



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 125-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH HACKER TO BE THE ARCHITECTURAL DESIGN TEAM OF THE LIBRARY CONSTRUCTION PROJECT.

WHEREAS, at the May 17, 2016, Primary Election the voters of Milwaukie authorized the City to undertake a construction project to expand and update the Ledding Library; and

WHEREAS, the City has undertaken a request for proposals (RFP) process to solicit and review applications for architectural design teams; and

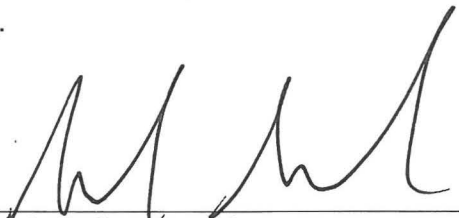
WHEREAS, a subcommittee comprised of City Council and staff reviewed all proposals received, interviewed 3 qualified applicants for the architectural design team contract; and

WHEREAS, Hacker has met the criteria of the RFP process and is qualified to act as the City's Library Architectural Design Team.

Now, Therefore, be it Resolved that the City Manager is authorized to sign a contract with Hacker to be the Architectural Design Team for the Ledding Library of Milwaukie Construction Project, for a contract not-to-exceed \$1,336,406.00.

Introduced and adopted by the City Council on 12/20/16.

This resolution is effective on 12/20/16.




Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott S. Stauffer, City Recorder



City Attorney



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 27th day of January in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

and the Architect:
(Name, legal status, address and other information)

Hacker Architects, Inc.
733 Southwest Oak Street
Portland, OR 97205

for the following Project:
(Name, location and detailed description)

Ledding Library of Milwaukie Renovation and Expansion
10660 SE 21st Avenue
Milwaukie, OR 97222

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

§ 1.1.1 PROJECT PARAMETERS

§ 1.1.1.1 General Project objectives are as follows:

The Milwaukie Ledding Library is less than half the recommended size for its current service area population. The existing Ledding Library was built in 1964 with upgrades/expansions in 1987 and 1996; however, there were no seismic upgrades and ADA renovations were minimal. A major aspect of this project will be creating harmony and flow between the existing building and the addition. The Project will include renovations of approximately 12,250 SF of existing space, plus an addition of approximately 10,000-15,000 SF for an estimated total usable area of 22,000-27,000 SF. The expanded Ledding Library will provide a wide variety of programming, services and materials that are accessible to all of the community and will provide physical spaces to accommodate these and other activities that draw patrons and the general community to the library. The size of the library as well as the variety and character of the spaces should be a reflection of Milwaukie's growing community and service district, with regard to both number and diversity.

Sustainable design elements and value engineering are also important to the Owner and the possibility of pursuing LEED certification will be analyzed by the Project Team.

The Project location is in historic downtown Milwaukie on which the existing Ledding Library building is sited. Sitework associated with the renovation and expansion is included in the Project. The Owner envisions maintaining its services within the existing Ledding Library building during construction of the expansion, relocation of library services to the expansion addition during renovation of the existing Ledding building, and a final move into the fully completed project. Alternatively, a move to an interim site during the entire construction process and a final move into the fully completed Project may be considered.

§ 1.1.1.2 Physical and legal parameters are as follows: The existing library building occupies a site in Milwaukie's city core and is directly adjacent to a pond / water quality resource. This resource has very specific and rigid access and mitigation requirements that greatly limit development within the boundary. A second Habitat Protection Zone also overlaps the site and will require careful coordination with the natural resource design criteria for purposes of development. A second building known as the Pond House is located across the pond east of the library. This building is a renovated private residence and is owned by the City of Milwaukie and is managed by the Ledding Library. Also located on the site are an outdoor amphitheater, historic fountain and several significant trees. Additional legal parameters may be imposed as a part of the regulatory review, approval and permitting process.

§ 1.1.1.3 Financial parameters are as follows: Funding for the renovation and expansion is anticipated to come from a combination of Library reserves, the sale of bonds specifically for the Library project, designated Clackamas County library funds and private donations and grants. The complete (hard and soft) project budget is anticipated to be \$10.2M. The Owner's Guaranteed Maximum Price (GMP) budget is anticipated to be approximately \$6.25M.

§ 1.1.1.4 Project procurement or delivery method will be as follows: Owner will retain a Construction Manager/General Contractor (Contractor) which will provide design phase, subcontractor bidding phase and construction phase services. The Contractor will provide cost estimating services during design, assist in cost control and value engineering, manage subcontractor bidding and act as the Contractor during construction. The construction contract will be a modified AIA A102-2007, Standard Form of Agreement Between Owner and Contractor, and modified AIA A201-2007, General Conditions of the Contract for Construction, where the basis of payment is the "Cost of the Work Plus a Fee with a Guaranteed Maximum Price."

§ 1.1.2 PROJECT TEAM

§ 1.1.2.1 The Owner's Designated Representative is:

Ann Ober, City Manager
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

§ 1.1.2.2 The persons, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

Katherine Newell, Library Director
10660 SE 21st Avenue
Milwaukie, OR 97222

and

Dan Naughton, Project Manager
Shiels Oblatz Johnsen, Inc.
1140 SW 11th Avenue, Suite 500
Portland, OR 97205

§ 1.1.2.3 The Owner's other consultants and contractors are:

Geotechnical Engineer:
[To Be Determined]

Traffic/Parking Study:
[To Be Determined]

Tree Removal and Preservation Recommendations:
[To Be Determined]

Surveyor:
[To Be Determined]

Environmental, Hazardous Materials and Wetlands Assessment:
[To Be Determined]

§ 1.1.2.4 The Architect's Designated Representative is:

William C. Dann, Principal
Hacker Architects, Inc.
733 Southwest Oak Street
Portland, OR 97205

§ 1.1.2.5 The consultants retained at the Architect's expense are:

Civil Engineer:
Harper Houf Peterson Righellis Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

Structural Engineer:
ABHT Structural Engineers
1640 NW Johnson Street
Portland, OR 97209

Mechanical, Electrical & Plumbing Engineer:
PAE Consulting Engineers Inc.
522 SW 5th Avenue, Suite 1500
Portland, OR 97204

Landscape Architect:
Place Studio
735 NW 18th Avenue
Portland, OR 97209

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Providing the Architect's schedule submittal required in Section 3.1.3 allows, the Owner anticipates commencement of construction during April 2018. If the Architect's schedule submittal required in Section 3.1.3 does not allow commencement of construction prior to or during April 2018, then Architect shall notify the Owner and adjust the schedule accordingly to indicate the revised commencement of construction date. No adjustment of the Architect's compensation shall be made due to the initial submittal of the Architect's schedule under Section 3.1.3 and any resulting initial revision of the commencement of construction date.

