



## AGREEMENT # 18047.01 GRACE MEMORIAL EPISCOPAL CHURCH

July 28, 2018

Nancy Entrikin, Martin Elfert, and Ross Cornelius  
Grace Memorial Episcopal Church  
1535 NE 17th Ave.  
Portland, OR 97232

Dear Nancy, Martin, and Ross:

We are pleased to provide you with this scope of services, fee proposal and conditions for architectural services as required for programming and conceptual site planning for the project site located at 1535 NE 17th Ave. Portland, Oregon.

We understand that you have been working internally to document your current program needs. The conceptual site planning work will be based on a program that we will help you refine and finalize. It will include approximately 33,667 sq. ft. for a new parish hall, housing and spaces for The Grace Institute and PHAME. The site study will maintain the existing church building and demolish the existing parish hall, existing houses and surface parking lot.

Based upon information provided by Ross Cornelius, we understand you will need a program and conceptual site plan design for funding efforts, inclusive of the below scope for Summer 2018.

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### SCOPE OF SERVICES

The following scope covers meetings and documentation required to work with your Steering Committee to finalize the program and create a conceptual site plan for the Grace Memorial Episcopal Church, Grace Institute and PHAME.

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#### SITE PROGRAMMING AND CONCEPTUAL SITE DESIGN

- Assist with refining and finalizing program that will meet the needs of Grace Memorial Episcopal Church, Grace Institute and PHAME
- Zoning Research, including a zoning map
- Develop conceptual site plan and studies
- Develop conceptual 3D site massing
- Develop conceptual 3D model of the existing church and new proposed buildings
- Develop four conceptual street-view exterior perspective images
- Up to 4 meetings
  - 1 meeting – Discuss site programming, concept design direction and expectations
  - 1 meeting – With Ross Cornelius and Paddy Tillett to discuss the design direction
  - 1 meeting – Review program and site design concept
  - 1 meeting – Final presentation of the Conceptual Site Plan

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## TIMELINE

Per the above base scope, we anticipate a four-week design process including three meetings with the Steering Committee to develop and refine design direction.

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## ADDITIONAL SERVICES BEYOND BASE SCOPE

*Work not included in the base scope described above:*

- Any conceptual design floor plans or elevations
- Any additional perspectives
- Any physical models of the project

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## COMPENSATION

### PROFESSIONAL SERVICES

Services are proposed as a lump sum and will be billed as percent complete by phase on a monthly basis.

|                       |                |
|-----------------------|----------------|
| Architectural         | \$8,690        |
| Reimbursable Estimate | \$150          |
| <b>Total</b>          | <b>\$8,840</b> |

### REIMBURSABLE EXPENSES

Reimbursable costs, including delivery, printing, travel, etc., are direct costs of the Project incurred by CHA and consultants, which are in addition to the services provided. They will be billed at cost plus 10%.

Estimates for reimbursable expenses are typically 6% of the design services fee.

### ADDITIONAL SERVICES

Additional services beyond the scope of services previously described shall be provided if authorized or confirmed in writing in advance by the Owner and shall be paid for as provided in this Agreement. Compensation for Additional Services as described above shall be computed at the hourly rates shown as follows.

#### Hourly Billing Rates

|  |        |
|--|--------|
| <b>Architectural: Carleton Hart Architecture</b> |        |
| Principal  | 250.00 |
| Sr. Project Manager/Designer                     | 155.00 |
| Project Manager                                  | 130.00 |
| Sr. Project Architect                            | 130.00 |
| Project Architect                                | 115.00 |
| Job Captain                                      | 95.00  |
| Architectural Staff                              | 80.00  |
| Administration                                   | 80.00  |

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## CONDITIONS

### AIA DOCUMENT INTENT

This document serves as an acceptance of scope and fee, so we may begin providing services. If the project moves forward beyond conceptual site planning efforts, this document will be superseded by an AIA Contract Document where, in good faith, the Owner and Architect will negotiate terms and conditions.

To take the conceptual site plan into conceptual design, the Owner will provide all available information on the existing site, such as legal descriptions, soils reports, topographic surveys, environmental reports, etc.

## **FEE RENEGOTIATION**

CHA reserves the right to renegotiate fees if the project does not commence within 90 days of the date of this agreement, if the project is delayed for a period of 90 days or greater after commencement of this agreement, or if the fees provided are for a funding application that does not get approved in the current funding cycle.

## **OWNERSHIP OF DOCUMENTS**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

All Instruments of Service prepared by the Architect and Consultants are for use solely for this Project and shall remain the property of the Architect and Consultants, and shall retain all common law, statutory and other reserved rights, including the copyright thereto.

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 due.

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

## **MEDIATION**

The parties mutually agree that any dispute under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in Portland, Oregon and the mediator's fees and expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

## **TERMINATION**

Either the Owner or the Architect may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay CHA for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

## **PAYMENTS**

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest at the rate of one point five percent (1.5 %) per month on past due amount.

## **INDEMNIFICATION**

The Architect and Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from their own negligent acts, errors or omissions in the performance of their services under this

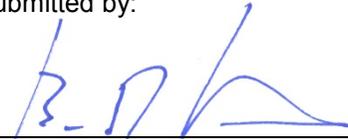
Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

**LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Owner and Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and its officers, directors, partners, employees, shareholders, owners and Consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and its officers, directors, partners, employees, shareholders, owners and Consultants shall not exceed \$50,000 or the total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Thank you for giving us the opportunity to present this proposal to you. If you have any questions or would like to discuss this proposal, please give me a call. If acceptable, please sign and provide a digital copy for our records.

Submitted by:



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Brian Carleton, Principal  
Carleton Hart Architecture, PC

Approved by:

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Martin Elfert, Rector  
Grace Memorial Episcopal Church

Date