

PROFESSIONAL SERVICES AGREEMENT
Performing Arts Center Expansion

THIS AGREEMENT is between City of Newport, an Oregon municipal corporation (City), and Yost Grube Hall Architecture, an Oregon company, which is registered to practice Architecture in the State of Oregon (Consultant).

RECITALS

- A. Pursuant to public contracting rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in Architecture and Engineering Services.
- B. After reviewing all proposals, the City has selected Yost Grube Hall Architecture (Consultant) as a Consultant of Record to provide the proposed services.
- C. Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to Civil Engineering. The City is free to utilize other Consultants or consultant as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A, up to a maximum amount payable of **\$59,090**. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 2) Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- 3) Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) Consultant shall make payments promptly, as due, to all persons supplying services or materials for work covered under this contract. Consultant shall not

permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

- 5) If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

A. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

- 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
- 2) Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
- 3) Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

- 1) Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives

any and all rights relating to original Work Product created pursuant to this Agreement, 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.

- 2) In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- 3) In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- 4) In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- 5) In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- 6) To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- 7) Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

C. Confidential Information

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request, Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.
- 3) Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain

injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A.** The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B.** Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C.** The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- D.** Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.
- E.** Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the Civil Engineering profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- C. Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage,

provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Thirty days' cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The

insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1)** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2)** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3)** If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:

- 1)** If Consultant fails to provide services called for by this Agreement within the time specified, or
- 2)** If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.

C. If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.

D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3366
c.janigo@newportoregon.gov

IF TO CONSULTANT

Thomas Robbins, AIA
President, YGH Architecture
707 SW Washington St., Suite 1200
Portland, OR 97205
503-715-3237
tom@ygh.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

19. Compliance with Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, 279B and 279C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This document shall control in the event of any conflict in terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records

pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay

reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:


- A. Exhibit A – Consultant's Fee Schedule
- B. Exhibit B – Oregon Public Contracting Code/required contractual provisions
- C. Exhibit C – Consultant of Record RFP and Consultant's Proposal

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- C. Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.225 and regulations relating to the salvaging, recycling, composting or mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 279C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:


CITY OF NEWPORT:



Spencer R. Nebel, City Manager

Date: 06-17-21

YOST GRUBE HALL ARCHITECTURE:



Thomas Robbins
Its: Principal, President

Date: 06.02.2021

EXHIBIT A
CONSULTANT'S FEE SCHEDULE

March 16, 2021

Chris Janigo, P.E.
Acting City Engineer
Engineering Department
169 SW Coast Hwy
Newport, Oregon 97365

RE: Performing Arts Center Expansion – Phase I Professional Fee Proposal

Dear Chris,

We appreciate the opportunity to provide an initial proposal for professional design fees for this important project. Our design team's experience will provide a comprehensive approach to the discovery, design, and construction of this exciting project. As we have discussed the overall scope of this project requires further development to confirm alignment to the stated budget. To this end, we are providing an agreement of professional fees through Phase I for Preliminary Architectural and Engineering Design, Field Review and Cost Estimating. This will allow for budget alignment so the complete team will then have a full understanding of the scope of the project. We have not included full services within this proposal as the scope will evolve based on the results of this phase. The proposal includes line items for additional studies that we feel may be of benefit for this specific project.

SCOPE OF WORK

We understand that the City of Newport and Oregon Coast Council for the Arts desires structural and functional improvements including an approximate 2,120 sf addition and 2,110 SF of renovation/remodel with a construction budget of \$1,400,000. This amount differs from the pre-design estimate for the same option and there may be a need for scope realignment. Mechanical HVAC improvements are also needed which may be funded separately. The site is located at 777 W Olive Street in Newport, Oregon. This renovation may also include Audio Visual, Theatre DMX controls and acoustic improvements. All revisions will be designed to accommodate individuals with disabilities and comply with ADA. The project delivery method will be Design-Bid-Build.

In addition, we have made the following project assumptions:

- We anticipate that there will need for (1) building tour with Structural, Mechanical, Electrical, Theater, and Acoustical consultants and (2) virtual client meetings. There will be one virtual city council meeting.
- We anticipate that client meetings will occur approximately every (3) weeks throughout Phase I.
- We anticipate having weekly or bi-weekly phone meetings with the City of Newport Project Manager for the purposes of maintaining clear understanding the of the project status.
- LEED documentation and certification will not be required.

SCHEDULE

From the RFQ we understand the desire to have construction completed by May 2022. We believe the design phases can be accelerated if desired. An overall graphic schedule is included within this proposal. For purposes of this proposal, we have maintained the durations of individual phases as previously identified.

Phase I: Preliminary Engineering and Cost Estimating (4 months)

We will kick-off the project with a site tour with key members of the City of Newport client team, OCCA, YGH and consultants. The team will review existing conditions and ask questions of OCCA staff. We will review existing facility documentation and develop an updated code assessment. Facility needs will be documented and consolidated amongst all disciplines. The design team will work with

Newport Performing Arts Center Expansion
YOST GRUBE HALL ARCHITECTURE

707 SW Washington St
Suite 1200
Portland, Oregon
97205 USA
t 503 221 0150
f 503 295 0840
w ygh.com

NELS HALL, FAIA
THOMAS ROBBINS, AIA

STEVE NEIGER, AIA
CRYSTAL SANDERSON, AIA
KATHY SIMONE, AIA
SCOTT THAYER, AIA
JESSE WALT, AIA

the City of Newport and OCCA to confirm the specific programmatic needs of the facility. Space adjacencies and concept diagrams will be confirmed and revised as needed during this phase. In addition, preliminary site analysis will occur. Conceptual exterior elevations will be created as needed and precedent imagery will be gathered to support the cost estimation process. A scoping document with design narratives/diagrams will be created as a draft for review and input. The conclusions of these efforts will likely necessitate a budget/scope alignment process which will determine the final program for the allowed budget. It is anticipated that final information will be documented within a booklet format. The design will be presented to City Council for review and approval before moving into future phases.

PROFESSIONAL FEES

Our team's professional fees associated with the understood scope of work is summarized within the attached document title 'Overall Professional Design Fee Summary'. Our total fee for Phase I is \$55,750. A further break down of YGH professional hours and our hourly rates have been provided. We have included rates that are reduced from our typical because of the limited funding of this project. In addition, we have included all the design consultant's proposals. Each of these individual proposals provide a greater detail explanation of the specific tasks that are anticipated.

BILLING RATES and REIMBURSABLES EXPENSES

YGH hourly rates are as indicated in the attached Standard Schedule of Charges. We have included an estimated amount for reimbursable costs based on a percentage at this time. Our estimated reimbursable costs are \$3,345 for a total of \$59,095.

We look forward to reviewing this proposal with you either on the phone or in-person at your convenience.

Best Regards



Thomas Robbins, Principal; AIA, LEED
Yost Grube Hall Architecture



Crystal Sanderson, Shareholder; AIA, LEED
Yost Grube Hall Architecture

Attachment: Newport PAC Draft Schedule; Professional Fee Summary; YGH Fee Workplan 03 16 2021; YGH Schedule of Charges January 2021; Design Consultant Proposals 02 16 2021

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CRYSTAL SANDERSON, AIA
KATHY SIMONE, AIA
SCOTT THAYER, AIA
JESSE WALT, AIA

NEWPORT PERFORMING ARTS CENTER		2021										2022					
EXPECTED SCHEDULE OF TASKS		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
TASKS																	
City Council Meeting																	
Steering Committee Meetings																	
Contracting																	
Ph 1- Preliminary Arch/Eng/Field Rev Cost																	
Ph 2: Final Engineering, Construction Documents																	
Ph 2: Final Engineering - Bidding, Permitting																	
Ph 3: Construction Management Services																	

Newport Performing Arts Center

Phase I: Preliminary Engineering Cost Estimating (March 2021)

YGH Architecture

			Professional Fees	
			Subtotal	Total Fee
Basic Services				
Architectural	YGH	\$26,950	\$26,950	
Structural Eng	KPFF	\$4,200	\$4,200	
Mechanical/Plumbing Eng	PAE	\$4,500	\$4,500	
Electrical/Technology/Lighting	PAE	\$4,500	\$4,500	
Civil Engineering	KPFF	\$2,000	\$2,000	
Landscape Arch	Lango Hansen	\$1,995	\$1,995	
		subtotal =	\$17,195	(cnslt only)
			\$44,145	\$44,145
Supplemental Services				
Cost Estimating	JMB Consulting	\$4,100	\$4,100	
Theater	Schuler Shook	\$5,500	\$5,500	
Acoustics	Listen Acoustics	\$2,000	\$2,000	
		subtotal =	\$11,600	\$55,745
			Total Fee =	\$55,745
			estimated reimbursable costs (6%) =	\$3,345
			Total Fee and Estimated Reimbursables Cost =	\$59,090

NEWPORT PERFORMING ARTS CENTER	Principal		Project Manager		Lead Designer		Design Assist		YGH TOTAL
Hourly Rate	\$190		\$160		\$160		\$100		
TASKS	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	Hrs.	Fee	
1 Document Review	2	\$380	2	\$320	2	\$320	0	\$0	\$1,020
2 "Kick-off" Meeting/Bldg Tour Prep and Document	7	\$1,330	10	\$1,600	2	\$320	2	\$200	\$3,450
3 Document/Consolidate Site Observations	1	\$190	4	\$640	4	\$640	4	\$400	\$1,870
4 Program/Space Plan	2	\$380	4	\$640	8	\$1,280	8	\$800	\$3,100
5 Virtual Meeting	2	\$380	4	\$640	4	\$640	4	\$400	\$2,060
6 Floor Plan Options	1	\$190	2	\$320	2	\$320	16	\$1,600	\$2,430
7 Elevations	1	\$190	2	\$320	2	\$320	8	\$800	\$1,630
8 Design Narrative	1	\$190	4	\$640	2	\$320	2	\$200	\$1,350
9 Scoping Document/Review	4	\$760	4	\$640	8	\$1,280	8	\$800	\$3,480
10 Virtual Meeting	2	\$380	4	\$640	4	\$640	4	\$400	\$2,060
11 Revise Documents Based on Client Input	1	\$190	2	\$320	2	\$320	4	\$400	\$1,230
12 Cost Model	1	\$190	4	\$640	0	\$0	0	\$0	\$830
13 City Council Presentation	4	\$760	4	\$640	4	\$640	4	\$400	\$2,440
Totals		\$5,510		\$8,000		\$7,040		\$6,400	\$26,950

STANDARD SCHEDULE OF CHARGES

September 2020

707 SW Washington St
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Portland, Oregon
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w ygh.com

1. YGH Hourly Rates

YGH utilizes the following range of hourly rates:

Senior Principal	\$275
Principal	\$250
Senior Project Designer	\$210
Project Designer	\$160
Design Assistant	\$145
Senior Programmer	\$210
Senior Project Manager	\$210
Project Manager	\$195
Architect 8	\$195
Architect 7	\$160
Architect / Interior Designer 6	\$150
Architect / Interior Designer 5	\$140
Architect / Interior Designer 4	\$125
Architectural Intern / Interior Designer 3	\$110
Architectural Intern / Interior Designer 2	\$100
Technical Support / Interior Designer 1	\$ 90
Specifications / Cost Estimating	\$200
Administrative Support	\$95-150

The above staff categories are based upon recommended groupings and definitions provided by the American Institute of Architects. These groupings are primarily to assist in accurate budgeting, cost control monitoring and more simplified invoicing. Hourly rates are subject to modification annually.

2. Consultant Costs

Costs for structural, mechanical, electrical, or other required special consultants authorized by our Client will be charged at the direct cost with no markup.

3. Reimbursable Expenses

The following direct non-salary expense items are also charged at the direct cost.

- a. Project-related transportation costs and expenses incurred with authorized out-of-town travel.
- b. Long-distance communications costs.
- c. Costs for plots and reproductions, as well as postage and handling charges of Specifications and other documents.
- d. Costs for renderings, models and mock-ups requested by the Owner.
- e. Fees paid for securing approval of authorities having jurisdiction over the Project.
- f. Costs for additional insurance coverage, including professional liability insurance, requested by the Owner in excess of that normally carried by Architect and Architect's consultants.
- g. Other costs not defined in the Basic Scope of Work.



March 5, 2021

Revised March 10, 2021

Ms. Crystal Sanderson

YGH Architecture

707 SW Washington Street, Suite 1200

Portland, OR 97205

RE: Newport Performing Arts Center Expansion – Phase 1
Newport, Oregon

Dear Crystal:

Thank you for the opportunity to submit the following proposal for structural engineering services for the new additions and renovations at the Newport Performing Arts Center (PAC).

Project Description

The Newport Performing Arts Center is a single-story structure originally constructed in 1987 and contains a primary theater, a rehearsal room, dressing rooms, offices, public spaces, and other support areas. The building has undergone minor renovations and improvements since the original construction. The first phase of the renovation/expansion project will include providing the necessary evaluations and studies to confirm scope and to determine a design that meets the project requirements and budget.

Our Scope of Services

We will consult with you, the owner, and other consultants regarding structural related items. We understand that our role in this first phase of the project will include the following:

1. Review available structural documentation and drawings and provide a site visit to evaluate and document the current structural conditions (where visible).
2. Provide a general seismic evaluation to assess major deficiencies and likely upgrade concepts to conform to current building code.
3. Evaluate new structural systems, configurations, and existing structure impacts for additions and renovations being considered. (One preferred scheme is included.)
4. Evaluate seismic upgrade triggers based on proposed additions and renovations.
5. Attend virtual design meetings as requested.
6. Review structural cost estimates and recommend value engineering options where possible to assist with budgeting.

Ms. Crystal Sanderson, YGH Architecture
RE: Newport Performing Arts Center Expansion – Phase 1
Newport, Oregon
Revised March 10, 2021
Page 2 of 3

Deliverables

We will provide a structural concept narrative and Bluebeam mark-ups outlining structural scope and requirements to confirm budgeting for the project.

Our Fees

We will provide the basic structural engineering services described in this proposal for a lump sum fee of **\$4,200**.

Terms and conditions will be as provided in AIA Document C401. We will bill for our services monthly, based on the percentage of our effort completed.

Reimbursable expenses will be billed at our direct cost and would be approximately \$200 for this phase of the project.

Additional Services

Additional or extra services will be billed at the following hourly rates:

Principal	\$240
Project Manager/Associate	\$190
Senior Engineer	\$165
Design Engineer	\$140
CAD / BIM Modeler	\$130
Administrative	\$95

If you have any questions or need further information, please call me.