.2 Substantial Completion date:

Providing the commencement date is April 2018 as stated in Section 1.2.1, the Owner currently anticipates a construction duration of approximately fourteen (14) months resulting in Substantial Completion during July 2019. However, the CM/GC selected for the project must assess the impact of the Owner's desire to maintain services within the existing Ledding Library building during construction of the expansion wing(s), relocate library services to the expansion wing during renovation of the existing Ledding building, and lastly move into the fully completed project. If the CM/GC recommends a different construction phase duration, then the initial determination of Date of Substantial Completion will be adjusted accordingly. No adjustment of the Architect's compensation shall be made due to the CM/GC's initial determination of the Date of Substantial Completion which

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is also dependent upon the construction commencement date determined as described in Section 1.2.1.

§ 1.3 The Owner and Architect may rely on the Initial Information to the extent permitted above. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall make appropriate adjustments.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement and the Architect's proposal attached hereto as Exhibit A.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect's Designated Representative authorized to act on behalf of the Architect with respect to the Project is identified in Section 1.1.2.4. Any change of the Architect's Designated Representative shall be subject to the Owner's written approval. The Architect's consultants identified in Section 1.1.2.5 will perform certain portions of the services required by this Agreement. The Architect shall not terminate any consultant, substitute other consultants or contract with additional consultants not listed herein without prior written approval of the Owner.

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

§ 2.5 Architect and its subcontractors shall maintain insurance acceptable to the Owner in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Architect's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of the Owner and that any other insurance maintained by the Owner is excess and not contributory insurance with the insurance required hereunder.

Architect's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without 30 days prior notice to the Owner. 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 the Owner, in lieu thereof, a certificate in form satisfactory to the Owner certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie	
Attn: Finance	Business Phone: 503-786-7555
10722 SE Main Street	Business Fax: 503-653-2444
Milwaukie, Oregon 97222	Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work. Thirty days cancellation notice shall be provided the Owner by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit Architect's liability hereunder. Notwithstanding said insurance, Architect shall be obligated for the total amount of any damage, injury, or loss caused by negligence or wrongful acts in the performance of services connected with this Agreement.

The policy or policies of insurance maintained by the Architect and its subcontractors specifically identified in Section 1.1.2.5 shall provide at least the following limits and coverages:

.1 Commercial General Liability Insurance

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Architect shall obtain, at Architect's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	2,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

.2 Professional Liability

Architect shall obtain, at Architect's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$3,000,000 and filed on a "claims-made" form.

.3 Commercial Automobile Insurance

Architect shall also obtain, at architect's expense, and keep in effect during the term of this Agreement 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 \$2,000,000.

.4 Workers Compensation Insurance

The Architect, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

.5 Additional Insured Provision

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

.6 Extended Reporting Coverage

If any of the aforementioned 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 Architect's insurer will provide such if less than 24 months. Architect 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.

.7 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 Owner. Any failure to comply with this provision will not affect the insurance coverage provided to the Owner. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

.8 Insurance Carrier Rating

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

.9 Certificates of Insurance

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

Certificates of Insurance should read "Insurance certificate pertaining to Agreement for Milwaukee Ledding Library Renovation and Expansion. The Owner, its officers, directors and employees shall be added as additional insureds with respects to this Agreement. Insured coverage is primary" in the description portion of certificate.

.10 Primary Coverage Clarification

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

.11 Cross Liability Clause

A cross-liability clause or separation of insureds clause will be included in general liability policy.

.12 Umbrella Policy

Any contractor or subcontractor that does not meet the minimum requirement may elect to obtain an Umbrella Policy in an amount that is consistent with the indicated minimum requirement; this is in lieu of increasing each policies base dollar threshold(s). Umbrella coverage must follow form of coverage of policies which don't meet minimum requirements.

§ 2.6 All additional subcontractors not specifically identified in Section 1.1.2.5 must maintain policy or policies of insurance with at least the following coverages:

Coverage	Per Claim/Aggregate
General Liability	\$1,000,000 / \$1,000,000
Professional Liability	1,000,000 / 2,000,000
Commercial Automobile	1,000,000
Workers Compensation	State Minimum Requirement

Any contractor or subcontractor that does not meet the minimum requirement may elect to obtain an Umbrella Policy in an amount that is consistent with the indicated minimum requirement; this is in lieu of increasing each policies base dollar threshold(s). Umbrella coverage must follow form of coverage of policies which don't meet minimum requirements. Alternatively the Owner will allow the subcontractors to be deficient if they were covered under the primes insurance policies.

The Owner will waive the professional liability requirement for contractors with total contract value under \$50,000.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and the Architect's proposal attached hereto as Exhibit A and include civil, structural, mechanical, and electrical engineering services; landscape design; architectural interior design; and design intent for furniture and shelving. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services and administer the work of the Architect's consultants, consult with the Owner and its representatives, including the Contractor, research applicable design criteria, attend all Project meetings, communicate with members of the Project Team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall perform research and prepare a research report including measured drawings of the existing Library building. The Architect shall conduct a community outreach effort and prepare a community outreach report. Based upon information provided by the Owner and the research and community outreach reports, the Architect shall prepare a program setting forth the Owner's objectives, needs (current/future), constraints and criteria, including required space allocations, sizes and relationships, adjacencies, flexibility, expandability, special equipment, systems and site requirements.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval preliminary designs illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the selected preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that

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is consistent with the program and Owner's schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the program and Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, Owner's Project Manager and Contractor and cooperate with the Contractor during Contractor's preparation of an estimate of the Cost of the Work based on current area, volume or similar conceptual estimating techniques.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, Owner's Project Manager and Contractor for their review. The Owner and Architect acknowledge and agree that the Owner, Owner's Project Manager and Contractor will conduct an intensive review of the Schematic Design Documents. The Architect's services shall include, but not be limited to, a comparison of the Contractor's estimate of the Cost of the Work based upon the Schematic Design Documents with the Owner's budget established in accordance with Article 5.2. The Architect's services shall include revisions to the Schematic Design Documents following the intensive review for the purpose of aligning the Cost of the Work with the Owner's budget. Once aligned, the Architect shall request the Owner's approval. Any conditions to the Owner's approval including but not limited to any further revisions to be made to the pending design that are to be incorporated into or otherwise addressed in the Design Development Documents or in the design depicted in such Documents, due to cost of other considerations, shall be included in the Owner's approval and notice to proceed.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall submit the final (100%) Design Development Documents to the Owner, Owner's Project Manager and Contractor and cooperate with the Contractor during Contractor's preparation of an estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, Owner's Project Manager and Contractor for their review. The Owner and Architect acknowledge and agree that the Owner, Owner's Project Manager and Contractor will conduct an intensive review of the Design Development Documents. The Architect's services shall include but not be limited to a comparison of the Contractor's estimate of the Cost of the Work based upon the Design Development Documents with the Owner's budget established in accordance with Article 5.2. The Architect's services shall include revisions to the Design Development Documents following the intensive review for the purpose of aligning the Cost of the Work with the Owner's budget. Once aligned, the Architect shall request the Owner's approval. Any conditions to the Owner's approval including but not limited to any further revisions to be made to the to the pending design that are to be incorporated into or otherwise addressed in the Construction Documents or in the design depicted in such Documents, due to cost of other considerations, shall be included in the Owner's approval and notice to proceed.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor

