

RESOLUTION NO. URR 11-013

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CANBY URBAN RENEWAL AGENCY AND LRS ARCHITECTS, INC. TO PROVIDE ADDITIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE FIRST AVENUE REDEVELOPMENT PROJECT

WHEREAS, the Canby City Council established the Canby Urban Renewal Agency ("Agency") as an urban renewal agency to function within the City pursuant to Ordinance 1032 passed October 6, 1999; and

WHEREAS, the City Council approved the Canby Urban Renewal Plan in 1999, and as thereafter amended, is referred to as the "Plan"; and

WHEREAS, the Plan authorizes redevelopment and development of certain public improvements and public facilities, including streets and parks and open space to support the goals and objectives of the Plan; and

WHEREAS, effective March 16, 2011, the Agency and LRS Architects, Inc. ("LRS") entered into Personal Services Agreement to provide architectural and engineering design services for redevelopment of First Avenue between N. Elm Street and N. Ivy Street and the adjacent parking lot formerly owned by Union Pacific railroad ("Project"); and

WHEREAS, LRS has completed the scope of services described in the Personal Services Agreement and the Agency desires that LRS continue to provide architectural and design services through construction of the Project; and

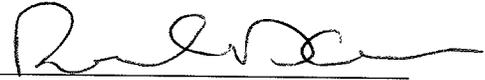
WHEREAS, LRS and the Agency have agreed to a form of Agreement that appropriately specifies the terms and conditions for such services;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Canby Urban Renewal Agency as follows:

1. The Agency authorizes the AIA Document B105 – 2007, as amended, between the Agency and LRS Architects, Inc. in the form attached to this Resolution; and
2. The Director of the Agency is authorized and directed to execute the AIA Document B105 – 2007, as amended, on behalf of the Agency and to carry out such necessary actions to complete the Agency's obligations under said AIA Document B105 – 2007, as amended.

This Resolution shall take effect on September 14, 2011.

ADOPTED this 14th day of September, 2011, by the Canby Urban Renewal Agency.



Richard Ares
Chair

ATTEST:



Sue Ryan
Deputy City Recorder



AIA[®]

Document B105[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the fourteenth day of September in the year two thousand and eleven

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

City of Canby Urban Renewal Agency

P.O. Box 930

Canby, OR 97013

and the Architect:

(Name, address and other information)

LRS Architects, Inc.

720 NW Davis Street, Suite 300

Portland, OR 97209

for the following Project:

(Name, location and detailed description)

211009 Canby 1st Ave Redevelopment

Reference Exhibit A & B attached.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Architectural, Structural Engineering, Civil Engineering, Pavilion Performance Specifications for M.E. & P, Street Lighting Systems Design, Entitlement Planning Services for required permitting, Project Cost Estimate, and Limited Traffic Engineering Review.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. Generally, the Architect's services during construction include interpreting the Contract Documents, visiting the site, rejecting nonconforming work, and may include reviewing and certifying payments, and reviewing the contractor's submittals.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to reasonably rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

All work products produced by the Architect under this Agreement is the exclusive property of the Owner. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Architect and the Owner intend that such work product shall be deemed "work made for hire" of which the Owner shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Architect hereby irrevocably assigns and transfers to the Owner all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Architect shall obtain such interests and execute all documents necessary to fully vest such rights in the Owner. Architect waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications..

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner (except for breach of the Agreement by the Architect under paragraph 7.3.2), the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. In connection with its activities under this Agreement, Architect shall comply with all applicable federal, state, and local laws and regulations, all of which are incorporated by this reference. Architect hereby certifies that the business is not in

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violation of any Oregon tax laws. Architect hereby certifies that Architect an independent contractor as defined in ORS 670.600.

If Architect is determined by the Owner to be a sub-recipient of federal funds passed through the City, the Architect must submit an annual Federal Compliance Audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

Architect agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Architect also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

The Owner's Project Manager may require the Architect to submit a copy of its Affirmative Action Plan since the total not-to-exceed compensation under the Contract is greater than \$50,000.00.

The Owner strongly encourages the participation of Disadvantaged, Minority, Women and Emerging Small Businesses in this and all City projects, programs and services or when participation or goals or good faith requirements are specifically required by federally funded projects.

The Owner encourages use of recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See Exhibit C attached.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, without mark-up). Reimbursable expenses are additional direct expenses over and above the scope of services described above. They include expenses incurred by LRS Architects in the interest of the project. Reimbursable Expenses are billed at the amount billed for expenses listed on the attached LRS Architects' Rates & Reimbursables.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one point five percent (1.5%) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect, provided however, that payment of any invoice, does not preclude the Owner from later determining that an error in payment was made, and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

7.1 Hourly/ Time and Material Services: Scope of services noted as "hourly not-to-exceed" or "hourly time and material" will be billed according to the hourly rates listed in the attached Rates & Reimbursables. Items noted as "limited" are itemized accordingly with Additional Services required beyond the scope stated.

7.2 Additional Services: Additional Services are any services provided beyond the scope of services as stated above. Additional Services compensation will be based on the attached Rates & Reimbursables.

7.3 Termination:

7.3.1 The Owner, on thirty (30) days written notice to the Architect, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

7.3.2 Either the Owner or the Architect may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. In the event of termination by the Owner due to a breach by the Architect, then the Owner may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Agreement, then the Architect shall pay the Owner the amount of the reasonable excess

7.4 Indemnity/ Liability:

7.4.1 Indemnity – Claims for Other than Professional Liability

Architect shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Architect or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Architect or its insurer to indemnify the Owner for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the Owner.

7.4.2 Indemnity – Claims for Professional Liability

Architect shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Architect or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Architect or its insurer to indemnify the Owner for any claims or losses caused by the negligence of the Owner.

7.4.3 Indemnity – Standard of Care

If Architect's services involve engineering or consulting, the standard of care applicable to Architect's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Architect will re-perform any services not meeting this standard without additional compensation.

7.4.4 Indemnity – Existing Conditions The Owner agrees to assume all liability associated with existing conditions of the building(s) and site, as they occur on this project, and to the extent and within the limits of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30,260-.300) indemnify, defend and hold harmless the Architects and the Architect's consultants from any and all claims, damages, causes of action, losses and costs (including expert fees, LRS staff time and attorney fees and costs at trial, arbitration and on appeal) for any potential existing conditions, whether concealed or exposed, including but not limited to architectural, structural, mechanical, electrical, civil, geotechnical, hazardous material, mold, exterior envelope, under building and piling conditions, unless the scope of services specifically includes itemized descriptions of design services for corrections of existing conditions. Alterations to existing conditions shall not be construed as corrections.

7.5 Insurance - Exhibit E is hereby referenced and made a part of this Agreement.

7.6 Digital Data Digital data transfers with text, data, graphic or other types of data that are furnished by the Architect to the Owner, Owner's Representative(s), Owner's Consultant(s), or Owner's Contractor(s) are in the Architect's data format of Microsoft, AutoCAD and other data formats used by the Architect. Any conclusion or

information obtained or derived from such electronic files will be at the user's sole risk. When transferring digital data, Architect or his consultants make no representations as to long-term compatibility, usability, or readability of digital data resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Architect at the beginning of this assignment.

Architect agrees upon request to provide Owner with computer disks containing the information on Architectural drawings (to the extent they have been prepared and updated on Computer Aided Drafting and Design - CADD). Architect reserves the right to remove all indicia of ownership and/or involvement from each electronic display, and to write-protect the disks. This electronic information will be used solely by Owner in connection with its facilities management for the Project.

Any use of such CADD digital data without written verification or CADD adaption by Architect for the specific purpose intended, will be at the Owner's sole risk and without liability or responsibility of Architect or its consultants. Any such verification or adaption will entitle Architect to further compensation at rates to be mutually agreed upon by Owner and Architect, and documents for which compensation is paid will be issued in hard copy and will be stamped by Architect or its consultant(s), as appropriate. In the event Owner uses such media without written verification or CADD adaption by Architect, Owner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Architect and its consultants from all claims, damages, losses and expenses including without limitation attorneys' and experts' fees, arising from or relating to such use of electronic media.

