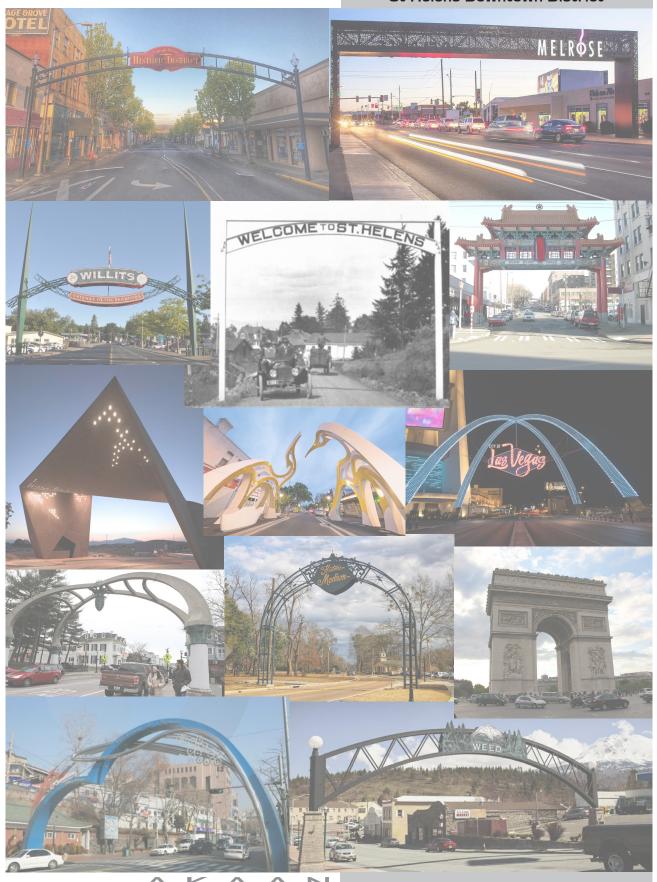
Proposal for Design Services of a new entry structure for the St Helens Downtown District







AKAAN is pleased to submit this proposal for architectural and engineering services for the design of an entrance structure for the St Helens Downtown District.

AKAAN is made up of Kannikar Petersen and Al Petersen, who have experience installing such structures in St Helens. Kannikar Petersen served on the St Helens Arts and Cultural Commission (ACC). When Kannikar first became a commissioner she successfully installed the ACC's banner project along Gable Road, Old Portland Road and St Helens Street.

Next, while participating in the many other activities sponsored by the ACC, Kanninar lead the Gateway Sculpture project, phase 1 and phase 2 on Highway 30. Kannikar worked with ODOT to allow the sculptures to be attached to ODOT's bridges over Milton Creek and McNulty Creek. ODOT had never before allowed anything to be attached to any of their bridges. She spearheaded fund raising drives and found local contractors and suppliers, to assist with materials, fabrication, and installation. With most of the funding coming from private donations and matching grants that the ACC worked diligently to acquire, the Gateway Sculptures were installed on-time and on-budget. In the background, AI Petersen provided his technical knowledge, coordinated with structural and other engineering consultants, the CRPUD, and other utilities to facilitate the project.

With our business in downtown St Helens, AKAAN is pleased that the city is embarking on the improvement of the downtown area and pleased to be considered to provide design services.



Sincerely

Wm. Al Petersen, architect

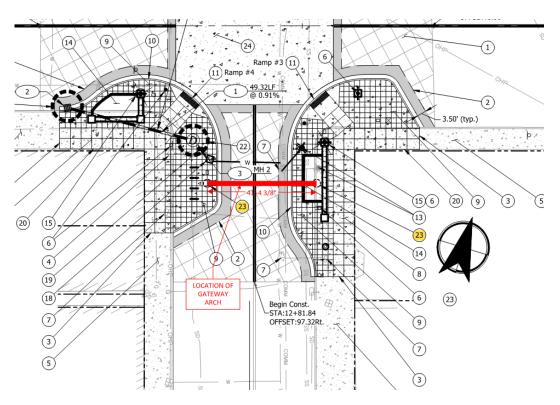


Approach:

AKAAN looks at every project as unique, and an entry monument can be many different things (see cover page). As can be seen from AKAAN's local project examples (below) we do not have a set design style. We design each project based on its own unique conditions, client parameters, site, and local context. We feel that this structure should a one of a kind structure that expresses the aspirations of the St Helens downtown businesses and residents, it should elevate the St Helens Downtown as a destination place for business to establish and travelers to visit.