Sincerely,



Josh Richards, SE, LEED AP
Principal

Project No. 10022100017

Proposal



Date: March 10, 2021
Project: Newport Performing Arts Center Expansion
To: Yost Grube Hall Architecture
707 SW Washington Street, Suite 1200
Portland, OR 97205

Type of Services: Mechanical, Electrical, Technology, and Lighting Systems Analysis – Phase 1

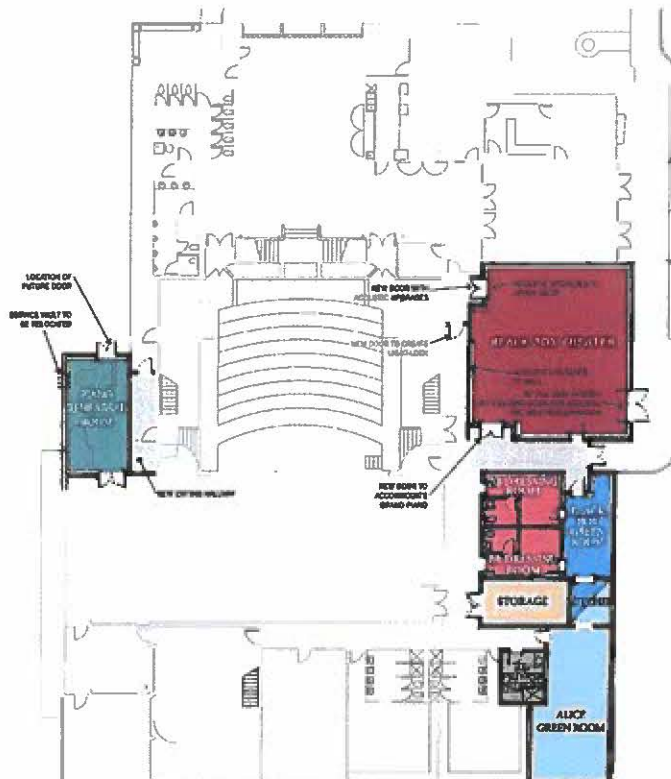
Project Summary

Originally built in 1987, the Newport Performing Arts Center (PAC) is an existing building that has undergone minor additions and improvements over the years. However, the building is currently in need of a structural and MEP infrastructure upgrades.

This project will renovate the existing building, upgrading the structural and MEPT systems. This will also include expansion of the building to allow for additional rehearsal space, dressing rooms, green rooms, restrooms, kitchen, and storage spaces.

Project Size - New and Renovated Areas of Work: 4,200sqft

Approximate construction cost: \$1,000,000





Project Assumptions

1. This fee proposal is based on the following documents and follow-up phone calls with YGH on March 8 and 9, 2021:
 - a. RFP published by the City of Newport, dated December 16, 2021.
 - b. Newport Performing Arts Center Expansion YGH Final – 2020-018.pdf dated February 3, 2020
 - c. PAC Info 2021.03.02.pdf
2. At the end of Phase 1, the City of Newport will review the design team's recommendations and refine the project scope prior to starting Phase 2.
3. A code consultant will be brought on board to assess any unusual code considerations and lead negotiations with City officials.
4. Project structural engineer shall assist PAE by defining seismic criteria and designing seismic approach for mechanical/electrical equipment.
5. PAE recommends The City of Newport retain a Balancing Contractor during Phase 1 to perform pre-con testing, adjusting and balancing of the existing HVAC system.
6. "As-built" drawings, in electronic form, will be provided to the design team and will be relied upon to represent accurate existing conditions.
7. Building evaluation will be completed Phase 1 to observe the existing conditions. The evaluation will be limited to equipment and MEPLT system distribution that is readily accessible, and it does not require removal of walls or hard-lid ceilings. It is anticipated there will be no as-building of the existing systems.
8. Value Engineering Changes: The fees provided in this proposal can accommodate most changes to the design of the MEP systems due to the Value Engineering (VE) process through the end of the Phase 1. However, VE design changes made at any time during the project, which require significant engineering and/or coordination re-work (i.e. engineering and/or coordination work previously completed is no longer valid, or useful, due to the changes) will be identified and an additional service proposal will be presented for approval.

PAE Scope of Design Work

SUSTAINABLE DESIGN

1. Establish performance goals for building energy and water use.
2. Recommend mechanical and electrical systems that surpass energy codes.
3. Recommend plumbing systems that reduce water and sewer usage.

MECHANICAL SYSTEMS

1. Heating, ventilation and air conditioning.
2. Plumbing: gas, sanitary, storm sewers, domestic hot and cold water, and fixture selection.
3. Fire protection: performance documents for modification to the existing wet sprinkler system.
4. Site: none.



ELECTRICAL SYSTEMS

5. Site electrical: none.
6. Power: service distribution, branch panels, and connections to mechanical equipment.
7. Fire Alarm System: performance documents for modification to the existing fire alarm system (i.e. performance specifications, major equipment space allocation, final design and device layout provided in a deferred submittal by the FA Contractor)

LIGHTING SYSTEMS

1. Exterior building lighting at new entrances/exits.
2. Interior building lighting for new and renovated spaces.
3. Theater lighting replacement recommendations for Black Box Theater only.
4. Lighting controls.

TECHNOLOGY SYSTEMS

1. Telecommunications Data/Voice Systems Design
 - a. Wired network cabling design.
 - b. Wireless network cabling design
2. Theater AV Design:
 - a. Loudspeaker system: rigged speaker arrays, subwoofer speakers, and infill speakers at locations informed from acoustic simulation and coordination with the acoustical consultant.
 - b. Audio system: signal processing, amplification, wireless microphone system, control console, monitoring and source equipment.
 - c. Intercom system.
 - d. Assistive listening system.
 - e. Public address systems.

PAE Deliverables and Scope of Services

PHASE 1: CONCEPT PHASE

1. Attend one (1) meeting with the architect, owner/facilities staff and other consultants virtually prior to site visit.
2. Perform one (1) site visit to observe existing conditions that coincides with the onsite meeting. 1 person will review HVAC, Plumbing and Fire Protection, and the other person will review Electrical, Technology and Lighting.
3. Review design standards and owner project requirements.
4. Obtain and review as-builts and O&Ms, pre-balance data, and past utility usage information.
5. Conduct preliminary studies and analysis for selection of systems and their space requirements.
6. Make recommendations for systems.
7. Preliminary coordination with design team members.



8. Provide deliverables for the Phase 1:
 - a. Preliminary system space requirements.
 - b. Basis of Design narrative.
 - c. Review of system construction cost estimates prepared by others.

Excluded Services

This proposal does not encompass the following items:

1. Drawings.
2. Code analysis.
3. Active telecommunications systems (servers, routers, etc.).
4. Electrical metering of existing electrical power systems including providing meters and/or installation of meters.
5. HVAC balancing (recommend the owner retain a pre-balance contractor).
6. Modifications to existing spaces that are not indicated to be renovated.
7. Site lighting beyond building entrances. Daylighting modeling.
8. Construction cost estimates for systems.
9. Energy Modeling, Energy Incentives, and Sustainability rating system evaluation
10. Acoustical analysis.
11. Design services (civil) for utility connections beyond 5 feet of the building.
12. Commissioning.

Fees and Reimbursable Expenses

PAE will be compensated for basic services on a lump sum fee basis, excluding reimbursables, as shown in the table below and the attached fee spreadsheet, "Professional Fee Summary_Graphic_Schedule_PAE 2021-03-09".

Phase 1: Concept Phase

Disciplines	Fee
Mechanical, Plumbing, and Fire Protection	\$4,500
Electrical, Technology and Lighting	\$4,500
Total	\$9,000

Fees will be billed monthly in proportion to the services performed. Fees shall be paid within 30 days of billing. Fees not paid when due may be assessed 1 percent interest per month from billing date.

Reimbursable expenses will be billed at cost. They include mark-up printing and reproduction costs; delivery services; extended travel costs including transportation, food and lodging; local travel costs including taxi, parking and mileage. It is assumed that all milestone printings will be provided by a reprographics firm hired by the architect, or owner and are not included.

PAE has estimated the reimbursable total expenses at \$500 and will not exceed this amount without prior authorization.



Project Schedule

The following is an estimated schedule for the proposed project. Delays beyond this time period could affect the project fee. Fees would be renegotiated prior to the services being performed.

Phase	Duration (Months)
Phase 1	2 months

Standard Terms and Conditions

Any contract made between the parties relating to this work will include the Standard form of Agreement between Architect and Owner, similar to AIA B-101 2017, and Standard Form of Agreement between Architect and Subconsultant, similar to AIA C-401 2017. This proposal is contingent upon our review and acceptance of the Standard Terms and Conditions within these Agreements.

Proposed by:

Accepted by:

Brad Wilson, P.E.
PAE

Thomas Robbins, AIA, LEED BD+CP
Yost Grube Hall Architecture

Date _____

BPW/cnc



March 4, 2021
(Revised March 15, 2021)

Tom Robbins
YGH
707 SW Washington Street, #1200
Portland, OR 97205

Via Email: tom@ygh.com

**RE: Proposal for Civil Engineering Services
Newport Performing Arts Center (PAC) Expansion**

Dear Tom:

We are pleased to provide you with this Civil Engineering Services proposal for the Newport Performing Arts Center (PAC) Expansion project in Newport, OR. We understand this project consists of a partial expansion and renovation of the existing Performing Arts Center. With building expansions on both the east and west side of the building.

Based on further coordination of the Phase 1 scope, and to better support the project needs, KPFF will provide assistance and/or input based on an as needed basis. We propose that this will be done on a Time & Material contract basis with a Not-To-Exceed fee of \$2,000.

We appreciate being part of the design team and thank you for the opportunity to propose on this exciting project. If this proposal is acceptable, we will finalize our agreement through a mutually approved contract.

If you have any questions or require additional information, please contact me.

Sincerely,
KPFF Consulting Engineers

A handwritten signature in blue ink, appearing to read "Daan Dommels".

Daan Dommels, PE, PMP, DBIA
Associate

Attachments: KPFF Hourly Rates

10102100027pm

Hourly Rates



KPFF Consulting Engineers Civil Engineering + Land Surveying

January 1, 2021 through December 31, 2021

CIVIL	RATES
Principal	\$235
Senior Project Manager	\$195
Project Manager	\$180
Project Engineer	\$150
Design Engineer/Designer	\$130
Draftsperson/Technician	\$120
Project Administrator	\$100

SURVEY	RATES
Principal	\$235
Survey Manager	\$180
Project Surveyor	\$130
Survey Technician	\$110
Two-Person Survey Crew	\$185
Project Administrator	\$100

EXPENSES	RATES
Mileage	\$0.56 /mile

March 15, 2021

Crystal Sanderson
Yost Grube Hall Architecture
707 SW Washington St. Suite 1200
Portland, OR 97205

RE: Newport Performing Arts Center Expansion Phase 1

Dear Crystal,

Thank you for the opportunity to provide this proposal. Per our previous correspondence and conversations with you, we understand the Newport Performing Arts Center will be renovating and expanding their facilities. It is understood that the project will be separated into three phases. This proposal is for phase 1, and we will send you a subsequent preliminary proposal for phases 2 and 3.

Lango Hansen Landscape Architects (LHLA) will be responsible for the design of pedestrian hardscape areas within the property line. The civil engineer will be responsible for vehicular hardscape areas as well as any hardscape within the right-of-way. The civil engineer will be responsible for all underground utilities, including the detailing of drainage features, and stormwater detention calculations if required. The civil engineer will create the site demolition plan and erosion control plan.

LHLA will analyze the landscaping requirements for the site as required by the City of Newport Municipal Code and landscaping requirements identified by City staff, if any. LHLA will prepare questions for the City to assist with clarifying the landscape requirements for the project.

LHLA will coordinate with the architect and electrical engineer to select and locate site lighting, if any; the electrical engineer will be responsible for documenting site lighting types, circuitry, footings, and provide footcandle studies, if required. Irrigation for this project will be design/build by a design/build irrigation contractor.

Below is a list of tasks we anticipate providing for this work and is based on the following billing rates:

Kurt Lango, Principal	\$145/hr
Kyle Trulen, Senior Associate	\$ 95/hr

Task	KL/\$145hr	KT/\$95hr	Total
Phase 1 – Preliminary Engineering & Cost Estimating:			\$1,995
SD/DD	2hr	21hr	23hr

For this work the following assumptions have been made:

- YGH will serve as prime architect and guide the project through the appropriate land use review and permitting process.
- Irrigation improvements will be design/build by the landscape contractor.
- If any additional lighting is required, it will be documented by a lighting consultant.
- The civil engineer will review or document vehicular paving details.

Please let me know if this fee is acceptable.

Sincerely,
Lango Hansen Landscape Architects PC

A handwritten signature in black ink, appearing to read 'Kyle Trulen', with a stylized, flowing script.

Kyle Trulen
Senior Associate

March 16, 2021

Crystal Sanderson
YOST GRUBE HALL ARCHITECTURE
707 SW Washington Street, Suite 1200
Portland, Oregon 97205
+1 (503) 221-0150

OREGON COAST COUNCIL FOR THE ARTS
PERFORMING ARTS CENTER
NEWPORT, OR

REQUEST FOR
BASIC SERVICES
R1

Dear Crystal:

Thank you for inviting us to submit an offer for construction cost consulting services on this project.

We understand that the general scope of the project shall be the planning and for the development and construction of the Oregon Coast Council for the Arts Performing Arts Center located in Newport, OR.

SCOPE OF SERVICES

For this project we propose the following basic service work items:

WORK ITEM #1

1 Schematic Design Phase

- 1.1 Prepare an opinion of probable construction cost for no more than one scheme.
- 1.2 Each opinion shall consist of no more than one section including the respective building and site work.
 - 1.2.1 No alternative systems studies for each of the options.
 - 1.2.2 Cost opinions shall be presented in the Unifomat II Level 2 format.
- 1.3 No site visits in Newport, OR are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. One 1-hr virtual meeting is included.

JMB CONSULTING GROUP LLC

CONSTRUCTION CONSULTANTS

SUMMARY OF FEES				
		Cost Estimating Schedule		
Work Item	Task		Start	Finish
	Programming/Pre-design Phase	Excluded		
	Schematic Design Phase	\$ 4,100	Apr-21	May-21
	Design Development Phase	Excluded		
	Construction Document Phase	Excluded		
	Bidding Assistance	Excluded		
	Construction Administration	Excluded		
	Reimbursable expense allowance	\$ -	Apr-21	May-21
TOTAL - Fixed Fee Plus Expenses		\$ 4,100	Apr-21	May-21

QUALIFICATIONS

JMB Consulting Group maintains the following insurance coverage. Additional insurance requirements can be provided at additional cost.

