



AIA[®] Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 29 day of June in the year 2020
(In words, indicate day, month and year.)

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

Yamhill County District Attorney
535 East Fifth Street
McMinnville, Oregon 97128

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

FFA Architecture and Interiors, Inc
520 Southwest Yamhill Street, Suite 900
Portland, Oregon 97204
Main: 503-222-1661
Ian Gelbrich: 503-327-0330
Tejara Brown: 503-327-0334

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

Yamhill County District Attorney Office Tenant Improvement
535 East Fifth Street
McMinnville, Oregon 97128
FFA Project No. 14.06.20

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.

Init.

B.O. 20-227

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.) INCLUDE DETAILS FROM THE REQUEST FOR QUOTES AND THE PROPOSAL

See Exhibit 'A' for known initial information.

§ 1.2 The Owner and Architect shall rely on the Initial Information. Both parties, however, recognize that such information may materially change only in a written document signed by both parties and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information only pursuant to a written document signed by both parties.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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 such professional skill and care and the orderly progress of the Project. The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each occurrence – One Million (1,000,000) General Aggregate – Two Million (2,000,000)

.2 Automobile Liability

One Million – (1,000,000)

.3 Workers' Compensation

Five Hundred Thousand – (500,000)

.4 Professional Liability

Per claim – Two Million (2,000,000) Annual Aggregate – Five Million (5,000,000)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Architect's proposal dated October 24, 2019 ("Proposal") and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

§ 3.1.2 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. 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.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Project site, and alternative approaches to design and construction of the Project. The Architect shall follow the Proposal unless or until they reach a different understanding with the Owner in a written document signed by both parties regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the 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 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

§ 3.3.4 RESERVED

§ 3.4 Construction Phase Services

§ 3.4.1 General

(Paragraph deleted)

§ 3.4.1. RESERVED

§ 3.4.1.2 RESERVED

§ 3.4.1.3 RESERVED

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site as appropriate and as agreed upon between Owner and Architect.

§ 3.4.2.2 RESERVED

§ 3.4.2.3 RESERVED

§ 3.4.2.4 RESERVED

§ 3.4.2.5 RESERVED

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 RESERVED

§ 3.4.3.2 RESERVED

§ 3.4.4 Submittals

§ 3.4.4.1 RESERVED.

§ 3.4.4.2 RESERVED

§ 3.4.4.3 RESERVED

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§ 3.4.5 Changes in the Work
RESERVED

§ 3.4.6 Project Completion
RESERVED

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

NONE

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. **The Architect shall not provide the Additional Services until the Architect receives the Owner's prior written authorization.** Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service **The Architect shall not provide any of these services until the Architect receives the Owner's prior written authorization.**

§ 4.2.2 RESERVED

§ 4.2.3 RESERVED

§ 4.2.4 If the services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time may be compensated as Additional Services **provided Architect receives the Owner's prior written authorization.**

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 a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 RESERVED

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect.

§ 5.5 RESERVED

§ 5.6 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.

§ 5.7 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.

§ 5.8 RESERVED

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

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the fixed fee of \$28,790 as approved by the Yamhill County Board of Commissioners on March 19, 2020 and as proposed by Architect in its Proposal ("Fixed Fee"). The Fixed Fee also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Fixed Fee does not include the contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Fixed Fee is provided in Initial Information, and shall only be adjusted throughout the Project as required under Sections 6.4 and 6.5.

§ 6.3 RESERVED

§ 6.4 RESERVED

§ 6.5 If at any time the Architect's estimate of the costs to complete the Project exceeds the Fixed Fee, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Project, and the Owner shall cooperate with the Architect in making such adjustments; provided, however, that the Fixed Fee shall change only pursuant to a writing signed by both parties

§ 6.6

(Paragraphs deleted)

RESERVED

§ 6.7. RESERVED

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.

§ 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 The Architect grants to the Owner a nonexclusive license 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 under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. 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 suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

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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 authors 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, subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, 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.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and 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 RESERVED

§ 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 9.6.

§ 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 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. 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.

§ 8.2.3 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:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 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 the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 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, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 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.

§ 8.4 The provisions of this Article 8 shall survive the termination of 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.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed and accepted prior to notice of such suspension. When the Project is resumed, the Architect may be compensated for expenses incurred in the interruption and resumption of the Architect's services, if such expenses are accepted by Owner.