7.7 Unauthorized Document Changes: In the event that Owner consents to, allows, authorizes or approves changes to any plans, specification or other construction documents, and these changes are not approved in writing by the Architect, the Owner acknowledges that such changes and the results thereof are not the responsibility of the Architect. Therefore, Owner agrees to release the Architect from any liability arising from construction, use or result of such changes. In addition, Owner agrees, to the fullest extent permitted by law to defend, indemnify and hold harmless Architect from any claims of damage, liability or costs arising from or related to such changes.

7.8 Integration/Modification: This constitutes the entire agreement between the parties, supersedes all prior and contemporaneous oral and written agreements and shall not be modified except in writing by the parties.

7.9 Agreement Enforcement/ Remedies:

7.9.1 The termination remedy provided to the Owner under paragraph 7.3.2 for a breach by the Architect shall not be exclusive. The Owner also shall be entitled to any other equitable and legal remedies that are available.

7.9.2 In the event of breach of this Agreement by the Owner, then the Architect's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Article 4.

7.9.3 Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all other remaining provisions shall continue in full force and effect.

7.10 Exhibits:

7.10.1 See Exhibit A: Project Approach, Scope & Duration

7.10.2 See Exhibit B: Physical Limits of the Scope of Work

7.10.3 See Exhibit C: Fee Summary Table and Rate Schedule

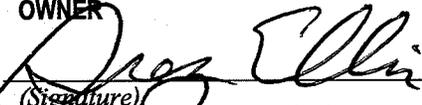
7.10.4 See Exhibit D: Prime Sub-consultant proposals with inclusions and exclusions

7.10.5 See Exhibit E: Insurance

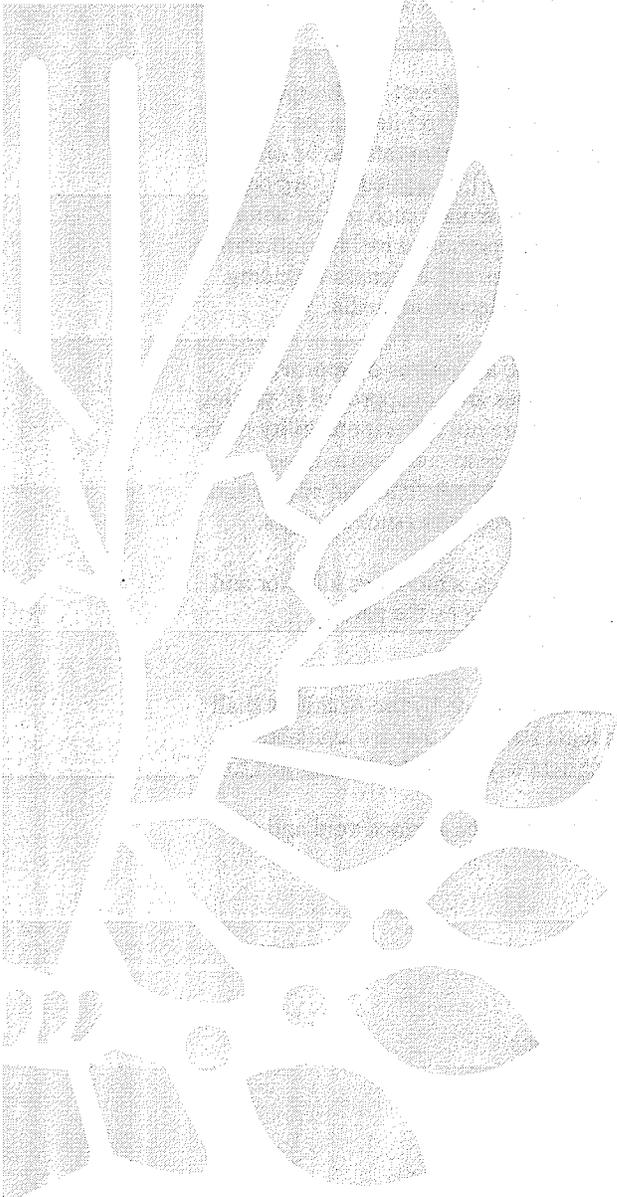
This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT


(Signature)
Greg Ellis - City Administrator
(Printed name and title)


(Signature)
THOMAS P. FRANK, PRINCIPAL
(Printed name and title)



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User Notes: (1769501034)

Additions and Deletions Report for

AIA[®] Document B105[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:36:03 on 09/06/2011.

PAGE 1

AGREEMENT made as of the fourteenth day of September in the year two thousand and eleven
(In words, indicate day, month and ~~year~~-year)

...

(Name, legal status, address and other information)

City of Canby Urban Renewal Agency
P.O. Box 930
Canby, OR 97013

...

(Name, legal status, address and other information)

LRS Architects, Inc.
720 NW Davis Street, Suite 300
Portland, OR 97209

...

211009 Canby 1st Ave Redevelopment
Reference Exhibit A & B attached.

PAGE 2

Architectural, Structural Engineering, Civil Engineering, Pavilion Performance Specifications for M.E. & P, Street Lighting Systems Design, Entitlement Planning Services for required permitting, Project Cost Estimate, and Limited Traffic Engineering Review.

...

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. ~~The extent of the Architect's authority and responsibility during construction is described in AIA Document A105[™] 2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project.~~ Generally, the Architect's services during construction include interpreting the Contract Documents, ~~reviewing the Contractor's submittals, visiting the site, rejecting nonconforming work, and may include reviewing and certifying payments, and rejecting noneonforming Work reviewing the contractor's submittals.~~

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The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The

Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to reasonably rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

...

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project. All work products produced by the Architect under this Agreement is the exclusive property of the Owner. "Work product" shall include but not be limited to research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form; the Architect and the Owner intend that such work product shall be deemed "work made for hire" of which the Owner shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Architect hereby irrevocably assigns and transfers to the Owner all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Architect shall obtain such interests and execute all documents necessary to fully vest such rights in the Owner. Architect waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications..

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...

This Agreement shall be governed by the law of the place where the Project is located. In connection with its activities under this Agreement, Architect shall comply with all applicable federal, state, and local laws and regulations, all of which are incorporated by this reference. Architect hereby certifies that the business is not in violation of any Oregon tax laws. Architect hereby certifies that Architect an independent contractor as defined in ORS 670.600.

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The Owner strongly encourages the participation of Disadvantaged, Minority, Women and Emerging Small

Businesses in this and all City projects, programs and services or when participation or goals or good faith requirements are specifically required by federally funded projects.

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See Exhibit C attached.

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Reimbursable expenses are additional direct expenses over and above the scope of services described above. They include expenses incurred by LRS Architects in the interest of the project. Reimbursable Expenses are billed at the amount billed for expenses listed on the attached LRS Architects' Rates & Reimbursables.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of ~~percent (%)~~ one point five percent (1.5%) monthly, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the of the Architect, provided however, that payment of any invoice, does not preclude the Owner from later determining that an error in payment was made, and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within ~~(eighteen (18)~~ months of the date of this Agreement through no fault of the Architect.

PAGE 4

~~(Insert descriptions of other services and modifications to the terms of this Agreement.)~~

7.1 Hourly/ Time and Material Services: Scope of services noted as "hourly not-to-exceed" or "hourly time and material" will be billed according to the hourly rates listed in the attached Rates & Reimbursables. Items noted as "limited" are itemized accordingly with Additional Services required beyond the scope stated.