General Liability and Hired/Non-Owned Auto:	\$1,000,000 per claim; \$2,000,000 aggregate
Professional Liability:	\$1,000,000 per claim; \$2,000,000 aggregate

The fees are valid for ninety days from the date of this proposal. Should our understanding of the scope or any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided both in hard copy and electronically (drawings shall be in a standardized scalable pdf format), at no cost to JMB Consulting Group LLC. This offer assumes our deliverables shall be provided electronically and that no printed copies are required.

Reimbursable expenses, including printing, reprographics charges, travel beyond a 100-mile round trip of this office and interstate-shipping charges will be charged at cost, no multiplier.

ADDITIONAL SERVICES

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costing, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Valid through calendar year 2021, these hourly rates are:

Principals	\$200.00
------------	----------

JMB CONSULTING GROUP LLC
CONSTRUCTION CONSULTANTS

Associates

\$165.00

We look forward to the opportunity of assisting you on this project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,



Jon Bayles, Principal
JMB CONSULTING GROUP LLC

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by JMB Consulting Group LLC for this project.

File: FP OC PAC R1

5 March 2021

Tom Robbins
Yost Grube Hall Architecture
707 SW Washington Street, Suite 1200
Portland, OR 97205

RE: City of Newport Performing Arts Center Renovation, Phase I (Scoping)
Newport, OR

Tom,

This proposal outlines the scope of work and cost for our services as theatre consultants for the above-named project. We propose to provide theatre consultation services for renovation of the Newport Performing Arts Center. This proposal is based on the Request for Proposal dated December 16, 2020, and a construction budget of \$1.4 million. The Newport Performing Arts Center includes the 398-seat proscenium Alice Silverman Theatre and the flexible, 80-seat Studio Theatre.

We will collaborate with Yost Grube Hall (Client), design team and owner representatives in the planning and equipping of the theatre and related spaces as follows:

PARTNERS

Michael DiBlasi
Todd Hensley
Jim Baney
Jack Hagler
Michael Burgoyne
Emily Klingensmith
Giulio Pedota
Joshua Grossman
Kimberly Corbett Oates

FOUNDERS

Duane Schuler
Robert Shook

6200 Stoneridge Mall Rd.
3rd Floor
Pleasanton, CA
94588 USA

+1 415 906 0811

Phase 1 – Preliminary Engineering & Cost Estimating (Scoping Phase)

1. Review the existing data and vision documents completed to date.
2. Visit the site and participate in kick-off meetings with the City of Newport and other stakeholders and the design team to review and discuss the spatial and theatrical equipment needs. Discuss theatre forms, production activity, scheduling, staffing, and backstage support areas. Discuss and determine factors that define the success of the project. We will examine:
 - Existing theatrical equipment
 - Existing seating and staging configurations in the Alice Silverman Theatre and Studio Theatre.
 - Performer support spaces (dressing rooms, green rooms and backstage washrooms)
 - Production support spaces (costume and scene shops, storage, control rooms, loading paths)



- Performer, technician and patron circulation and accessibility.
- 3. Participate in schematic design meetings to assist in the planning of the renovation to the theatres and related spaces. Provide schematic design input on the auditorium, stage, stage house, Studio Theatre, dressing rooms, green rooms, storage, loading dock, and other production areas.
- 4. Establish preliminary cost opinions for modifications to stage equipment systems within our scope.
- 5. Provide advisory structural, electrical, and mechanical loads imposed by stage equipment systems within our scope. This information shall be provided to architect and the project electrical, mechanical, and structural engineers for their use on this project.
- 6. Review the schematic design drawings in progress. Review building systems as proposed by architects and engineers.
- 7. Prepare a narrative report on theatre planning and equipment for inclusion into the schematic design documents.
- 8. We have included these meetings as maximum during this phase:
 - One (1) out-of-town meeting for site review and design collaboration
 - Six (6) hours of online meetings

Base services: \$5,500.00, plus reimbursable expenses (estimated at \$1,000.00).

This proposal is valid for 60 days following the date of submission.

Appendix A – Terms and Conditions is attached and hereby made a part of this Agreement.



Thank you for the opportunity to present this proposal. We hope you find it complete and acceptable. To authorize us to begin work, please sign and return a copy to us. We look forward to working with you on this project.

Schuler Shook

Heather McAvoy, ASTC
Principal

ACCEPTED FOR Yost Grube Hall:

SIGNATURE

DATE

PRINTED NAME AND TITLE



APPENDIX A

TERMS AND CONDITIONS

We will invoice monthly in proportion to the percentage of our work completed. In addition to our fees, we will invoice for all reimbursable expenses incurred in connection with the project including the following:

Local transportation

Reproduction and plotting services that are NOT for Schuler Shook in-house use

Delivery services

Materials related to site tests and mock-ups

All travel, lodging, and meals out of town

Subscription and procurement costs for Architect-required project management/distribution services such as Newforma, BIM 360, PlanGrid, Bluebeam Studio, Dropbox, Box.

Procurement and training costs for any required software packages over and above those currently owned and utilized by Schuler Shook

Costs associated with insurance coverages over and above those currently carried by Schuler Shook, including coverage of Additional Insured parties

These direct expenses will be billed at cost multiplied by a factor of 1.10. Billing will occur on a monthly basis. An interest charge of 1.5% per month will be added to all amounts past due more than 60 days. Payments directly to Client for Schuler Shook's services are considered to be held in trust and shall be paid to Schuler Shook within 10 business days after receiving payment from the Owner.

Where required, air travel shall be booked on the basis of the most direct fares on a major carrier offering at least two classes of travel and no trip shall require a scheduled total layover time of more than six hours. Air travel for trips within North America will be booked Standard Economy Class for all segments; air travel for trips outside of North America will be booked Business Class or better for all segments. Hotel accommodations shall be at a four-star or better business hotel. In the event that booked travel is rescheduled or cancelled, we shall be reimbursed for all resulting expenses, including re-booking charges, forfeitures, and other penalties.

Schuler Shook maintains the following insurance policies and limits:

<u>Policy</u>	<u>Per Occurrence</u>	<u>In Aggregate</u>
Professional Liability	\$2,000,000.00	\$4,000,000.00
General Liability	\$1,000,000.00	\$2,000,000.00
Automobile Liability	\$1,000,000.00	Combined single limit
Excess Liability (Umbrella)	\$7,000,000.00	\$7,000,000.00
Workers Compensation	\$500,000.00	Statutory Limit
Employers Liability	\$1,000,000.00	

If additional services are requested, or in the event of substantial revisions or changes which expand the scope or nature of the project or which result in the performance of services which are not covered in the proposal, Schuler Shook shall be compensated on an hourly basis at our rates in effect at the time the service is provided. Our hourly rates are adjusted annually.

We use contemporary documentation software with ongoing subscriptions to remain current. Our software packages include:



Microsoft Office 365
Autodesk AEC Collection
Bluebeam Revu

If this project will be documented in REVIT, we will produce as much of our documentation as possible using REVIT. Some of our construction documentation may be produced using two-dimensional AutoCAD due to the limitations of REVIT for theatrical equipment design. To prepare our deliverables, we require the Client to provide us with electronic background or model files that are readily usable. If an unreasonable amount of time is required for us to condition electronic files, we will request approval for additional services to prepare our documents.

This proposal assumes that all design work and all cost reduction work is completed prior to Construction Documents phase. Architect shall be responsible for coordinating the theatre systems with other building systems such as audio/visual, HVAC, and sprinklers prior to Construction Documents phase. Once we have begun preparation of Construction Documents, should any further revisions be required, for cost reduction purposes or as a result of design changes, this work will be provided as additional services paid in addition to our base fee.

The fees herein assume that all scope areas are designed concurrently, documented concurrently and constructed concurrently. Should it be necessary to phase or stagger the process, our fees will be subject to re-negotiation accordingly.

The above fees are based on a design and construction schedule of not more than 24 months. If at any point in the design or construction period the project falls behind schedule, our fees will be subject to re-negotiation accordingly.

This proposal assumes that the existing architectural and electrical conditions are reasonably well described by as-built drawings that will be made available to us as the basis for our systems designs. Any investigative work that we must perform to correct the as-built drawings will be billed on an hourly basis in addition to the fees herein.

Schuler Shook shall not be responsible for the acts or omissions of Client, the architect, other consultants, owner, contractor, sub-contractors, their agents or employees, or other persons performing any of the work. If the contractor substitutes or is allowed by any entity other than Schuler Shook to substitute any equipment or component which differs from those shown on our final construction documents, the Schuler Shook accepts no responsibility for the resulting change.

Client shall indemnify and hold Schuler Shook and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorneys' fees and expenses recoverable under applicable law, but, only to the extent they are caused by the negligent acts or omissions of Client, its employees and its other consultants in the performance of professional services under this Agreement.

Schuler Shook shall indemnify and hold Client and its officers and employees harmless from and against damages, losses, and judgments arising from claims by third parties including reasonable attorney's fees and expenses recoverable under applicable law, but, only to the extent they are caused by the negligent acts or omissions of Schuler Shook, its employees and its other consultants in the performance of professional services under this Agreement.



Client, or Client's agent, shall communicate clearly and regularly with Schuler Shook and shall notify Schuler Shook sufficiently in advance of all project deadlines. No entity shall issue any changes to, or interpretations of, Schuler Shook produced documents, nor interpretations of Contractor submittals, requests for information or change orders related to Schuler Shook's scope of work without first conferring with Schuler Shook.

To the extent permitted by law, Schuler Shook's liability under this Agreement, under indemnity or otherwise, is limited to \$1,000,000.00 in aggregate, and, in no event will Schuler Shook be liable for any consequential or indirect loss, loss of profits, loss of business or revenue, or loss or denial of opportunity.

This Agreement shall have venue in the State of California.

No portion of this Agreement shall be assignable to any other party without the written mutual consent of both parties.

This Agreement may be terminated by either party if notification is provided in writing in advance of such termination. Should Schuler Shook be terminated (a) Schuler Shook shall be promptly paid for work performed and reimbursed for expenses encountered prior to the date of termination, and, (b) Schuler Shook shall not be liable for the use of its instruments of service created prior to the date of termination.

Schuler Shook will work closely with Client, owner, and architect to assist in publicizing the completed project, helping identify special theatrical features of the building to result in a positive and supportive public image. Client shall credit Schuler Shook as the Theatre Planning Consultant in all publicity related to the project. Schuler Shook shall be permitted to publicize its involvement in the project. Client shall not unreasonably withhold permission to publicize the project.

END OF APPENDIX A



LISTEN ACOUSTICS™
acoustical and audio/visual systems engineering

March 12, 2021

Crystal Sanderson, AIA, NCARB, LEED AP BD+C | Shareholder | she/her
Yost Grube Hall Architecture
707 SW Washington Street, Suite 1200 | Portland, OR 97205 | USA
t 503 221 0150 | d 503 715 3225 | m 408 892 4063 | w ygh.com

**Proposal for Acoustical Engineering Services
Newport PAC Sound Study**

Dear Crystal:

Thank you for requesting a proposal from Listen Acoustics for the PAC study prior to its renovation. We are pleased to propose services for the project and feel we can provide particularly qualified service to the team. Below is an outline of proposed services and fees for the scope we discussed via phone. This scope is for the early budget phase work and a subsequent proposal will be provided for the design phase.

A. Scope of Acoustical Services

1. **SOUND MEASUREMENTS:** We will measure the key parameters of the current room performance, including reverberation time, sound transmission, background noise (NC), and other informative factors.
2. **SOUND CRITERIA DEFINITION:** We will interview key stakeholders to determine the relevant use and goals for the auditorium, and using industry-standard metrics, develop specific upgrade goals for acoustics to provide an optimal environment.
3. **OPTIONAL: ROOM ACOUSTICS:** Acoustics improvements within the room will be analyzed to provide clear speech and a balance between music and spoken word performance. Initial shaping and reflector options, room finishes, and design options will be defined and will be coordinated with the design team. All necessary sketches, details, product descriptions, and guideline specifications will be provided.

B. Deliverables:

1. Report of current acoustical performance
2. Narrative recommendations for key architectural acoustics issues, with comparison of measured results and relevant target improvements.

C. Meetings

We will be on site for measurements and attend up to two virtual meetings with the design team.

4949 S. Macadam Ave
Suite 22
Portland, OR 97239
503-241-5255

Toll Free: 888-814-1221
www.listenacoustics.com

600 Stewart Street
Suite 300
Seattle, WA 98101
206-223-1390

Fee Summary

Listen Acoustics, Inc. works on a fixed fee basis, with monthly billings. Fees are shown on the attached spreadsheet.

Please call me directly if you have any questions (503-241-5255). Thank you again, and I look forward to working with you.

Sincerely,



Tobin Cooley, P.E.
Principal

Authorized Signature _____ date _____

EXHIBIT B
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120

EXHIBIT C
Consultant of Record RFP and Consultant's Proposal

**REQUEST FOR PROPOSALS
QUALIFICATIONS BASED SELECTION**

**Professional Architectural and Engineering Services for
PROJECT NO. 2020-018:
PERFORMING ARTS CENTER EXPANSION**

PROJECT NO: 2020-18:

**PROJECT TYPE: Professional Architectural and Engineering
Services**

**PROPOSALS DUE: February 3, 2021, not later than
2:00 PM PST**

**SUBMIT PROPOSALS TO: City of Newport
Attn: Lee Ann Prchal
Engineering Department
169 SW Coast Hwy,
Newport Oregon
97365**

**CITY PROJECT
MANAGER: Chris Janigo P.E., Acting City
Engineer**

**PROJECT DURATION: Phase 1: Preliminary Design
(2 months)
Phase 2: Final Design
(2 months)
Phase 3: Construction
Management Services
(6 months)**

**ADVERTISEMENT
CITY OF NEWPORT ENGINEERING DEPARTMENT
REQUEST FOR PROPOSALS
QUALIFICATIONS BASED SELECTION FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES**

The City of Newport (City) is seeking Proposals for professional architectural and engineering services for Project 2020-018: PERFORMING ARTS CENTER EXPANSION PROJECT. The purpose of this project is for a consultant team to provide preliminary and final design plans, specifications, and estimates (PS&E) along with construction management services for the functional and structural improvements for the Performing Arts Center (PAC). This project will include the following phases:

PHASE 1: Preliminary Architectural and Engineering Design, Field Review, and Cost Estimating

PHASE 2: Final Plans, Cost Estimating, Specification Development and Bidding Services

PHASE 3: Construction Management Services

Proposals must be physically received by February 3rd, 2021, not later than 2:00 PM PST (main lobby clock), in the City of Newport Engineering Department located at 169 SW Coast Hwy, Newport OR, 97365. Proposers mailing Proposals should allow normal delivery time to ensure the timely receipt of their Proposals. Any Proposal received after the date and time set for receipt of Proposals will be considered unresponsive and will be returned to the proposer unopened. For further information, contact the City's Project Manager, Chris Janigo P.E., Acting City Engineer at 541-574-3376 or by email at c.janigo@newportoregon.gov. Consultant selection is anticipated to result in the issuance of a contract for professional architectural and engineering services in a form substantially similar to the one provided in this RFP.