will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. In connection with the Contractor's responsibility for securing permits, the Architect shall prepare and otherwise coordinate informational packages required and necessary for the permitting and approval of the Project. The Architect shall take the lead role in coordinating and communicating with the jurisdictional authorities regarding all matters associated with the permitting and approval process.

§ 3.4.3 The Architect shall prepare the fifty percent (50%) Construction Documents, the ninety percent (90%) and the final one hundred percent (100%) Construction Documents such that the Drawings and Specifications are coordinated. As used in this Section 3.4.3, the term "coordinated" shall mean that all of the documents and their various provisions for all design disciplines are correlated, integrated and harmonized such that consistent with Section 2.2 all spatial and dimensional conflicts and inconsistencies as well as all conflicts and inconsistencies between and among systems, components and materials have been identified and are resolved.

§ 3.4.4 The Architect shall submit fifty percent (50%) Construction Documents to the Owner, Owner's Project Manager and Contractor and cooperate with the Contractor during Contractor's preparation of an estimate of the Cost of the Work. The Owner and Architect acknowledge and agree that the Owner, Owner's Project Manager and Contractor will conduct an intensive review of the fifty percent (50%) Construction Documents. The Architect's services shall include but not be limited to a comparison of the Contractor's estimate of the Cost of the Work based upon the fifty percent (50%) Construction Documents with the Owner's budget established in accordance with Article 5.2. The Architect's services shall include revisions to the fifty percent (50%) Construction Documents following the intensive review for the purpose of aligning the Cost of the Work with the Owner's budget.

§ 3.4.5 The Architect shall submit the ninety percent (90%) Construction Documents to the Owner, Owner's Project Manager and Contractor for their review. The Owner and Architect acknowledge and agree that the Owner, Owner's Project Manager and Contractor will conduct an intensive review of the ninety percent (90%) Construction Documents. The Architect's services shall include but not be limited to a comparison of the Contractor's estimate of the Cost of the Work based upon the ninety percent (90%) Construction Documents with the Owner's budget established in accordance with Article 5.2. The Architect's services shall include revisions to the ninety percent (90%) Construction Documents following the intensive review for the purpose of aligning the Cost of the Work with the Owner's budget. Once aligned, the Architect shall prepare final one hundred percent (100%) Construction Documents and request the Owner's approval. Upon approval of the final one hundred percent (100%) Construction Documents, the Owner shall provide the Architect written notice of authorization to proceed to the Bidding or Negotiation Phase. Any conditions to the authorization shall be included in the Owner's notice to proceed.

§ 3.4.6 The Architect shall provide to the Owner at no additional cost the final, approved one hundred percent (100%) Construction Documents in electronic format, in the case of the Drawings both in AutoCAD and pdf.

§ 3.4.7 Upon request of the Owner, and when necessary due to considerations of Construction Cost, the Architect shall organize and prepare specified portions of the Construction Documents as additive alternates.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect, with the Owner's and Owner's Project Manager's concurrence shall support the Contractor in establishing a list of prospective subcontractors. Following the Owner's approval of the Construction Documents for subcontractor bidding, the Architect shall support the Contractor in (1) obtaining from prospective subcontractors either competitive bids or negotiated proposals; (2) confirming responsiveness of subcontractor bids or proposals; and (3) determining the successful subcontractor bids or proposals.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 The Architect shall support the Contractor in subcontractor bidding for the Project by

- .1 procuring the reproduction of Construction Documents for distribution through the Contractor to prospective subcontractor bidders;

- .2 preparing responses to questions from prospective subcontractor bidders and providing through the Contractor clarifications and interpretations of the Construction Documents to all prospective bidders in the form of addenda; and
- .3 advising the Owner and Owner's Project Manager on matters pertaining to the approval of the Contractor's recommendations for award of subcontracts.

§ 3.5.2.2 The Architect shall

(Paragraphs deleted)

consider requests for substitutions, if the Construction Documents permit substitutions, and shall prepare and distribute through the Contractor addenda identifying approved substitutions to all prospective subcontractor bidders.

(Paragraph deleted)

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 The Architect shall support the Contractor in obtaining proposals by

- .1 procuring the reproduction of Construction Documents for distribution through the Contractor to prospective subcontractors;
- .2 preparing responses to questions from prospective subcontractors and providing through the Contractor clarifications and interpretations of the Construction Documents to all prospective subcontractors in the form of addenda; and
- .3 participating in negotiations with prospective subcontractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.2 The Architect shall

(Paragraphs deleted)

consider requests for substitutions, if the Construction Documents permit substitutions, and shall prepare and distribute through the Contractor addenda identifying approved substitutions to all prospective subcontractors.

(Paragraph deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Owner and Architect will jointly provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as modified. If the Owner and Contractor further modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Owner has designated a Project Manager (Owner's Project Manager) to be the Owner's representative. The Architect generally shall assist the Owner and Owner's Project Manager in fulfilling the responsibility to administer the Contract. If so requested by the Owner and/or the Owner's Project Manager, the Architect shall interpret and advise the Owner and Owner's Project Manager with respect to matters set forth in the Drawings and Specifications.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Owner's Project Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the issuance and execution of the initiating Change Order (CO 00) and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect will periodically visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise required in Section 4.3.3, (1) to become generally familiar with and to keep the Owner

informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority and responsibility to advise the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority and responsibility to advise the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall, upon the written request of either the Owner or Contractor, initially interpret matters concerning performance under and the requirements of the Contract Documents. The Architect's response to such requests shall be made in writing within no more than 15 days after written request is made for them.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the language and intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings, as required by the Owner. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not show partiality to either.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to make initial recommendations, the Architect shall make initial recommendations on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize, subject to approval by the Owner, minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval, issuance by the Owner's Project Manager, and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall promptly conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Owner's Project Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner and Owner's Project Manager about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner and Owner's Project Manager the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner and/or Owner’s Project Manager, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Section 3.2.1, Included in Basic Services
<i>(Row deleted)</i>		
§ 4.1.2 Multiple preliminary designs	Architect	Section 3.2.4, Included in Basic Services
§ 4.1.3 Measured drawings	Architect	Included in Basic Services
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning	Architect	Section 3.2.5, Included in Basic Services
§ 4.1.6 Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Section 3.1, Included in Basic Services
§ 4.1.8 Landscape design	Architect	Section 3.1, Included in Basic Services
§ 4.1.9 Architectural Interior Design	Architect	Section 3.1, Included in Basic Services
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Architect	Included in Basic Services
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Architect	Included in Basic Services
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect	Included in Basic Services
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22 Commissioning (Fundamental and Enhanced)	Architect	Included in Basic Services
<i>(Row deleted)</i>		
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Architect	Section 3.1, Included in Basic Services

Init.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See the Architect's proposal attached hereto as Exhibit A.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to request from the Owner (1) compensation pursuant to Section 11.3 and (2) an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Except as necessary for coordination pursuant to Sections 3.1.2 and 3.4.3, preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Except as provided in Section 3.4.7 or needed for the continuity of the Work during construction, preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Except as provided in Exhibit A, preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Evaluating an extensive number of Claims;
- .4 Evaluating an extensive number of substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .5 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. Architect shall not proceed to provide the additional services until the Architect receives the Owner's written authorization. When the limits below are reached, the Architect shall immediately notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Seventy (70) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-six (26) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project including, following receipt of the Architect's initial schedule for the performance of the Architect's services, the City's input on the length of time necessary for approvals and permits, and the Contractor's initial schedule for construction activities, and an overall Project Schedule.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner has designated a Project Manager (Owner's Project Manager), Shields Oblatz Johnsen, Inc., to be the Owner's representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets and pavements; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner and Architect shall cooperate in coordinating the services of the Owner's consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.10 With the exception of routine communications, the Architect and the Contractor shall endeavor to communicate with each other through the Owner's Project Manager. Routine communications between the Architect and Contractor may occur, provided the Owner's Project Manager is apprised through copies of appropriate correspondence, meeting minutes or other records of such communications. All instructions and other communications to the Contractor prepared by the Architect will be issued through the Owner's Project Manager. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with subcontractors and material suppliers of the Contractor shall be through the Contractor. Communications by and with Owner's separate contractors shall be through the Owner's Project Manager.

§ 5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 The Owner and Architect recognize the overriding budget limitations that must guide the design of the Project. The Architect agrees to use its best efforts and work jointly with the Owner and Contractor to design the Project to be constructed within the Owner's budget for the Cost of the Work. Architect will cooperate with Contractor during Contractor's execution of its responsibility to prepare preliminary construction cost estimates, to obtain bids and to establish a Guaranteed Maximum Price (GMP) that does not exceed the Owner's budget. The Architect shall consider the periodic cost estimates provided by the Contractor as the current cost opinion to be compared to the Owner's budget for the Cost of the Work. A design and estimating contingency will be established by mutual agreement between the Owner, Architect and Contractor. The design and estimating contingency will be gradually adjusted downward and, as appropriate, added to the Cost of the Work or the Owner's construction contingency as milestone cost estimates are prepared, but in no case shall the Owner's budget for the Cost of the Work change without notice in writing from the Owner. If the Contractor's final GMP exceeds the Owner's budget for the Cost of the Work by more than 5%, at the Owner's discretion, the Architect may be required to work with the Owner and Contractor to determine modifications in the design in order to reduce the final GMP to be equal to or lower than the Owner's budget for the Cost of the Work. In this instance, the Architect will perform these design and documentation services with no additional fee for service to the Owner. The Owner's budget for the Cost of the Work assumes that the Project will be bid by qualified subcontractors, a minimum of three (3) sub-bids for each trade, except for design-build subcontractor trades established prior to bidding. The Contractor and their primary subcontractors will provide meaningful constructability review, value engineering and cost input during the Schematic Design, Design Development and Construction Documents phases. Architect shall be permitted to include within the Construction Documents, subject to the Owner's approval, such bid alternates and other measures intended to provide for reasonable adjustments to the final GMP so that the GMP will be equal to or lower than the Owner's budget for the Cost of the Work.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the GMP, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize subcontractor rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5; or
- .4 pursuant to Section 6.3, work with the Architect and Contractor to determine modifications in the design in order to reduce the final GMP to be equal to or lower than the Owner's budget for the Cost of the Work.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with no additional fee for service to the Owner, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a perpetual nonexclusive license at no cost to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction as modified. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation with a mediator jointly agreed to by the parties. A request for mediation shall be made in writing and delivered to the other party to the Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Paragraph deleted)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by JAMS in accordance with rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based

on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final (except as set forth below), and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Arbitrator shall be required to issue a decision in conformance with Oregon law and to follow the Oregon rules on evidence. Any party may appeal the award to the Circuit Court for where the Project is located as not being in conformance with Oregon law. If the Circuit Court finds the award to not be in accordance with Oregon law, the Court shall vacate the award and remand the matter to the arbitrator for entry of an award in conformance with Oregon law.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall with the concurrence of the Owner be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. In no event shall Architect be entitled to profit and overhead on unperformed services and/or terminated services.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction as modified.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 Access to Records. For not less than three (3) years after the Agreement's expiration or termination, Owner and their duly authorized representatives shall have access to the books, documents, papers, and records of Architect and the Sub-consultants which pertain to the Agreement for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Agreement, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Architect shall retain all pertinent records for not

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less than three years or until all litigation is resolved, whichever is longer. Architect shall provide Owner with full access to these records in preparation for and during litigation.

§ 10.10 INDEMNITY

§ 10.10.1 The Owner has relied upon the professional ability and training of the Architect as a material inducement to enter into this Agreement. Architect represents to the Owner 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 architectural profession under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Architect's work by the Owner shall not operate as a waiver or release. Acceptance of documents by the Owner does not relieve Architect of any responsibility for negligent or wrongful design deficiencies, errors or omissions.

§ 10.10.2 **Claims for other than Professional Liability.** Architect shall defend, save and hold harmless the Owner, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, of whatsoever nature, including intentional acts resulting from or arising out of the activities of Architect or its subcontractors, sub-consultants, agents or employees under this Agreement. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

§ 10.10.3 **Claims for Professional Liability.** Architect shall defend, save and hold harmless the Owner, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, arising out of the professional negligent acts, errors or omissions of Architect or its subcontractors, sub-consultants, agents or employees in performance of professional services under this Agreement. Any design work by Architect that results in a design of a facility that is not readily accessible to and usable by individuals with disabilities shall be considered a professionally negligent act, error or omission.