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§ 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 and accepted prior to termination.

§ 9.7
(Paragraphs deleted)
RESERVED

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. The design of the Project and all Construction Documentation are deemed confidential by the Owner and, except as provided herein, shall not be disclosed by either party except as may be required under applicable law.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) FIXED FEE AS PROVIDED IN SECTION 6.1

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) No payment will be made by Owner for any Supplemental Services unless Architect has prior written approval of Owner.

As approved by the Owner in writing on the basis of a prior negotiated lump sum for each approved additional service request, if not included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.) No payment will be made by Owner for any Additional Services unless Architect has prior written approval of Owner.

As approved by the Owner in writing on the basis of a proposed lump sum for the Architectural service requested.

§ 11.4 RESERVED

§ 11.5 RESERVED

(Table deleted)

§ 11.6 RESERVED

§ 11.6.1 RESERVED

§ 11.7

(Paragraphs deleted)

RESERVED

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1

(Paragraphs deleted)

RESERVED

§ 11.8.2 RESERVED

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

Architect shall be paid in accordance with its Proposal.

§ 11.9.2 Progress Payments

§ 11.9.2.1

(Paragraphs deleted)

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RESERVED

§ 11.9.2.2 RESERVED

(Paragraph deleted)

§ 11.9.2. RESERVED

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

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 the Owner and Architect.

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

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Project Information and Fee Structure dated October 24, 2019 attached as Exhibit 'A'

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



 OWNER *(Signature)*

Joe Moore Facilities Manager

(Printed name and title)



 ARCHITECT *(Signature)*

Troy Ainsworth, AIA, NCARB Principal

(Printed name, title, and license number, if required)

Accepted by Yamhill County
 Board of Commissioners on
 7/16/2020 by Board Order
 # 20-227

Init.

Additions and Deletions Report for AIA® Document B104™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:02:11 ET on 06/29/2020.

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AGREEMENT made as of the 29 day of June in the year 2020

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Yamhill County District Attorney
535 East Fifth Street
McMinnville, Oregon 97128

...

FFA Architecture and Interiors, Inc
520 Southwest Yamhill Street, Suite 900
Portland, Oregon 97204
Main: 503-222-1661
Ian Gelbrich: 503-327-0330
Tejara Brown: 503-327-0334

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Yamhill County District Attorney Office Tenant Improvement
535 East Fifth Street
McMinnville, Oregon 97128
FFA Project No. 14.06.20

PAGE 2

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.) INCLUDE DETAILS FROM THE REQUEST FOR QUOTES AND THE PROPOSAL

See Exhibit 'A' for known initial information.

§ 1.2 The Owner and Architect ~~may~~shall rely on the Initial Information. Both parties, however, recognize that such information may materially change only in a written document signed by both parties and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial ~~Information.~~Information only pursuant to a written document signed by both parties.

PAGE 3

§ 2.1 The Architect shall provide the professional services set forth in this Agreement 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 such professional skill

and care and the orderly progress of the Project. The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

...

Each occurrence – One Million (1,000,000) General Aggregate – Two Million (2,000,000)

...

One Million – (1,000,000)

...

Five Hundred Thousand – (500,000)

...

Per claim – Two Million (2,000,000) Annual Aggregate – Five Million (5,000,000)

...

§ 3.1 The Architect's Basic Services consist of those described in ~~this Article 3~~ Architect's proposal dated October 24, 2019 ("Proposal") and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the ~~Owner and the Owner's consultants~~ Owner. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project ~~and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3~~ Project.

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§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, ~~update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5,~~ and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction. RESERVED

...

~~§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™ 2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104 2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

§ 3.4.1. RESERVED

~~§ 3.4.1.2 The Architect shall advise and consult with the Owner 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.~~RESERVED

~~§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~RESERVED

...

~~§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall 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 keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work as appropriate and as agreed upon between Owner and Architect.~~

~~§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.~~RESERVED

~~§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~RESERVED

~~§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.~~RESERVED

~~§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~RESERVED

...

~~§ 3.4.3.1 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 3.4.2 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~RESERVED

~~§ 3.4.3.2 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 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. RESERVED

...

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures. RESERVED.

§ 3.4.4.2 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. RESERVED

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. RESERVED

PAGE 5

The Architect may order 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 Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. RESERVED

...

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

...