Scope of Services

The City of St Helens, as part of the redesign of the intersedtion of St Helens Street and First Street has itentified a location for the installation of an entrance structure for the St Helns Downtown District, on First Street, generally in front of 201 South 1st (Wild Currant Catering), and 200 South First (Cross Fit St Helens, formerly US Bank). City Staff envisions the structure to be a gateway marking the entrance to the downtown business district.



Although these types of structures can take many forms (see cover page) we envision a structure, either marking both sides of the street, or spanning first street. A structure that spans first street would likely be a steel structure cantelevered from a drilled pier foundation (see structural proposal below). The city has already planned for power to the structure so the design will incorporate lighting.

Preliminary / Schematic Design: Per discussions with city staff we envision working with a city stakeholder committee during the design process. AKAAN will prepare design options for presentation to the committee. Based on those design options AKAAN will consolidate the committee's comments into one prefered preliminary design option for a second review. AKAAN will incorporate the committee's final comments into a final schematic design for final review aproval. A preliminary cost estimate will be compiled, as described below, on the approved schematic design.

Construction Documentation:

AKAAN's team will prepare construction documentation drawings of the approved design including architectural plans, elevation's and details, lighting details, structural plans, elevations, detials, and engineering calculations required by code. At approximately 90% construction documentation AKAAN will again solisit estimates from local fabricators and contractors and compile another cost estimate (per the below) on the developed design.

Permitting and Construction Administration:

After construction documents are issued AKAAN and our team will be available for construction adiminstration services. Construction administration includes assisting city with pre-bid and bidding, answering jurisdiction and contractor questions and issuing updated drawings if necessary, review shop drawings and other submittals, attend construction meetings and visit job site as required.

Cost Estimation:

As a custom specialty item estimating the cost of constuiction may be challenging. City staff has sugggested partnering with local suppliers and contractors for the fabrication of structure. AKAAN has contacted Pacific Stainless Products who will provide quantity takeoff and cost estimation for the steel portion of the project. If the design develops in such a way that it includes other things (masonry or other metarial at the base for example) AKAAN will reach out to local contractors to solisit estimates for those portions of the work as well. Those items for which we do not have local estimates we will provide our best architectural / engineerning judgement. Our proposal includes AKAAN's time for solisitation and compiling of these estimates but does not include the services of the professional cost estimation consultant that we normally use for our projects.

Team

For every project AKAAN assembles a team of consultants that best matches with the needs of the project. Kannikar and Al Petersen will lead the team and be primary points of contact. As part of our porposal we have inivted John Mayer, of Structural Nexus, to be part of our team. John is a structural engineer with a broad range of experience designing from small to large complex projects. (see attached proposal and resume). Also a St Helens resident John is happy to be involved with the improvement of downtown St Helens.

Team resumes below.

RESUME Wm. Al Petersen, architect

Professional Experience

AKAAN Architecture + Design LLC, Partner, 2005 - Present Agoos Lovera Architects, Philadelphia, Pennsylvania, 2000 - 2005 Cassway Albert Architects Ltd, Philadelphia, Pennsylvania, 1999 - 2000 King Monkut's University of Technology, School of Architecture, Bangkok, Thailand, 1996 - 1999

Architectural Registration

National Council of Architectural Registration Boards, Certification No. 59466

Registrations in Oregon (4975), Washington (9087), and Pennsylvania (RA402374)

Professional Affiliations

Leadership in Energy and Environmental Design (LEED) Accredited Professional St. Helens Planning Commission and Historic Commission

Education and Awards

Master of Architecture, University of Houston, College of Architecture, Houston, Texas, 1996 Valedictorian, Masters Program, 1996,

Certificate for Historic Preservation, 1996

Tao Sigma Delta Award for Academic Excellence 1995

Bachelor of Arts, University of Oregon, 1985

Majors: Linguistics, Spanish Language and Literature,

Minor: Latin American History and Culture

Alpha Lambda Chi Honor Award, 1983, Golden Key Honor Award, 1982

Project Experience

Partner AKAAN Architecture + Design L.L.C. (2005 - Present, see attached project list) While at Agoos Lovera Architects, Philadelphia PA (2000 to 2005)