§ 10.10.4 As used in Sections 10.10.2 and 10.10.3 above, a claim for professional responsibility is a claim made against the Owner in which the Owner's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Architect, regardless of the type of claim made against the Owner. A claim for other than professional responsibility is a claim made against the Owner in which the Owner's alleged liability results from an act or omission by Architect unrelated to the quality of professional services provided by Architect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

A lump sum fee of one million three hundred ten thousand four hundred six dollars (\$1,310,406.00) exclusive of reimbursable expenses as outlined in the Architect's proposal attached hereto as Exhibit A.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

For services indicated as "Not Provided" under Section 4.1 which later are desired by the Owner, the Owner and Architect shall either determine a mutually agreeable stipulated sum or agree the services will be provided on an hourly basis at the rates stated in Section 11.7.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

The Owner and Architect shall either determine a mutually agreeable stipulated sum or agree the services will be provided on an hourly basis at the rates stated in Section 11.7.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Research Phase	\$0.00	zero	percent (	0.00	%)
Programming Phase	65,555.00	five	percent (	5.00	%)
Community Outreach Phase	0.00	zero	percent (	0.00	%)
Schematic Design Phase	214,299.00	sixteen and thirty-five one hundredths	percent (	16.35	%)
Design Development Phase	290,868.00	twenty-two and twenty one hundredths	percent (	22.20	%)
Construction Documents Phase	386,850.00	twenty-nine and fifty-two one hundredths	percent (	29.52	%)
Permit and Negotiation Phase	41,914.00	three and twenty one hundredths	percent (	3.20	%)
Construction Phase	277,709.00	twenty-one and nineteen one hundredths	percent (	21.19	%)
Closeout	33,211.00	two and fifty-three one hundredths	percent (	2.53	%)
Total Basic Compensation	\$1,310,406.00	one hundred	percent (	100.00	%)

§ 11.6 The Architect shall be entitled to compensation in accordance with this Agreement for all services performed prior to notice of suspension whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in the Architect's proposal attached hereto as Exhibit A.. The rates shall be adjusted with the concurrence of the Owner in accordance with the Architect's and Architect's consultants' normal review practices.

(Paragraphs deleted)

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, only if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.8.3 The Architect's budget for reimbursable expenses shall be \$26,000.00 and shall not be exceeded without the Owner's prior approval.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall not be obligated to pay a licensing fee as compensation for the

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Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of none (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Five percent (5%) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be included with the Architect's monthly invoices.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed (not completed), or the following:


None
- .3 Other documents:
 - .1 Exhibit A – Architect's Scope of Services dated 14 December 2016

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

CITY OF MILWAUKIE

ARCHITECT

By: 
Ann Ober
Title: City Manager

By: 
William C. Dann
Title: Principal

DATED: 2-1-17, 2016

DATED: 12/22/16, 2016

By: 
Katherine Newell
Title: Library Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
City Attorney

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EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)

The Owner and Architect agree to the following scope of services to be provided:

Project Understanding

The project consists of 2 parts:

1. **Main Library:** The renovation and addition to the existing Ledding Library. The renovation scope is approximately 12,250 sf and the addition is 10,000 – 13,000 sf for an estimated total useable area of 22,000-25,000 sf. Sustainable design elements are important to the Owner and pursuing LEED certification will be analyzed by the team prior to Schematic Design.
2. **Pond House:** The renovation of the existing Pond House. The Pond House is an approx. 1000 sf private residence and is owned by the Ledding Library. It has been previously renovated to accommodate a meeting room and used book store, but requires further renovation to accommodate library program as determined by the revised Library Program and Schematic design.

The estimated budget for construction is approximately \$6M-7M.

Schedule

This Agreement is based on the following durations and milestones. The anticipated contract start date is January 23rd, 2017

Phase	Duration - weeks	Assumptions
PreDesign / Programming	8	Revise Existing Program Library Building Assessment
Schematic Design	13	Milestone, estimate
Design Development	13	Milestone, estimate
Type III Land Use Review	13 (concurrent w/ DD)	Milestone
Construction Documents	15	
50% CD		Milestone, estimate
90% CD		Milestone, permit set, estimate
100% CD		final permit
Building Permit	10 (4 weeks concurrent w/CDs, 6 weeks concurrent w/ Bid)	Single permit at completion of 90 % CD's
Bid	6	
Construction	14 months	

Delivery Method

The project delivery method will be a CMGC approach with competitive bidding for fee, general conditions, and all subcontractors. The Architect may assume the CMGC will be on board by Jan 23. and that they will be responsible for construction schedule, cost estimating, logistics and constructability services. The design team is entitled to rely on the input of the CMGC.

Design Team & Fees : Main Library

The lump sum fee and reimbursable allowance is as outlined below:

Discipline	Firm	PD	SD	DD	CD	BID	CA	Close Out	Basic Services	Total Fee
BASIC SERVICES										
Architectural	Subtotal	\$ 47,080	\$ 127,974	\$ 139,359	\$ 133,297	\$ 16,286	\$ 179,533	\$ 10,120	\$ 606,569	\$ 653,649
MEP	PAE	\$ 5,000	\$ 14,000	\$ 25,000	\$ 35,500	\$ 1,000	\$ 29,000	\$ 14,500	\$ 119,000	\$ 124,000
Structural	ABHT	\$ 11,000	\$ 16,200	\$ 21,600	\$ 48,600	\$ 5,400	\$ 16,200		\$ 108,000	\$ 119,000
BASIC SERVICES		\$ 63,080	\$ 158,174	\$ 185,959	\$ 217,397	\$ 22,686	\$ 224,733	\$ 24,620	\$ 833,569	\$ 896,649
ADDITIONAL SERVICES										
FF&E (to be determined)	Hacker	\$ -	\$ -	\$ -	\$ 34,000	\$ -	\$ 3,000	\$ -	\$ 37,000	\$ 37,000
Civil	HHPR	\$ 9,500	\$ 23,000	\$ 30,000	\$ 2,500	\$ 7,500	\$ 2,000	\$ 74,500	\$ 74,500	\$ 74,500
Landscape	Place	\$ 19,000	\$ 26,000	\$ 38,000	\$ 3,000	\$ 8,500	\$ 1,500	\$ 96,000	\$ 96,000	\$ 96,000
Lighting	O-Lighting	\$ 1,080	\$ 6,900	\$ 1,080	\$ 1,080	\$ 1,080	\$ 810	\$ 12,030	\$ 12,030	\$ 12,030
Telecom/AV/Security	PAE	\$ 1,500	\$ 3,500	\$ 6,000	\$ 9,000	\$ 500	\$ 4,000	\$ 500	\$ 23,500	\$ 25,000
Energy Modelling	PAE		\$ 5,000	\$ 14,000	\$ 10,000				\$ 29,000	\$ 29,000
Acoustic	Listen		\$ 3,920	\$ 6,860	\$ 9,800		\$ 3,200		\$ 23,780	\$ 23,780
Enviro. Graphics + Signage	The Felt Hat		\$ 10,000	\$ 16,000	\$ 7,000	\$ 400	\$ 1,400	\$ 500	\$ 35,300	\$ 35,300
Commissioning (non Leed)	GBS			\$ 1,530	\$ 3,100		\$ 19,480	\$ 2,500	\$ 26,610	\$ 26,610
Sustainability	Lensa	\$ 750	\$ 1,750	\$ 900	\$ 1,250				\$ 3,900	\$ 4,650
Solar Feasibility	PAE		\$ 2,500						\$ 2,500	\$ 2,500
PV Design	PAE			\$ 3,500	\$ 5,000				\$ 8,500	\$ 8,500
Incentive Assistance	PAE				\$ 2,500				\$ 2,500	\$ 2,500
10%	mark-up	225	4,875	9,219	14,723	1,748	4,816	781	36,162	36,387
Additional Services		\$ 2,475	\$ 56,125	\$ 104,909	\$ 169,453	\$ 19,228	\$ 52,976	\$ 8,591	\$ 411,282	\$ 413,757
Project Total (Basic and Additional)		\$ 65,555	\$ 214,299	\$ 290,868	\$ 386,850	\$ 41,914	\$ 277,709	\$ 33,211	\$ 1,244,851	\$ 1,310,406

Reimbursable allowance = \$26,000

In addition, the following optional services could be added at your request.

OPTIONAL SERVICES										
Library Technology	Carson Block	\$ 15,000							\$ -	\$ 15,000
Commissioning (LEED adds)	GBS		\$ 400	\$ 690	\$ 1,350		\$ 13,340	\$ 2,000	\$ 17,780	\$ 17,780
LEED Management	Lensa		\$ 1,550	\$ 2,000	\$ 6,250		\$ 8,700	\$ 2,850	\$ 21,350	\$ 21,350
Monument Sign	The Felt Hat		\$ 5,000	\$ 7,500	\$ 3,600	\$ 800	\$ 1,200	\$ 400	\$ 18,500	\$ 18,500
Passive Cooling Analysis	PAE		\$ 5,000						\$ 5,000	\$ 5,000
LEED MEP Documentation	PAE				\$ 3,000					\$ 3,000
LEED Energy Modelling	PAE				\$ 5,000					\$ 5,000
10%	mark-up		1,195	1,019	1,920	80	2,324	525	7,063	7,063
Optional Services		\$ 15,000	\$ 13,145	\$ 11,209	\$ 21,120	\$ 880	\$ 25,564	\$ 5,775	\$ 69,693	\$ 92,693

Design Team & Fees : Pond House

Architect will provide a feasibility study and concept design during the Schematic Design Phase of the Main Library Projects. Once this study is complete, Architect can provide full team fees for the outlined scope of work.

Feasibility Study and Concept design fee : \$15,000. This is included in the Architectural Schematic Design Fee Above.

Assumptions

This proposal assumes that the Owner will provide the following services:

- Hazardous Materials Report
- Geotechnical Engineering
- Site Survey
- Traffic Study (if required)
- Arborist (if required)

- Special Inspections & Materials Testing
- Phase 1 ESA and Wetland Delineation
- Environmental (abatement) (if required)
- Predesign includes revising the existing program directly with the library staff and providing an existing building assessment.
- Renderings produced for design review may also be used for marketing purposes. Additional renderings can be provided as an additional service.

HACKER

733 Southwest Oak Street v 503-227-1254
Portland, Oregon 97205 hackerarchitects.com

2017 REIMBURSABLE CHARGES*

Airfare	:	At cost
Lodging	:	At cost
Meals and Incidental Expenses (during travel out-of-town)	:	At cost
Auto Rental and Fuel	:	At cost
Mileage	:	At current Federal standard rate
Parking	:	At cost
Cab Fare, Shuttle, etc.	:	At cost
Photocopies	:	\$0.10/copy (or at cost if commercial)
In-house Black and White Bond Plots	:	\$1.70/square foot
In-house Black and White Vellum Plots	:	\$2.30/square foot
In-house Color Bond Plots	:	\$5.00/square foot
In-house Color Prints (8-1/2 x 11)	:	\$0.70/print
In-house Color Prints (11 x 17)	:	\$1.20/print
Plotting / Printing (commercial)	:	At cost
Postage	:	At cost
Shipping (e.g., UPS, Federal Express, etc.)	:	At cost
Courier Service	:	At cost
Long-distance Phone Calls	:	At cost
Fax	:	\$0.75/page (includes any long-distance charges)

*A 1.1 Administrative Multiplier will be applied to all "at cost" reimbursable expenses. This schedule is updated annually.

HACKER

733 Southwest Oak Street v 503-227-1254
Portland, Oregon 97205 hackerarchitects.com

2017 HOURLY RATES*

Principal	\$190
Director of Interior Design	\$155
Director of Visualization	\$155
Senior Project Architect / Project Manager	\$155
Director - Administration	\$145
Project Architect / Project Designer	\$140
Architect / Designer 3	\$125
Architect / Designer 2	\$115
Architect / Designer 1	\$110
Intern 3	\$95
Intern 2	\$90
Intern 1	\$85
Interiors Coordinator	\$90
Administrative	\$85
Practicum	\$60

*Updated annually



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 125-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH HACKER TO BE THE ARCHITECTURAL DESIGN TEAM OF THE LIBRARY CONSTRUCTION PROJECT.

WHEREAS, at the May 17, 2016, Primary Election the voters of Milwaukie authorized the City to undertake a construction project to expand and update the Ledding Library; and

WHEREAS, the City has undertaken a request for proposals (RFP) process to solicit and review applications for architectural design teams; and

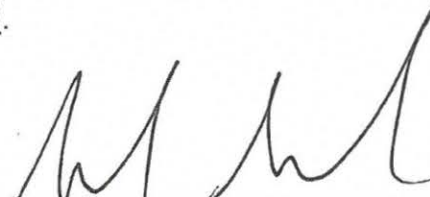
WHEREAS, a subcommittee comprised of City Council and staff reviewed all proposals received, interviewed 3 qualified applicants for the architectural design team contract; and

WHEREAS, Hacker has met the criteria of the RFP process and is qualified to act as the City's Library Architectural Design Team.