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7.3 Termination:

7.3.1 The Owner, on thirty (30) days written notice to the Architect, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

7.3.2 Either the Owner or the Architect may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. In the event of termination by the Owner due to a breach by the Architect, then the Owner may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Agreement, then the Architect shall pay the Owner the amount of the reasonable excess

7.4 Indemnity/ Liability:

7.4.1 Indemnity – Claims for Other than Professional Liability

Architect shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Architect or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Architect or its insurer to indemnify the Owner for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the Owner.

7.4.2 Indemnity – Claims for Professional Liability

Architect shall defend, save, and hold harmless the Owner, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Architect or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Architect or its insurer to indemnify the Owner for any claims or losses caused by the negligence of the Owner.

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If Architect's services involve engineering or consulting, the standard of care applicable to Architect's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Architect will re-perform any services not meeting this standard without additional compensation.

7.4.4 Indemnity – Existing Conditions The Owner agrees to assume all liability associated with existing conditions of the building(s) and site, as they occur on this project, and to the extent and within the limits of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30,260-.300) indemnify, defend and hold harmless the Architects and the Architect's consultants from any and all claims, damages, causes of action, losses and costs (including expert fees, LRS staff time and attorney fees and costs at trial, arbitration and on appeal) for any potential existing conditions, whether concealed or exposed, including but not limited to architectural, structural, mechanical, electrical, civil, geotechnical, hazardous material, mold, exterior envelope, under building and piling conditions, unless the scope of services specifically includes itemized descriptions of design services for corrections of existing conditions. Alterations to existing conditions shall not be construed as corrections.

7.5 Insurance - Exhibit E is hereby referenced and made a part of this Agreement.

7.6 Digital Data Digital data transfers with text, data, graphic or other types of data that are furnished by the Architect to the Owner, Owner's Representative(s), Owner's Consultant(s), or Owner's Contractor(s) are in the Architect's data format of Microsoft, AutoCAD and other data formats used by the Architect. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring digital data, Architect or his consultants make no representations as to long-term compatibility, usability, or readability of digital data resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Architect at the beginning of this assignment.

Architect agrees upon request to provide Owner with computer disks containing the information on Architectural drawings (to the extent they have been prepared and updated on Computer Aided Drafting and Design - CADD). Architect reserves the right to remove all indicia of ownership and/or involvement from each electronic display, and to write-protect the disks. This electronic information will be used solely by Owner in connection with its facilities management for the Project.

Any use of such CADD digital data without written verification or CADD adaption by Architect for the specific purpose intended, will be at the Owner's sole risk and without liability or responsibility of Architect or its consultants. Any such verification or adaption will entitle Architect to further compensation at rates to be mutually agreed upon by Owner and Architect, and documents for which compensation is paid will be issued in hard copy and will be stamped by Architect or its consultant(s), as appropriate. In the event Owner uses such media without written verification or CADD adaption by Architect, Owner shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Architect and its consultants from all claims, damages, losses and expenses including without limitation attorneys' and experts' fees, arising from or relating to such use of electronic media.

7.7 Unauthorized Document Changes: In the event that Owner consents to, allows, authorizes or approves changes to any plans, specification or other construction documents, and these changes are not approved in writing by the Architect, the Owner acknowledges that such changes and the results thereof are not the responsibility of the Architect. Therefore, Owner agrees to release the Architect from any liability arising from construction, use or result of such changes. In addition, Owner agrees, to the fullest extent permitted by law to defend, indemnify and hold harmless Architect from any claims of damage, liability or costs arising from or related to such changes.

7.8 Integration/Modification: This constitutes the entire agreement between the parties, supersedes all prior and contemporaneous oral and written agreements and shall not be modified except in writing by the parties.

7.9 Agreement Enforcement/ Remedies:

7.9.1 The termination remedy provided to the Owner under paragraph 7.3.2 for a breach by the Architect shall not be exclusive. The Owner also shall be entitled to any other equitable and legal remedies that are available.

7.9.2 In the event of breach of this Agreement by the Owner, then the Architect's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Article 4.

7.9.3 Any provision of this Agreement held to be unenforceable for any reason shall be deemed void and all other remaining provisions shall continue in full force and effect.

7.10 Exhibits:

7.10.1 See Exhibit A: Project Approach, Scope & Duration

7.10.2 See Exhibit B: Physical Limits of the Scope of Work

7.10.3 See Exhibit C: Fee Summary Table and Rate Schedule

7.10.4 See Exhibit D: Prime Sub-consultant proposals with inclusions and exclusions

7.10.5 See Exhibit E: Insurance

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Paul Frank, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:36:03 on 09/06/2011 under Order No. 0827820470_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Project Approach

The LRS/Cardno WRG/DLA team (Design Team) is excited about the prospect to continue to assist the City with this endeavor and we believe our familiarity with the community, our knowledge of your vision for downtown, as well as our understanding of the political climate of your community will provide added benefit and efficiency in completing this work. Below is our project approach to prepare the Gateway Design package.

Task 1 – Kickoff Meeting

At this Kick-off meeting, our agenda will be focused on defining the project possibilities and limits. We anticipate that representatives from the City, and URA would be present at this meeting to maximize the effectiveness. The basic items to discuss will be the following:

1. Project Issues/Concerns: We will review the existing design, and identify changes or alterations that need to be addressed and discuss critical path items.
2. Timeline: Given a desired 4-month timeframe, we will establish milestone event dates such that the team can schedule product delivery and presentations to coincide with regularly scheduled URA meetings.

Task 2 – FAWG Meeting

Once the survey is data is collected and the design is finalized for land use submittal. The Team will facilitate one (1) First Avenue Working Group (FAWG) meeting. The goal of the meeting will be to communicate the final design to the group and begin to discuss the phasing schedule for construction.

Task 3 – Land Use Review

The Team will prepare a pre-application submittal and attend one (1) pre-application meeting with City staff to confirm the applicable standards and finalize a review timeline. The Team will prepare the land use application package, including plan set and narrative and submit the package to City staff. Cardno WRG has budgeted to attend one (1) additional meeting to discuss the submittal with staff. The Team does not anticipate, nor have they budgeted for an appeal process. Should the need for appeal coordination arise a contact addendum may be required to provide additional services in relation to an appeal.

Task 4 – Construction Drawings

The Team will prepare the Public Street and Parking Improvements Construction Documents for the proposed project based on the final governing agency Conditions of Approval and the final City approved preliminary street improvement plans. Authorizing the preparation of construction documents prior to receiving land use approvals is at the Client's risk. Modifications to the site plan to reflect Conditions of Approval or site plan modifications after the Team has begun the Construction Documents may require a Contract Addendum.

The Team assumes that the public street improvements to First Avenue shall include full street and sidewalk improvements from Elm Street to Ivy Street in downtown Canby. The improvements will be consistent with the First Avenue design development package drawings prepared by the Team dated July 29, 2011.

Task 5 – Urban Renewal Agency Update

The Team has budgeted to provide up to three (3) Urban Renewal Agency updates during the process.

Task 6 – Project Management

LRS will be the Architect of Record for the project.

LRS and our team of consultants are structured to provide for an integrated project approach.

LRS will be responsible for coordinating and managing the design and engineering services throughout the entitlement, construction document, and bid / build process. We will be the prime point of contact for the City of Canby.

Cardno WRG will take the lead on the LUR application, entitlement process, as well as public out reach.

DLA will be leading the landscape and hardscape design thru construction documentation and the Bid/Build process.

Carndo WRG (Civil) will be Engineer of Record for the civil engineering aspects of the project thru construction documentation and the Bid/build process.

Task 7 – Community Meeting # 1

Once the land use package is approved and the construction drawing are underway, the Team proposes to host a community meeting to present the final design, discuss the forthcoming construction and identify opportunities and constraints from the community that can be used to guide the construction and bid process.

Task 8 – Public Bid Process

The Team assumes that public bid documents and specifications shall be provided to the City of Canby and that the City will coordinate all advertising and bid selection processes.

Task 9 – Community Meeting #2

The final community meeting will provide a forum to introduce the contractor, new project manager and set forth a schedule for the construction of the improvements.