Proposal documents may be downloaded from the Oregon Procurement Information Network (ORPIN). Any addenda that may be issued relating to this RFP will be available from ORPIN, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All Proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for Proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to eight (10) pages and must include the services of a Professional Architect and Engineer registered in the State of Oregon.

Consultant selection will be based upon weighed criteria as set forth in this Request for Proposals and will include criteria including, but not limited to: similar project experiences, general experience, staffing availability, schedule, and response time.

The City of Newport reserves the right to cancel this procurement or reject any and all Proposals in accordance with ORS 279B.100.

Chris Janigo, PE, Acting City Engineer

First date of solicitation: December 16, 2020
RFP for Project No. 2020-018

CITY OF NEWPORT
DEPARTMENT OF PUBLIC WORKS REQUEST FOR PROPOSALS -
QUALIFICATIONS BASED SELECTION
PROJECT NO. 2020-018:
PERFORMING ARTS CENTER EXPANSION PROJECT

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Newport (City) is seeking written Proposals from professional Architectural and Engineering consultants for Project No. 2020-01: PERFORMING ARTS CENTER EXPANSION PROJECT. The purpose of this project is for a consultant team to provide preliminary and final design plans, specifications and estimates (PS&E) along with construction management services for the project. The project will include, but is not specifically limited to, the following tasks and phases:

The project will include, but is not specifically limited to, the following tasks and phases*:

1.1.1 PHASE 1: Preliminary Engineering and Cost Estimating

- Provide a project manager to oversee project and all contractual phases
- Review existing facility documentation
- Develop an updated code assessment for both facilities based on zoning and facility use
- Develop preliminary design documents for structural improvement to the facility including MEP and ADA improvements
- Review and refine construction cost estimates
- Attend City Council meetings for discussion and approval of preliminary design

1.1.2 PHASE 2: Final Engineering, Cost Estimating, Specification Development and Bidding Assistance

- Incorporate preliminary design comments generated by review team
- Review and refine construction cost estimates
- Attend City Council meetings for discussion and approval of final design
- Prepare final document package for construction along with complete bid documents (final design drawings, specifications, etc.) and assist City in the bidding of the project.
- Prepare a construction schedule and engineers cost estimate (AACE Class 1)
- Facilitate Pre-Bid conference and provide meeting minutes as necessary
- Issue necessary addenda
- Provide technical assistance during bidding
- Review bids, bonds, insurance certificates, construction schedules, alternative bids and other documentation included with the contractors bid
- Prepare bid abstract and unit price comparison and in consultation with City staff, make recommendations for contract award.
- Assist City in contract approval presentation to the City Council.

1.1.3 Phase 3: Construction Management Services

- Provide technical assistance and coordination with the City during construction
- Conduct pre-construction conference

- Provide a project inspector to be on site when needed to monitor and ensure compliance with the design and specification documents
- Assist the City with preparation of any necessary change orders
- Provide review and approval of all required submittals
- Develop construction inspection records as necessary and submit copies to City
- Conduct construction meetings with project manager, contractor, inspectors, and City personnel as needed
- Prepare as-constructed drawings and complete all required project close-out documentation.
- Prepare all necessary operations manuals and provide operator training for new ancillary systems (HVAC, etc.)

*A final, comprehensive task-specific scope and fee schedule will be negotiated between City and the selected consulting firm. Each room will have its own independent scope and fee schedule for the project. The City will determine priorities and authorize work specifically for each room at its sole discretion.

It is anticipated that the same approved consultant team will complete all phases of the project. Each phase will be negotiated and awarded separately through a City of Newport Contract for Professional Services. However, award of Phase 1 does not specifically guarantee award of Phase 2 or 3 to the same architectural firm or team. If the City so chooses, the City may select a different consultant for subsequent phases through a separate formal selection process.

1.2 Background Information

The Performing Arts Center is a civic building owned by the City of Newport and utilized for numerous community events. The building requires structural improvements and functional improvements/modifications to the mechanical, HVAC controls replacement, electrical and plumbing systems (MEP), NFPA Codes and Standards, Audio Visual Theatre DMX controls, as well as acoustic improvements between performance and practice rooms. In addition, each portion of the facility should be designed to accommodate individuals with disabilities and comply with the ADA.

The Performing Arts Center is a structure that was originally constructed in 1987 and has had minor additions and improvements over the years. It is rented and utilized for both public and private events. A structural evaluation and architectural code evaluation have not been performed on the Performing Arts Center and needs to be conducted.

1.3 Reference Documents

The City has several documents available for review. See **Appendix A: Performing Arts Center Preliminary Expansion Schematic Plan**. **Appendix B: Professional Services Agreement (Sample)**

Additional information will be provided to the selected consultant through a request for information process.

SECTION 2 - SCHEDULE

The schedule of events listed below represent City's estimated schedule for this request for proposal. This schedule is SUBJECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released		12/16/2020
2.	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	1/20/2021
3.	Last Date for City to Post Addenda	3 days prior to Proposal Closing	1/29/2021
4.	Closing Date (last day to submit Proposals)	30 days after Proposal Release	2/3/2021
5.	Responses Evaluated	15 days after Closing Date	2/24/2021
6.	Interviews Held (if necessary)	25 days after Closing Date	3/10/2021
7.	Notice of Intent to Award Announced	30 days after Closing Date	3/17/2021
8.	Contract Negotiations	35 days after Closing Date	3/24/2021
9.	Expected Project Completion (all phases)	14 months after Contract Award	5/24/2022

SECTION 3 - SCOPE OF SERVICES

3.1 General Requirements

Personnel, Materials, & Equipment: The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.

Safety Equipment: The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and Department policies and procedures.

Professional Responsibilities: The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply with all applicable codes and standards.

Project Management: The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with city project manager and City staff.

Monthly Invoices and Progress Reports: The Consultant shall prepare monthly invoices and progress reports including the following:

- Work Completed during the month by work task as a percentage of completion.
- Needs for Additional Information, Reviews, or Changes to the Scope of Work.
- Scope, Schedule, and Budget Issues and Changes.

3.2 Specific Requirements

The City of Newport (City) is seeking professional consultant services for 2020-018: PERFORMING ARTS CENTER EXPANSION PROJECT. The purpose of this project is for a consultant team to provide preliminary and final design plans, specifications and estimates (PS&E) along with construction management services for the project.

3.2.1 PHASE 1: Preliminary Engineering and Cost Estimating

This phase includes preparation of preliminary engineering documents and associated cost estimates for each facility.

- Provide a project manager to oversee project and all contractual phases
- Review existing facility documentation
- Develop an updated code assessment for both facilities based on zoning and facility use
 - Develop preliminary design documents for structural improvement to the facility including mechanical, HVAC, electrical and plumbing systems (MEP), NFPA Codes and Standards, Audio Visual Theatre DMX controls, acoustic improvements between performance and practice rooms, as well as room expansions.
- Review and refine construction cost estimates
- Attend City Council meetings for discussion and approval of preliminary design

3.2.2 PHASE 2: Final Engineering, Cost Estimating, Specification Development and Bidding Assistance This phase includes preparation of final engineering design plans, specifications and complete bid documents (bid quantities, etc.) to enable a separate construction bidding process. This phase concludes with assisting the City during project bidding; attending any necessary formal meetings, preparation of bid documents, advertising for bids, bidding assistance, bid analysis, and assisting staff with a recommendation for construction contract award:

- Incorporate preliminary design comments and respond, as necessary, to requests for additional information.
- Review and refine construction cost estimates.
- Attend City Council meetings for discussion and approval of final engineering design.
- Prepare final drawings of the site layout, utilities and grading plans.
- Prepare civil documents for construction along with complete bid documents (final design drawings, specifications, bid quantities, etc.) and assist City in the bidding of the project.
- Develop final comprehensive construction scope and timeline.
- Prepare a construction schedule and engineers cost estimate (AACE Class 1).
- Prepare a final engineering report.
- Facilitate Pre-Bid conference and provide meeting minutes as necessary.
- Issue necessary addenda.
- Provide technical assistance during bidding.

- Review bids, bonds, insurance certificates, construction schedules, alternative bids and other documentation included with the contractors bid.
- Prepare bid abstract and unit price comparison and in consultation with City staff, make recommendations for contract award.
- Assist City in contract approval presentation to the City Council.

3.2.3 PHASE: Construction Management Services

During the construction phase of the project, the consultant will assist the City in monitoring and documenting all construction performed by the contractor. The following duties will be performed by the consultant:

- Provide technical assistance and coordination with the City during construction.
- Conduct pre-construction conference.
- Provide a project manager to oversee all phases of the construction and to:
 - a. Coordinate with City on a regular and continuing basis.
 - b. Monitor and document construction progress.
 - c. Confirm conformance with schedules, plans, and specifications.
 - d. Measure and document construction pay quantities.
 - e. Manage and respond to RFIs.
 - f. Document and process required design changes and change orders.
- Provide a project inspector to be on site on when needed to monitor all phases of construction and document all quality control testing.
- Prepare any necessary change orders.
- Provide review and approval of all submitted shop drawings and equipment submittals.
- Maintain continuous construction inspection records and submit copies to City.
- Conduct weekly construction meetings with project manager, contractor, inspectors, and City personnel.
- Prepare as-constructed drawings and complete all required project close-out documentation.
- Prepare all necessary operations manuals and provide operator training for new ancillary systems (HVAC, etc.).

SECTION 4 - EVALUATION CRITERIA

Written Proposals will be evaluated and scored and a contract may be awarded based upon the proposer's qualifications and experience as described below:

4.1 Project Approach (20 Points Possible)

Provide a description of your firm's approach to completing renovations and repairs to civic buildings. Include a summary of prior partnerships with the City of Newport, if any. Include a summary of your quality control program.

4.2 Project Experience (20 Points Possible)

- a. Describe how your firm is organized and how its resources will be utilized to complete the work.
- b. Provide a summary of relevant work experience associated with Civic Building renovations and repair.
- c. Provide a concise description of at least three (3) projects in the last ten (10) years, involving similar work to those listed in the scope of work.
- d. Indicate members of the proposed project team, if any, who worked on the example projects, and their involvement. These team members should be included in the Key Persons list submitted in 4.3(b) below.
- e. Submit references for three of the projects described above. Include the Owner's name, organization name, contact name, contact email and phone.

4.3 Project Team Experience (30 Points Possible)

- a. Provide a description of the proposed organizational structure to be used for the project.
- b. Provide a list of the key staff proposed for this project (Key Person(s)). Be specific on the individuals that will play primary roles in development of the required engineering and their experience working with municipalities on building renovations and repair projects. Provide a concise summary of each key person(s)'s role, and a description of their relevant experience for this project.
- c. Submit resumes that support each Key Person's relevant experience. No more than five resumes should be submitted as Appendix A and will not count against page limit.
- d. Indicate which individual will manage the project and be the primary contact. Indicate the specific experience this individual has managing project similar to the proposed civic building improvement project.
- e. State the estimated proportion of each Key Person's time that will be spent on City's project vs. total time spent on all Key Person's projects during the term of contract.

4.4 Proposer's Demonstrated Ability to Successfully Complete Similar Projects on Time and Within Budget (30 Points Possible)

For each of the three (3) projects listed in response to 4.2(c), provide a discussion of whether the project was completed on time and on budget or needed to be revised. Briefly explain the reason for any revisions, and what attempts were made to bring the project back on schedule and within budget.

4.5 Termination for Default (Pass or Fail)

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address and phone number. City of Newport will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of past performance.

4.6 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Experience	20	
3.	Project Team Experience	30	
4.	Demonstrated Ability to Successfully Complete Projects on Time and Within Budget	30	
6.	Termination for Default		
	Total	100	

SECTION 5 - EVALUATION PROCESS AND CONSULTANT SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written Proposals is 100, and an additional 100 points may be scored through the interview process.

5.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze Proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful Proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City-adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in this RFP and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

5.2 Right of Rejection

Proposers must comply with all terms of this RFP and all applicable federal, state, and local laws, administrative rules, and regulations. The City may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the Proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the Proposal to be a non-responsive counter-offer, and the Proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness, are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a reservation against a requirement or provision.

The City reserves the right to refrain from making an award if the City determines that to be in its best interest. A Proposal from a debarred or suspended Proposer shall be rejected.

5.3 References

The City reserves the right to investigate any and all references and the past performance information provided in the Proposal with respect to the proposer's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

The City reserves the right to check any and all sources for information on a proposer's past performance, including sources other than the references provided in the proposer's Proposal. The City may consider information available from any source, including government bodies and regulatory authorities.

5.4 Responsibility

The City reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful Proposer's responsibility for performing the contract. Submission of a signed Proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 Clarification of Response

City reserves the right to request clarification of any item in any Proposal, or to request additional information necessary to properly evaluate a particular Proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

5.6 Interviews

The outcome of the Proposal evaluations may result in placement on an interview (short-listed) with time and date of the interview. Should City elect to hold interviews, the total additional points possible for the interview will be 100. City may invite up to three (3) of the highest-ranked firms (or at a natural break in scoring) to interview. The Firm's Key Persons, as identified by City shall be prepared to attend the interview within five (5) business days of notification by City, and shall be prepared to answer questions provided with the Interview Invite letter, and questions that will be provided at the time of the interview, and discuss the Firm's proposed project approach.

5.7 Finalist Selection

The firm with the highest total score as a result of written Proposal scoring and interview scoring, if conducted, will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

5.8 Ties among Proposers

If City determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for considering the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the Public contracting process.

As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local consulting firm.