Now, Therefore, be it Resolved that the City Manager is authorized to sign a contract with Hacker to be the Architectural Design Team for the Ledding Library of Milwaukie Construction Project, for a contract not-to-exceed \$1,336,406.00.

Introduced and adopted by the City Council on 12/20/16.


This resolution is effective on 12/20/16.




Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott S. Stauffer, City Recorder



Peter O. Witter
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210 www.bbnw.com	CONTACT NAME: Gary Haggerty PHONE (A/C No. Ext): 503-525-5489 E-MAIL ADDRESS: ghaggerty@bbnw.com	FAX (A/C, No): 503-274-6524
	INSURER(S) AFFORDING COVERAGE	
INSURED Hacker Architects, Inc. 733 SW Oak Street Portland OR 97205	INSURER A: West American Insurance Company	NAIC # 44393
	INSURER B:	
	INSURER C: Ohio Casualty Insurance Company	NAIC # 24074
	INSURER D: SAIF Corporation	NAIC # 36196
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 33618614

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BZW57181597	3/15/2016	3/15/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAS57181597	3/15/2016	3/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57181597	3/15/2016	3/15/2017	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	773595	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured with respects to insured's operations when required by written contract in accordance with the policy terms, conditions and exclusions per attached endorsements BP7996 & CA8810.
 The umbrella limit has been increased to \$5,000,000 effective 5/3/16
 The umbrella limit has been increased to \$6,000,000 effective 5/26/16
 The umbrella policy is excess over the general liability, auto liability and employers liability

CERTIFICATE HOLDER

Ledding Library and Pond House

 City of Milwaukie
 10722 SE Main Street
 Milwaukie OR 97222
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Foster

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1. - WHO IS AN INSURED** is amended to include the following as an insured:

- d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:
- (1) Is a partnership or joint venture; or
 - (2) Is an insured under any other automobile policy; or
 - (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph **A.2.** Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a.**, Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

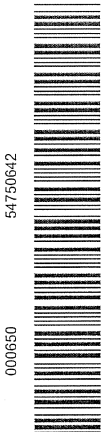
SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. **PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.



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20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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AMENDMENT OF INSURED CONTRACT DEFINITION	4
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BODILY INJURY	4
BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU	2
DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	4
INCIDENTAL MEDICAL MALPRACTICE	2
MOBILE EQUIPMENT	2
NEWLY FORMED OR ACQUIRED ORGANIZATIONS	3
PERSONAL AND ADVERTISING INJURY	4
SUPPLEMENTARY PAYMENTS	2
Bail Bonds	
Loss Of Earnings	

Section II - Liability is amended as follows:

I. SUPPLEMENTARY PAYMENTS

Paragraph **f.(1)(b)** of **A Coverages** is replaced by the following;

(b) Up to \$3000 for cost of bail bond required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish the bonds.

Paragraph **1.f.(1)(d)** of **A Coverages** is replaced by the following;

(d) All reasonable expenses incurred by the insured at our request to assist us in the Investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

II. BROADENED COVERAGE FOR DAMAGE TO PREMISES RENTED TO YOU

With respect to the coverage provided under this endorsement, **Section II - Liability** is amended as follows:

1. The final paragraph of **B.1. Exclusions - Applicable To Business Liability Coverage** is deleted and replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is deleted and replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declaration.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** is deleted.

III. INCIDENTAL MEDICAL MALPRACTICE

Exclusion **1.j.(4)** does not apply to Incidental Medical Malpractice Injury coverage.

The following is added to **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

23. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a.** medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- b.** the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- 1. expenses incurred by the insured for first-aid to others at the time of an accident and the **Duties in the Event of Occurrence, Claim or Suit** Condition is amended accordingly;
- 2. any insured engaged in the business or occupation of providing any of the services described under **a.** and **b.** above;
- 3. injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **a.** and **b.** above.

IV. MOBILE EQUIPMENT

1. Section **C. Who is An Insured** is amended to include any person driving "mobile equipment" with your permission.

V. BLANKET ADDITIONAL INSURED (OWNERS, CONTRACTORS OR LESSORS)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a.** currently in effect or becoming effective during the term of this policy; and
- b.** executed prior to the "bodily injury", "property damage", "personal and advertising injury".

2. The insurance provided the additional insured is limited as follows:
 - a. The person or organization is only an additional insured with respect to liability arising out of
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy;
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
 - b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
 - c. The insurance provided the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury"; or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - (a) The preparing, approving maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
 - (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

VI. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The following is added to **C. Who Is An Insured**:

3. Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However,
 - a. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
 - b. Coverages **A. Paragraph 1. Business Liability**, does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - (2) "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you; and
 - c. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

VII. AGGREGATE LIMITS

The following is added to Aggregate Limits Paragraph **4.** of **D. Liability and Medical Expenses Limits of Insurance**:

The Aggregate Limits apply separately to each of "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



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VIII. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. The requirement in **E. Liability And Medical Expenses General Conditions** paragraph **2.a.** that you must see to it that we are notified of an "occurrence" or offense which may result in a claim applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. The requirements in **E. Liability And Medical Expenses General Conditions** paragraph **2.b.** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

IX. BODILY INJURY

Paragraph **3.** of **F. Liability And Medical Expenses Definitions** is replaced by the following:

3. "Bodily Injury" means:
 - a. Bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

X. AMENDMENT OF INSURED CONTRACT DEFINITION

Paragraph **9.** of **F. Liability And Medical Expenses Definitions** is replaced by the following:

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

XI. PERSONAL AND ADVERTISING INJURY

Paragraph **14. b.** of **F. Liability And Medical Expenses Definitions** is replaced by the following:

- b. Malicious prosecution or abuse of process.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

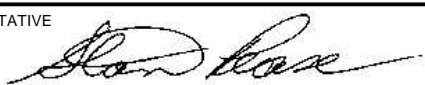
PRODUCER Shipley & Pease Insurance P O Box 928 Woodinville, WA 98072	CONTACT NAME: Stan Pease	
	PHONE (A/C, No, Ext): (206)395-7872 FAX (A/C, No): 503 282 3345 E-MAIL ADDRESS: stan@shipleyins.com	
INSURED Hacker Architecture Inc 733 SW Oak Street Suite 100 Portland, OR 97205 (503)972-5301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Catlin Insurance Company Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AED-202290-0517	5/20/16	5/20/17	2,000,000 Each Claim 5,000,000 Aggregate 50,000/150,000 ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations of the Named Insured.