Task 10 – Construction Administration

The Team will assist the contractor with answering questions during the construction of the project. The Team will attend up to eight (8) meetings with the City or Contractor to be held onsite. These meetings include the preconstruction meeting and Preliminary Punch List walk through and Final Inspection. It is assumed all required erosion control monitoring will be completed by the Contractor. The Team will prepare one (1) set of as built drawings based upon the contractor's red lined set and revision drawings issued by the team.

Preliminary Schedule

Task 1 Kickoff Meeting:	September 19
Task 2: FAWG Meeting:	September 28
Task 3: Land Use Review	October 5 to December 5
Task 4a: Prepare Construction Drawings	December 5 to February 6
Task 4b: Construction Drawing Review	February 7 to March 6
Task 5: URA Updates (3)	TBD
Task 6: Project Management	Ongoing
Task 7: Community Meeting # 1:	TBD
Task 8: Bid Process	TBD
Task 9: Community Meeting #2	TBD
Task 10: Construction Administration	Start Date TBD / Duration 6 months

NO.	SUBJECT	DISCIPLINE	COMMENTS	TOTAL
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A. LRS SCOPE OF DESIGN SERVICES FEE

Time Parameters (.25 mo. increments)	Project Start-up Pre-Design PD	Schematic Design SD	Document Development DD	Construction Documents CD	Bidding & Permit Assist BP	Construction Administration CA	CA Observation Trips	
0.00 Mo.		0.00 Mo.	0.00 Mo.	0.00 Mo.	0.00 Mo.	0.00 Mo.		0.00 Mo.

1.00 Basic Scope of Design Services

1.01	LRS Architects, Inc.	Architecture	\$0	\$0	\$4,500	L	\$12,500	L	\$1,250	M	\$2,500	M	3	25 man hrs	\$20,750
1.02	WDY	Structural Engineer	\$0	\$0	\$0		\$5,850	L	\$0		\$0			Pavillion & Site Walls	\$5,850
1.03	Engineering	Mech/Elect/Plumbing	\$0	\$0	\$0		\$2,500	A	\$0		\$0			Pavillion Bidder Des Space	\$2,500
1.04	Sub-Total		\$0	\$0	\$4,500		\$20,850		\$1,250		\$2,500				\$29,100 PR

2.00 Expanded Scope of Design Services

2.01	Cardno	Civil Engineer	\$0	\$0	\$27,500	L	\$27,315	L	\$0		\$0		3		\$58,765
2.02	DLA	Landscape Architect	\$0	\$0	\$7,650	L	\$15,930	L	\$720	M	\$5,700	M		Assumes a Type II LUR	\$30,000
2.03	Cardno	Planning Consultant	\$0	\$0	\$7,950	L	\$0		\$0		\$0				\$7,950
2.04	Engineering	Street Lighting Design	\$0	\$0	\$0		\$8,500	A	\$0		\$0			Allowance	\$8,500
2.05	Kittleson	Traffic Engineering Consult	\$0	\$0	\$0		\$1,250	A	\$0		\$0			1 Cost Estimate	\$1,250
2.06	Hill International	Cost Estimator	\$0	\$0	\$0		\$1,400	A	\$0		\$0				\$1,400
2.07	LRS Architects	Project Team Management	\$0	\$0	\$1,250	L	\$1,250	L	\$800	M	\$1,250	M			\$4,550
2.08			\$0	\$0	\$0		\$0		\$0		\$0				\$0
2.09			\$0	\$0	\$0		\$0		\$0		\$0				\$0
2.10			\$0	\$0	\$0		\$0		\$0		\$0				\$0
2.11			\$0	\$0	\$0		\$0		\$0		\$0				\$0
2.12			\$0	\$0	\$0		\$0		\$0		\$0				\$0
2.13	Sub-Total		\$0	\$0	\$44,350		\$55,645		\$1,520		\$10,900				\$12,415 PR
3.00	Total Basic & Expanded Fees		\$0	\$0	\$48,850		\$76,495		\$2,770		\$13,400				\$141,515 PR
3.01	Total LRS Architects, Inc. Fee Proposal														\$5,000
3.02	Estimated Reimbursables														

LEGEND

NIC or (Left Blank) = Not Included in Contract
 Scope of services noted, as "hourly not-to-exceed" or "hourly time and material" will be billed according to the hourly rates listed in the attached Fee Schedule.
 Items noted as "limited" are itemized accordingly with Additional Services required beyond the scope stated.
 H = Hourly
 L = Lump Sum
 M = Hourly to the Stated Max.
 PR = Plus Reimbursables
 Mo. = Month
 The Owner will be billed monthly, based on the percentage of completion of the scope of services listed above.
 Fee is hourly (time and materials) to the stated maximum. See Fee Proposal (and attached consultant's proposals) for description of services.
 See Fee Proposal for description of Reimbursables.
 Time parameters are in quarter month increments.

NOTES

1. Refer to Scope of Design Services outlined in Fee Proposal for scope, limitations and exclusions.
2. Refer to Consultants Proposal for their scope, limitation and exclusions.

RATES & REIMBURSABLES

BILLABLE HOURLY RATES

YEAR 2011

Principal	\$150.00
Sr. Project Manager	\$125.00
Project Manager	\$115.00
Project Architect	\$100.00
Specification Writer	\$105.00
Sr. Planner	\$100.00
Interiors / Project Manager	\$105.00
Interiors / Senior Designer	\$95.00
Interiors / Designer #1	\$75.00
Interiors / Designer #2	\$65.00
Interiors / Designer #3	\$55.00
Job Captain 1	\$100.00
Job Captain 2	\$95.00
Job Captain 3	\$85.00
Project Staff #1	\$75.00
Project Staff #2	\$65.00
Project Staff #3	\$55.00
Graphic Design	\$75.00
Administrative Staff	\$65.00

Reimbursable expenses are additional direct expenses over and above basic services described above and include expenses incurred by the Architect and the Architect's employees and consultants in the interest of the project as identified below:

PRINT RELATED REIMBURSABLE EXPENSES

Size	Printing Prices				
	B&W Plots	Color Plots	B&W Copies/Prints	Color Copies	B&W/Color Scans
8-1/2 x 11 letter	na	na	0.15	1.50	na
8-1/2 x 14 legal	na	na	0.15	1.50	na
9 x 12 ARCH A	na	na	0.15	1.50	na
11 x 17 Tabloid	na	na	0.30	2.00	na
12 x 18 ARCH B	1.50	9.00	na	na	2.50
18 x 24 ARCH/ANSI C	3.00	18.00	na	na	5.00
24 x 36 ARCH/ANSI D	6.00	36.00	na	na	8.00
30 x 42 ARCH 30	8.75	52.50	na	na	12.00
36 x 48 ARCH/ANSI E	12.00	72.00	na	na	15.00

MISCELLANEOUS REIMBURSABLE EXPENSES

Faxes (per page)	\$1.00
CD ROM	\$5.00
DVD ROM	\$10.00
Mileage	at current IRS rate
Rental Cars	at cost
Airfare	at cost
Lodging	at cost
Telephone	at cost



Shaping the Future

August 26, 2011

Greg Mitchell, AIA
LRS Architects
720 NW Davis, Suite 300
Portland, OR 97209

5415 SW Westgate Drive
Suite 100
Portland, Oregon 97221
USA

Phone (503) 419-2500
Fax (503) 419-2600

RE: NW First Avenue – Canby, OR
CD & CA Scope of Services

www.cardnowrg.com

Dear Greg,

Cardno WRG appreciates the opportunity to assist you with the final design of the proposed NW First Avenue improvements located in Canby, OR. I am confident our past experience and our strong public infrastructure experience will be a tremendous asset to you during the development of this project.

We have prepared the attached detailed Scope of Services and Fee to complete the land use permitting, public improvements Construction Documents and Construction Phase Contract Management for the project. The attached proposal has been prepared based upon our conservations.