NONE

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. **The Architect shall not provide the Additional Services until the Architect receives the Owner's prior written authorization.** Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional

~~Service.~~**Service The Architect shall not provide any of these services until the Architect receives the Owner's prior written authorization.**

§ 4.2.2 The Architect has included in Basic Services — (—) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

RESERVED

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

RESERVED

§ 4.2.4 If the services covered by this Agreement have not been completed within (—) Three (3) 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. may be compensated as Additional Services provided Architect receives the Owner's prior written authorization.

...

§ 5.2 The Owner shall establish 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. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. 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. RESERVED

...

§ 5.4 The Owner shall coordinate the services of its own 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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. RESERVED

PAGE 6

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. RESERVED

§ 5.9 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.

...

§ 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 fixed fee of \$28,790 as approved by the Yamhill County Board of Commissioners on March 19, 2020 and as proposed by Architect in its Proposal ("Fixed Fee"). The Fixed Fee also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or Fixed Fee does not include the 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 Fixed Fee is provided in Initial Information, and shall only be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. 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 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service. RESERVED

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner 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. RESERVED

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, costs to complete the Project exceeds the Fixed Fee, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, Project, and the Owner shall cooperate with the Architect in making such adjustments; provided, however, that the Fixed Fee shall change only pursuant to a writing signed by both parties

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative. RESERVED

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect 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. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. RESERVED

PAGE 7

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors 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, subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, 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.

...

§ 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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. RESERVED

...

[XX] Litigation in a court of competent jurisdiction

PAGE 8

§ 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 Owner shall pay the Architect 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 and accepted prior to notice of such suspension. When the Project is resumed, the Architect ~~shall~~ may 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.~~ services, if such expenses are accepted by Owner.

PAGE 9

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements~~ and accepted prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

RESERVED

...

§ 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4. The design of the Project and all Construction Documentation are deemed confidential by the Owner and, except as provided herein, shall not be disclosed by either party except as may be required under applicable law.

PAGE 10

.2 — Percentage Basis

— (Insert percentage value)

— ()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3— Other

— (Describe the method of compensation)

FIXED FEE AS PROVIDED IN SECTION 6.1

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.) No payment will be made by Owner for any Supplemental Services unless Architect has prior written approval of Owner.

As approved by the Owner in writing on the basis of a prior negotiated lump sum for each approved additional service request, if not included in Basic Services

...

(Insert amount of, or basis for, compensation.) No payment will be made by Owner for any Additional Services unless Architect has prior written approval of Owner.

As approved by the Owner in writing on the basis of a proposed lump sum for the Architectural service requested.

§ 11.4 Compensation for Supplemental and 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 — percent (— %), or as follows:

RESERVED

§ 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:

RESERVED

Design Phase	percent ()
Construction Documents Phase	percent ()
Construction Phase	percent ()
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. RESERVED

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. RESERVED

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

RESERVED

Employee or Category

Rate

...

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, 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 Permitting and other fees required by authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, and standard form documents;~~
- ~~.5 Postage, handling, and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
- ~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and 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. RESERVED~~

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

...

~~An initial payment of (\$) 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. Architect shall be paid in accordance with its Proposal.~~

...

~~§ 11.9.2.1 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 (—) 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.
(Insert rate of monthly or annual interest agreed upon.)~~

~~—% RESERVED~~

~~§ 11.9.2.2 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. RESERVED~~

~~§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

~~§ 11.9.2. RESERVED~~

~~PAGE 11~~

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

~~3~~ Exhibits:

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)~~

~~4~~ Other documents:

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~ 2
Project Information and Fee Structure dated October 24, 2019 attached as Exhibit 'A'

...

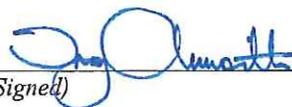
Joe Moore Facilities Manager

Troy Ainsworth, AIA, NCARB Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Troy A. Ainsworth, AIA, NCARB, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:02:11 ET on 06/29/2020 under Order No. 1482777995 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

EXHIBIT 'A'

Yamhill County DA Office
October 24, 2019
Page 1 of 3



Joe Moore
Facilities Manager
Yamhill County
535 E Fifth Street
McMinnville, OR 97128

Dear Joe,

The following is a list of services based on the information provided by Yamhill County District Attorney staff for a remodel of their existing office space at 535 E Fifth Street. The project upgrades will include minor demolition, new walls, doors, relites, and new finishes with the goal of refreshing the current suite to elevate the level of professionalism of the Yamhill County Law Office (YCLO). Below is a list of services provided by FFA to complete this scope of work. Any project updates or other scheduled and unscheduled conversations or phone calls are considered part of the base services.

