose Building
Canby, Oregon

Dear Steve:

Thank you for the opportunity to submit a Proposal for structural engineering services limited to the foundations, slab on grade and ancillary elements for a new multi-purpose 50,000-sf building on the Clackamas County Fairgrounds. The building is anticipated to be a one-story pre-engineered metal building (PEMB) supported on concrete foundations with a concrete slab on grade and ancillary restrooms with storage mezzanines above. The PEMB supplier would be responsible for the design and detailing of the building enclosure.

Schedule

We understand that the schedule is in development, but that the tentative milestones are:

Task Name	Start	Finish
Notice To Proceed	Mon 5/23/22	Mon 5/23/22
Design	Mon 5/23/22	Fri 9/1/23
Schematic Design	Mon 5/23/22	Fri 7/22/22
Design Development	Fri 7/22/22	Fri 10/14/22
Land Use Permitting	Fri 10/14/22	Tue 4/11/23
Land Use Permit		Fri 4/11/23
Construction Documents	Sun 1/1/23	Fri 4/14/23
Permitting	Mon 4/17/23	Fri 9/1/23
Building Permit		Fri 9/1/23
Construction	Fri 9/1/23	Fri 5/1/24

We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Limited structural systems including:
 - a. Design foundations.
 - b. Design slab on grade.
 - c. Design perimeter CMU wall base.
 - d. Establish testing, tolerance, and quality control requirements for these elements and systems.
 - e. Prepare applicable structural specifications and/or general notes for these elements and systems.
 - f. Prepare contract documents that are suitable for pricing and construction purposes.
2. Assist the Owner in establishing requirements for design of the superstructure by others.
3. Review final reactions, base plate, and anchor bolt layout from Owner-supplied superstructure shop drawings. If necessary, revise foundation design based on this review.

BIDDING/NEGOTIATION PHASE SERVICES

1. Prepare addenda information as required related to IMEG's design scope.

CONSTRUCTION PHASE SERVICES

1. Contract administration related to IMEG's scope of work including:
 - a. Answer Contractor questions and Requests for Information (RFI's).
 - b. Review shop drawing submittals for items requested in the contract documents related to IMEG's design scope.
2. Conduct up to three job site observation(s) during construction.

ASSUMPTIONS

1. Documents prepared by IMEG will be prepared based upon estimated foundation reactions, base plate sizes, and anchor bolt layouts. It is understood that each superstructure building (PEMB) supplier has various structural configurations that may result in substantially different foundation reactions, base plate sizes, and anchor bolt layouts. The Owner agrees not to commence foundation and slab construction until:
 - a. The Owner has supplied superstructure shop drawings indicating the final foundation reactions, base plate size and anchor layout.
 - b. IMEG has had a reasonable amount of time to review the shop drawings and make any necessary revisions to the foundation and slab-on-grade design.
2. The Owner will supply a geotechnical report indicating allowable foundation and slab pressures. As a Special Occupancy Structure, a site-specific seismic report will be required. The report shall



be prepared specifically for this project and be by a licensed Geotechnical Engineer in the state in which the work is to be performed.

3. The soils will be suitable to support the slab-on-grade without the need for an intermediate foundation system or a structural slab-at-grade.
4. The Owner will supply anticipated loads on the slab, including load magnitudes, patterns/spacings (such as for heavy storage racks), and cut sheets for forklifts.
5. The Owner will indicate what (if any) special floor flatness and levelness requirements are desired.
6. IMEG will stamp and seal the foundation and slab-on-grade drawings but will not be designing the superstructure nor will be acting as the Engineer of Record for the building.
7. IMEG formatting standards for drawings and specifications will be used. Drawings will be prepared using AutoCAD compatible programs with our standard layering. Specifications will be prepared in Microsoft Word.
8. Reproducible construction documents will be delivered on bond or in electronic format.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$35,000. We will bill monthly based on the level of effort and according to the following phases:

Phase	Fee
Schematic Design	\$3,500
Design Development	\$5,250
Construction Documents	\$17,500
Bidding / Permitting	\$1,750
Construction Administration	\$7,000
Total	\$35,000

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Postage and delivery charges.
2. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, taxi, train, airfare, rental cars, and other out of pocket expenses.
3. Meals and lodging, when required to travel overnight.
4. Reproduction costs of drawings, specifications, and reports.
5. Necessary consultants as approved by Client.



ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Design of the mechanical, electrical, technology or superstructure systems.
2. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
3. Preparing record drawings from mark ups provided by contractors.



**Interface Engineering**

100 SW Main Street, Suite 1600

Portland, OR 97204

TEL 503.382.2266

FAX 503.382.2262

www.interfaceengineering.com

May 24, 2022

Steve Mileham
LRS Architects
720 NW Davis
Suite 300
Portland, OR 97209

Re: Clackamas County Fairgrounds - Multi Purpose Building
Professional Services Proposal

Dear Steve:

Thank you for the opportunity to provide you with our proposal for the Clackamas County Fairgrounds Multi-Purpose building project.

PROJECT DESCRIPTION

Project Owner

Clackamas County
Oregon City, Oregon

Project Location

694 NE 4th Ave
Canby, Oregon

Project Description

This project is the construction of a new multi-purpose building at the Clackamas County Fairground. The building is anticipated to be 49,000 square feet and contains mostly open space along with restrooms, shower rooms janitor closet and storage.

Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective. Renewable energy through PV is included in this scope.

INFORMATION SOURCE

- Based on email from LRS dated January 27, 2022.
- Based on email from Steven Bloemer dated January 28, 2022
- Based on preliminary drawings dated January 26, 2022.
- Based on scope clarification email from LRS dated May 12, 2022

Mechanical and Electrical Engineering
Building Technologies
Commissioning
Energy Consulting
Fire/Life Safety
Lighting Design
Sustainable Design

Portland
San Francisco
Los Angeles
Honolulu
Chicago
Washington, DC

ASSUMPTIONS

Based on our conversation and information received, we understand that this project:

- Will have two bid/construction packets including a site utility/building shell package and a site completion/building TI package.
- Will have two document/construction phases for site utility/building shell package and a site completion/building TI package.
- Project will be developed as a Revit model.
- Project will not be a LEED® project.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

MEETINGS AND DESIGN SITE VISITS

- Conference and video calls with design team, Owner representative, and construction team during design and documentation for coordination, as required.
 - Kick Off Meeting/Concept Plan Review – 3 Engineers
 - Schematic Design – 3 Engineers
 - 50% Design Development – 3 Engineers
 - 50% Construction Documents – 3 Engineers
 - 90% Construction Documents – 3 Engineers

DESIGN SUBMITTALS ONE EACH FOR BOTH PHASE PACKAGES

- Schematic Design (Basis of Design Narrative)
- Design Development (DD Drawings, Preliminary Specifications)
- Final Construction Documents (CD Drawings and Specifications)

CONSTRUCTION COSTS

Total Construction Cost is undisclosed.