We have provided you with a Lump Sum Fee to complete the specific service items, which are further described within the following Scope of Services. Our Scope of Services has been detailed to assure you we are providing the service we have discussed. We respectfully request any comments or questions you may have.

If the attached Scope and Fee are acceptable, please sign the originals and return one executed copy to us.

Greg, thank you again, for the opportunity to assist you with this project. We are committed to giving you the quality and service that you expect from Cardno WRG.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Cerbone', is written over a printed name and title.

Michael Cerbone, AICP
Project Manager
Cardno WRG

copy: Jeff Shoemaker, PE



FEES

The fees for the Scope of Services below will be on a fixed fee basis plus reimbursable expenses as outlined below within the Reimbursable Expense Summary and is broken down as follows: Additional services requested and approved by the Client not identified within this Scope of Services will be billed as a Contract Addendum as agreed upon herein in conformance with the attached Standard Fee Schedule.

Phase#	Description	Budget	Fee
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PHASE 2: Design Development

Land Use Planning		\$ 7,950
Team Coordination		\$ 1,600
Jurisdictional Coordination		\$ 1,500
Public Involvement		\$ 1,250
Land Use Narratives		\$ 2,500
Land Use Application		\$ 600
Schedule		\$ 500

PHASE 3: Construction Documents

Civil Engineering – Public Parking Improvements		\$ 19,665
Team Coordination		\$ 1,840
Jurisdictional Coordination		\$ 2,050
Private Utility Coordination		\$ 815
Public Parking Design		\$ 2,180
Demolition Plan		\$ 905
Grading Design		\$ 2,210
Site Retaining Wall Design		NIC
Erosion Control Design		\$ 1,260
Drainage Design		\$ 1,075
Hydrology		\$ 875
Hydraulic Analysis		\$ 1,010
Storm Drainage Report		\$ 1,095
SWPPP/NPDES Documentation		\$ 1,250
Water System Design		\$ 1,210
Schedule		NIC
Cost Estimates		\$ 790
Bid Documents/Specifications		\$ 1,100

Civil Engineering – First Avenue Street Improvements		\$ 31,740
Team Coordination		\$ 1,720
Jurisdictional Coordination		\$ 2,060
Private Utility Coordination		\$ 1,820
Street Design		\$ 6,030
Demolition Plan		\$ 1,405
Grading Design		\$ 2,370
Site Retaining Wall Design		NIC
Erosion Control Design		\$ 1,220
Drainage Design		\$ 2,105
Hydrology		\$ 675
Hydraulic Analysis		\$ 1,410



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Storm Drainage Report	\$	1,670
SWPPP/NPDES Documentation	\$	1,250
Sanitary Sewer Design	\$	1,790
Water System Design	\$	2,205
Signing and Striping Design	\$	2,030
Schedule		NIC
Cost Estimates	\$	880
Bid Documents/Specifications	\$	1,100

PHASE 4: Construction Phase Contract Management

<u>Civil Engineering – Public Parking & First Avenue Street Improvements</u>	\$	7,360
Construction Coordination	\$	2,510
Site Observations	\$	2,850
Asbuilt Drawings	\$	2,000

Sub-Consultant Services

Street Lighting/Electrical	\$	0
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Reimbursable Expenses

Estimated Reimbursable Expense Budget	\$	2,400
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BUDGET AND FEE SUMMARY BY DISCIPLINE

Land Use Planning		
Total Lump Sum Fee	\$	7,950
Civil Engineering		
Total Lump Sum Fee	\$	58,765
Sub-Consultants		
Total Lump Sum Fee	\$	0
Total Fee Summary		
Total Lump Sum Fee	\$	66,715
Reimbursable Expense Budget	\$	2,400

AGREEMENT

This Agreement sets forth the terms and conditions for retention of **Cardno WRG, Inc.** a Delaware Corporation ("**Cardno WRG**") to provide consulting services to **LRS Architects** (hereinafter referred to as "**CLIENT**") in connection with the subject project. This Agreement consists of the following identified subparts, all of which are attached hereto and by this reference incorporated herein: **SCOPE OF SERVICES, FEES, and GENERAL CONDITIONS**. The basis of Cardno WRG's retention is described in the attached SCOPE OF SERVICES, FEES, and GENERAL CONDITIONS. Client acknowledges they have read and agree to the Scope of Services, Fees, and General Conditions as provided in the General Conditions. Any requested services which are in addition to the attached Scope of Services will be invoiced according to Cardno WRG's standard schedule of rates or included in a contract addendum.

THIS IS A LEGALLY BINDING AGREEMENT APPROVED AND AGREED TO:

Approved for **LRS Architects**

Approved for **Cardno WRG, Inc**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCOPE OF SERVICES

PROJECT UNDERSTANDING

The site is located along NW First Avenue between N Elm Street and N Ivy Street within the City of Canby, Oregon. The project shall include full street and sidewalk improvements to NW First Avenue as well as a public surface parking facility proposed to the south, between NW First Avenue and the existing railroad right of way. Cardno WRG understands both the roadway and parking projects will be designed, bid and constructed in one phase.

It is our understanding that there is a Canby regional storm water treatment and detention facility that will serve the project improvements. In addition, Cardno WRG understands that the City will perform all public bid coordination and selection.

Cardno WRG assumes all studies, design, and applications listed below will be completed in accordance with the current governing agencies requirements as of the time of this proposal. Modifications or revisions required due to new jurisdictional code or design requirements may be completed as a Contract Addendum.

Specific assumptions have been listed within the Scope of Services to provide a clear understanding of the services to be provided by Cardno WRG. This Scope of Services is based upon the current billing rates and scheduling at the time of preparation. We respectfully reserve the right to revise the fees beyond 30 days from the date of the Scope of Services to reflect any changes necessary.

PHASE 2: DESIGN DEVELOPMENT (Land Use Entitlement)

Cardno WRG assumes the proposed improvements will be reviewed via Type II land use process and that no public hearings or appeal coordination will be necessary. Cardno WRG assumes no supporting documents will be required beyond the proposed improvements depicted within the Design Development Plan Set already produced. Cardno WRG will prepare a Type II land use package for review. Cardno WRG will prepare for and attend one (1) preapplication meeting and one (1) coordination meeting to ensure the land use submittal is complete.

LAND USE PLANNING

- **Team Coordination:** Cardno WRG will coordinate with the Client and other team members during this phase of the project and has budgeted to attend up to four (4) - 1hr meetings/conference calls. Unused budget for meetings may be substituted to provide additional coordination via emails, phone calls or memorandums.
- **Jurisdictional Coordination:** Cardno WRG will assist the Client with coordination and soliciting land use approvals from the governing agency. Cardno WRG has budgeted to attend two (2) – 2 hr meetings to review the submittal and any issues associated with it. Cardno WRG has also budgeted to present information at up to two (2) Urban Renewal Agency meetings.
- **Public Involvement:** Cardno WRG has budgeted to facilitate and attend up to two First Avenue Working Group (FAWG) meetings.
- **Land Use Narratives:** Cardno WRG will prepare the land use narrative for the entitlement submittal addressing the applicable criteria and providing written arguments in support of the proposal. Cardno WRG assumes the Land Use Entitlements are limited to a Type II Design Review.
- **Land Use Application:** Cardno WRG will assemble and publish the application submittal package, including the narrative, plans, and all supplemental reports



provided and prepared by others. Cardno WRG will prepare the Land Use Application form for the Client's signature. Cardno WRG assumes the Client will be responsible for soliciting any required signatures and paying any required fees. Cardno WRG will prepare and distribute the land use notice materials required by the jurisdiction, including mailings and site signage.

- Schedule: Cardno WRG will update the project schedule.
- Appeal Coordination: Cardno WRG assumes any appeal coordination may be completed as a Contract Addendum on a time and materials basis.