5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the Finalist, and will send copies to all Proposers.

5.10 Contract Negotiation

City will begin negotiating the fees for the project, along with expanded scope of work detail, with the highest ranked Proposer and specifically, conduct direct negotiations toward obtaining written agreement on:

- a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
- b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, considering the value, scope, complexity and nature of work.
- c) Any other provisions City believes to be in the City's best interest to negotiate.
- d) Initial negotiations will be based upon Contract Phase 1.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation. Nothing in the rule precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

5.11 Protest Procedures

City shall provide to all Proposers a copy of the selection notice that City sent to the highest ranked Proposer. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the

higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, or Land Surveying Services, or Related Services described in this RFP.

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. City will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City
- c) Protests based on procedural matters will not be considered.
- d) The City Engineer will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the City Engineer's determination (response) is averse to the protester, any further appeal of the City Engineer's determination by the party must be submitted in writing to the City Manager within three (3) business days of issuance of the City Engineer's determination (response).
- f) The City Manager will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the City Manager is averse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Manager within two (2) business days of issuance of the City Manager's written determination.
- h) The Council, in considering the protest, shall review the documentation presented to the City Engineer and the City Manager on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all avenues of administrative remedies before seeking judicial review of City's Consultant selection or Notice of Intent to Award.

5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Personal Services Agreement ("PSA"), in substantially the form as found in the Appendix of this RFP. The PSA will include the City's Standard Terms and Conditions and the final scope of work and fees.

SECTION 6 - CONTRACT

6.1 Contract Form

The consultant selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The Proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 5.11. Unconditional refusal to accept contract provisions will result in Proposal rejection.

6.2 Contract Duration

Phase 1: Preliminary Engineering (4 months)

Phase 2: Final Engineering (4 months)

Phase 3: Construction Management Services (6 months)

6.3 Contract Payment

Contingent upon City's need, consultant's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Newport City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

6.2 Business License Required

The selected consultant must have or acquire a current City of Newport business license prior to conducting any work under the contract.

6.3 Insurance Requirements

Contractor shall at its own expense provide the following insurance:

- a) Commercial General Liability Insurance
Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided

under this Agreement in an amount of \$2,000,000.

b) Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

c) Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

d) Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

e) Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

f) Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

g) Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

h) Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

i) Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

j) Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

k) Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Newport in writing.

All work performed by the contractor shall follow all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7 - INSTRUCTIONS TO PROPOSERS

7.1 General

All Proposals and any resulting contracts are subject to the provisions and requirements of Oregon Revised Statutes Chapters 279A and 279B and to the Newport Municipal Code (NMC) Chapter 2.30. Engineering contracts are further subject to ORS Chapter 279C.

7.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addenda, and related communications will be published through ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

7.3 Proposal Preparation and Format

- Proposals shall be typewritten in 12-point font minimum.
- Except for proposer attachments, proposal form, cover letter and resumes, the Proposal shall contain no more than 10 pages.
- Cover Letter, proposal form and resumes do not count against the 10-page limit.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile Proposals shall be accepted.
- The electronic submission of a Proposal will not be permitted.
- To be considered, all Proposals must be received by the City prior to the date and time set for Proposal closing.
- A total of three original (wet signatures), complete Proposals shall be submitted to the City prior to the date and time set for closing.
- One (1) digital copy of the complete Proposal shall be submitted on a CD or thumb drive.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a Proposal certifies that the Proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a Proposal also certifies that the proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this Request for Proposals.

7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all Proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's best interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: preparation, submittal, travel expenses, interviews, presentations, or evaluation of any Proposal.

7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the Proposal and in the required format. Failure to comply with all requirements may result in Proposal rejection.

7.7 Definitions

For the purpose of this RFP:

- "Agency" or "City" means City of Newport.
- "Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays. "Calendar days" or "days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.
- "Council" means City of Newport Council
- "Department" means the City of Newport Engineering Department.
- "Manager" means the City of Newport Project Manager.
- "Proposers"- All firms submitting proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Consultant".
- "Qualification Based Selection" or "QBS" (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experiences and project approach, without considering cost.
- "RFP" means Request for Proposals.
- "Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.
- "Services" means the services to be performed under the Contract by the Consultant.
- "Statement of Work" means the specific provision in the final contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City's Project Manager listed in the advertisement for this RFP, at 169 SW Coast Hwy, Newport, Oregon 97365. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitution or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by indicating the number of addenda received on the Proposal Form.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more

before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The City may elect to email addendum to registered proposers but will do so as a courtesy only. All official addendums will be issued through ORPIN and it shall be the proposer's sole responsibility to acquire any and all addendum pertaining to RFP. The proposer is strongly cautioned to monitor this site on a continual basis.

7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date.

A proposer's written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST

Proposal No. 2020-18:

City of Newport Public Works Dept.

ATTN: Chris Janigo

Acting City Engineer

169 SW Coast Hwy

Newport, OR 97365

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

7.10 Protest of Contract Award

Every Proposer who submits a proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of another or any Proposer who contends that the provisions of this RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to this RFP within seven (7) calendar days after the date of the notice of intent to award. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapters 279A, 279B, or 279C, the City of Newport Municipal

Code, or the City's procedures for screening and selection of persons to perform personal services.

7.11 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.12 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the City Engineer prior to the date and time set for closing. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.13 Proprietary Information

The City is subject to the Oregon Public Records Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations.

The entire Proposal cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other Proposal documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed." This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as "confidential." Proposers shall also cite the specific statutory basis for the exemption and give the reasons why the public interest would be served by the confidentiality. Should a Proposal be submitted as described in this section, no portion of it will be held confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction.

7.14 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, the City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing, and calendar with the selected proposer. By submitting a Proposal, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as such terms and conditions may have been modified or reserved by the City for negotiation. Any Proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.15 Proposal Opening

Unless otherwise provided by law, Proposals received in response to this RFP shall be opened at the date and time set for closing at the Newport City Hall at 169 SW Coast St., Newport, Oregon 97365. Due to current State and City emergency orders no in person attendance by the public will be permitted. If a Proposer would like to hear the opening, a conference ID will be provided on ORPIN under the Q&A section of the page. Proposers who attend the Proposal opening shall be informed only of the names of the Proposers submitting Proposals. No other information shall be available, and no copies of the Proposals shall be made. Award decisions will NOT be made at that time.

SECTION 8 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the criteria and then responding below the restated criteria.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- o RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- o SECTION 8 - Proposal Form
- o Independent Contractor Certification

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been State certified. MWESB certified?

Yes No If yes, indicate which categories below:

Minority Owned Woman Owned Emerging Small Business Veteran Owned

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or if no addenda were received: ____

OSBEELS / OSBGE I ORBAE No.(s)

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 6.3 (b). Attach additional sheet if necessary)

Name: _____	Title: _____	Certification No: _____
Name: _____	Title: _____	Certification No: _____
Name: _____	Title: _____	Certification No: _____
Name: _____	Title: _____	Certification No: _____

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

FEDERAL ID NUMBER

Printed Name of Person Signing RFP:

Title: _____

Signature: _____

Email Address:

Performing Arts Center Expansion

REQUEST FOR PROPOSAL RESPONSE



CITY OF NEWPORT | RFP #2020-18
Submitted: 3 February 2020

YGH ARCHITECTURE

February 3, 2021

Chris Janigo, PE
Acting City Engineer
City of Newport
169 SW Coast Highway
Newport, OR 97365

Subject: RFP for Performing Arts Center Expansion

Dear Chris,

Yost Grube Hall Architecture (YGH) is pleased to submit the following qualifications proposal for Professional Architectural and Engineering Services for the Newport Performing Arts Center Expansion. We would like to express our enthusiastic interest in continuing our partnership with Oregon Coast Council for the Arts (OCCA) and the City of Newport. Working with both the leadership and the various user groups of this facility recently, provides solid springboard on day one to facilitate an efficient design process. This project signals a significant step to realize the vision of your community for a facility that celebrates creative expression in its many forms and invests in the future of the performance arts.

YGH has been an active part of the Newport community going back decades to the award-winning Embarcadero Condominiums and most recently with the new Gladys Valley Marine Studies Building at Hatfield Marine Science Center. We are proud to present a team of building professionals that understand the significance the of the arts to inspire and innovate in this community and beyond. Our years of experience with city and community partners gives us a broad background to address these specific issues of your project:

- **Civic Renovation Experience.** Our team provides you with recent successful renovation experience on similar scale civic projects at the City of Beaverton, Metro Council, and the Port of Portland. These projects along with many others over the years provides our team with knowledge of how to work with a public client.
- **Cost/Scope Alignment Management.** Our team will respect each dollar invested and help you evaluate the functional, aesthetic, and financial impact of each decision. This is especially important on a small project such as yours during this time where we continue to see contractor escalation. Our facilitation of the design process is transparent and with the client fully involved to assure your needs and desires are being achieved.
- **Sustainable design.** Being good stewards of a community resources is of primary importance. We will work with you to create spaces that are functional, enjoyable to users, and that will be durable to provide many years of low maintenance use.

We truly enjoy partnering with local communities. We are excited for the opportunity to help you increase and improve your productions at this important community facility. I personally look forward to a close collaboration with you and your team.

Sincerely,

Thomas Robbins, AIA, LEED AP BD+C

President, YGH Architecture

PROPOSAL FORM

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- ☒ RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- ☒ SECTION 8 - Proposal Form
- ☒ Independent Contractor Certification

MWESB INFORMATION

The City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been State certified. MWESB certified?

Yes ☒ No ☐ If yes, indicate which categories below:

Minority Owned Woman Owned Emerging Small Business Veteran Owned

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or if no addenda were received: ____

OSBEELS / OSBGE I ORBAE No.(s)

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 4.3 (b). Attach additional sheet if necessary)

(see back of page)

PROPOSER INFORMATION:

YGH Architecture

Proposer Company Name

707 SW Washington St. | Suite 1200 | Portland, OR 97205

Company Address (from which work will be performed)

503-715-3237

503-295-0840

93-0563898

Telephone Number

Fax Number

FEDERAL ID NUMBER

Printed Name of Person Signing RFP:

Thomas Robbins

Title: President

Signature:

Email Address: tom@ygh.com

OSBEELS / OSBGE I ORBAE No.(s)

Provide name(s), title(s), and certification number(s) for each Key Person listed under Section 4.3 (b). Attach additional sheet if necessary)

Name: Tom Robbins Title: President Certification No: #ARI-6448

Name: Crystal Sanderson Title: Associate Certification No: #ARI-12917

Name: Alex Asselineau Title: Project Designer Certification No: N/A

.....
Name: Heather McAvoy Title: Principal Certification No: N/A

Name: Brad Wilson Title: Principal Certification No: #76942

Name: Zach Suchara Title: Principal Certification No: #ARI-5439

Name: Tobin Cooley Title: President Certification No: #138027-98 OR, PE 70957PE

Name: Josh Richards Title: Principal Certification No: OR #79476

Name: Daan Dommels Title: Project Manager Certification No: OR #79775

Name: Kyle Trulen Title: Senior Associate Certification No: #LA0939

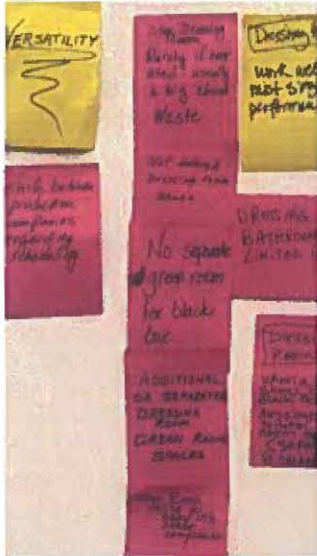
Name: Jon Bayles Title: Principal Certification No: N/A

RFP SECTION 4: EVALUATION CRITERIA

"This team worked through a variety of fiscal and engineering challenges imposed by the university and unique building location and mission. As the client, I was super impressed with the level of knowledge, attention to detail and the clear notion that they had our best interest in mind throughout this project."

*Robert Cowan
Director & Professor
OSU Hatfield Marine Science Center*

4.1 PROJECT APPROACH



Tom Robbins leading a public workshop for the Newport Performing Arts Center

4.1 PROJECT APPROACH

We look forward to continuing our work with the OCCA to complete the final steps of the “Entertain the Future!” Capital Campaign to enhance the Newport Performing Arts Center (PAC). We are excited for the potential this project has to expand the creative uses of this cherished venue and provide flexibility to better support performing arts on the Oregon coast. Theatre planning and technology design require a great depth of experience balanced with a clear vision for the future of the performing arts. Performance spaces must engage their audiences and support the artists in their practice. YGH has partnered with **Schuler Shook** for their great depth of theatre planning expertise. Together our team will help promote imagination and innovation that truly answer the needs of the performing arts to create a performance space that works for audiences, artists, and your budget.

We have a head start in our collaboration through conceptual design however we will review and finalize our scope and deliverables to be included in three (3) phases in coordination with OCCA and the city of Newport before we get started. We will initiate the project with a kick-off meeting to create a shared understanding of the process, confirm project goals and develop the project's guiding principles with the City of Newport and OCCA. We will develop a preliminary schedule for your review and will finalize this once we understand the availability of your staff to support the work. We have qualified staff available and prepared to meet the schedule as defined by the RFP.

Focus on the Budget

Our team has a strong history of designing buildings that are fiscally responsible and consistently in alignment with their allotted budgets. Our role is to help our clients evaluate the entire spectrum of cost from construction through the life of a building. Life cycle costing, allocating expenditures where they are most appropriate and promoting longevity

YGH ARCHITECTURE
707 SW Washington St,
Suite 1200
Portland, OR 97205
503 221 0150
e: crystals@ygh.com
for Crystal Sanderson

Just.

Organization Name: Yost Grube Hall
Organization Type: Service Provider
Headquarters: Portland, Oregon
Satellite Facilities: None
Number of Employees: 33

Social Justice and Equity Indicators:

Diversity

- ☒ Non-Discrimination
- ☒ Gender Diversity
- ☒ Ethnic Diversity

Equity

- ☒ Full Time Employment
- ☒ Pay-Scale Equity
- ☒ Union Friendly
- ☒ Living Wage
- ☒ Gender Pay Equity
- ☒ Family Friendly

Safety

- ☒ Occupational Safety
- ☒ Hazardous Chemicals

Worker Benefit

- ☒ Worker Happiness
- ☒ Employee Health Care
- ☒ Continuing Education

Local Benefit

- ☒ Local Control
- ☒ Local Sourcing

Stewardship

- ☒ Responsible Investing
- ☒ Community Volunteering
- ☒ Positive Products
- ☒ Charitable Giving
- ☒ Animal Welfare
- ☒ Transparency

THE SOCIAL JUSTICE LABEL
YGH-001 EXP. 10/30/2021

INTERNATIONAL LIVING FUTURE INSTITUTE

Just is a voluntary disclosure tool for organizations, promoting equity in the workplace (justorganizations.com).