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.

Mechanical Engineering Services

Heating, Ventilating, and Air Conditioning Systems

1. Heating and ventilation systems design.
2. Space heating and ventilation design for areas not requiring air conditioning.
3. Building exhaust systems design.

Plumbing Systems



1. Sanitary drainage, vent, domestic water, storm water, and natural gas piping design from 5 feet outside building.
2. Plumbing fixture specifications.

Electrical Engineering Services

Electrical Utilities Coordination

1. Power Utility: Site raceway system, vault/pedestal locations and sizes, revenue meter location/requirements, transformer pad location(s), and available fault current.
2. Telecommunications: Site pathway system, vault locations, and demarcation points.

Building Power Distribution

1. Building power distribution design.
2. Design emergency power distribution system for emergency loads such as egress lighting utilizing engine generator, as the backup source.
3. Design for connection to interior and exterior signage based on information provided by others.
4. Design for connection of mechanical, lighting, and fire/life safety systems.
5. Design for future installation of a photovoltaic system.

Electrical Engineering Studies

1. Preliminary selective coordination analysis for essential branches of the emergency system. Final study to be performed by others.
2. Preliminary fault current analysis. Final fault current and arc flash study to be performed by others.

Lighting Design Services

1. Building interior and exterior lighting design:
 - a. Luminaire schedule.
 - b. Luminaire cut sheets of proposed luminaires.
 - c. Layout of luminaires.
 - d. Coordination with architectural reflected ceiling plan.
 - e. Control of lighting system.
2. State Energy Code lighting compliance calculations. Includes calculation for final layout only.
3. Egress lighting design and illuminated exit sign placement design per IBC requirements, based on a complete and comprehensive egress plan provided by Architect, indicating occupant load calculations and designated egress paths and exit sign locations.

Fire/Life Safety Engineering Services

Fire Protection Sprinkler Services

1. Performance specifications only based state and local code requirements. No drawings are included in this approach.

2. The design will be performed by the contractor. We will review the design for conformance to our specifications.
3. Preliminary sizing of fire main service and coordination with civil engineer. Incoming fire main location shown on plumbing drawings.
4. Riser location and room size estimate.
5. Determination of need for standpipes.
6. State fire code fire flow calculation.
7. Review of adequacy of water supply for fire protection.

Fire Detection and Alarm Services

1. Performance specification only based on state and local code requirements. No device drawings.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.

Building Technologies Systems Design

1. Empty pathways and spaces for the following systems based on information provided by others:
 - a. Network outlet locations.
 - 1) WiFi locations, based upon Owner provided information (Heat Mapping).
 - b. Security systems:
 - 1) Access Control.

CONSTRUCTION ADMINISTRATION AND BIDDING/NEGOTIATIONS

1. Answer questions during bidding phase.
2. Issue addenda as may be required under the original design scope during the bidding phase.
3. Two reviews of the submittals for each Division are included; additional reviews will be billed at our hourly rates with prior written approval. Fee is based on submittals being provided per Interface standard specifications.
4. Answer RFIs, DCVRs, and construction questions.
5. Construction observation site visits:
 - a. One site visit for precover inspection – 3 Engineers
 - b. Post construction punch – 3 Engineers
 - c. One site visit for the final punch of the electrical, lighting and fire alarm systems.
6. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
7. Review of change order costs initiated by others is not included.
8. Preparation of construction record drawings from contractor's field drawings.

EXCLUSIONS AND CLARIFICATIONS

1. It is assumed that final bidding of the project will not be done until receipt of permit and issuance of 100 Percent CD. Bidding prior to the completion of the documents is done at the Owner's risk.
2. Substantial cost reduction requiring redesign after Final Construction Documents is not included.
3. Redesign work associated with substantial floor plan changes after Final Construction Documents is not included.
4. Change order issues, ASIs, and revisions requiring redesign and additional design are not included.
5. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
6. Life cycle cost analysis for mechanical/electrical systems are not included.
7. Attendance at prebid and preconstruction meetings is not included.
8. Shop drawings, fabrication drawings, and construction coordination drawings are not included.
9. Structural calculations for the seismic restraint and anchorage of equipment are not included.
10. Design of building footing drainage and/or sub-slab groundwater drainage will be performed by others.
11. Radon system design is not included unless proposed and accepted.
12. Waterproofing details/requirements for building components by others are not included.
13. Acoustical analysis, design of noise attenuation requirements, and special vibration isolation requirements for mechanical systems will be performed by others. We will include modifications to our systems per your acoustical consultants' recommendations within our base fee.
14. Envelope Code Compliance forms are assumed to be completed by the Architect unless proposed and accepted.
15. Determination/interpretation of egress lighting paths with local officials is not included.
16. Commissioning of systems is not included unless proposed and accepted.
17. Commissioning participation unless proposed and accepted.
18. Lightning protection system design is not included unless proposed and accepted.
19. Project related services associated with LEED and/or other third-party Green Building Certification.
20. Project related services associated with utility incentives, including energy modeling for custom track incentives, charrettes and incentive documentation are not included unless proposed and accepted.
21. Distributed antenna system design is not included.
22. WiFi heat mapping is by others, locations for WiFi Access Points are for budgetary purposes in quantities and for general location coordination efforts. Final design and layouts by others.

23. Telecommunications service provider coordination and negotiations are not included.

FEE

Fixed Fee

Project Phase	Mechanical Engineering	Electrical Engineering	Fire/Life Safety	Tech Design	Lighting Design	Phase Totals
Schematic Design	\$3,300	\$2,200	\$500	\$400	\$600	\$7,000
Design Development	\$4,700	\$3,200	\$700	\$600	\$900	\$10,100
Construction Documents	\$10,100	\$6,600	\$1,400	\$1,200	\$1,800	\$21,100
Bid/Negotiation and Permit	\$800	\$500	\$0	\$100	\$100	\$1,500
Construction Administration	\$6,300	\$4,200	\$900	\$800	\$1,100	\$13,300
Discipline Totals	\$25,200	\$16,700	\$3,500	\$3,100	\$4,500	\$53,000

Total Fee: \$53,000

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, and messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Fixed Fee: \$250

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed. Our current standard hourly rates are:

Senior Principal:	\$250/Hour
Principal:	\$230/Hour
Associate Principal:	\$210/Hour
Associate/Project Manager:	\$190/Hour
Senior Engineer/Designer:	\$170/Hour
Engineer/Designer:	\$150/Hour
Revit Designer/Drafter:	\$120/Hour
Administrative:	\$100/Hour

DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems. The following are the design-build services to which this clause will apply:

- Fire protection/sprinkler system design.
- Fire detection and alarm system design.
- Technology systems.
- Building automation/energy management system/temperature control system.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

If this Proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind LRS Architects. If you have modified this proposal, we will review



your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Carlson".

