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**ASTORIA DEVELOPMENT COMMISSION
CONTRACT FOR PROFESSIONAL SERVICES**

CONTRACT:

This Contract, made and entered into this 5 day of ^{October} ~~September~~ 2015, by and between the Astoria Development Commission, hereinafter called "ADC", and Walker | Macy LLC hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

WHEREAS, the ADC requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as ADC does hereinafter require, under those terms and conditions set forth; now, therefore;

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES

- A. CONSULTANT shall perform professional architectural and development services for the Heritage Square Redevelopment Project for the Astoria Development Commission.
- B. Consultant's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.
- C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

- A. The ADC agrees to pay CONSULTANT \$16,000 plus expenses not to exceed 5% of contract for performance of those services provided herein through Scope of Work;
- B. The CONSULTANT will submit monthly billings for payment.
- C. ADC certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the ADC the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security Number, as ADC deems applicable.

4. ADC'S REPRESENTATIVE

For purposes hereof, the ADC's authorized representative will be Kevin Cronin, Director – Community Development, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5183, kcronin@astoria.or.us.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Chelsea McCann, Principal, Walker|Macy LLC, 111 SW Oak, Suite 200, Portland OR 97204, 503-228-3122, cmcann@walkermacy.com.

6. ADC'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the ADC shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the ADC shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONTRACTOR

A. CONSULTANT'S services shall be provided under the general supervision of ADC's project director or his designee, but CONSULTANT shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent contractor and not an employee of the City of Astoria (City), shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, ADC shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from ADC or third party) as result of said finding and to the full extent of any payments that ADC is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONSULTANT,

Walker|Macy LLC
Architectural and Development Services for Heritage Square Redevelopment

either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

ADC may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if ADC breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for ADC.

9. ACCESS TO RECORDS

ADC shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither ADC nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the ADC to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the ADC, City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT ADC and City of Astoria any obligation to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the ADC and City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the Client, this indemnification agreement applies only to the extent of negligence of CONSULTANT.

With respect to Commercial Liability and Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to ADC, the following insurance:

A. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000. The

CONSULTANT shall keep such policy in force and current during the term of this contract.

B. Comprehensive General Liability Insurance. CONSULTANT shall obtain and maintain comprehensive general liability insurance, including auto, against any and all claims for damages to persons or property which may arise out of his operations under this agreement. Insurance shall name the ADC as additional insured. Coverage shall include CONSULTANT, sub-consultants, and anyone directly or indirectly employed by either. The comprehensive general liability shall be combined single limit for broad form liability property damage and bodily injury, of at least \$1,000,000.00 and shall increase such limits to the limits of Oregon Tort Claims Act if Act's limits are increased. Such insurance shall not be canceled or its limits of liability reduced without thirty (30) days prior notice to ADC. A copy of an insurance certificate in a form satisfactory to ADC certifying the issuance of such insurance shall be furnished to ADC.

17. WORKMEN'S COMPENSATION

The Contractor, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

20. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

21. OVERTIME

Consultant's employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

22. USE OF DRAWINGS AND OTHER DOCUMENTS

The ADC shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by ADC.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of ADC.

23. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the ADC and CONSULTANT and has no third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. NONDISCRIMINATION

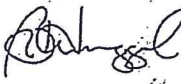
It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. The City of Astoria also requires it's contractors to comply with this policy.

27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between ADC and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:



Digitally signed by
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Attorney

ASTORIA DEVELOPMENT COMMISSION

BY: Arline LaMar 10/5/15
ADC Chair Date

BY: [Signature] 10/2/15
ADC Manager Date

WALKER | MACY LLC

BY: Christina McLean 9/30/15
Consultant Date

Walker|Macy LLC
Architectural and Development Services for Heritage Square Redevelopment

September 17, 2015

Kevin Cronin
Community Development Department
1095 Duane Street
Astoria, OR 97103
RE: Professional Services Proposal
Heritage Square Redevelopment Concept

Dear Kevin,

We appreciate the opportunity to submit the following proposal for providing conceptual design and planning services for the Heritage Square Redevelopment Project. We were excited to see the request for proposal in August, as these types of redevelopment projects are some of the most challenging and rewarding. We have had the opportunity to work throughout the western states on similar efforts developing plans that spur redevelopment, economic growth and stability, and create a strong sense of community. We look forward to working with you and the community to develop a vision for Heritage Square which adds to the vitality of the city.

PROJECT UNDERSTANDING AND TEAM ROLES:

Based on the City's request and our recent conversation, we understand the following:

1. This initial project includes a conceptual study for the Heritage Square Redevelopment site, nearly a full city block in the heart of downtown Astoria. The effort includes studies to locate a public library, considerations for future housing, and accommodation for a new public gathering and event space that may accommodate the Astoria Sunday Market. The intent is that this work will be used in the team's future efforts in design of specific elements.
2. Walker Macy proposes the following sub-consultant team to assist us on the project:
 - Architect: Hacker Architects
 - Local Architect: chadbourne + doss architects
 - Financial Sources: Eco Northwest
3. Design Team's role will be to provide the following:
 - High level conceptual design for Heritage Square, including building massing and recommendations for redevelopment phasing and a list of possible financing opportunities.
 - The final product will be an annotated memo describing the outcome of the effort and a PowerPoint presentation given to the Astoria Development Commission and usable for future outreach efforts.