Project Architect

Citizens Park, Baseball Stadium for the Philadelphia Phillies, Philadelphia PA Penn Press, Wayne Hall Renovation, University of Pennsylvania, Philadelphia PA

D.A.S.P. Office Renovation, University of Pennsylvania, Philadelphia PA

U.L.A.R. Office Renovation, University of Pennsylvania, Philadelphia PA

Weight-room Building, Millersville University, Millersville, PA

Locust Tower Renovation retail and high-rise condominiums, Philadelphia, PA

"On the Avenue," mixed use retail and high-rise condominiums, Philadelphia, PA

Stetson Mansion condominiums, Philadelphia PA

207 North Broad, mixed use retail and high-rise condominiums, Philadelphia, PA

1234 Hamilton Street Condominiums, Philadelphia PA

Staff Architect

George Washington Carver High School for Engineering and Science, Philadelphia PA While at Cassway Albert Architects, Philadelphia PA (1999 to 2000)

Cecil B. Moore Redevelopment Phase II, 50 new homes and 50 renovated historic homes, Philadelphia PA

RESUME Kannikar Petersen, architect

Professional Experience

AKAAN Architecture + Design LLC, Partner, 2005 -Present
Kieran Timberlake Associates, Philadelphia, Pennsylvania, 1999 - 2005
King Monkut's University of Technology, School of Architecture,
Bangkok, Thailand, 1996-1999
Levinson Associates, Houston, Texas, 1995-1996
Tandem Architects, Bangkok, Thailand, 1992-1993



Architectural Registration

NCARB Certification No. 59912

Registrations in Oregon (4996), Washington (9086), Pennsylvania (RA402403), and Thailand

Professional Affiliations

Leadership in Energy and Environmental Design (LEED AP)
The Association of Siamese Architects under Royal Patronage, Thailand, (ASA)

Education and Awards

Woman of Vision 2015, Oregon Daily Journal of Commerce

Master of Architecture, University of Houston College of Architecture, Houston, Texas, 1995

University of Houston College of Architecture, Design Competition - 2nd Place, 1995

Bachelor of Architecture, Silpakorn University, Bangkok, Thailand, 1992

Project Experience and Professional Recognitions

Partner AKAAN Architecture + Design L.L.C. (2005 - Present, see attached project list) While at Kieran Timberlake Associates LLP, Philadelphia, PA (1999 to 2005)

Project Architect

Noyes Community and Recreation Center, Cornell University, Ithaca, New York 2007 Honor Award, Philadelphia Chapter American Institute of Architects

2007 Technology in Architectural Practice, American Institute of Architects

Davenport College Renovation, Yale University, New Heaven, Connecticut

2006 Honor Award, Philadelphia Chapter American Institute of Architects

2007 Honor Award, Higher Education Facilities Design Award, Boston Society of Architects

Pierson College Renovation, Yale University, New Heaven, Connecticut

2005 Recognition Award, Pennsylvania Chapter American Institute of Architects

2005 Honor Award, Philadelphia Chapter American Institute of Architects

Kilgo Renovation Design Guidelines, Duke University, Durham, North Carolina Staff Architect

Durham Academy, Durham, North Carolina

2004 American Architecture Award, Chicago Museum of Architecture and Design

2004 Honor Award, Pennsylvania Chapter American Institute of Architects

2003 Honor Award, Philadelphia Chapter American Institute of Architects (unbuilt)

Keohane Quadrangle, Duke University, Durham, North Carolina

Stafford Little Hall Renovation, Princeton University, Princeton, New Jersey

2003 Brick in Architecture Award, Brick Industry Association

2002 American Architecture Award, Chicago Museum of Architecture and Design

2002 Gold Medal, Philadelphia Chapter American Institute of Architects

2002 Special Recognition Award, Golden Trowel Awards, Int'l Masonry Institute NJ Chapter

2001 Merit Award, Pennsylvania Chapter American Institute of Architects



JOHN T. MAYER, PE

Managing Principal/Project Manager

Education:

BS, Civil Engineering, Minor in Mathematics, Oregon State University

Registrations:

Licensed Professional Engineer in OR, CA, WA, MT, ID, and NV

Affiliations:

American Institute of Steel Construction, AISC

American Wood Council, AWC

American Institute of Timber Construction, AITC

Structural Engineers Association of Oregon, SEAO

Employment:

<u>1997-2014: KPFF Consulting Engineers</u>
Named Associate in 2005

<u>2014-2015: ABHT Structural Engineers</u> Named Associate in 2014

2015-2017: Froelich Engineers Named Associate in 2015

2017-2018: Eclipse Engineering Branch Manager, Portland Office

2018-Present: Structural Nexus Owner, Managing Principal, and Structural Project Manager

Experience:

10 years as framing foreman for Northwoods Construction, Seattle, WA

25 years Structural Engineering, various firms (noted above), Portland, OR

Footnotes:

- 1—Performed while at KPFF
- 2—Performed while at Froelich
- 3—Performed while at Eclipse
- 4—Performed while at Nexus

John brings over 35 years of combined technical and practical experience to the design teams he serves. Prior to his structural engineering career, John worked for ten years as a framing foreman in Seattle, Washington. The skills he developed as a contractor and crew leader had a direct translation into the structural engineering field. John's framing experience, combined with his natural engineering talents, give him the ability to quickly analyze unforeseen conditions and respond with sound, innovative solutions.

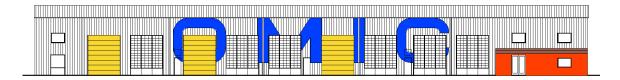
John begins every day by brainstorming ways that he can best add value to his current projects. His consistent project responsiveness from conceptual design through construction make him a valuable asset to the project teams he serves. Having worked both sides of a set of construction documents, John brings a consummate level of care in producing clear, concise, and constructible documents and details. John will serve as a structural project manager at Nexus and he will be directly responsible for the preparation of reports, design drawings, interdisciplinary quality control reviews, and construction administration. John has worked on many high-profile projects with very complex structural systems ranging from highly detailed Mormon temples to the comprehensive rehabilitation plans and seismic upgrades of National Historic Landmark buildings.

Relevant Project Experience:

- > Structural Plan Review for the City of St Helens, St Helens, OR.4
- > U.S. National Park Service, Maintenance Facility upgrades and canopy over fueling station, Olympic National Park, WA.⁴
- ➤ Pipe Trestle, Micron Technologies, Boise, ID ¹
- Domaine Serene Winery, Dayton, OR¹
- ➤ U.S. National Park Service, Yosemite Valley Administration Building, Building Egress Improvements, Yosemite National Park, CA ¹
- ➤ West Valley City Amphitheater, West Valley City, UT ¹
- \succ U.S National Park Service, Henry M. Jackson Visitor Center, Mount Rainier National Park, Paradise, WA $^{\rm 1}$
- ➤ U.S National Park Service, Seismic Rehabilitation of the National Historic Landmark Paradise Inn, Mount Rainier National Park, Paradise, WA.¹
- \succ The Church of Jesus Christ of Latter-day Saints, Sacramento Temple, Sacramento, CA $^{\rm 1}$
- > The Church of Jesus Christ of Latter-day Saints, Rexburg Temple, Rexburg, ID 1
- > The Church of Jesus Christ of Latter-day Saints, Gila Valley Temple, AZ1
- > City of Tigard, Tigard Library, Tigard, OR 1
- Portland Expo Center Halls D and E, Portland OR. 1
- ➤ Bandon Dunes Round Lake Lodging, Bandon, OR ²
- ➤ The Lofts at Glenwood Apartments, Vancouver, WA ²
- ➤ McMenamins Saint Francis Hotels, Bend, OR ²
- Crane Shed office building, Bend, OR²
- Clearwater Crossing Mixed-Use Development, Bend, OR 3

LOCAL PROJECTS

(for projects completed prior to forming AKAAN see partner resumes)



OMIC Retrofit

AKAAN Architecture + Design LLC was the design firm in charge of the retrofit of the existing OMIC building. Upgrades to the building included significant heating and cooling systems, building insulation, a new elevator and ADA lift, and major site improvements. AKAAN worked closely with our client to provide the critically needed upgrades and keep the project within the budget, while at the same time making a bold OMIC presence.