PHASE 3: CONSTRUCTION DOCUMENTS

Cardno WRG will prepare the Public Street and Parking Improvements Construction Documents for the proposed project based on the final governing agency Conditions of Approval and the final City approved preliminary street improvement plans.

Authorizing the preparation of construction documents prior to receiving land use approvals is at the Client's risk. Modifications to the site plan to reflect Conditions of Approval or site plan modifications after Cardno WRG has begun the Construction Documents may require a Contract Addendum.

Cardno WRG assumes that the public street improvements to NW First Avenue shall include full street and sidewalk improvements from N Elm Street to N Ivy Street in downtown Canby. The improvements will be consistent with the NW First Avenue design development package drawings prepared by Cardno WRG dated July 29, 2011. Cardno WRG will sub consult electrical engineer for Street Lighting Design and Electrical Utility Coordination necessary as a part of this full street improvement.

Cardno WRG assumes that public bid documents and specifications shall be provided to the City of Canby by Cardno WRG, and that the City will coordinate all advertising and bid selection processes.

CIVIL ENGINEERING – PUBLIC PARKING IMPROVEMENTS

- Team Coordination: Cardno WRG will coordinate with the Client and other team members during this phase of the project and has budgeted to attend up to five (5) - 1hr meetings/conference calls. Unused budget for meetings may be substituted to provide additional coordination via emails, phone calls or memorandums.
- Jurisdictional Coordination: Cardno WRG will assist the Client with coordination and soliciting the civil related public bid document approvals from the governing agency. Cardno WRG has budgeted to attend three (3) meetings with City staff during this phase of the project. Cardno WRG assumes all necessary permit applications and issuance shall be completed by the City.
- Private Utility Coordination: Cardno WRG will submit the final plans to the local utility companies and solicit any feedback regarding the impact of the private utility system. Cardno WRG has budgeted to attend two (2) meetings with the utility companies during the design phase of the project.
- Public Parking Design: Cardno WRG will prepare the CD site plan for the project based upon the Client approved DD site plan. This plan will illustrate the overall development of the project and include the site geometry, curb design, sidewalk design, parking and drive aisle design, and all necessary details for the civil site construction. Cardno WRG assumes any building code, development code and setback requirements were addressed by the team member responsible for preparing



the DD Site Plan. Any changes to the site plan after Cardno WRG has begun the Construction Documents may require a Contract Addendum. Cardno WRG assumes that all plaza designs shall be completed by others and that no profiles, just plan view plans will be prepared for this portion of the work.

- Demolition Plan: Cardno WRG will prepare a demolition plan that illustrates the removal of any identified and located structures or any known utilities that need to be relocated or removed. This plan will not include any environmental or contamination considerations. Cardno WRG assumes the environmental consultant will be responsible for said considerations, if necessary.
- Grading Design: Cardno WRG will prepare the CD Grading Plan for the project based upon the final Client approved site plan.
- Site Retaining Wall Design: Cardno WRG assumes that no retaining walls shall be required for the public improvements.
- Erosion Control Design: Cardno WRG will prepare a two-stage detailed erosion and sediment control plan (ESCP) that meets the current DEQ 1200-C NPDES General Permit requirements. The first stage will detail the erosion control requirements during the demolition and earthwork phases of the project, while the second stage will detail the erosion control requirements after the earthwork and utility construction is complete. The ESCP will show the proposed erosion and sediment control measures and other best management practices to be used at the site including general notes and details for the construction of the erosion control facilities. In addition, Cardno WRG will prepare the 1200-C permit application along with an ESCP implementation schedule for the Client's approval and signature. Cardno WRG assumes that the project will be completed during dry weather conditions. Cardno WRG assumes that one 1200-C permit shall be applied for that will cover both the roadway and parking project areas.
- Drainage Design: Cardno WRG will prepare the CD storm drainage design based upon the final site plan for the project. Cardno WRG assumes that water quality and detention shall not be required and that the parking improvements will be served by a regional facility for the downtown corridor. Cardno will prepare designs for catch basins, service laterals and connection to existing mainline and drywells. Cardno WRG assumes that UIC registration has already been completed by the City on their existing drywells.
- Hydrology: Cardno WRG will delineate and identify the existing on-site basins. Cardno WRG will identify and delineate the post-developed on-site drainage basins based upon the preliminary site plan.
- Hydraulic Analysis: Cardno WRG will provide the final Hydraulic Analysis for the project. Cardno WRG will size the storm water conveyance lines. Cardno WRG assumes the existing storm mains along the north end of NW First Avenue have sufficient capacity to serve the proposed improvements and that no downstream analysis shall be required.
- Storm Drainage Report: Cardno WRG will prepare the final public storm drainage report for the site based upon the current governing agency requirements. Cardno WRG assumes a downstream storm analysis will not be required.
- SWPPP/NPDES Documentation: Cardno WRG will prepare a Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) as required. The SWPPP will include a written narrative and drawings as documented by the current local agency requirements. All best management practices (BMP's) will be clearly referenced in the



narrative and marked on the drawings. SWPPP documentation will include the following: existing condition information, 12 elements of SWPPP, construction phasing/sequencing, general BMP implementation schedule, actions to be taken if BMP performance goals are not achieved, and engineering calculations for storm drainage structures. Cardno WRG assumes the Contractor/City will be responsible for updating the SWPPP and all required testing and observations throughout the construction of the project. Cardno WRG assumes that one SWPPP can be prepared for both the roadway and parking project areas.

- Sanitary Sewer Design: Cardno WRG assumes that there will be no sanitary sewer improvements required for the parking area.
- Water System Design: Cardno WRG will prepare the CD water system design for the project based upon the final site design. Cardno WRG assumes that the Client will provide typical service locations and requirements prior to starting the water system design. Cardno WRG assumes that water service of appropriate capacity and pressure will be available adjacent to the site. Cardno WRG assumes no profiles shall be required.
- Schedule: Cardno WRG assumes that project schedule shall be prepared by the City of Canby.
- Cost Estimates: Cardno WRG will provide an engineer's cost estimate based upon the final approved parking design.
- Bid Documents/Specifications: Cardno WRG assumes the governing agencies specifications will be utilized for the roadway improvements. Cardno WRG will assist with answering questions which may arise during the bidding process. Cardno WRG assumes the off-site and public improvements will be bid at the same time as the on-site improvements. Cardno WRG assumes the Client will be responsible for preparing, advertising and distribution of full bid documents and solicitation of the bids for the project.

CIVIL ENGINEERING – FIRST AVENUE STREET IMPROVEMENTS

- Team Coordination: Cardno WRG will coordinate with the Client and other team members during this phase of the project and has budgeted to attend up to five (5) - 1hr meetings/conference calls. Unused budget for meetings may be substituted to provide additional coordination via emails, phone calls or memorandums.
- Jurisdictional Coordination: Cardno WRG will assist the Client with coordination and soliciting approvals of the off-site and public improvements with the governing agencies. Cardno WRG has budgeted to attend five (5) meetings with City staff during this phase of the project.
- Private Utility Coordination: Cardno WRG will coordinate with the utility companies in regard to the private utilities and solicit their final designs. Cardno WRG has budgeted to attend three (3) meetings with the utility companies during the design phase of the project.
- Street Design: Cardno WRG will prepare the Street Plans for the street improvements listed above. This includes preparing plan and profile drawings of the public improvements. Cardno WRG will also provide the governing agency details for the project. Cardno WRG assumes all plaza designs shall be completed by others.
- Demolition Plan: Cardno WRG will prepare a demolition plan that illustrates the removal of any identified and located structures or any known utilities that need to be



relocated or removed. This plan will not include any environmental or contamination considerations. Cardno WRG assumes the environmental consultant will be responsible for said considerations, if necessary.