Adam Carlson, PE, LEED AP
Principal

ACC:ac

COMPANY: LRS Architects

CONTACT: _____
Steve Mileham, Managing Principal Date

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3J CONSULTING

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BEAVERTON, OREGON 97008
PH: (503) 946.9365
WWW.3JCONSULTING.COM

May 18, 2022

Steve Mileham
LRS Architects, Inc.
720 NW Davis Street, Suite 300
Portland, OR 97209

Clackamas County Fairground and Event Center Multiuse Building Project
Canby, Oregon
Scope of Services

Dear Steve,

3J Consulting has prepared the attached Scope of Services to provide Civil Engineering and Land Use Planning for Clackamas County Fairground and Event Center Multiuse Building Project located in Canby, Oregon.

3J will assist you with providing schematic design, design development, construction documents, permit assistance, bidding assistance, construction administration, and construction close out support for land use planning and civil engineering related tasks on this project.

3J has provided a Lump Sum Fee and Time and Materials Budget to complete the specific professional services listed in the attached Scope of Services. The attached Agreement for Consulting Services has been prepared based on the email received from your office on April 28, 2022, and preliminary site plan included in Appendix A of this Agreement.

Thank you for the opportunity to assist you with this project. Once we receive a signed copy of the Scope of Services, we will proceed with work on the project. Please do not hesitate to contact me if you have any questions.

Sincerely,



Aaron Murphy, PE
Sr. Project Manager
3J Consulting, Inc.

copy: File



SCOPE OF SERVICES

LRS ARCHITECTS, INC.

CLACKAMAS COUNTY FAIRGROUND AND EVENT CENTER MULTIUSE BUILDING PROJECT
CANBY, OREGON

MAY 18, 2022

PROJECT OVERVIEW

The project site is located at 694 NE 4th Avenue within the City of Canby. 3J understands LRS Architects would like 3J to provide land use planning and civil engineering services for the design of the Clackamas County Fairground and Event Center Multiuse Building Project. The conceptual site plan and DRAFT Project and Meeting Schedule make up the context of this Agreement and is attached in Appendix A.

STATEMENT OF WORK

3J will provide Land Use Planning and Civil Engineering services to design the on-site improvements for a new 49,000-sf event center and multiuse building, which is planned to be located between the Main Pavilion and Rosebrook Arena, centrally located on the site. 3J will provide schematic design, design development (entitlements), construction documents, permit assistance, bid assistance, construction administration, and construction close out for the Project. All work will be performed by or under the direct supervision of a licensed Professional Engineer and a professional Land Use Planner.

Please note frontage improvements have not been included in this proposal. A Contract Addendum will be provided upon completion of the Pre-Application meeting with City staff and the extent of the improvements have been determined.

DISCOVERY

3J will provide Land Use Planning and Civil Engineering services to research the critical development issues.

3J assumes the Discovery phase of the Project will last approximately four (4) weeks. Additional time may require coordination budgets to be increased.

LAND USE PLANNING

- **Project Meetings:** 3J has budgeted to attend one (1) - 2hr meetings during this phase of the Project:
 - Kickoff Meeting/Concept Plan Review
- **Code Compliance Investigation:** 3J will review the current zoning requirements and restrictions for the Project. 3J will prepare a brief memo outlining concerns or issues associated with the zoning restrictions. This information will also be used to guide the development of the Concept Study/Plan. The team member preparing the conceptual site plan will be responsible for incorporating all building code, development code, and setback requirements within the conceptual site plan.



CIVIL ENGINEERING

- **Project Meetings:** 3J has budgeted to attend one (1) - 2hr meetings during this phase of the Project:
 - Kickoff Meeting/Concept Plan Review
- **Research:** 3J will solicit available information from the local agencies to expand our knowledge regarding the site and existing infrastructure.

SCHEMATIC DESIGN (SD)

3J will provide Land Use Planning and Civil Engineering services to research the critical development issues and prepare a Conceptual Plan for the property.

3J assumes the Schematic Design phase of the Project will last four (4) weeks. Additional time may require coordination budgets to be increased.

LAND USE PLANNING

- **Project Meetings:** 3J has budgeted to attend three (3) – 1.5hr meetings during this phase of the Project:
 - Pre-Application Conference
 - Neighborhood Meeting
 - Schematic Design 100% Meeting
- **Research:** 3J will solicit available information from the local agencies to expand our knowledge regarding the site and existing infrastructure.

CIVIL ENGINEERING

- **Project Meetings:** 3J has budgeted to attend three (3) – 1.5hr meetings during this phase of the Project:
 - Pre-Application Conference
 - Neighborhood Meeting
 - Schematic Design 100% Meeting
- **Feasibility Study:** 3J has budgeted to prepare a brief memo, which illustrates the existing infrastructure and what the anticipated needs will be for infrastructure improvements.

DESIGN DEVELOPMENT (DD)

3J will provide Land Use Planning and Civil Engineering services to research the critical development issues and prepare a tentative plan for the Project.

3J assumes the Design Development phase of the Project will last no more than ten (10) months; twelve (12) weeks to land use submittal. Additional time may require coordination budgets to be increased.

- **Project Meetings:** 3J has budgeted to attend three (3) – 2.0hr meetings during this phase of the Project:
 - 50% Design Development Meeting
 - Land Use Hearing #1
 - Land Use Hearing #2
- **Land Use Narratives:** 3J will prepare the land use narrative for the entitlement submittal addressing the applicable code criteria and providing written arguments in support of the



proposal. 3J assumes the Land Use Entitlements are limited to the Conditional Use Permit (CUP) and Type III Design Review.

- **Land Use Application:** 3J will assemble and publish the application submittal package, including the narrative, plans, and all supplemental reports provided and prepared by others. 3J will prepare the Land Use Application form for CLIENT's signature. 3J will prepare and distribute the land use notice materials required by the jurisdiction, including mailings and site signage.
- **Appeal Coordination:** 3J assumes any appeal coordination will be completed as a Contract Addendum.