OMIC Additive Innovation Center

AKAAN was chosen to design a new facility for advanced manufacturing. Much of the new manuracturing technology is based on 3D printing in metal and other materials. The design interprets these new processes, the buildup or layering of material to achieve



a final form, with the up and down geometries of the parapets, and the use of horizontal metal siding, expressing the layering of materials.

Columbia Soil & Water District Offices

[adaptive reuse of historic structure, and new storage building / parking garage]
AKAAN provided full architectural services for the adaptive reuse of a 100 year old school building into commercial offices and the construction of a new parking garage / storage building. AKAAN provided site analysis prior to the acquisition of the property, and worked with the



criteria including security and IT cabling. As a public project, with a construction budget of approximately \$1,000,000, AKAAN had to follow all Oregon public contracting procedures including BOLI rules. During construction AKAAN worked with the owner and contractor to deal with unknown conditions and avoid excessive change order claims.

Board to meet federal office building

LOCAL PROJECTS

4H / Warren Grange Building

at the Columbia County Fairgrounds
AKAAN provided full design services to the Warren Grange for the complete renovation of their commercial kitchen and dining area, a new ADA restroom, and the design of the new entry porch.



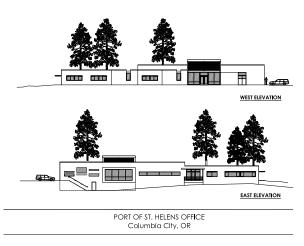
Columbia County Courthouse Annex Entry

AKAAN planned the modifications to the Columbia County Courthouse Annex to bring main entrance of the courthouse into compliance with federal ADA requirements. We provided for the reconfiguration of the entry stairway and the installation of new ADA ramp and as an added bonus worked into the design a location to display the historic Warrior Rock Lighthouse bell that had long been languishing in the shrubs near the courthouse.



Port of St Helens, New Office Building preliminary desgin

AKAAN worked with the Port Director and Port staff to provide programming and preliminary design of a new Port of St Helens administrative office building. Building was designed as a Class-A office building for the expanding Port staff, and to provide increased public access to Port meetings. The building consisted of approximately 5,000 sq. ft. of office space, and a 2,000 sq. ft. public meeting room, with 1,000 sq. ft. of secure file storage for the port's required archive of public



information. AKAAN worked with Architectural Cost Consultants to provide the Port with an Order of Magnitude Estimate of Probable Construction Costs for future budgeting purposes.

Other Local Projects

Columbia River PUD, Deer Island, OR, new reception area design
City of St Helens, Administrative Offices remodel, preliminary design
Muckle Building, St. Helens, Oregon, commercial/multi-family residential
Bings Restaurant, St. Helens, Oregon, commercial renovation / fire restoration
YoMama Frozen Yogurt, Scappoose, Or, commercial renovations
Watts House, Scappoose Or, historic rehabilition of front and rear porches

ESTIMATED FEES

Based on the above scope of work we estimate the following fees for the project

Schematic Design	Amount	Subtotal
AKAAN	\$5,550	
Sturctural Consultant *	\$500	
		\$6,050
Construction Drawings		
AKAAN	\$5,850	
Sturctural Consultant *	\$4,000	
		\$9,850
Permitting		
AKAAN	\$750	
Sturctural Consultant *	\$300	
		\$1,050
Construction Administration		
AKAAN	\$3,450	
Sturctural Consultant *	\$300	
		\$3,750
	Total	\$20,700

^{*} See attached proposal from Structural Nexus for additional information.

FEE SCHEDULE

AKAAN Architecture + Design LLC Principal Architect Administrative / Drafting	Hourly Rates: \$150 \$100
STRUCTURAL NEXUS Engineer/Project Manager Drafting / BIM Clerical	Hourly Rates: \$150 \$90 \$48

All reimbursable expenses are billed at cost + 10%. Travel shall be billed at IRS published standard rates.

EXCLUSIONS

- Redesign of project after schematic design approval.
- 3D modeling / rendering of site and structure, if requested 3D rendering services can be provided on a time and materials basis.
- Public Hearings, Public Presentations, or other Forum type presentations, if requested such services will provided on a time and materials basis.
- -AKAAN's standard general conditions apply (attached).