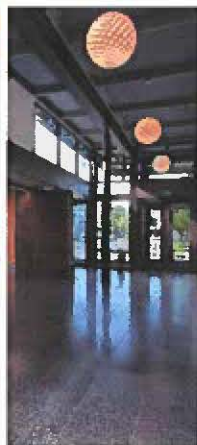
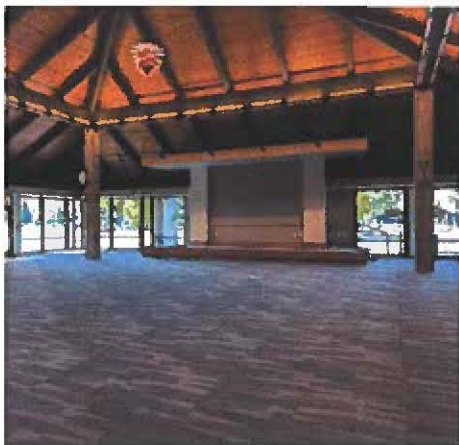
are all fundamental to our approach to responsibly budgeted design. Theatre technical systems are evolving rapidly in the format of the technologies and in the infrastructure required to support them. Schuler Shook has experience exploring options for theatres to create positive relationships between audiences and performers, keeping long term value and flexibility at the forefront of the team's thinking.

Our design team includes KPFF structural engineers, PAE systems engineers and JMB cost consulting. These firms collaborated on the OSU Marine Studies Initiative project and were key to engineering cost effective solutions to realize OSU's vision. We worked together to thoroughly respond to the City of Newport's comments and expedite the construction process reducing exposure to cost increases.

PARTNERSHIPS WITH CITY OF NEWPORT

We have established strong working relationships with your Community Development Department and have conducted many recent public meetings in Newport with OCCA in conceptual design and through our work on OSU's Gladys Valley Marine Studies Building. We have experience engaging with the Newport community and incorporating comments so that patrons can specifically see how the community's voice impacted solutions. We will work with OCCA, the City of Newport and Newport City Council at the earliest opportunity to elicit their feedback and adjust the design as needed.

By understanding and anticipating the necessary review steps and required preparation, we have worked successfully with Newport personnel to plan and schedule reviews, submit timely information and responses, and receive approvals and permits. Close collaboration with the City of Newport results in a shared understanding of the proposed design and the necessary steps to address all design and planning review requirements. A carefully coordinated effort in conjunction with the City of Newport Community Development officials will ensure that critical issues are identified and addressed prior to submission for review.



YGH recently completed a renovation/addition to Hood River Inn, including a large auditorium space, flexible multi-use presentation space, and lobby between.

YGH SUSTAINABLE BUSINESS PRACTICES

At YGH our Sustainable Action Plan and Sustainability Committee meetings drive our internal actions and have contributed significantly to the reduction in our environmental impacts.

70%
CARBON
REDUCTION

In 2010, YGH signed on to the AIA 2030 Commitment. Our 2019 portfolio of work achieved a 70% reduction in carbon, placing YGH as **1 of 27 firms** internationally to achieve this benchmark and 1 of 4 companies to do so within our firm size range.

Since 2013, YGH has received the Sustainability at Work Gold Certification through the City of Portland.

In 2018, YGH committed to only using PVC-free materials in our projects.



YGH pledged support of the Paris Climate Agreement, continuing to reduce carbon impacts.

HEALTH PRODUCT DECLARATION

In 2013 YGH committed to no longer specifying materials without a HPD & eliminating Red List materials by 2030



63% EDUCATED

of YGH's staff are LEED Accredited Professionals

QUALITY CONTROL

Our Quality Assurance Program is composed of key features which build effective and accountable team relationships, maximize interdisciplinary coordination, prevent design oversights, and control project costs. We will develop and maintain a code report to assess code requirements and accessibility early in the process, communicating and coordinating with the city of Newport Community Development Department. The YGH AE Team will jointly develop project scopes, schedules, budgets, work plans and procedures with OCCA and the city of Newport to ensure a full team understanding of expectations, responsibilities and the specific decision-making protocol to be employed. We believe this interactive, partnering approach to planning the project helps build trust and teamwork.

We assign key design team personnel to the project from inception to post-construction evaluation. All team members will remain involved throughout the project to ensure continuity, maximizing the value of the team's experience. This commitment to team continuity helps prevent design oversights and mis-coordination issues and enhances team-wide relationships.



DePaul Black Box

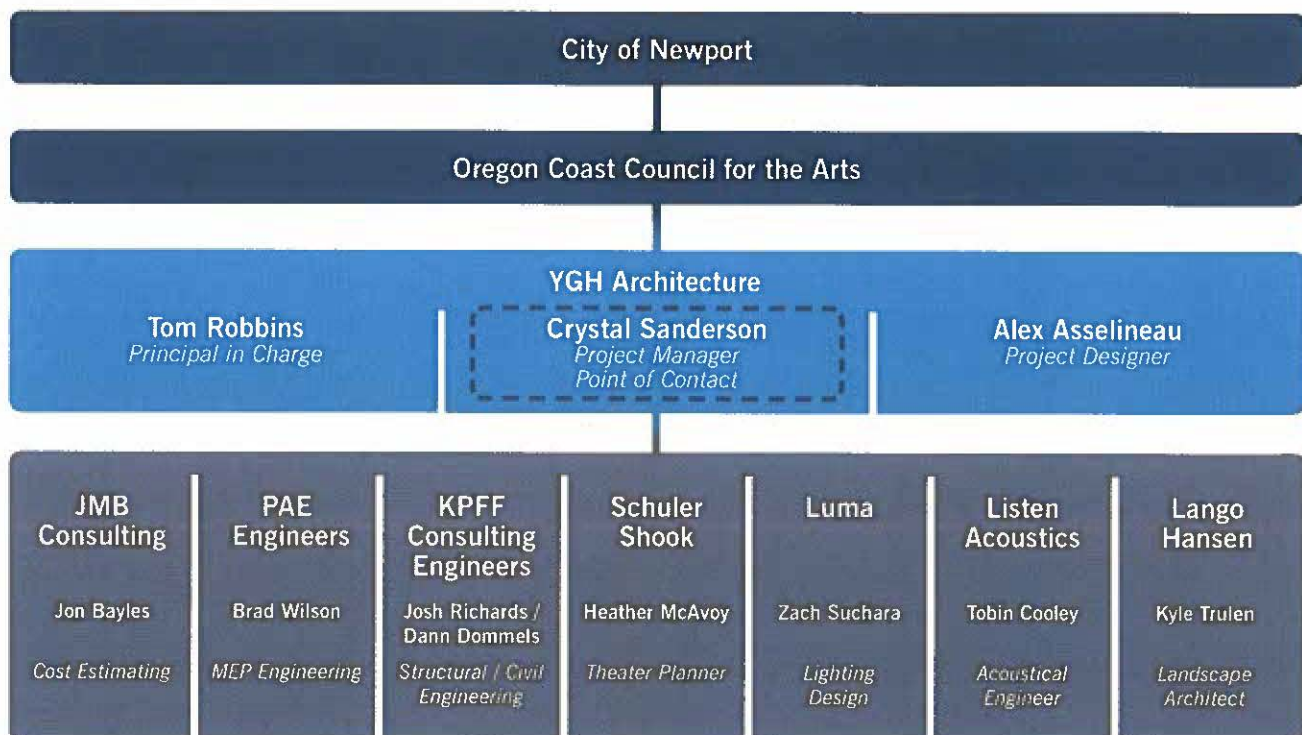


Green Room

Schuler Shook designed the DePaul Black Box theater, pictured above (top), featuring a 100-seat flexible theatre, as well as classroom spaces that can be quickly converted to performance spaces. Also pictured (bottom) is the green room of the West Sacramento Black Box Theater.

4.2 PROJECT EXPERIENCE

ORGANIZATION CHART



RELEVANT CIVIC BUILDINGS, RENOVATIONS & REPAIR

Below is a summary of relevant work experience associated with civic building renovations and repair. The majority of our work in our 56-year history has been in the public realm, working with municipalities and governments throughout Oregon. We actively seek projects for adaptive reuse, remodel and renovation because it is the most effective way to utilize resources and reduce our carbon footprint. Our remodel and addition projects are some of the most beautiful, creative and inspiring spaces we design.



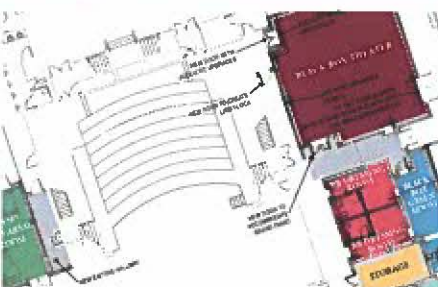
Humboldt State University | Native American Forum, Arcata, CA
The single level Native American Forum houses a theater, a teaching auditorium, cafe, and museum. The theater, with its theater in the round style floor plan, was designed to be jointly utilized as the meeting center for the Northern California Native American Tribal Federation. The building's theater performance shaping, tiered seating, and use of local stone and wood relate to traditional Northern California Native American longhouse construction.



City of West Sacramento | Black Box Theater, West Sacramento, CA
This 2,000 sf multipurpose flexible theatre can seat up to 150 in a variety of seating configurations and hosts theatre, dance, music and multi-media performances, as well as meetings, receptions and banquets for the City and for community organizations. The facility includes a lighting and audio-visual control room, fixed catwalk grid, storage and backstage dressing and rest room. (Heather McAvoy was the theatre design consultant on this project for Landry & Bogan)



Metro | Conceptual Design & Space Planning, Portland, OR
YGH provided planning and facility assessment services for this civic remodel/renovation project for Metro - a regional government organization that covers Multnomah, Clackamas and Washington Counties. YGH explored multiple options for offices, council chambers, training and meeting rooms to create a fully accessible and welcoming workplace and public space.

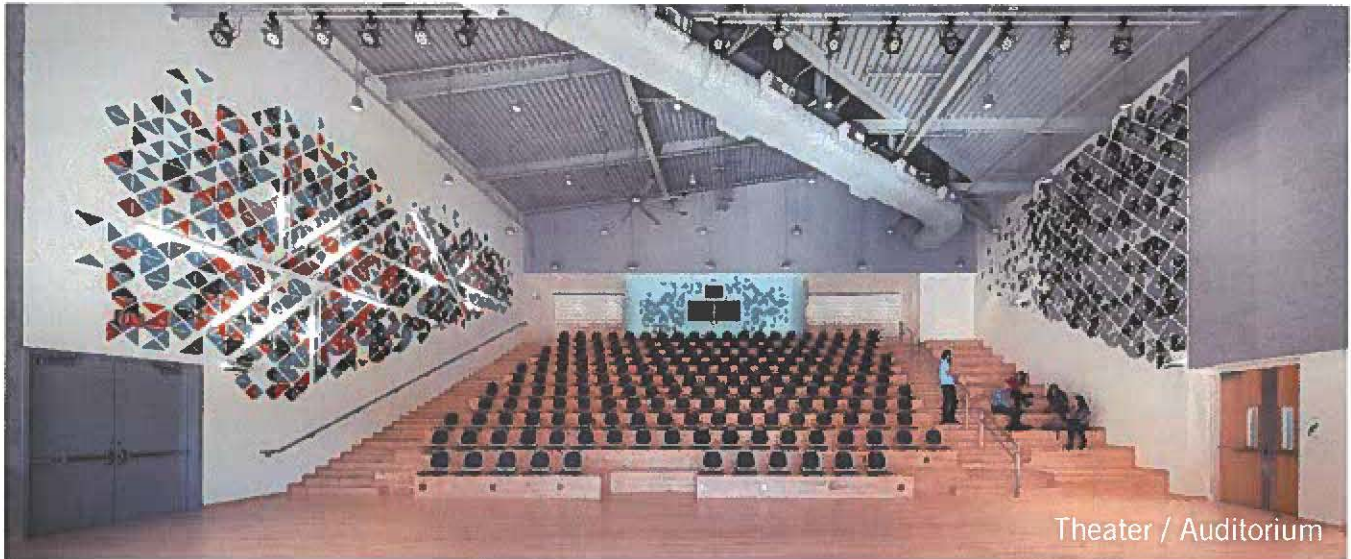


City of Newport | Performing Arts Center, Newport, OR
YGH facilitated a series of workshops with stakeholders, along with a public visioning session to develop numerous programming options for a studio theater, support spaces and other facility renovations. The design is the culmination of the multiple ideas derived from the collaborative working sessions. The design team intends to build upon the work done in this conceptual design phase, balancing financial responsibility and public value.



Alpha Broadcasting | Bing Lounge, Portland, OR
YGH designed this live performance space, located in the ground floor of a high rise building. It occupies 3,000 sf across four different levels and encompasses the main 75-seat performance space, a green room and a control room. The space is designed for optimal listening and recording quality, with a double glass wall at the perimeter and a ceiling that is suspended on isolation springs.

4.2 PROJECT EXPERIENCE



OSU | MARINE STUDIES INITIATIVE BUILDING (MSI)

Construction recently completed on this laboratory/classroom building on OSU's Hatfield Marine Science Center campus in Newport.

The building has a three-story academic and research core, connected to a two-story wing that includes community space, a theater, an innovation laboratory, and other facilities. The new building has met unprecedented resilience goals to serve as one of the first vertical evacuation tsunami sites in the nation, designing above current code. The 260-seat flexible theater allows for lectures, presentations, and even performances by Hatfield's specified artist-in-residence. The space is shared across the University as well as by the general public for community functions.

This project had large aspirational goals that required careful scope and cost alignment, with programmatic and engineering challenges. The YGH team proactively discussed budget challenges from initial concepts and programming studies. By using a value-based design approach and staying mindful of overall project goals, we were able to meet the school's greater budget goals and provide a state-of-the-art laboratory building.