CIVIL ENGINEERING

- **Project Meetings:** 3J has budgeted to attend three (3) – 2.0hr meetings during this phase of the Project:
 - 50% Design Development Meeting
 - Land Use Hearing #1
 - Land Use Hearing #2
- **Composite Utility Plan:** 3J will prepare a Composite Utility Plan showing the water, sanitary, storm, and the private utilities all on one plan if the information is available.
- **Existing Conditions Plan:** 3J will prepare an existing conditions plan based upon the topographic survey, geotechnical boring information, environmental data, wetland information, FEMA flood plain information, and additional site observations.
- **Demolition Plan:** 3J will prepare a preliminary demolition plan illustrating the removal of any identified and located structures or any known utilities that need to be relocated or removed. This plan will not include any environmental or contamination considerations. The environmental consultant will be responsible for said considerations, if necessary.
- **Fire Access Plan:** 3J will prepare a fire access plan based upon the Site Plan. 3J will prepare this plan to illustrate the current requirements as established by the Fire Marshal and current fire code.
- **Site Design:** 3J will prepare the site plan based upon CLIENT approved Concept Design Site Plan. 3J will prepare this plan to illustrate the current requirements as established by the governing agency. Additional information requested to be added to the plan or revisions to the site design after 3J have initiated the planning efforts will require a Contract Addendum.
- **Sight Distance Certification:** 3J will prepare a sight distance analysis and plan based on topographic survey information and field verification based on the design speed limit or speed study. The sight distance certifications will be completed for the following:
 - Driveway East of Pavilion onto NE 4th Avenue
- **Grading Design:** 3J will prepare the grading plan for the Project based upon the final Client approved site plan.
- **Erosion Control Design:** 3J will prepare the erosion control plan for the Project based on the limits of the grading plan and known phasing.
- **Earthwork Calculations:** 3J will run basic earthworks to estimate the cut and fill required for the Project based upon the preliminary grading design. 3J will assume 0% shrinkage for the earthwork calculations unless a shrinkage value is provided by the geotechnical engineer. The



geotechnical report will need to be completed prior to completing the earthwork calculations and the report will need to provide shrinkage, stripping depths, pavement sections, foundation sections and compaction requirements.

- **Onsite Storm Drainage Design:** 3J will prepare the storm drainage design for the Project. CLIENT or the architect/MEP will provide any building downspout or canopy drain connection points prior to starting the storm drainage design.
- **Onsite Storm Facility Plan:** 3J will prepare the water quality/detention/retention facility for the Project based on the DD site plan and storm plan. 3J will provide the necessary design plans and details showing the specific elements of the storm facility(ies).
- **Onsite Storm Drainage Analysis:** 3J will complete an analysis of the onsite storm drainage system per local jurisdictional requirements to determine the onsite storm drainage system requirements.
- **Offsite Storm Drainage Analysis:** As a part of development, it is up to the applicant to demonstrate the downstream storm drainage system(s) have adequate capacity to serve the site and must also look at upstream storm systems that may discharge onto the site to determine proper routing. 3J will analyze the existing system by locating available as-built information, existing storm drainage analysis, and conduct a visual site survey to confirm the downstream and upstream system components as necessary. Once this is complete, 3J will model the existing system before development and again with the development in place. This analysis will identify the extents of any improvements necessary for the successful approval of this project. At the time of this proposal, 3J assumes the existing downstream system is capable of serving this project and there are no upstream storm drainage concerns that would require any bypass lines or additional offsite improvements. **As this work is highly variable, the proposed budget may be exceeded.**
- **Preliminary Storm Drainage Report:** 3J will prepare the preliminary storm drainage report based upon the current governing agencies' written requirements. Modifications to the report to reflect additional or new requirements may be completed as a Contract Addendum.
- **Sanitary Sewer Design:** 3J will prepare the DD sanitary sewer design for the Project. 3J assumes sanitary sewer service has adequate capacity and depth to serve this project. Off-site or public sanitary sewer design is not included in this Agreement. Profiles of the sanitary sewer improvements are not included in this Agreement. CLIENT or the architect/MEP will provide all sanitary sewer lateral locations and depth requirements prior to starting the sanitary sewer design. 3J assumes the existing sanitary sewer service has adequate capacity and depth to serve the Project. Off-site sanitary sewer design is not included in this Agreement.
- **Water System Design:** 3J will prepare the water system design for the Project. This includes the water line distribution layout showing the connection to the main, meters, backflow, and hydrant locations. CLIENT or architect/MEP will provide service locations and requirements prior to starting the water system design. Sizing of the system (e.g., lines, meters, and backflows) is to be by the mechanical or plumbing engineer. If no sizing is provided, then 3J will require a Contract Addendum to size the system per local plumbing code requirements. If improvements or upgrades are required to the adjacent public water system (offsite), a Contract Addendum may be needed. Profiles for the water system improvements are not included in this Agreement.
- **Project Specifications:** 3J will prepare the DD level technical specifications for the civil related elements of the Project formatted to CLIENT's requirements.



CONSTRUCTION DOCUMENTS (CD)

3J will prepare the construction documents for the proposed Project based on the final governing agency Conditions of Approval and the final Client approved DD site plan. The Project will be completed as one (1) phase.

Authorizing the preparation of construction documents prior to receiving land use approvals is at CLIENT's risk. Modifications to the site plan to reflect Conditions of Approval or site plan modifications after 3J has begun the construction documents may require a Contract Addendum.

3J assumes no off-site or public improvements are required.

3J assumes the construction document phase of the Project will last approximately ten (10) weeks. Additional time may require coordination budgets to be increased.

CIVIL ENGINEERING

- **Project Meetings:** 3J has budgeted to attend two (2) – 1.5hr meetings during this phase of the Project:
 - 50% Construction Document Meeting
 - 90% Construction Document Meeting
- **Composite Utility Plan:** 3J will prepare the final Composite Utility Plan showing the water, sanitary, storm, and the private utilities all on one plan if the information is available.
- **Existing Conditions Plan:** 3J will prepare a final existing conditions plan based upon the topographic survey, geotechnical boring information, environmental data, wetland information, additional site observations, and other pertinent information.
- **Demolition Plan:** 3J will prepare a demolition plan illustrating the removal of any identified and located structures or any known utilities that need to be relocated or removed.
- **Final Plat:** 3J will prepare the final plat for the Project based upon CLIENT approved Tentative Plat. The final plat will be based upon the final DD Site plan approved by CLIENT.
- **Site Plan:** 3J will prepare the CD site plan for the Project based upon CLIENT approved DD site plan. This plan will illustrate the overall development of the Project and include the site geometry, curb design, sidewalk design, parking and drive aisle design, and all necessary details for the civil site construction. *Any changes to the site plan after 3J have begun the construction documents may require a Contract Addendum.*
- **Paving Plan:** 3J will prepare a final paving plan for the Project based on the pavement section designs provided by the geotechnical engineer and the final approved CD site plan.
- **Grading Plan:** 3J will prepare the CD Grading Plan for the Project based upon the final Client approved site plan.
- **Erosion Control Plan:** 3J will prepare a staged erosion and sediment control plan (ESCP) that meets the current DEQ 1200-C NPDES General Permit requirements. The first stage will detail the erosion control requirements during the demolition and earthwork phases of the Project, the second stage will detail the erosion control requirements during utility and infrastructure improvements, and the final stage will detail the erosion control requirements after the earthwork and utility construction is complete. The ESCP will show the proposed erosion and sediment control measures and other best management practices to be used at the site including general notes and details for the construction of the erosion control facilities. In



addition, 3J will prepare the 1200-C permit application along with an ESCP implementation schedule for CLIENT's approval and signature.