- **Grading Design:** Cardno WRG will prepare the CD Grading plans for the road improvements. These plans will illustrate one (1) foot contours for the road improvements as well as pertinent grade information along curb lines or edge of pavement. We will also prepare a detailed (0.1' contour) plan for the intersections along NW First Avenue from Elm to Ivy.
- **Erosion Control Design:** Cardno WRG will prepare a two-stage detailed erosion and sediment control plan (ESCP) that meets the current DEQ 1200-C NPDES General Permit requirements. The first stage will detail the erosion control requirements during the demolition and earthwork phases of the project, while the second stage will detail the erosion control requirements after the subgrade preparation and utility construction is complete. The ESCP will show the proposed erosion and sediment control measures and other best management practices to be used at the site including general notes and details for the construction of the erosion control facilities. In addition, Cardno WRG will prepare the 1200-C permit application along with an ESCP implementation schedule for the Client's approval and signature. Cardno WRG assumes that one 1200-C permit shall be applied for that will cover both the roadway and parking project areas.
- **Drainage Design:** Cardno WRG will prepare the CD storm design for the roadway improvements including details. Cardno WRG assumes that water quality and detention shall not be required and that the street improvements will be served by a regional facility for the downtown corridor. Cardno will prepare designs for catch basins, service laterals, mainlines within NW First, and connection to existing mainlines, catch basins and drywells. Cardno WRG assumes that UIC registration has already been completed by the City on their existing drywells.
- **Hydrology:** Cardno WRG will delineate and identify the existing on-site basins. Cardno WRG will identify and delineate the post-developed on-site drainage basins based upon the final street design.
- **Hydraulic Analysis:** Cardno WRG will provide the final Hydraulic Analysis for the project. Cardno WRG will size the storm water conveyance lines. Cardno WRG assumes the existing storm mains along the north end of NW First Avenue have sufficient capacity to serve the proposed improvements and that no downstream analysis shall be required.
- **Storm Drainage Report:** Cardno WRG will prepare the final combined on-site and public storm drainage report for the site based upon the current governing agency requirements.
- **SWPPP/NPDES Documentation:** Cardno WRG will prepare a Notice of Intent (NOI) and a Storm Water Pollution Prevention Plan (SWPPP) as required. The SWPPP will include a written narrative and drawings as documented by the current local agency requirements. All best management practices (BMP's) will be clearly referenced in the narrative and marked on the drawings. SWPPP documentation will include the following: existing condition information, 12 elements of SWPPP, construction phasing/sequencing, general BMP implementation schedule, actions to be taken if BMP performance goals are not achieved, and engineering calculations for ponds and any other storm drainage structures. Cardno WRG assumes the Contractor/Owner will be responsible for updating the SWPPP and all required testing and observations



throughout the construction of the project. Cardno WRG assumes that one SWPPP can be prepared for both the roadway and parking project areas.

- Sanitary Sewer Design: Cardno WRG will prepare the CD Sanitary Sewer design for the extension of service laterals to existing retail along the north of NW First as well as the mainline extension along Holly Street for approximately 150lf to the north. Cardno WRG assumes that there will be no mainline reconstruction, additional off-site or downstream improvements required beyond what has been listed above.
- Water System Design: Cardno WRG will prepare the CD Water System design for the extension of public mains along the roadway. Cardno WRG assumes that there will be no additional off-site or downstream improvements required outside of NW First Avenue and that no regional modeling shall be required. Cardno WRG assumes that the City will perform and provide results for hydrant testing to ensure adequate fire flow and domestic water line pressures are available.
- Signing and Striping: Cardno WRG will prepare the signing and striping plans for NW First Ave from N Elm to N Ivy.
- Schedule: Cardno WRG assumes that project schedule shall be prepared by the City of Canby.
- Cost Estimates: Cardno WRG will prepare a Performance Bond Estimate which is to be used to assist the governing agency with determining the review fees and required bond amounts.
- Bid Documents/Specifications: Cardno WRG assumes the governing agencies specifications will be utilized for the roadway improvements. Cardno WRG will assist with answering questions which may arise during the bidding process. Cardno WRG assumes the off-site and public improvements will be bid at the same time as the on-site improvements. Cardno WRG assumes the Client will be responsible for preparing, advertising and distribution of full bid documents and solicitation of the bids for the project.

PHASE 4: CONSTRUCTION PHASE CONTRACT MANAGEMENT

Cardno WRG will provide the following Construction Phase Contract Management services as outlined below with the following assumptions:

Assumptions:

- All additional Construction Phase Contract Management **not** noted below will be completed as a separate Contract Addendum or by the City.
- The City will contract with a Geotechnical Firm to provide earthwork, utility and pavement testing services.
- The project will be completed as a single phase during one construction season. If the Construction timeframe is extended Cardno WRG may require a Contract Addendum to reflect the additional Construction Phase Contract Management efforts.

CIVIL ENGINEERING – PUBLIC PARKING & PUBLIC STREET IMPROVEMENTS

Cardno WRG assumes our Public Improvement Site Observations shall be completed for the parking and street work in one phase and are limited to the following:



- Construction Coordination: Cardno WRG will assist the City and contractor with addressing questions during the construction of the project. Cardno WRG has budgeted to attend eight (8) meetings with the City and contractor to be held onsite in conjunction with Site Observations. This includes attending the Pre-Construction meeting, Preliminary Punch List walk through and Final Inspection. Additional site meetings requested shall be completed on a time and materials basis and billed per the attached Fee Schedule.
- Site Observations: Cardno WRG has budgeted to conduct eight (8) site observations during the construction of the project to be held in conjunction with onsite meetings. Additional Site Observations requested shall be completed on a time and materials basis and billed per the attached Fee Schedule. Cardno WRG assumes that full time site observations shall not be required or shall be completed under separate contract.
- Erosion Control Site Observations: It is assumed that all erosion control observations as required by DEQ will be completed by the General Contractor or another third party and will not be included in this Scope of Services. If the erosion control inspector is unknown at the time the 1200-C permit application is completed, Cardno WRG will write in the Client's name as a place-holder (this is allowable by DEQ). Once the actual erosion control inspector is known, Cardno WRG will submit a Change-of-Name Application to DEQ.
- Asbuilt Drawings: Cardno WRG will prepare one set of asbuilt drawings based upon the contractor's red lined set and any revision drawings issued by Cardno WRG during the construction phase of the project. This does not include actual field verification or as-built survey information. Cardno WRG will provide the City hard copies and electronic Autocad files upon completion.

SUB-CONSULTANT SERVICES

Cardno WRG assumes sub-consultant services will be provided as listed below. If not listed, Cardno WRG assumes the Client will contract directly with the sub-consultant.

- Electrical: Cardno WRG will sub-consult Electrical Utility Coordination and Lighting Design services for the proposed street and parking areas per the attached Professional Services Proposal prepared by Interface Engineering dated August 8, 2011.

REIMBURSABLE EXPENSES

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. The following schedule applies for Reimbursable Expenses:

Vehicle mileage is reimbursed at the current IRS rate for project related travel.

The following project related expenses are reimbursed at cost plus ten (10) percent:

- Copy and Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage



GENERAL CONDITIONS

These General Conditions are made a part of the attached Agreement between Cardno WRG and the CLIENT. The CLIENT has read and agrees to the following General Conditions as an integral part of this Agreement.