Client Reference

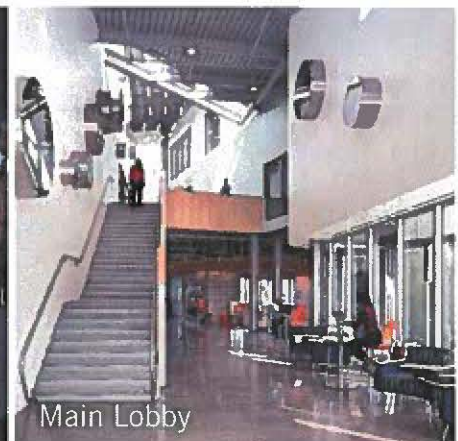
Lori Fulton, Director Capital
Project Delivery
lori.fulton@oregonstate.edu
541-737-4625

Project Facts

(see section 4.4)

Key Staff

Tom Robbins
Crystal Sanderson
Alex Asselineau
Jon Bayles
Kyle Trulen
Josh Richards
Brad Wilson
Zach Suchara
Tobin Cooley





CITY OF BEAVERTON | VARIOUS PROJECTS

YGH has been working closely with the City of Beaverton on several budget challenged interior renovation projects, to align costs with the scope, as part of an on-call agreement with the City.

Courtroom Facilities Renovation. This project is in the Griffith Building and involves renovations of existing courtroom facilities to provide additional public queuing space, new secure transaction windows and improved ADA access.

Beaverton Building Acoustical Study. YGH worked with Listen Acoustics to study the acoustical performance of the city's office space on level 4 of the Beaverton Building. In situ acoustical testing was provided as well as strategic recommendations for improving sound reduction and speech privacy based on space needs and budget.

Beaverton City Library Study Rooms. YGH recently worked with the City of Beaverton to add four new study rooms to the existing Beaverton City Library. This project is intended to enhance use of existing spaces while emulating the existing design language in this beautiful space.

Client Reference

Travis Taylor, Property & Facilities Manager, Office of the Mayor
 ttaylor@beavertonoregon.gov
 503-526-2433

Project Facts

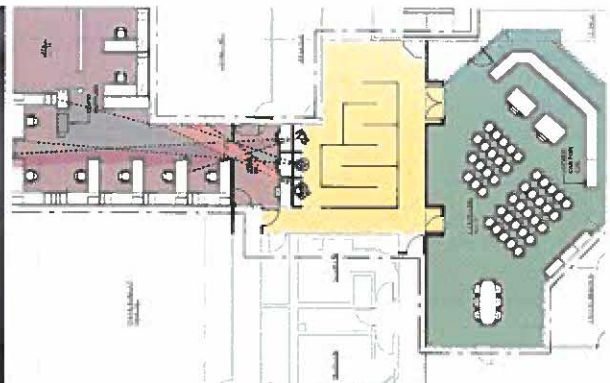
(see section 4.4)

Key Staff

Tom Robbins
 Crystal Sanderson
 Tobin Cooley



Library Study Rooms



Courtroom Facilities Renovation

4.2 PROJECT EXPERIENCE



OSU | MAGRUDER HALL

YGH recently completed a 21,500 SF expansion/renovation of the Small Animal Veterinary Teaching Hospital and laboratory at Magruder Hall, consisting of: a new multi-function auditorium, with waiting area glazed into landscape, 2-story clinic and office suite addition, and large-animal linear accelerator addition for radiation treatment. The functions of this animal hospital necessitated that all critical infrastructure and day-to-day activities were able to remain operational through construction. YGH worked with OSU to phase this project to ensure that no breach in operations occurred. This addition and renovation project fulfilled multi-layered needs for education, training and full service care at this public facility.

The CM/GC contractor took the design team's Revit model, and worked closely with their sub-contractor team to develop a detailed coordination model. Coordination model review sessions with the CM/GC team and Design Team resolved many minor conflicts, preventing several potential RFI's, prior to construction. This detailed level of coordination saved time and money across the board.

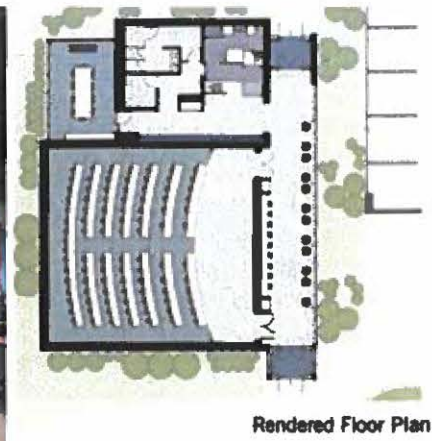
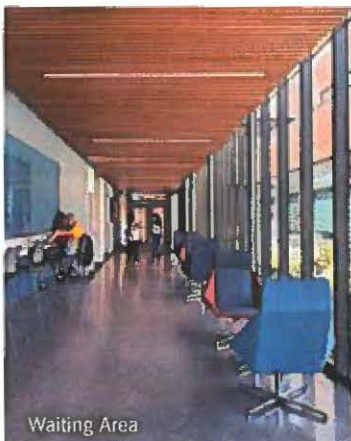
Client Reference

John M. Doty, OSU Project Manager
john.doty@oregonstate.edu
541-737-5302

Project Facts (see section 4.4)

Key Staff

Tom Robbins
Alex Asselineau
Josh Richards
Brad Wilson
Tobin Cooley



4.3 TEAM EXPERIENCE

ORGANIZATIONAL STRUCTURE

Our team organizational structure goes back to our base culture and process for creating a successfully integrated team. We will start the project by establishing a steering committee with key representatives from the city of Newport, OCCA, YGH and consultants to guide the project and serve as the final decision-making body. We will then structure a process together that reinforces the project goals to streamline our work. Collaboration and open sharing of information will enhance the development of working relationships critical to the success of the project.

KEY STAFF (PRIMARY CONTACT: *Crystal Sanderson*)



AVAILABILITY:

Tom Robbins, AIA, LEED AP BD+C | Principal-in-Charge | YGH Architecture
As Principal in Charge, Tom will be responsible for overall team performance and will lead the design effort with his theater expertise. *31 years experience.*

Relevant Experience

Newport Performing Arts Center | Conceptual Design Services, Newport, OR
Oregon State University | Marine Studies Initiative Building, Newport, OR

PHASE 1: 30%, PHASE 2: 30%, PHASE 3: 20%



AVAILABILITY:

Crystal Sanderson, AIA, LEED AP BD+C | Project Manager | YGH Architecture
As Project Manager, Crystal is responsible for process leadership, design schedule, contracts, staffing and quality control. *20 years experience.*

Relevant Experience:

City of Beaverton | City Administration Renovation Projects, Beaverton, OR
Oregon State University | Marine Studies Initiative Building, Newport, OR

PHASE 1: 50%, PHASE 2: 75%, PHASE 3: 50%



AVAILABILITY:

Alex Asselineau | Project Designer | YGH Architecture
As Project Designer, Alex will guide the project design, balancing beauty, budget and function, including wayfinding solutions. *20 years experience.*

Relevant Experience

Oregon State University | Magruder Hall Renovation & Expansion, Corvallis, OR
Oregon State University | Marine Studies Initiative Building, Newport, OR

PHASE 1: 75%, PHASE 2: 75%, PHASE 3: 50%



AVAILABILITY:

Heather McAvoy, ASTC | Principal-in-Charge, Theater Planner | Schuler Shook
Heather will oversee our theatre consulting services. She will work on overall theatre concepts and strategies in conjunction with the design team.

Relevant Experience

Portland Center Stage at the Armory Renovation and Adaptive Reuse | Portland, OR
Sacramento Memorial Auditorium Renovation | Sacramento, CA

PHASE 1: 15%, PHASE 2: 10%, PHASE 3: 20%



AVAILABILITY:

Brad Wilson | MEP | PAE

As Principal in Charge and Project Manager, Brad will implement PAE's quality control process, taking responsibility for the success of PAE's work.

Relevant Experience

Oregon State University | Magruder Hall Renovation & Expansion, Corvallis, OR
Oregon State University | Marine Studies Initiative Building, Newport, OR

PHASE 1: 15%, PHASE 2: 10%, PHASE 3: 10%

4.3 TEAM EXPERIENCE

KEY STAFF (CONTINUED)



AVAILABILITY:

Zach Suchara | Lighting Designer | Luma

As Lighting Designer of Record, Zach will work closely with YGH and the owner to provide a lighting system that achieves the desired vision, working in collaboration with PAE.

Relevant Experience

Oregon State University | Marine Studies Initiative Building, Newport, Oregon
Patricia Reser Center for the Arts | Beaverton, OR

PHASE 1: 10%, PHASE 2: 15%, PHASE 3: 5%



AVAILABILITY:

Tobin Cooley | Acoustical Engineer | Listen Acoustics

Tobin will lead the engineering effort for acoustics and AV. Tobin provides extensive acoustical expertise and guidance to create spaces that perform, and meet expectations.

Relevant Experience

Oregon State University | Magruder Hall Renovation & Expansion, Corvallis, OR
Oregon State University | Marine Studies Initiative Building, Newport, OR

PHASE 1: 10%, PHASE 2: 15%, PHASE 3: 5%



AVAILABILITY:

Josh Richards | Structural Engineer | KPFF

As the Structural Principal-in-Charge, Josh will be responsible for coordinating the work both within KPFF as well as with the rest of the design team.

Relevant Experience

Oregon State University | Magruder Hall Renovation & Expansion, Corvallis, OR
Oregon State University | Marine Studies Initiative Building, Newport, OR

PHASE 1: 20%, PHASE 2: 15%, PHASE 3: 10%



AVAILABILITY:

Daan Dommels | Civil Engineer | KPFF

Daan will serve as the main point of contact and Principal-in-Charge throughout the project, providing consistent oversight and direction to the Civil engineering team.

Relevant Experience

Artists Repertory Theatre | ART Renovation, Portland, OR
City of Tigard | Universal Plaza, Tigard, OR

PHASE 1: 25%, PHASE 2: 35%, PHASE 3: 15%



AVAILABILITY:

Kyle Trulen | Landscape Architect | Lango Hansen

Kyle Trulen will be the landscape project manager and will be responsible for revised landscape design, and project coordination.

Relevant Experience

University of Oregon | School of Music, Eugene, OR
Linfield | School of Music, McMinnville, OR

PHASE 1: 20%, PHASE 2: 40%, PHASE 3: 10%



AVAILABILITY:

Jon Bayles | Principal | JMB Consulting Group LLC

As the Cost Estimator, JMB is uniquely qualified for the project due to our experience with civic and community-based spaces as well as continued work in Newport, OR.

Relevant Experience

Oregon State University | Marine Studies Initiative Building, Newport, OR
City of Beaverton | Traffic Court Renovation, Beaverton, OR

PHASE 1: 5%, PHASE 2: 5%, PHASE 3: 0%

4.4 SUCCESSFUL COMPLETION OF SIMILAR PROJECTS

OSU MSI



Construction Delivery Method
CM/GC

Project Facts

Square Footage: 72,000 SF
Scheduled Completion: 2/5/2020
Completed: 6/1/2020
Original Budget: \$50,000,000
Final Cost: \$61,700,000

Despite 2.3% change orders overall, well below the project contingency, the program exceeded the client's budget. OSU decided to move forward with the auditorium and level 3 which were originally included as alternates. In the end OSU was able to build out the entire project as a result of YGH/Andersen Construction's teamwork and OSU's careful budgeting.

Various Projects, City of Beaverton



Construction Delivery Method
Design-Bid-Build

Project Facts

Multiple Civic Renovation Projects, January 2018 through present

Square Footage/Cost/Completion:
Griffith Building 3rd Floor:
4,857 SF / \$96,000 / on time & on budget

Traffic Court:

3,454 SF / \$373,000 / project did not move into construction

Congresswoman Bonamici:

120 SF / \$28,000 / on time & on budget

Milikan Bldg. Acoustical Study: N/A

Library Study Rooms:

712 SF / \$100,000 / currently in construction

OSU Magruder Hall



Construction Delivery Method
CM/GC

Project Facts

Square Footage: 21,500 SF
Scheduled Completion: 9/1/2018
Completed: 11/30/2019
Original Budget: \$7,200,000
Final Cost: \$14,500,000

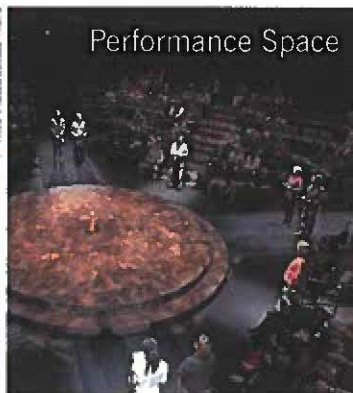
The original budget for this project was not in alignment with the desired scope. YGH worked closely with OSU to prioritize needs and develop options that maximized the use of available funds and allowed for additional scope to be added as funding became available. Design and Construction extended while OSU worked to acquire additional funding for enhanced project scope.

4.5 TERMINATION / DEFAULT

In YGH'S 56 year history, the firm has never been terminated or sued by a client.



Exterior



Performance Space

Heather McAvoy & PAE worked together on the Thomas Theater at the Oregon Shakespeare Festival in Ashland, OR. This flexible performance space can seat up to 350 patrons in variable configurations, including thrust, arena and avenue. To aid OSF's intense repertory schedule, the venue was designed to support up to a twice-daily changeover of the seating configuration.

APPENDIX A: RESUMES

"The last two large projects [Magruder Hall and Marine Studies Initiative] I have worked on were with you all [Tom, Crystal, Alex]...They both were terrific projects and nice to end on such a good note. I loved working with all of you, appreciate your sense of detail along with a good amount of humor."

*Dave Raleigh, Construction Manager (retired)
Oregon State University*


Thomas Robbins, AIA, LEED AP BD+C

YGH Architecture | Principal in Charge

Tom is a Principal at YGH with over 31 years of experience. Tom is dedicated to helping clients find long-term solutions. He has extensive experience collaborating with clients and design partners to successfully bring challenging, high profile buildings to reality. His project management role is focused on a team delivery approach. His experience in project management provide Tom with a solid background in civic and academic needs for clients of across the Pacific Northwest.

Education

Master of Architecture
Montana State
University

Bachelor of Architecture
Montana State
University

Registrations +
Certifications
Registered Architect in
Oregon, Washington,
and Virginia

NCARB Certification

LEED Accredited
Professional, BD+C

Affiliations
American Institute of
Architects (AIA)

Association for Learning
Environments (A4LE)

National Intramural-
Recreation Sports
Association (NIRSA)

Society for College
University Planning
(SCUP)

Years Experience
Total: 31
With Current Firm: 15

*with another firm

Relevant Experience

Newport Performing Arts Center | Conceptual Design Services, Newport, OR
Tom was the Principal in Charge, working with the design team and leading the various workshops and visioning sessions.