- **Earthwork Calculations:** 3J will run basic earthwork calculations to estimate the cut and fill required for the Project based upon the CD grading design.
- **Onsite Storm Drainage Plan:** 3J will prepare the CD storm drainage design based upon the final site plan for the Project. CLIENT or the architect/MEP will provide the final service lateral locations prior to starting any storm drainage design.
- **Onsite Storm Facility Plan:** 3J will prepare the CD level water quality/detention/retention facility for the Project based on the final site plan and storm plan. 3J will provide the necessary design plans and details showing the specific elements of the storm facility(ies).
- **Onsite Storm Drainage Analysis:** 3J will complete a final analysis of the on-site storm drainage system per local jurisdictional requirements to determine the onsite storm drainage system requirements and sizing.
- **Offsite Storm Drainage Analysis:** *Based upon the findings of the Offsite Storm Drainage Analysis performed during the DD phase of the Project offsite improvements may be required and either a Contract Addendum or separate proposal will cover the efforts required. At this time the offsite analysis is not included in this Agreement.*
- **Final Storm Drainage Report:** 3J will prepare the final storm drainage report for the site based upon the current governing agency requirements. This report will include the proposed onsite water quality and detention requirements, storm drain line capacity calculations, and will include pertinent information from the Preliminary Storm Drainage Report.
- **Final Sanitary Sewer Plan:** 3J will prepare the CD sanitary sewer design based upon the final site plan for the Project. 3J will prepare profiles for the sanitary sewer main lines and will use the street profiles as a basis for illustrating the profile view. CLIENT or architect/MEP will provide the final service lateral locations prior to starting the sanitary sewer design.
- **Final Water System Design:** 3J will prepare the CD water system design for the Project based upon the final site plan for the Project. This includes the water line distribution layout showing the connection to the water system supplying the site, meters, backflow, and hydrant locations as applicable. CLIENT or architect/MEP will provide service locations and requirements prior to starting the water system design. Sizing of the system (e.g., lines, meters, and backflows) is to be by the mechanical or plumbing engineer. If no sizing is provided, then 3J will require a Contract Addendum to size the system per local plumbing code requirements.
- **Project Specifications:** 3J will prepare the final technical specifications for the civil related elements of the Project.

PERMITTING

3J will assist with the permit process necessary for CLIENT to obtain the required construction permits for the Project. 3J assumes this process will take a total of five (5) months. 3J has included a maximum of one (2) rounds of City comments for a total of three (3) submittals in all. Any additional comments generated by the City beyond this, may require a Contract Addendum.

CIVIL ENGINEERING

- **Permit Submittal:** 3J will prepare a final set of permit documents for the proposed project and assist in preparing the permit applications.



- **Plan Revisions, Response & Coordination:** 3J will work with the City to obtain the required permits for the Project. 3J will make corrections to reasonable comments on the plans and resubmit back to the City. Any comments modifying, changing, or substantially altering the submitted design may require a Contract Addendum.

BIDDING

3J will assist in the bidding process to obtain contractor bid prices for the Project. 3J assumes this process will take a total of eight (8) weeks.

CIVIL ENGINEERING

- **Bid Documents:** 3J will prepare a final set of construction bid documents for the proposed project. 3J will submit the bid documents (plans and technical specifications) to the owner for distribution to the Contractors, or to the applicable plan distribution center.
- **Bidding Assistance & Coordination:** 3J will coordinate with CLIENT during the bid process and/or directly with the contractors and answer questions as necessary. 3J has budgeted to provide up to two (2) addendums during the bidding process.

CONSTRUCTION ADMINISTRATION

3J will provide the following Construction Administration services as outlined below with the following assumptions:

- Additional Construction Administration **not** noted below will be completed as a separate Contract Addendum or by CLIENT.
- The Owner will contract with a geotechnical engineering firm to provide earthwork, utility and pavement testing services.
- The pre-construction phase of the Project (contracting, submittal review, procurement, etc.) will last approximately four (4) weeks.
- The construction phase of the Project will last approximately thirty (30) weeks. Changes in the start or overall duration may impact the number of inspections for the Project due to weather.
- The project will be completed as a single phase during one (1) construction season. If the Construction is halted for any duration of time or the timeframe is extended to complete the Project, 3J will require a Contract Addendum to reflect the additional Construction Administration efforts.
- The project will be completed by one contractor. Any change in general contractor or sub-contractor, or any change in the contractor's site foreman may require additional budget to complete the services during construction as outlined below.
- 3J reserves the right to adjust the budgets depending on the contractor selected for the Project.

CIVIL ENGINEERING

- **Conformed Plans & Specifications:** 3J will prepare one (1) conformed civil set of drawings and specifications based on the final permit review and bid updates as directed by the architect.



- **Submittal Review:** 3J has budgeted to review submittals for aggregates, asphalt, concrete, storm drainage materials, sanitary sewer materials, water system materials, and other items called out for on the civil plans at total of two (2) times. Additional reviews of materials may require a Contract Addendum.
- **Construction Coordination:** 3J will assist CLIENT and contractor with addressing questions during the construction of the Project. 3J has budgeted one-half (0.5) hours of coordination per week for a total of thirty-six (36) weeks will be required for this project. Additional coordination beyond this amount will require a Contract Addendum.
- **Site Observations:** 3J will visit the Project site and will observe the construction items directly identified on the construction drawings prepared by 3J. A formal Site Observation Report will be prepared and distributed to CLIENT and Contractor. Each site observation includes the time at the site, travel time to and from the job site, and the preparation of the site observation report. 3J has budgeted five (5) 1-hr site observations for this project. In addition to the site observation, 3J has budgeted 1.5-hrs for travel time and 0.5-hrs for the preparation of the site observation report for each visit. Additional coordination beyond this amount will require a Contract Addendum.

CONSTRUCTION CLOSE OUT

CIVIL ENGINEERING

- **Project Closeout Coordination:** 3J will prepare the final closeout documents for the civil engineering related items with the governing agency and coordinate other closeout items with CLIENT. Additional coordination beyond this amount will require a Contract Addendum.
- **Punch List Preparation & Acceptance:** 3J will visit the site and prepare a punch list for the civil engineering related items. 3J will then make a final visit after all the punch list items have been corrected to verify the items have been completed.
- **Record Drawings:** 3J will prepare one (1) set of record drawings based upon the contractor's red lined set and any revision drawings issued by 3J during the construction phase of the Project. This does not include actual field verification or as-built survey information.