ATTACHMENTS

- AKAAN's General Conditions
- Structural Proposal from Structural Nexus

General Conditions:

These General Conditions are made a part of the attached Agreement between **AKAAN** Architecture + Design LLC (AKAAN) and the Client, who has authorized the described Scope of Work.

- Authorization to Proceed: Signing the agreement and providing a retainer as described above shall be understood as an
 authorization by the Client for AKAAN to proceed with the work, unless otherwise provided for in the authorization. AKAAN
 reserves the right to require advance payment from the Client for services rendered after the initial retainer amount is
 exhausted.
- Professional Standards: AKAAN shall be responsible, to the level of competency and standard of care currently maintained
 by other practicing professional architects in the same type of work in the Architect's community, for the professional and
 technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials
 furnished under this authorization. AKAAN makes no other warranty, express or implied.
- 3. <u>Liability:</u> AKAAN agrees to hold the Client harmless and indemnify the Client for costs, claims, or expenses arising out AKAAN's negligent acts, errors, or omissions in AKAAN's professional services under this contract. AKAAN's liability to the Client for any cause or combination of causes related to the professional services provided under this contract is, in the aggregate, limited to the maximum of three (3) times the fee earned for this scope of services.
- 4. <u>Reimbursable Expenses:</u> Outside services, mileage, printing, and reproductions etc. required to complete the job that are not itemized in the scope of work are invoiced as reimbursable expenses, at cost plus + 10% (1.10 multiplier).
- 5. <u>Change Orders:</u> If significant changes in the scope of work are requested by the Client, AKAAN will notifythe client of the significant changes and invoice the Client at its standard hourly rates in effect at the time the request is made.
- 6. Invoices will be issued monthly by AKAAN and are payable upon receipt. Interest is charged at a periodic rate of 1-1/2% per month (18% APR) on all invoices not paid within thirty (30) days. In any invoice is not paid in full within thirty (30) days after the invoice date, then in addition to any other remedies available to AKAAN it may cease performing work hereunder upon delivery of written notice of its intention thereof to the Client. Further, in the event of such default, AKAAN shall have the right, but not the obligation to cease performing work under any other contract then outstanding between the Client and AKAAN.
- 7. Third Party Payments: Client and AKAAN agree that payment to AKAAN is not subject to any payments due Client from any third party and payments due AKAAN will not be delayed pending a third party disbursement.
- 8. <u>Collection Expenses:</u> Should AKAAN incur expenses to collect any past due sum, the Client agrees to pay said expenses in addition to all other charges due under this contract.
- 9. <u>Termination:</u> Either the Client or AKAAN may terminate this Authorization by giving thirty (30) days written notice to the other party. In such event Client shall forthwith pay AKAAN in full for all work previously authorized and performed prior to the effective date of termination. Upon such payment all relationships and obligations created by this contract shall terminate.
- 10. <u>Legal Action Venue & Legal Expenses</u>: Any legal action is brought by the Client or AKAAN against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, shall be conducted in the Court of Columbia County, Oregon. The losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court.
- 11. <u>Electronic Data:</u> AKAAN shall retain full rights to all electronic data created by AKAAN, unless specifically agreed upon as part of this agreement. No electronic data provided by AKAAN shall be forwarded to any third parties without prior written approval from AKAAN.
- 12. <u>Cost Estimates:</u> Any cost estimate provided by AKAAN will be on a basis of experience, judgment, and nationally published cost estimation data with adjustments for the local economy. However, since AKAAN has no control over constantly changing market conditions or bidding procedures AKAAN cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
- 13. <u>Limitation of Quoted Fees</u>: the fees related to the scope of work are valid for thirty (30) days after the date that they are prepared. If at any time during the completion of the scope of work the project is delayed for more than sixty (60) days then AKAAN has the right to re-evaluate the fees accordingly.



February 2, 2023

Al Petersen **AKAAN Architecture + Design LLC**101 St Helens Street

St Helens OR 97051

RE: St Helens Gateway Arch

Dear Al:

Thank you for giving us the opportunity to provide you with the following proposal for structural engineering services for the St Helens Gateway Arch project. The Gateway Arch will be located at the intersection of St. Helens Street and 1st Street in downtown St Helens, Oregon. The structure is intended to clear-span approximately 40 feet across the two traffic lanes of 1st Street.