HERITAGE SQUARE REDEVELOPMENT PROJECT

September 17, 2015

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SCOPE OF WORK:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Project Start-up

1.1 Review existing background information made available to the team, including but not limited to the following:

- Existing concept plans
- City council/ADC & Library Board minutes
- Library Strategic Plan, Library Renovation Study (Oct 2013)
- Astor East URA Plan
- Downtown Parking Plan
- Sunday Market background information
- City of Astoria Development Code
- Existing relevant market analyses and/or implementation documents.

1.2 Deliverables:

- Narrative Summary of Initial Findings

2. Conceptual Development

2.1 The team will meet in Portland to discuss findings and prepare initial thinking for use Astoria concept evaluation session. The evaluation will include considering the potential options for the existing library building use, including:

- Keeping the library in its current location.
- Renovating the library building for an alternative use.
- Demolishing and rebuilding in the current library location.

The team will also look at the uses on Duane Street, and consider opportunities for new uses and improvements that will strengthen this corridor. These evaluations will be design based and will not include in-depth structural or financial evaluations. We will provide initial options for these spaces for consideration by the City and the community.

2.2 The team will conduct a one day session in Astoria to assess the site and initial thinking, participate in a workshop with the select stakeholders and community members, and solicit feedback to move toward one preferred concept.

2.3 Prepare high level concept and massing drawings for the preferred alternative, including programming recommendations. Programming recommendations will address the Heritage Square site, the existing library building and Duane Street.

2.4 Deliverables:

- One Preferred High Level Massing Plan, including programmatic concepts

2.5 Meetings:

- One (1) workshop (Astoria).
- One (1) consultant coordination meeting (Portland).

3. Phasing Strategy

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- 3.1 Prepare high level phasing strategy that includes preliminary thoughts on implementation and a list of possible funding tools for the project.
- 3.2 Based on the preferred concept, the team will prepare an excel spreadsheet, high level, order of magnitude cost estimate, based on recent projects in the region, allocated into the areas of public open space, housing, retail/office, and library.
- 3.3 In conjunction with the order of magnitude estimate development, the team will create a preliminary sources and uses table for the redevelopment. The preliminary sources needed for each development segment will be broken down as follows:
 - For public infrastructure: The team will have one conference call with City staff (probably the City Finance Director and Community Development Director) to understand the range of public sources that are viable for the site, and to understand political and financial realities of accessing those public funding sources. These sources could include developer contributions, SDCs, bonds, utility fees, general fund, etc. We will roughly estimate the amount available from each source and compare to the costs. If gap funding appears necessary based on this preliminary analysis, we will suggest options for filling the gap.
 - For vertical development: Because the scope does not include a market and feasibility analysis for vertical development, estimating a feasibility gap for private development will not be possible. The team will identify the types of sources that could be available to fill any feasibility gaps, potentially through an eventual development agreement with the City.

3.4 Deliverables

- Narrative describing the preferred direction, including a list of possible funding tools.
- Sources and uses table, including the high level order of magnitude costs for each of the development segments.

3.5 Meetings:

- One conference call to discuss public funding sources and financial considerations.

4. Final Memo and Presentation

- 4.1 The team will consolidate the information gathered and developed to prepare an annotated memo summarizing the results of the effort. The team shall provide a draft for review by the city.
- 4.2 Based on feedback, the team will finalize the memo for delivery to the City and prepare a companion power point for future presentations.
- 4.3 Deliverables:
 - Final annotated memo and PowerPoint, summarizing the results.
- 4.4 Meetings:
 - One trip to Astoria to present the PowerPoint to the Astoria Development Commission.

FEES:

HERITAGE SQUARE REDEVELOPMENT PROJECT

September 17, 2015

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We propose the following fees:

1. Project Start Up	\$600.00
2. Conceptual Design	\$7,100.00
3. Phasing Strategy	\$4,300.00
4. Final Memo and Presentation	<u>\$4,000.00</u>

Total: \$16,000.00 *plus expenses*

We propose to bill monthly on a percentage of completion per phase. Expenses are additional, and will be billed at 1.1 times our cost.

ASSUMPTIONS:

- Our proposal is based on the above scope of work and limited to the city block between Duane and Exchange Street and 10th and 12th Street. The team will also provide high level programming recommendations for the existing library building and high level programming and improvement recommendations for Duane Street. The sources and uses will also consider opportunities for the existing library building re-use.
- The city will provide background documents and information for review by the team.
- The City will lead all public outreach efforts. The team will be available to participate and present at those listed in the scope above.
- The design team will attend all meetings outlined in the scope of work. Meetings beyond those noted will be additional services and will be billed as time and materials.
- Project is scheduled to be completed by November 2015. If project extends substantially beyond the scheduled date additional scope and fees will be re-evaluated.
- Any utility analysis is not included in this scope of work. We understand the City may provide assessment and information pertaining to the utility and structural considerations of the site. Studies including on-site utility and structural evaluations, confirmation of proposed utilities, and development of conceptual structural and utility designs may be added to the scope for an additional fee.
- This scope of work includes a list of possible funding strategies only. A more detailed and specific evaluation, including market and feasibility analysis for private development, may be provided for an additional fee.
- The team will provide a high level, order of magnitude cost estimate for the preferred concept, based on recent projects. This is intended to provide Astoria with a range of potential costs. This will be used in the sources and uses table.

Please contact me if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on the Heritage Square Redevelopment Project.

HERITAGE SQUARE REDEVELOPMENT PROJECT
September 17, 2015
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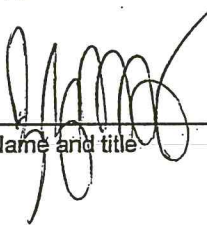
Sincerely,

WALKER MACY



Chelsea McCann
Principal
cmccann@walkermacy.com

Approved:

 City Manager 10/2/15
Name and title Date