CONTRACT ADDENDUMS

Contract Addendums will be issued and approved as required.

SUB-CONSULTANT SERVICES

CLIENT will contract directly with sub-consultants.

EXCLUSIONS

The following items and task are excluded from this Scope of Services.

- *Frontage improvements are not anticipated to be required for this project based on the current understanding of the Scope of Services. If during the land use process frontage improvements are required, then 3J will provide a proposal to address the efforts necessary.*
- *Water system sizing is assumed to be by the plumbing engineer. If water system sizing is required, then a Contract Addendum will be provided.*
- *3J assumes the existing downstream/public storm drainage system is capable of serving this project and no additional off-site improvements are required. If it is found during the course of the Project that the public downstream systems are not of adequate size a Contract Addendum may be required.*
- *Cost estimating is not included in this proposal.*



- *Cost estimating review is not included in this proposal.*
- *Modifications to development codes, building codes, or engineering codes after the date of this proposal may require additional fees.*
- *Client will provide all available as-built information for the Project. Where as-builts are not available and utilities are not easily found by standard land surveying services, Client will contract with others to assist in locating the utility and/or current condition assessment.*
- *3J understands all utilities on site are private and do not require profiling on plans. If utilities are public and require profiling, additional fees may be required.*
- *Site electrical design, site lighting design, gas line design, and data & communications design will be by Others.*
- *Any changes to the site plan after 3J have begun the next phase of work may require a Contract Addendum.*
- *Grading of areas by Others are assumed to be in AutoCAD C3D or some other compatible format to provide surface modeling for earthwork analysis, or 3D modeling purposes. Areas that require 3J to import or create grading surfaces from 2D information will require additional fees.*
- *Site electrical design and site lighting design will be completed by Others.*
- *Any comments modifying, changing, or substantially altering the submitted design to permitting review agencies may require a Contract Addendum.*
- *The site will be designed, bid, and constructed at the same time with one package.*
- *The site will undergo separate land use and permitting packages.*
- *Erosion control inspections are assumed to be by Others.*
- *Right-of-way acquisition services.*





F E E S

The Fees for the above Scope of Services will be on a Lump Sum and a time and materials basis, plus Reimbursable Expenses as outlined above and as broken down as follows: Additional services requested and approved by CLIENT not identified within this Scope of Services will be billed as a Contract Addendum as agreed upon herein. *(Time and Materials Budgets are italicized.)*

Phase	Description	LS Fee	T&M
Discovery			
	Land Use Planning	\$ 1,700	
	Civil Engineering	\$ 3,700	
Schematic Design			
	Land Use Planning	\$ 1,800	
	Civil Engineering	\$ 4,200	
Design Development			
	Land Use Planning	\$ 18,100	
	Civil Engineering	\$ 25,800	
Construction Documents			
	Civil Engineering	\$ 28,500	
Permitting			
	Civil Engineering	\$ 12,100	
Bidding			
	Civil Engineering	\$ 8,500	
Construction Administration			
	Civil Engineering	\$ 13,000	
Construction Closeout			
	Civil Engineering	\$ 5,500	
Reimbursable Expenses			
	<i>Estimated Reimbursable Expense Budget</i>		\$ 2,500

Summary of Fees

Total Lump Sum Fee	\$ 122,900
Total T&M Budget	\$ 0
Reimbursable Expense Budget	\$ 2,500
Total Contract Fee	\$ 125,400

Time & Materials Budget: Any unused budget from any Phase, Task, or Service may be used for other phases of the Project as needed. If the overall budget is exceeded or anticipated to be exceeded, a Contract Addendum increasing the budgets will be issued.



SCHEDULE OF FEES

(As of January 1, 2022)

Fees for professional services provided by 3J are based upon the time expended on the Project and the hourly fee rate for the professional or support staff performing the service. The following hourly rates will be used for any additional services not defined in the approved Scope of Services.

Civil Engineering Services

Principal Engineer	\$216
Director of Engineering	\$216
Chief Engineering Manager	\$216
Senior Project Manager	\$198
Project Manager II	\$186
Project Manager I	\$174
Senior Civil Engineering Manager	\$184
Civil Engineering Manager II	\$170
Civil Engineering Manager I	\$154
Senior Civil Engineer	\$158
Civil Engineer II	\$148
Civil Engineer I	\$138
Senior Civil Designer	\$134
Civil Designer II	\$122
Civil Designer I	\$114
Senior Civil Technician	\$122
Civil Technician II	\$110
Civil Technician I	\$ 96
Engineering Intern	\$ 78

Inspection Services

Senior Inspector	\$158
Inspector III	\$148
Inspector II	\$136
Inspector I	\$124

Administration Services

Administrative Project Specialist	\$116
Administrative Staff	\$ 96

Development Specialist Services

Senior Development Specialist	\$158
Development Specialist III	\$148
Development Specialist II	\$136
Development Specialist I	\$124

Community Planning Services

Principal Planner	\$194
Director of Planning	\$194
Senior Planning Project Manager	\$194
Planning Project Manager II	\$184
Planning Project Manager I	\$174
Senior Urban Designer II	\$154
Senior Urban Designer I	\$138
Urban Designer II	\$122
Urban Designer I	\$110
Senior Planner II	\$154
Senior Planner I	\$138
Planner II	\$122
Planner I	\$110
Planning Assistant	\$ 94