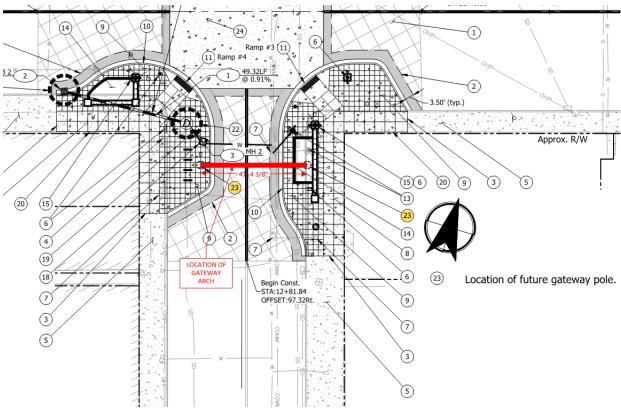


Figure 1--Drawing snippet from drawings prepared by Kittelson & Associates dated 10/3/2022

We understand the design concept for the Gateway Arch will be finalized in a series of four meetings between the Architect and City Stakeholders. It is understood that Structural Nexus may be asked to provide cursory structural reviews of the design concepts presented at these meetings; however, our attendance and participation would not be required. We assume that at the conclusion of these meetings a "preferred alternative" for the Gateway Arch will be selected and we will be provided with a clear design concept for use in the production of construction documents.

For the purposes of this proposal, we are assuming the Gateway Arch structure will be similar in construction and massing to the Cottage Grove example you provided. The arch would be composed of a light framed structural steel truss element that will span approximately 40 feet between steel columns on either side of the roadway. We assume the columns would be founded on 18"-24" diameter drilled pier foundations to help minimize potential conflicts with existing underground utility lines. The lateral force resisting system for this structure would be characterized as a "cantilever column" system, meaning that all lateral design forces (earthquake and wind) would be resisted by a fixed base connection of the steel columns to the foundation elements allowing them to cantilever vertically.

OUR SCOPE OF SERVICES:

As structural engineer of record, we will consult with you, the owner, the general contractor, and all other project consultants regarding structural related items. Our specific scope of work will include the following phases:

Design Phase

- Design of the superstructure including foundations, gravity and lateral force resisting systems.
- Review structural cost estimates and recommend value engineering options to assist with project budgeting.
- Prepare the structural drawings and calculations necessary for the pricing of the structure and issuance of the structural building permit.
- We understand that two pricing sets would be issued at the 30% and 90% CD phases.

Permitting Phase

- Respond to all structural plan review comments.
- Assist other consultants in responding to plan review comments related to structure.
- Assist with coordinating the permitting of bidder designed structural components (if required).

Construction Phase

- Respond to questions and RFI's issued from the contractor during construction.
- Review structural shop drawings and bidder designed structural items to verify they have been coordinated with the structural design.
- Visit the job site at appropriate stages of construction, perform structural observations, and issue field reports as required by the governing building code. This proposal is based upon a maximum of two site visits.
- Review change orders relating to the structure.
- Prepare a letter of conformance based upon our site observations and inspection reports issued by the testing laboratories and special inspectors for the project.

Record Drawing Phase

• Prepare as-built, structural record drawings based on RFI's, change orders and contractor-prepared redlines.

Exclusions from the scope of work include but are not limited to special inspection; design of temporary shoring, or bracing as related to construction means, methods, sequence, or procedures; and redesign of project for any reason, including the inability to meet construction schedule or project budget.

OUR FEES:

We will provide the scope of services as described in this proposal for a lump sum fee of \$6,250. A breakdown of this fee is as follows:

Project Phase	Fee
Design Concept Development	\$500
Construction Documents	\$4000
Permitting	\$300
Construction Administration	\$1200
Record Drawings	\$250
Total:	\$6,250

Terms and conditions shall be as provided in the attached "Agreement for Professional Services."



ADDITIONAL SERVICES:

Additional services beyond those noted in this proposal will be billed at the following hourly rates:

Title	Hourly Rate
Engineer/Project Manager	\$150/hr
Drafter Cad/BIM	\$90/hr
Clerical	\$48/hr

We will not proceed with any additional services without prior authorization from your office.

Thank you for the opportunity of providing this proposal. We look forward to working with you on this project. Upon receipt of an executed copy of this proposal, we will begin services on this project. Should you have any questions, please contact our office at your convenience.