Oregon State University | Marine Studies Initiative Building, Newport, OR
Tom was the Principal in Charge for this new 72,000 SF facility to support critical research, education, and outreach, including a large theater and support space integrated into the landscape and tsunami evacuation derived building form.

Oregon State University | Magruder Hall Renovation & Expansion, Corvallis, OR
Tom was the Principal in Charge for this complex 20,000 SF expansion of the Small Animal Veterinary Teaching Hospital as well as new instructional & office spaces. The expanded clinic includes a flexible auditorium space, medical and surgical suites and a linear accelerator to provide radiation oncology services.

City of Beaverton | Various Projects, Beaverton, OR
Tom served as Principal in Charge for multiple projects with the City of Beaverton including the traffic court renovation and Congresswoman Bonamici's office.

Humboldt State University | Native American Forum, Arcata, CA
Tom served as Project Manager for this project which was designed in conjunction with the adjacent Behavioral and Social Sciences Building on the Humboldt State University campus.

Vulcan Northwest | Cinerama Theater, Seattle, WA*
Tom served as Project Architect and Design Assistant on this renovation of the existing 800+ seat Cinerama Theater located in Seattle. The theater was designed to both accommodate live music performances as well as a history mode of 3D film viewing.

US Department of State | American Cultural Center, Rangoon, Myanmar
Tom was the Project Manager for this facility designed to provide a library, classroom, multi-purpose and performance spaces, media rooms and cafe for Burmese citizens studying culture. The project included an auditorium and two performance spaces.

Vulcan Northwest | Experience Music Project, Private Founders Lounge, Seattle, WA*

Oregon Children's Theatre | Portland, OR*

MESA Performing Arts Center | Repertory Theater, Mesa, AZ*

Newberg School District | Newberg Music Building, Newberg, OR*

Cinerama | Seattle, WA*



Crystal Sanderson, AIA, LEED AP BD+C

YGH Architecture | Project Architect

Crystal is a registered architect with 20 years of experience in all phases of design and construction, specializing in design, detailing, and the production of construction documents. Crystal's project experience ranges from education to healthcare, community, and custom residential. Crystal is accustomed to working on projects with multiple key stakeholders and managing the competing needs of users, facilities managers and executive teams. She brings a passion for community that is rooted in the belief that the built environment influences our every activity, our experience and our lifestyles, and she aspires to enrich communities and to design adaptable, timeless projects that meet the needs of today while providing for future generations.

Relevant Experience

Newport Performing Arts Center | Conceptual Design Services, Newport, OR
Crystal was on the design team, reviewed existing conditions on site and provided code input for the conceptual design phase.

Oregon State University | Marine Studies Initiative Building, Newport, OR
Crystal was Project Architect for this new 72,000 SF facility to support critical research, education, and outreach, including a flexible auditorium space to allow for lectures, presentations and even performances by Hatfield's specified artist-in-residence.

City of Beaverton | Multiple Small Projects, Beaverton, OR
Crystal is managing multiple small projects with the City of Beaverton including the renovation of the traffic court and Congresswoman Bonamici's office.

De Anza College | Planetarium Renovation, Cupertino, CA*
Crystal was on the design team for the renovation of the existing planetarium including a new planetarium shell, new seating, projection and audio equipment. The majority of the budget was allocated to AV equipment integration. The project also included new finishes and ADA upgrades.

Ohlone College | Core Academic Buildings, Fremont, CA*
Crystal was the Project Architect for the core and interiors of 185,000 SF of new community college buildings. The three new buildings included a science building, an arts building and a general academic building with a library and learning center. There are two lecture halls, seating 160 and 130 occupants.

The Standard | Standard Plaza and Standard Center Renovation, Portland, OR
Crystal served as Project Manager / Project Architect for a major renovation of two office towers in downtown Portland. A primary goal of the multimillion-dollar facilities improvement was to continue to attract top talent from across the country while meeting the needs of changing workforce generations. Renovated spaces included conference rooms, informal meeting spaces, modernized break rooms and workstations, updated lockers, workout facilities, and bicycle storage.

Saratoga Foothill Club | Accessibility Renovation, Saratoga, CA*
Crystal served as Project Manager to renovate ancillary spaces in this historic woman's club designed by Julia Morgan. The Saratoga Foothill Club is on the local, state and national historic registries. Crystal worked with the club to emulate the historic design and materials, and bring the spaces up to accessibility standards.

Education
Bachelor of Arts in
Architecture
University of California,
Berkeley

**Registrations +
Certifications**
Registered Architect in
Oregon & California

NCARB Certification

**LEED Accredited
Professional, BD+C**

Affiliations
American Institute of
Architects (AIA)

**Architecture Foundation
of Oregon (AFO) Board
of Directors**

**2020 Daily Journal of
Commerce Women of
Vision Recipient**

Years Experience
Total: 20
With Current Firm: 6

*with another firm

**Alex Asselineau**

YGH Architecture | Project Designer

Education
Degree (equiv. to
Masters of Architecture)
w/ Study Abroad at Cal
Poly San Luis Obispo,
Ecole d'Architecture,
Paris Val-de-Seine

Years Experience
Total: 20
With Current Firm: 10

Born in France, Alex earned his degree from the Ecole d'Architecture Paris-Val de Seine, where he received his Bachelors of Architecture. After studying abroad at Cal Poly San Luis Obispo, he moved to Los Angeles where he started his career with CO Architects. As a Project Designer, he has worked across a full range of project types and scales, from public, commercial, to higher education, and he is attuned to rigorous and collaborative design processes. With over 20 years of experience in the industry, his interest in architecture and the built environment is still growing. At the core of his holistic approach to projects is the goal to procure practical and quality design through controlled spatial composition, material selection, and true detailing.

Relevant Experience**Oregon State University | Marine Studies Initiative Building, Newport, OR**

Alex was a project designer for this new 72,000 SF oceanography research facility. The building comprises a theater and state of the art collaborative laboratories, shared among Federal agencies including the National Oceanic and Atmospheric Administration and all 11 colleges at OSU. The 260 seat theater for lectures is also capable of hosting sit down functions, and the space is shared across the University as well as the general public.

Oregon State University | Magruder Hall Renovation & Expansion, Corvallis, OR

Alex was the Project Designer for this complex 20,000 SF expansion of the Small Animal Veterinary Teaching Hospital as well as new instructional & office spaces and standalone multi-function auditorium. To allow the critical functions of the hospital to remain operational, the project was executed in multiple phases: beginning with the auditorium for hosting the incoming freshman class, then followed by the clinics and exam rooms, with the final phase of construction being the linear accelerator, capable of delivering oncology radiation treatment to large animals.

US Department of State | National Foreign Affairs Training Center, Arlington, VA

Alex is a project designer for this classroom building for the Foreign Service Institute.

Central Washington University | Samuelson Hall, Ellensburg, WA

Alex was design assist for this adaptive reuse project at the heart of CWU's campus. The 130,000 SF project reinvigorates a long vacant site with a vibrant dynamic facility showcasing technology and communications. The center of the building is a double height gathering space for students and faculty, adjoined by informal learning spaces, it creates a hub for student interaction.

Central Oregon Community College | Science Center, Bend, OR

Alex was a designer for this 46,000 SF hillside building. The Science Building provides flexible instruction spaces which support both traditional and innovative ways of teaching and learning. Collaboration and interaction are encouraged with the informal student study areas that accompany the enclosed lab and classroom spaces.

Central Oregon Community College | Jungers Culinary Center, Bend, OR**Chemeketa Community College | Yamhill Valley Campus, McMinnville, OR****Clackamas Community College | Center for Health Education, Milwaukie, OR**



Heather McAvoy, ASTC
Schuler Shook | Principal

Heather is a recognized leader in theatre planning and consulting, emphasizing collaboration and creativity in her approach to each project. She is a pragmatic and detail-oriented planner and designer with an extensive background in lighting design for live performance. She joined Schuler Shook in 2016, after thirty years as a theatre planner, principal and director for another firm, with involvement in over 250 theatre planning projects.

Education
BA – Stanford University
MFA – New York
University Tisch School
of the Arts

Affiliations
American Society of
Theatre Consultants
Board of Directors
(2015-present)
Vice-President
(2018-present)

United Scenic Artists of
America

United States Institute
for Theatre Technology

Awards
Design Award, Stanford
Roble Gym Complex

USITT Honor Award
– Royce Hall Seismic
Renovation

USITT Merit Award
– California State
University

Fullerton Performing
Arts Center

Years Experience

Total: 34
With Schuler Shook: 4

Relevant Experience
Portland Center Stage at the Armory Renovation and Adaptive Reuse | Portland, OR
Heather served as Principal-in-Charge for this 1891 Armory building which comprises the 590-seat U.S. Bank Main Stage and the 180-seat Ellyn Bye Studio Theatre. She provided theatre planning and equipment design services with a previous consulting firm for this adaptive reuse/historic renovation project.

Sacramento Memorial Auditorium Renovation | Sacramento, CA
Heather was Principal in Charge for the renovation of this 3,500 seat auditorium built in 1927. The renovations included new theatrical systems include seating, theatrical lighting, stage rigging, front-of-house truss rigging system, orchestra shell system, theatre platforms and variable acoustic banners.

Napa Valley Opera House Renovation | Napa, CA
Heather was the Theatre Consultant for the renovation of this 1879 Opera House. The interior was restored to a close approximation of its original design, including the original windows, horseshoe balcony and central chandelier. Services included new seating layout for improved sightlines, support space design, orchestra pit configuration and ADA accessibility as well as complete design for lighting and rigging systems.

Leshner Center for the Arts, Walnut Creek | CA
Heather served as Theatre Consultant for the new Dean Leshner Center for the Arts. Services included stage lighting and rigging systems design, seating layouts and sightlines as well as general theatre consulting.

Livermore Valley Performing Arts Center, Bankhead Theater | Livermore, CA
Heather served as Principal-in-Charge for this new performing arts center. Services included full theatre planning and equipment design for the 507-seat Bankhead Theater which featured fully rigged fly-tower, orchestra pit, concert orchestra enclosure, and full backstage performer amenities.

Moonlight Amphitheatre | Vista, CA
Heather McAvoy was the Principal-in-Charge of this project. This major renovation included new lighting, a new stagehouse featuring a fully automated rigging system, a new stage, with orchestra pit and forestage passerelle, new backstage spaces including a loading dock, scene shop, rehearsal room, costume room and dressing rooms, and improvements to the existing seating areas, with capacity for 2,000 patrons and a refurbished control room and new house and site lighting.

Thomas Theatre | Oregon Shakespeare Festival, Ashland, OR
California Theatre Renovation | Pittsburg, CA
Stanford University | Memorial Auditorium & Pigott Theater Renovation, Stanford, CA

**Brad Wilson, PE, LEED AP BD+C**

PAE | Principal in Charge, Project Manager

With nearly 20 years of experience in mechanical engineering and a background in architectural engineering, Brad approaches projects from an interdisciplinary perspective. He has worked on more than 25 projects that are pursuing or have achieved LEED ratings—many of which also have Net-Zero Energy aspirations. Brad is particularly adept at guiding owners and architects through construction and operation costs to inform system decision-making. Brad's recent work with YGH on the Hatfield Marine Studies Initiative Research Facility in Newport will allow for an effective and collaborative team dynamic. As Principal in Charge and Project Manager, Brad will implement PAE's quality control process, taking responsibility for the success of PAE's work through the oversight of budget, schedule, and design quality standards. He will function as PAE's main point of contact with YGH, the owner, and other team members.

Education

Bachelor of Architectural Engineering, Mechanical Engineering, Penn State University, State College, PA

University of Leeds,
College of Civil
and Architectural
Engineering, Leeds,
England

**Registrations +
Certifications**

Registered Professional
Engineer in Oregon and
Washington

LEED Accredited
Professional, Building
Design and Construction

Affiliations

American Society of
Heating, Refrigeration
and Air Conditioning
Engineers (ASHRAE)

Cascadia Chapter
Green Building Council
(USGBC)

Years Experience

Total: 20

With Current Firm: 18

Relevant Experience

Oregon State University | Marine Studies Initiative Building, Newport, OR
Brad was the Principal in Charge and Mechanical Engineer for this new 72,000 SF facility which supports critical research, education, and outreach. The facility includes flexible, state of the art research labs for collaboration among multiple federal and state agencies and all 11 colleges at OSU.

City of Beaverton | Patricia Reser Center for the Arts, Beaverton, OR
Brad is the Principal in Charge and mechanical engineer for the Patricia Reser Center for the Arts, which will feature a 450-seat theater, classrooms for arts and dance, an outdoor arts plaza to host festivals and events, a large lobby for receptions, meeting and conference space, an art gallery, café, and rooftop terrace. The 48,000 SF building is slated to open in late 2021 and is pursuing LEED Gold certification.

Bend Park & Recreation District | Simpson Pavilion, Bend, OR
Brad was Principal in Charge for the Bend Park & Recreation District's new open-air, covered pavilion. The civic gathering space includes a seasonal ice rink, multi-sport courts, and hosts a variety of community events. In addition, it houses support facilities such as multi-purpose rooms, lobby, office space, locker rooms, and storage.

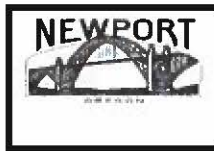
Tualatin Hills Park & Recreation District | Conestoga Community Center Expansion, Beaverton, OR
Brad was the Project Manager for the renovation and expansion of this 10,000 SF community center. The building program features classrooms, new weight and fitness room, locker area, and a kitchen, as well as aquatic facilities.

University of Oregon | School of Music and Dance, Addition & Renovation, Eugene, OR
Brad was the Mechanical Engineer for the 29,000 SF addition and 15,000 SF renovation of this state of the art recital space. The building program features recital space, an acoustically isolated recording room, choral rehearsal rooms, and a 148-seat lecture hall.

Bend Park & Recreation District | Administration Building, Bend, OR

Northgate Library and Community Center | Seattle, WA

Sherwood Library and City Hall | Sherwood, OR



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Professional Services Agreement - Performing Arts Center Expansion

Date: 6/7/21

Statement of Purpose: Architectural and Engineering support for Phase 1

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: [Signature] Date: 6/11/2021

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
City Council Approval Needed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Date: <u>6/7/21</u>	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 6/17/21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 6/18/2021

Date posted on website: 6/21/21