CERTIFICATE HOLDER	CANCELLATION
City of Milwaukie Attn: Finance 10722 SE Main St. Milwaukie, OR 97222 finance@milwaukieoregon.gov	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

C2017-008

DATE (MM/DD/YYYY)

3/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210 www.bbnw.com	CONTACT NAME:	Gary Haggerty		
	PHONE (A/C, No., Ext):	503-525-5489	FAX (A/C, No):	503-274-6524
	E-MAIL ADDRESS:	ghaggerty@bbnw.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A:	West American Insurance Company	44393	
	INSURER B:	Ohio Security Insurance Company	24082	
	INSURER C:	Ohio Casualty Insurance Company	24074	
	INSURER D:	SAIF Corporation	36196	
	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 34505482 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BZW57181597	3/15/2017	3/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAS57181597	3/15/2017	3/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO57181597	3/15/2017	3/15/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			773595	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured with respects to insured's operations when required by written contract in accordance with the policy terms, conditions and exclusions per attached endorsements BP7996 & CA8810.

The umbrella policy is excess over the general liability, auto liability and employers liability

CERTIFICATE HOLDER Ledding Library and Pond House City of Milwaukie 10722 SE Main Street Milwaukie OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Foster
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Portland Oregon Office 851 SW 6th Avenue Suite 385 Portland OR 97204-1309 USA	CONTACT NAME: PHONE (A/C. No. Ext): (503) 224-9700 FAX (A/C. No.): (503) 295-0923		
	E-MAIL ADDRESS:		
INSURED Harper Houf Peterson Riqhellis, Inc. 205 SE Spokane St #200 Portland OR 97202 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B: Continental Casualty Company		20443
	INSURER C: Lexington Insurance Company		19437
	INSURER D: SAIF Corporation		36196
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570065331897	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C5099408525	03/01/2016	03/01/2017	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$300,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			C 5099408492	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comprehensive Deduct: \$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			5099408508	03/01/2016	03/01/2017	EACH OCCURRENCE: \$4,000,000 AGGREGATE: \$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	953792	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE-EA EMPLOYEE: \$500,000 E.L. DISEASE-POLICY LIMIT: \$500,000
C	Archit&Eng Prof			013001520 Including E&O	03/01/2016	03/01/2017	Each Claim: \$2,000,000 Aggregate: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Insurance certificate pertaining to Agreement for Milwaukie Ledding Library Renovation and Expansion. The Owner, its officers, directors and employees shall be additional insured on General Liability and Automobile Liability with respect to this agreement. General Liability and Automobile Liability policies are primary with respect to this agreement.

CERTIFICATE HOLDER**CANCELLATION**

Hacker Architects Attn: Glory Kurtzbein 733 SW Oak Street Portland OR 97205 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"><i>Aon Risk Insurance Services West, Inc.</i></div>
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Certificate No : 570065331897



Harper Houf Peterson Righellis, Inc.

Policy # 5099408525

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

&

BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless
 - required by the written contract or written agreement.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
- 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the

additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
See endorsement

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

50020009250994084926634



POLICY NUMBER

C 5099408492

INSURED NAME AND ADDRESS

HARPER HOUF PETERSON RIGHELLIS INC.
205 SE SPOKANE ST
SUITE 200
PORTLAND, OR 97202-6487

POLICY CHANGES

ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

SCHEDULE


Name of Additional Insured Persons Or Organizations

Any person or organization that the Named Insured is obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person or organization for whom Liability Coverage is afforded under this policy.

-
1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date


Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

POLICY NUMBER

C 5099408492

INSURED NAME AND ADDRESS

HARPER HOUF PETERSON RIGHELLIS INC.
205 SE SPOKANE ST
SUITE 200
PORTLAND, OR 97202-6487

POLICY CHANGES

ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

is shown below, and expires concurrently with said Policy.



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	HARPER HOUF PETERSON RIGHELLIS INC.
Endorsement Effective Date:	03/01/2016

SCHEDULE

<p>Name Of Person(s) Or Organization(s): SEE ENDORSEMENT</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered

Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

50020009250994084925618



POLICY NUMBER

C 5099408492

INSURED NAME AND ADDRESS

HARPER HOUF PETERSON RIGHELLIS INC.
205 SE SPOKANE ST
SUITE 200
PORTLAND, OR 97202-6487

POLICY CHANGES

DESIGNATED INSURED CA2048

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED BLANKET

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON OR ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY.



Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Northwest 1700 Hudson St., Suite 204 Longview, WA 98632 www.bbnw.com	CONTACT NAME: Mica Walters PHONE (A/C. No. Ext): 360-353-9313 E-MAIL ADDRESS: mwalters@bbnw.com	FAX (A/C. No.): 503-914-5453	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PLACE studio LLC 735 NW 18th Ave Portland OR 97209	INSURER A: Transportation Insurance Co		
	INSURER B: SAIF		
	INSURER C: Continental Insurance Company		
	INSURER D: Continental Casualty		
	INSURER E: Travelers Casualty and Surety Co America		31194
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 33891367

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		5085414518	9/14/2016	9/14/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Foreign CSL			5085414518 PST584990529 PST584990529	9/14/2016 9/14/2016 9/14/2016	9/14/2017 9/14/2017 9/14/2017	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Foreign PD COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 25,000 (Foreign) Foreign Single Limit \$ 1,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6016665648	9/14/2016	9/14/2017	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	755406	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	International General Liability			PST584990529	9/14/2016	9/14/2017	\$1 Mill Occ/\$2 Million Aggregate
C	International Employers Liability			PST584990529	9/14/2016	9/14/2017	\$1 Mill Occ/\$1 Mill Aggregate \$1k Ded.
E	Professional Liability			106611648	10/14/2016	10/14/2017	\$2 Mill Claim/\$3 Million Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Milwaukie Ledding Library Renovation and Expansion.
 The owner, it's officers, directors and employees.
 General Liability Policy includes blanket additional insured endorsement SB146932E 6/11. This insurance is primary and non contributory when required by written contract.
 Subject to policy terms, conditions and exclusion.

CERTIFICATE HOLDER

Hacker
 733 SW Oak St #100
 Portland OR 97205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Miller

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

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- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A.** Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion **k.**

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability for damages because of **"property damage" to any one premises,** while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form:**

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
 - (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions,** item 3. "Bodily Injury" is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
- b. The following is added to Exclusions, **Section B.:**

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(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

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