

AGREEMENT FOR OWNER REPRESENTATIVE SERVICES

This Agreement is made and entered into on this 4th day of June, 2020 by and between the **CITY OF MANZANITA** ("Owner") and **SHIELS OBLETZ JOHNSEN INC.**, an Oregon Corporation ("SOJ").

RECITALS

- A. Owner desires to pursue a development project on the property they own at Division Street N and Manzanita Avenue in Manzanita, Oregon. The Project includes construction of a new City all building and associated site improvements (the "Project").
- B. Owner desires to procure the services of an Owner's Representative to provide services related to the Project and has determined that SOJ has the necessary expertise to perform the requested services.
- C. Owner and SOJ desire to agree to the terms under which such services will be performed.

AGREEMENT

1. **Scope of Work.** SOJ shall be responsible for executing the Scope of Work attached as Exhibit A. Additional phases for design and construction may be authorized by an amendment to this agreement.
2. **SOJ's Responsibilities**
 - 2.1. SOJ shall perform its duties and produce the required work products in a sound, expeditious and professional manner.
 - 2.2. SOJ has designated Carter MacNichol as lead Project Manager for the Project. Mr. MacNichol will be assisted by one or more SOJ project assistants and project managers as required to complete the Scope of Work.
3. **Owner Responsibilities**
 - 3.1. Provide information necessary and relevant to SOJ regarding Owner's requirements for the Project.
 - 3.2. Provide timely responses to requests for information, reviews or approvals made by SOJ.
 - 3.3. Owner, at its own cost, shall enter into mutually acceptable agreements with other professional consultants and contractors as needed, including, but not limited to, architect, engineers, and general contractors.
 - 3.4. Owner, at its own cost, shall provide legal services and other services necessary to support the work undertaken as provided herein.
4. **Compensation.** SOJ shall perform all the services outlined in Exhibit A on a time and materials basis at the rates set forth in the Exhibit B. The Estimated Maximum Compensation authorized under this Agreement shall be \$00.00, as outlined in Exhibit B. The parties may amend the agreement to increase compensation for future phases. Compensation shall be paid to SOJ monthly within 30 days of receipt of an invoice by Owner. Compensation for future phases, if any, shall be based on the sum of the following:

4.1. **Direct Salary Costs.** SOJ shall be compensated on an hourly basis for the services performed under Section 1 above in accordance with the fee schedule attached hereto as Exhibit B and by reference made a part of this Agreement.

4.2. **Reimbursable Expenses.** SOJ shall be reimbursed for the reasonable cost of reimbursable expenses and direct costs incurred. Direct expenses will be billed at actual cost, as follows:

Printing and Copying (in-house):	\$.15/page
Postage:	at cost
Mileage (Current IRS Rate):	\$.54/mile

5. **Billings and Payments.**

5.1. **Billings.** SOJ shall submit a monthly invoice identifying the total cost of services performed and reimbursable expenses incurred during the previous month.

5.2. **Payments.** Owner will make payment within thirty (30) days of receipt of invoice.

6. **Time of Performance.** Time is of the essence of this Agreement. This Agreement shall be effective May 15, 2020 and, subject to Section 13 below, shall terminate on December 31, 2020 unless amended pursuant to this Agreement.

7. **Documents.** All technical documents, reports, memoranda and other materials prepared under this Agreement shall become the property of Owner for its on-going use without consultation or approval of SOJ.

8. **Nature of Services to be Provided.** With the exception of any services provided by sub-consultants furnishing professional services, the parties mutually agree that SOJ is strictly providing expert services and is not retained under this Agreement to practice as, and shall not be held to the standards and requirements of, an Architect under ORS 671.010 -671.220 or Engineer under ORS 672.002 - 672.325, or any other profession licensed or regulated by the State of Oregon.

9. **Amendment.** This Agreement may be amended upon mutual written consent of the parties.

10. **Additional Services.** Owner may, from time to time request changes in the scope of the services of the Project Manager to be performed hereunder. Such changes, including any increase or decrease in the amount of the SOJ's compensation or the duration of the Agreement, which are mutually agreed upon by and between Owner and the Project Manager, shall be incorporated in written amendments to the Agreement.

11. **Future Services.** The parties acknowledge that Owner may choose to issue a Request for Proposals for services similar to services provided by SOJ under this agreement if the Owner moves forward with final design and construction of the Project. If such a Request for proposals is issued, SOJ will be eligible to submit a proposal and participate in the competitive selection process.

12. **Arbitration.** In an effort to resolve any conflicts that arise during the course of this Agreement, Owner and SOJ agree that disputes arising between them arising out of or relating to this Agreement shall be submitted to binding arbitration unless the parties mutually agree otherwise.