PHASE I (Fixed Fee Basis) – 3 weeks

Fee: \$6,220

Schematic Design – 3 weeks (does not include contractor pricing timeline or tenant availability)

- Host one (1) kick-off meeting to do a deep dive into project goals, program, workflow, necessary adjacencies etc., and discuss them relative to the existing floor plan
- Develop three (3) space plan sketches based on levels of design opportunity:
 - Option 1 (baseline) - One (1) layout based on the demolition of the requested wall(s) that illustrates the addition of new conference, office, and workstation spaces
 - Option 2 (upgrade) - One (1) layout based on the demolition of most internal walls and a re-work of the key spaces, including but not limited to the reception/lobby area, the kitchen/break area, and the soft interview room
 - Option 3 (all new) - One (1) layout based on the demolition of all internal walls and a re-work of all spaces through the lens of current workplace trends that support productivity, efficiencies, and health and wellness for all staff
- Develop one (1) 11x17 sheet of material and spatial imagery to communicate a professional law office aesthetic in order to translate design ideas and establish a common language for the project
- Meet with YCLO to review space plans and imagery to select one (1) floor plan and one (1) concept direction. Work through selected floor plan during meeting to accommodate desired plan changes
- Finalize space plan based on meeting feedback and develop pricing notes to communicate design intent
- Meet with YCLO to review updated space plan and discuss any additional needs/clarify content; update plan drawing per feedback; up to two (2) rounds of comments included in scope
- FFA to coordinate pricing exercise with professional cost estimating consultant
- One (1) additional round of YCLO comments and updates (after receipt of pricing) included in scope

PHASE II (Fixed Fee Basis) – 5 weeks

Fee: \$15,650

Design Development – 2 weeks (does not include tenant availability, assumes FFA can proceed from full building record drawings and baseline design option is selected, additional time and fee may be required if Option 2 or 3 is selected)

- Meet with YCLO to confirm budget, design intent, and discuss finishes to be selected for the new layout

EXHIBIT 'A'

- Develop complete finish palette per design meeting with a baseline of carpet tile, resilient tile, wall base, and paint. Selection of minor additional design elements such as lighting, accent paint color, tile backsplash, or acoustic products may be incorporated at YCLO's request
- Meet with YCLO to review and approve finalized finish palette; one (1) set of minor adjustments to finish selections included in scope

Site Visit – 1 day

- Conduct site observation to document applicable existing conditions based on the approved pricing plan. Observation scope limited to key visible areas affected by the new layout and a cursory spot check of the existing floor plan, finishes, ceiling, lighting, and electrical conditions (observation based on existing drawings for the suite)
- FFA to develop a 3D REVIT model based on existing full building drawings with updated information for the suite obtained from the site visit

Construction Documents – 3 weeks

- Develop construction document drawings (demo and build) and notes to communicate the scope of work, incorporating design direction, plans, details, and schedules
- Conduct one (1) page turn meeting of the 100% complete construction document set with YCLO to review plans, details, and overall design information; update drawings per feedback, (1) round of comments included in scope
- FFA to coordinate update to initial budget pricing with professional cost estimating consultant
- Coordinate with YCLO to develop a phasing plan for the full scope of work with the goal of maintaining occupancy in the current suite
- One (1) additional round of YCLO comments and updates (after receipt of pricing) included in scope
- Internal review and stamp of the drawings

PHASE III (Hourly, Time & Materials Fee Basis) – 5+ weeks

Fee: \$6,830 (estimate only)

Permitting/Construction Administration – through project close-out (hourly, time and materials)

- Courier to YCLO facilities department the required number of final, stamped, full-sized drawings sets for City intake by selected contractor
- Follow-up and updates on the drawings based on comments from the City of McMinnville
- Attend (1) Pre-bid meeting and answer bid assistance questions
- Respond to contractor questions regarding project scope during construction
- Review and approve submittals
- (1) site visit for review of build-out included in scope
- (1) On-site punch-list walk through and documentation of conditions to be addressed by contractor included in scope

ASSUMPTIONS AND EXCLUSIONS:

- Scope of work is limited to the current YCLO suite at 535 E Fifth Street.
- Space plan(s) are based on the programming information provided by YCLO during project kick-off meeting.
- Drawings and permit fees to be submitted by YCLO's Facilities Manager via the City's over-the-counter permitting process.

