

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on _____, 2022 between the City of St. Helens, (hereinafter "City"), and **Arciform** (hereinafter "Contractor").

RECITALS

- A. **WHEREAS**, on or about September 20, 2020, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to design services for the Utility Billing/Court building at 275 Strand Street (the Bennett Building); and
- B. **WHEREAS**, the original contract expired on September 16, 2021; and
- C. **WHEREAS**, St. Helens and Contractor mutually desire to extend the agreement and add an additional work order to the Agreement. The scope of work and terms of compensation are included as **Attachment A** of this amendment.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about September 20, 2020 shall extended to August 31, 2022.
2. The Agreement signed on or about September 20, 2020 shall be amended to include the scope of work and terms of compensation included in **Attachment A**, unless terminated according to the terms of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

ARCIFORM

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

ATTACHMENT A

ARCIFORM

design | restore | remodel

January 13th, 2022

City of St. Helens
265 Strand Street
St. Helens, OR 97051
Jenny Dimsho, AICP
(503) 366-8207
jdimsho@ci.st-helens.or.us

Job #:

Work Order

For the price of twenty-four thousand and 00/100 dollars, (\$24,000.00), Arciform will perform the scope of work outlined in this work order.

Permits

1. Building and Trade permits are not required for this scope of work. Should any government entity require a permit or alterations to the scope of work defined in this work order before issuing the appropriate permit/s or during inspections, this will constitute a change order and will be paid for by the client per the Arciform Agreement on a time and materials basis.
2. Arciform has acquired a temporary one-year contractor's license to work in the City of St. Helen's, Oregon. Cost is included in this proposal.

Protection

1. Client is responsible for the removal of all personal items from the work area prior to commencement of work.
2. Prior to demolition, to protect the health and safety of our employees, subcontractors, and clients, Arciform will conduct an asbestos and lead survey. Analytical test results are required for the following products but are not limited to paint, plaster, drywall compound, HVAC wrap, spray on textures, vinyl and linoleum flooring, insulation, electrical wire insulation, roofing underlayment and asphalt shingles.
3. If any materials are found to have asbestos (1% minimum), analytical testing and removal of asbestos materials must be performed by a licensed asbestos abatement contractor and is not included in this agreement.
4. If paint is found to have lead present (1% minimum), Arciform will implement lead-safe protocols during demolition/removal of said lead-based paint.

Travel

1. Per the Client/Arciform Agreement, travel time outside of a 15-mile radius from our office at 2303 N. Randolph Ave. in Portland, Oregon is a billable expense. This is included as a fixed cost in the work order.

Project Scope: Brick Parapet Wall (TPO Membrane & Concrete Tiles)

1. Provide, erect, and remove scaffolding. Note: maintain access to entry and payment drop box.
2. Remove existing concrete tiles and salvage for reuse.
3. Pull back existing TPO membrane.

	2303 N. RANDOLPH AVE PORTLAND, OR 97227	(503) 493-7344 restore@arciform.com	OR: CCB# 119917 WA: ARCIFL*910KJ
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4. Inspect parapet wall and roof under pulled back TPO for dry-rot in structural components and wood nailers (substrate for parapet tiles). Note, there is potential for additional work to repair parapet masonry and replace substrate after cap removal and a full investigation.
5. Wire brush brick/masonry on top of the parapet wall (birds' nests, dirt, and vegetation). Remove loose mortar from brick parapet ledge.
6. Wire brush concrete tiles, scrub and remove moss/dirt.
7. Repair broken concrete tiles with copper wire and caulking.
8. Re-seal concrete tiles. Requires, at minimum, annual re-application of sealer by Client. Recommend reapplication twice a year.
9. Install new wood nailer anchored into brick parapet wall top.
10. Install screen and Flexim Stynthetic mortar along outside edge of brick ledge to prevent nesting birds. Note: the space between the brick parapet wall and the concrete tile caps at the outside edge where the tiles extend beyond the parapet wall will have a void/open space, but the Flexim mortar should deter the birds from nesting.
11. Reinstall TPO membrane and patch membrane as necessary at top of parapet wall with Eternabond membrane tape.
12. Reinstall original concrete tiles (drill tiles and secure to wood nailer substrate).
13. Clean up and haul away all debris from this work.
14. The work outlined above is warrantied for one year. Excludes the TPO membrane (not installed by Arciform/CC&L Roofing) and concrete tile breakage (due to age). CC&L will provide a specialized warranty to Arciform and the City of St. Helens for their work after contract signing.

Client Supplied Items

The following items are not included in this agreement. Please refer to "Client Supplied Material or Labor Disclaimer." All re-used materials or salvaged items are understood to be in "as-is" condition. If said items are to be refurbished, this work will be done on a time and materials basis. This list is not meant to be all inclusive. It has been included only as a guide. Items to be provided by Client:

1. Construction and Trade permit and inspection fees if required by the City of St. Helens.
2. Taxes if required.
3. Hazardous materials (specifically asbestos) waste removal if discovered during the asbestos survey, demolition, or construction.
4. Sidewalk closure permit and fees if required by the City of St. Helens.
5. Parking permits and fees if required by the City of St. Helens.
6. Access to bathroom and cleaning facilities for site labor and clean up (Covid-19 and Lead-safe mandates).

Payment Schedule

Although the sums set forth for each of the items are specific, the order of completion of such items is only a guide. Invoices will be delivered to Client upon reaching the milestones listed below. For fixed fee, guaranteed cost, or flat rate work, Arciform may invoice Client once each month during performance under this agreement. Additional work/change orders are either fixed price or time and materials. Fixed price additional work/change orders will be paid for prior to the commencement of the extra work. Time and materials additional work/change orders will be billed at two-week intervals or added to the next scheduled progress billing. Within seven days of receipt of any invoice, Client must either issue full payment or object to the invoice. If Client objects to an invoice, Client must (a) provide reasonable notice to Arciform stating the reasons for its objection, and (b) provide Arciform with reasonable opportunity to cure Client's reasons for objection, and (c) issue partial payment to cover work not subject to its objection. Client may withhold payments pending resolution of any disputes in accordance with this agreement.

▪	Deposit upon signing	\$10,000.00
▪	Upon start of parapet wall repair work	\$10,000.00
▪	Upon completion	\$ 4,000.00

Please note: some items might need to be completed after the punch list walk through. The payment is still due, but an amount based on the value of the punch list item will be determined, agreed upon and withheld until those items are completed.

Agreement

If Client agrees to the terms of this Work Order, Client will sign and return a copy of the Work Order with the deposit within 14 days of date of this agreement, as prices cannot be guaranteed after that date. See the "Arciform Agreement" for specifications to this Work Order.

Client Signature _____ Date _____

Arciform LLC Adam Schoeffel Date 1/13/2022