Sincerely,	Accepted By:	
John T. Majer	Signature:	Date:
John T. Mayer, P.E.		
Structural Nexus LLC	Printed Name:	Title:
Managing Principal	AKAAN Architecture + Design IIC	

Agreement for Professional Services

Professional Responsibility: Structural Nexus, LLC ("Structural Nexus") shall perform services consistent with but limited to the degree of skill and care ordinarily exercised by other consultants under similar circumstances at the time services are performed, in the same locality. No other representation, warranty, or guaranty, express or implied, is included in or intended by Structural Nexus's services, proposals, agreements, or reports. This Agreement shall be subject to the laws of the state of Oregon. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions will remain binding on the parties.

Billing and Payment: Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the unpaid principal amount. Structural Nexus may, at its option, withhold delivery of drawings or any other data pending receipt of payment for services rendered. In the event of dispute or non-payment, the prevailing party shall be entitled to reasonable collections costs and attorney fees.

Changed Conditions: If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not understood by Structural Nexus at the time of this agreement and which materially affect Structural Nexus's ability to perform or which would materially increase the cost to Structural Nexus of performing, then Structural Nexus will notify Client in writing, and Structural Nexus and Client shall negotiate in good faith the terms of this Agreement. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, Structural Nexus shall be compensated for services rendered to the date of termination.

Limitation of Liability: To the fullest extent permitted by law, the aggregate liability of Structural Nexus, its affiliates, owners, members, officers, directors, employees, agents and representatives for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by Structural Nexus on this project, shall be limited to the total fee received by Structural Nexus pursuant to this Agreement, or \$25,000 whichever is greater.

Indemnification: To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Structural Nexus, its affiliates, owners, members, officers, directors, employees, agents and representatives from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable fees and expenses of counsel selected by Client) (as used in this section collectively, "Losses"), to which any or all of the parties of this Agreement may become subject, arising from, related to, or in connection with the performance of Structural Nexus's obligations under this Agreement (whether those obligations are performed by Structural Nexus or a subcontractor or other agents). If such Losses were attributable to the willful misconduct, bad faith, or a breach of this Agreement by Structural Nexus; Structural Nexus shall have no liability to Client for any indirect, consequential or punitive damages incurred by Client (other than those incurred by a third party for which the Client is entitled to indemnification under this Section).

Dispute Handling: Structural Nexus shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third-party claim, against Structural Nexus unless the Client has first provided Structural Nexus with a written certification executed by an independent professional currently practicing in the same discipline as Structural Nexus and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Structural Nexus not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding. Failure of Client to give written notice to Structural Nexus of any claim within two (2) years from the completion of performance shall constitute a waiver of such claim by Client.

Mediation: All disputes between Client and Structural Nexus arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding. Preceding mediation, Structural Nexus agrees to meet with Client to attempt to resolve the dispute.

Termination of Services: This agreement may be terminated by the Client or Structural Nexus should the other fail to perform its obligations hereunder, or within seven (7) days written notice without cause, or if project is suspended by others. In the event of termination, Structural Nexus shall be entitled to collect fee and expenses to the date of termination and reasonable reimbursement expenses of termination.

Ownership and re-use of Documents: The drawings prepared under this agreement are considered instruments of service. Structural Nexus will turn over all drawings to you at the completion of work and receipt of full payment. You may retain these and consider them to be your property under a service for hire basis. These documents are prepared for the construction of this project only and are not to be used in whole or part for the construction of other projects without our expressed written permission. Structural Nexus retains all copyright and rights of re-use on their documents. If this material is delivered to Owner, Contractors, Subcontractors or to others, Structural Nexus will require an agreement which holds us harmless for that use or reliance upon the drawing data or changes or alterations thereto. Calculations prepared for the project are our notes and records and will be retained by Structural Nexus.

No Third-Party Beneficiaries: Nothing in this agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against Structural Nexus or Client.

Contract Administration: It is understood that Structural Nexus will <u>not</u> provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Furthermore, it is understood that Structural Nexus will <u>not</u> provide any supervisory services relating to the construction for the project. Any opinions solicited from Structural Nexus relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against Structural Nexus.

Survival: The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

Entire Agreement: This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written and oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party.