EXHIBIT 'A'

- Drawings will be based on the existing full building dimensioned pdf documents provided to FFA by YCLO facilities department and assumed to be accurate. FFA to spot check during site observation and provide minor updates based on current conditions at the scope of work site only. Significant discrepancies noted during site observation and deemed necessary to include in the drawings for accurate plans will be considered additional services. If drawings are not available, full as-built services may be required. If so, third party professional as-built services will be necessary for FFA to have a basis for the development of the model for the drawings. Professional as-built services will be considered additional services and outside of FFA's scope of work.
- Furniture, Fixtures, and Equipment (FF&E) and signage are not included but can be offered at additional services if budget allows.
- Mechanical, Electrical, and Plumbing (MEP) Engineering will be considered additional services and outside of FFA's scope of work.
- Additional changes or comments outside of those included in the above summary (either to the drawings or the finishes) are considered outside of the scope of work and will be considered additional services.
- Additional requested meetings or site visits are considered outside of the scope of work and will be considered additional services.
- If scope of work requires any additional services, FFA will notify YCLO and request approval to proceed based on an hourly, time and materials basis.

COMPENSATION:

SCOPE OF SERVICES FEES:	
Phase I – Schematic Design	\$6,220
Reimbursable Expenses Budget	\$1,460
Phase II – Design Development & Construction Documents	\$15,650
Reimbursable Expenses Budget	\$1,910
Phase III – Permitting/Construction Administration (*Time and Materials Estimate)	\$6,830*
TOTAL	\$32,070
OPTIONAL SCOPE OF SERVICES FEES:	
Cost Estimating Services – Phase I & II	\$9,850
Structural Consultation Services – Phase I & II	\$3,550

Reimbursable expenses are noted above as a budgeted allowance.

Reimbursable expenses include the following: Mileage, Food during Travel, Air Travel, half of Travel Time, Hotel, Rental Car, Parking, Computer Plotting/printing, Photocopies, Courier Services (UPS/FedEx, etc.), US Mail, and other expenses due to performance of duties of the project.

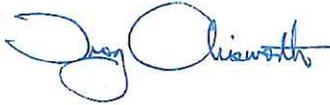
Fees for services will be billed monthly and are due and payable upon receipt. Amounts outstanding after 30 days will incur service charges of one and one-half percent per month.

EXHIBIT 'A'

PROPOSAL DURATION:

This Proposal is valid for (60) days from date of issuance. Additional costs may be incurred if the proposal is accepted after this duration

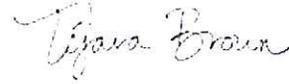
Sincerely,
FFA Architecture and Interiors, Inc.



Troy Ainsworth, AIA
Principal



Ian Gelbrich, AIA
Partner in Charge



Téjara Brown
Project Manager



Date: 07/17/2020

Joe Moore
Facilities Manager
Yamhill County

CC:
Patricia Pierce, FFA

ATTACHEMENTS:

- FFA 2019 Hourly Billing Rates

EXHIBIT 'A'



FFA Architecture and Interiors, Inc. Standard Billing Rates - 2019

Principal	\$240.00 per hour
Partner	\$210.00 per hour
Senior Project Manager	\$180.00 per hour
Specification Writer	\$180.00 per hour
Project Manager	\$160.00 per hour
Architectural Designer	\$160.00 per hour
Architectural Staff IV	\$140.00 per hour
Architectural Staff III	\$125.00 per hour
Architectural Staff II	\$110.00 per hour
Architectural Staff I	\$90.00 per hour
Interior Designer III	\$125.00 per hour
Interior Designer II	\$110.00 per hour
Interior Designer I	\$90.00 per hour
Administrative	\$85.00 per hour

Reimbursable expenses such as reproductions, postage/delivery, photographs, prints and plots, etc. are billed at direct cost. Any reimbursable expenses not listed, does not exclude them from being billed as a reimbursable project expense. Project mileage is billed at the current IRS rate. Consultant billings will be billed at direct cost.

Fees for services will be billed monthly and are due and payable upon receipt. Amounts outstanding after 30 days will incur service charges of one and one-half percent per month.

Hourly rates will change each calendar year.