13. **Termination for Convenience.** Either party may terminate this Agreement any time by giving ten (10) days advance notice in writing to the other party specifying the date of termination. If the Agreement is terminated as provided herein, SOJ shall be paid for work performed to the date of termination.
14. **Hold Harmless.** In the event of termination of this agreement by Owner, Owner will release, defend and indemnify SOJ, its officers, agents and employees from any claims arising out of or related to the use by Owner or any other party of any work properly performed by SOJ as determined by generally recognized standards of project management in the industry.
15. **Personnel.** SOJ has secured, or will secure, at his own expense, all personnel required in performing the services under this Agreement. SOJ shall fully compensate all such personnel and withhold all amounts required by law.
16. **Subcontracting.** Except as described in this Agreement, the services covered by the Agreement may not be subcontracted without the prior written consent of Owner.
17. **Insurance.** SOJ shall maintain, at its sole cost, at all times during the term of this Agreement, the insurance coverage set forth below: (i) a commercial liability policy with products liability, bodily injury and property damage liability, of not less than \$1.0 million per occurrence; and (ii) an errors and omissions policy of not less than \$2.0 million per occurrence; and (iii) automobile liability for hired and non-owned automotive equipment with a limit of liability of not less than \$1.0 million per occurrence.
18. **Assignability.** SOJ shall not assign interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of Owner, provided, however, that claims for money due or to become due to SOJ from Owner under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a Trustee in a Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to Owner.
19. **Confidentiality.** SOJ shall use Confidential Information of Owner only for the purpose of performing SOJ's obligations under this Agreement. SOJ shall not disclose any Confidential Information of Owner to any other person or entity except (i) to SOJ's employees who have a need to know the Confidential Information in order to perform services for Owner under this Agreement, or (ii) to members of the project team hired to work on the Project to the extent that such members need to know Confidential Information in order to carry out their respective duties. "Confidential Information" means any nonpublic information provided by Owner to SOJ, or that is otherwise obtained by or on behalf of SOJ, in connection with the performance by SOJ of the services contemplated by this Agreement. Without limiting the foregoing, Confidential Information includes any existing agreements to which Owner is a party, Owner's strategy, plans and timing with respect to the Project, and the status and selection of project team members.

20. **Notices.** Any notice, request, demand, approval or consent to be given hereunder shall be in writing and shall be deemed to have been given when mailed or emailed to the other party as follows or at such other address which either party may designate to the other party in writing:

If to Owner:

Cynthia Alamillo
City Manager
City of Manzanita
543 Laneda Avenue
P.O. Box 129
Manzanita, OR 97130
calamillo@ci.manzanita.or.us

If to SOJ:

SHIELS OBLETZ JOHNSEN, INC.
Attention: Carter MacNichol
1140 SW 11th Avenue, Suite 500
Portland, OR 97205
carter@sojpdx.com

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first herein above written.

OWNER

SOJ

CITY OF MANZANITA

DocuSigned by:



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Cynthia Alamillo, City Manager

DocuSigned by:



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Francesca Gambetti, Managing Director
Shiels Obletz Johnsen, Inc.

EXHIBIT A

**Scope of Services
Owner Representative Services
City of Manzanita – City Hall Project**

Duration: May 15, 2020 – December 31, 2020

1. Review Project background information.
2. Assist Owner with evaluation of alternative project development solutions.
3. Assist Owner with development of a project delivery approach, including architect selection, contractor selection and selection of other third party consultants as needed. Assist with drafting RFP's , contracts and other related project delivery documents.
4. Assist Owner with development of funding strategy for Project. Research potential financing sources and provide summaries for Owner review.
5. Conduct regular Owner Meetings to communicate Project issues, decisions and seek approval of critical Project documents. Prepare and promptly distribute minutes of the Owner Meetings.
6. Prepare for and attend Owner's City Council, committee, or community meetings as requested.
7. Assist Owner with development of preliminary and final budgets for all aspects of the work.
8. Assist Owner with development of a project schedule.

EXHIBIT B

Shiels Oblatz Johnsen, Inc.
Summary Fee Estimate for
City of Manzanita - City Hall Project
May, 2020

Dates		5/15/2020 - 12/31/2020			
Duration		32 Weeks			
Staff	Hourly Rate	Estimated Hours	Estimated Fee	Donated Fee	Total Fee
Carter MacNichol, Sr Project Manager	\$225	120	\$27,000	\$27,000	\$0
Project Manager	\$185	25	\$4,625	\$4,625	\$0
Est. Reimbursable Expenses			\$0	\$0	\$0
CONTRACT AMOUNT					\$0