GIS Services

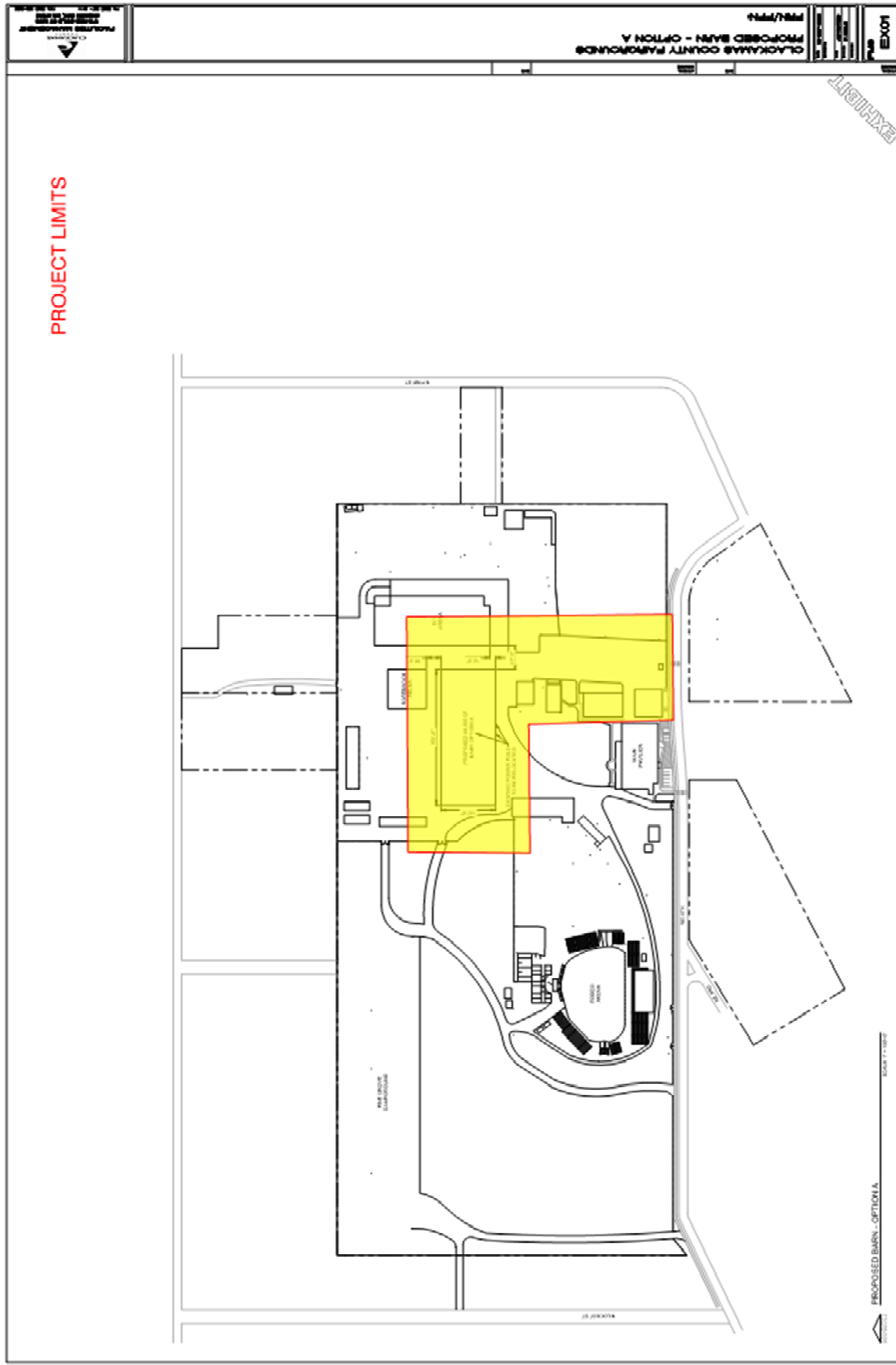
Senior GIS Manager	\$154
GIS Manager	\$144
GIS Analyst II	\$132
GIS Analyst I	\$122

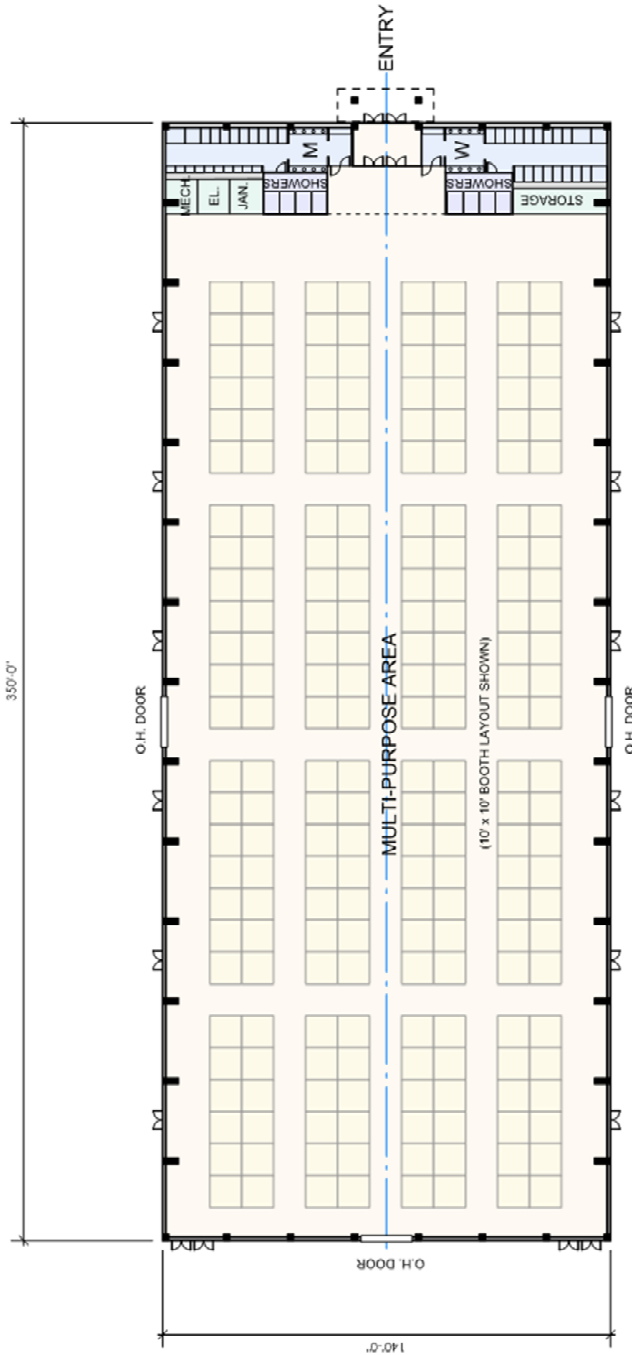
Graphic Design Services

Senior Graphic Designer	\$134
Graphic Designer II	\$116
Graphic Designer I	\$ 98

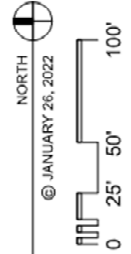


APPENDIX A - SITE PLAN





NOTE: PLUMBING FIXTURE COUNT
TO BE VERIFIED, AND IS
DEPENDENT ON USE PER CODE.



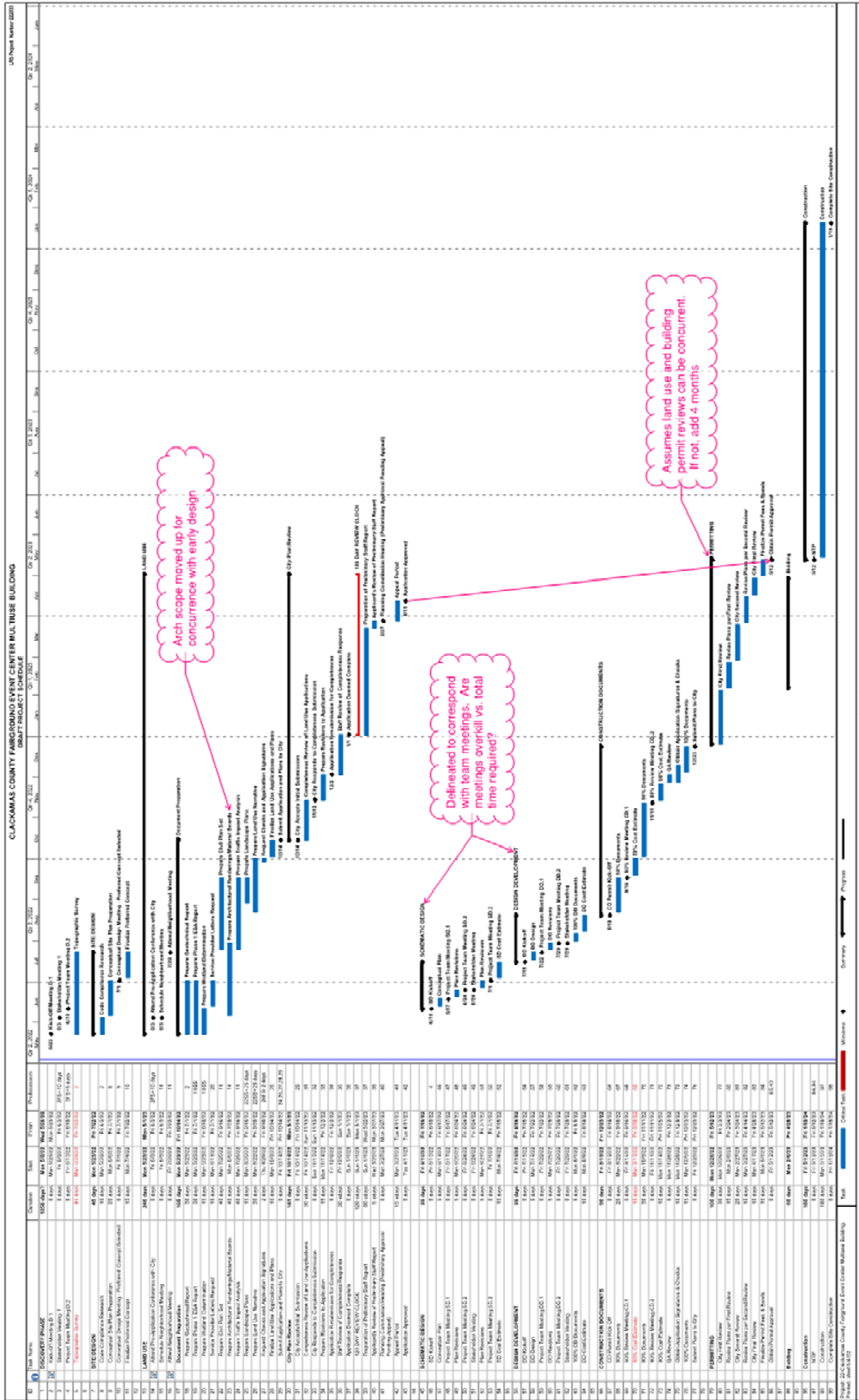
CLACKAMAS COUNTY FAIRGROUNDS



FLOOR PLAN - MULTIPURPOSE BUILDING

SCALE: 1/32" = 1'-0"







Seth J. Pszczolkowski

May 12, 2022

Steve Mileham
 LRS Architects
 720 NW Davis Suite 300
 Portland, OR 97209

Subject: **Clackamas County Fairgrounds & Event Center Multiuse Building**
 Construction Cost Estimating Services Fee Proposal

Dear Steve:

Thank you for the opportunity to be part of your team for the above project. Our proposed lump sum fee for estimating services will be:

Estimate Fee Breakdown	Labor	Hours	Hourly Rate	Sub-Total	Totals
Schematic Design Estimate (2 bid packages)	Principal	6.0 hrs.	\$190.00	\$1,140.00	\$14,493.00
	Sr. Estimator	34.0 hrs.	\$150.00	\$5,100.00	
	Estimator	44.0 hrs.	\$103.00	\$4,532.00	
	Mechanical	10.0 hrs.	\$166.00	\$1,660.00	
	Electrical	10.0 hrs.	\$150.00	\$1,500.00	
Reconcile - minor estimate update (1) (does not include CMGC reconciliation)	Principal	0.5 hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.0 hrs.	\$150.00	\$300.00	
	M/E	1.0 hrs.	\$166.00	\$166.00	
60% Construction Documents Estimate (2 bid packages)	Principal	8.0 hrs.	\$190.00	\$1,520.00	\$17,356.00
	Sr. Estimator	38.0 hrs.	\$150.00	\$5,700.00	
	Estimator	52.0 hrs.	\$103.00	\$5,356.00	
	Mechanical	14.0 hrs.	\$166.00	\$2,324.00	
	Electrical	12.0 hrs.	\$150.00	\$1,800.00	
Reconcile - minor estimate update (1) (does not include CMGC reconciliation)	Principal	1.0 hrs.	\$190.00	\$190.00	
	Sr. Estimator	2.0 hrs.	\$150.00	\$300.00	
	M/E	1.0 hrs.	\$166.00	\$166.00	
Design Development Estimate (Option) (2 bid packages)	Principal	7.0 hrs.	\$190.00	\$1,330.00	\$14,715.00
	Sr. Estimator	32.0 hrs.	\$150.00	\$4,800.00	
	Estimator	44.0 hrs.	\$103.00	\$4,532.00	
	Mechanical	12.0 hrs.	\$166.00	\$1,992.00	
	Electrical	10.0 hrs.	\$150.00	\$1,500.00	
Reconcile - minor estimate update (1) (does not include CMGC reconciliation)	Principal	0.5 hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.0 hrs.	\$150.00	\$300.00	
	M/E	1.0 hrs.	\$166.00	\$166.00	
Total Lump Sum Fee				\$46,564.00	\$46,564.00

ACC will provide detailed quantity take-offs and cost estimating for architectural, landscape, civil (civil to provide earthwork quantities), electrical, mechanical and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/food service equipment, training equipment, theatrical /stage equipment, aquatic pools/equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(2) alternates**, additional alternates will result in additional services.

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. **Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.**

Estimates at each phase will require **10** business days to complete unless previously discussed.

The architect will provide ACC with a minimum of **one complete full size set of hardcopy drawings** and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering workshops, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will be ready for ACC to begin development of the estimate is required.

Sincerely,



Seth Pszczolkowski

sethp@archcost.com

Accepted:

Printed Name: _____

Date: _____