- A. **Authorization to Proceed:** Signing this Agreement shall be authorization by CLIENT for Cardno WRG to proceed with the work, unless otherwise provided for in Agreement. Acceptance will occur upon receipt by Cardno WRG of the original fully signed Agreement or an email or facsimile (fax) transmittal of a fully signed Agreement. If CLIENT returns the fully signed Agreement to Cardno WRG by fax or email transmittal, such fax or email transmittal shall serve as an original until an actual original Agreement is executed and received by Cardno WRG. Cardno WRG and CLIENT agree that an email or fax from the CLIENT to Cardno WRG directing Cardno WRG to proceed shall be construed as authorization by CLIENT for Cardno WRG to proceed with the work. The fees related to the scope of work are valid for 30 days from the date of the Cardno WRG letter to the CLIENT transmitting the Agreement.
- B. **Period of Service:** Cardno WRG will commence work within a timeframe mutually agreed upon between Cardno WRG and the CLIENT and will proceed with said work in a diligent manner to completion. Cardno WRG will not be responsible for delays caused by factors beyond Cardno WRG's reasonable control, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, Act of God, or the public enemy, act or regulation of any government agency, or any other act or event, which could not reasonably have been foreseen at the time this Agreement was executed. If, at any time during the completion of the scope of services, the project is delayed for more than 60 days then Cardno WRG shall be entitled to an equitable adjustment in fees. In the event Cardno WRG is delayed by the CLIENT and such delay exceeds 30 days, Cardno WRG shall be entitled to an extension of time equal to the delay and an equitable adjustment in fees.
- C. **Terms of Payment:** Cardno WRG will invoice CLIENT monthly based on the actual services rendered and Reimbursable Expenses expended. CLIENT shall pay the full invoice amount promptly with payment due within 30 days of invoice date. CLIENT agrees that CLIENT's payment to Cardno WRG is not subject to receipt of any payments due CLIENT from any third party. CLIENT payments due Cardno WRG will not be delayed pending a third party disbursement to CLIENT. If CLIENT objects to any invoice submitted by Cardno WRG, CLIENT shall so advise Cardno WRG in writing, giving reasons therefore, within fourteen days of the date on the said invoice, CLIENT'S failure to object to an invoice within the specified time frame shall be deemed as CLIENT'S acceptance of such invoice. If CLIENT fails to make any payment due Cardno WRG for services and Reimbursable Expenses within thirty days of the date on the invoice, the amounts not paid will be considered past due and a late fee charge of 1.5% per month of the delinquent amount shall be added to the past due amount, and in addition to the late fee charge, Cardno WRG may suspend services under this Agreement, without liability for delay or other damages which may result therefrom, upon delivery of written notice of its intention thereof.
- D. **Professional Standards:** Cardno WRG's services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar conditions at the time and within the locality where the services are performed for CLIENT. Cardno WRG's professional services are not subject to, and Cardno WRG cannot and does not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed, issued by CLIENT are specifically objected to and rejected.
- E. **Construction and Safety:** Cardno WRG specifically disclaims any authority or responsibility and Cardno WRG does not have authority, responsibility or liability for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the work of Contractor(s); or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work.
- F. **Differing Site Conditions:** If Differing Site Conditions adversely affect Cardno WRG's performance of services as contemplated by this Agreement, then 1) Cardno WRG is permitted to terminate its services after notifying the CLIENT of such Differing Site Conditions, and 2) if CLIENT wishes Cardno WRG to continue performance of its services, CLIENT and Cardno WRG shall agree, in writing, to new or modified scope of services and fees provisions under the Agreement to reflect the cost and schedule impact of such conditions. For purposes of this Agreement, "Differing Site Conditions" means physical, structural, subsurface, soil or other conditions uncovered, revealed or discovered which differ from 1) those presented by CLIENT to Cardno WRG, in any RFP or otherwise, 2) those ordinarily encountered and generally recognized as inherent in work of a similar character, or 3) those apparent based upon a reasonable visual inspection of the project site.
- G. **Cost Estimate:** Any opinion of costs of construction prepared by Cardno WRG is supplied only for the general guidance of the CLIENT. Cardno WRG has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions. Cardno WRG's preparation of Cost Estimates are made on the basis of Cardno WRG's experience and judgment and are Cardno WRG's opinion of the cost of construction and not a guarantee of the accuracy of such opinion as compared to contract bids or actual costs to CLIENT. Cardno WRG does not warrant that bids or ultimate construction costs will not vary from its opinion of cost estimates.
- H. **Limitation of Liability:** In no event shall the liability in the aggregate of Cardno WRG (or its officers, employees, agents, and subcontractors) to CLIENT (and its officers, contractors, and employees) exceed Fifty Thousand Dollars (\$50,000) or the amount of Cardno WRG's fees paid under this Agreement, whichever is less. Such liability limitation applies, without restriction or limitation, to injury or damage to persons or property and all claims arising out of any design defect, error, omission, or professional negligence. Further, the CLIENT shall either 1) include a like limitation of liability benefiting Cardno WRG in the CLIENT'S contracts with any contractor or subcontractor who may perform work in connection with or making use of any design, report or study prepared by Cardno WRG, or 2) indemnify Cardno WRG for any liability in excess of the limitations set forth above arising because of claims brought by such contractors or subcontractors arising out of and such design, report or study. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CARDNO WRG BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.**
- I. **Reimbursable Expenses:** Outside services, mileage, and reproductions etc. required to complete the job that are not itemized in the Scope of Services are invoiced as Reimbursable Expenses, at cost plus 10%. As contemplated throughout this Agreement,



Reimbursable Expenses are an obligation of the CLIENT and such Reimbursable Expenses will be included on the invoices issued to CLIENT.

- J. Contract Addendum: The Scope of Services set forth in the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, if facts discovered by Cardno WRG indicate that the scope must be redefined, Cardno WRG will promptly provide CLIENT with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by CLIENT.
- K. Termination; Suspension: Either CLIENT or Cardno WRG may terminate this Agreement by giving 30 days prior written notice to the other party. In such event, CLIENT shall forthwith pay Cardno WRG in full for all work previously authorized and performed including Reimbursable Expenses and profit relating to such work prior to the effective date of termination, plus any expenses of termination. Relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Provided, the provisions of Section H (Limitation of Liability) shall survive termination. Relationships, obligations, and commitments created and established by Cardno WRG for CLIENT under this Agreement shall be terminated as soon as is practically possible and said costs, fees, and expenses of termination shall be paid by CLIENT upon receipt of invoice from Cardno WRG. Termination of this Agreement shall not affect Cardno WRG's right to lien or otherwise pursue payment for work completed through the effective date of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT's obligation to make the payments required hereunder), the nondefaulting party may, after seven (7) days' written notice state its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue the cure, shall suspend performance under this Agreement.
- L. Controlling Law, Jurisdiction and Venue: This Agreement shall be governed by the laws and jurisdiction of the State and County in which the Cardno WRG office, performing the work, resides.
- M. Waiver: Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- N. Reuse of Documents: All documents, including drawings and specifications, prepared by Cardno WRG pursuant to this Agreement shall remain the property of Cardno WRG and are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the services provided for the intended Project or on any other project. Any reuse without the written verification or adaptation by Cardno WRG for the specific purpose intended will be at CLIENT's sole risk and without any liability or legal exposure to Cardno WRG; and CLIENT shall defend, indemnify and hold harmless Cardno WRG from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Cardno WRG to further compensation at rates and fees agreed upon by CLIENT and Cardno WRG. Cardno WRG reserves the right to withhold release of all documentation pending payment for any past due or unpaid invoices.
- O. Intellectual Property: Cardno WRG shall retain full rights to all Intellectual Property in all documents created by Cardno WRG for the purpose of the Agreement until full and final payment owing to Cardno WRG has been made by the CLIENT. Upon full and final payment of all outstanding invoices due and owing to Cardno WRG, Cardno WRG grants the CLIENT a license to use such Intellectual Property for the purpose of the Project to which the services relate excluding electronic files. Furthermore, the CLIENT shall indemnify and hold harmless Cardno WRG from all claims arising out of or resulting from modifications made to this Intellectual Property without prior written approval from a Cardno WRG Principal.
- P. Electronic Media Delivery: Cardno WRG shall retain full rights to all electronic data created by Cardno WRG. It is recognized that the CLIENT may, from time to time, request the delivery of and receive copies of drawings on computer disks, magnetic tapes, email or by some other form of transfer of electronic information. The electronic information provided is considered part of Cardno WRG's instrument of service and shall not be used on other projects, for additions to this project, or for completion of this project by another design professional except by agreement in writing and with appropriate compensation to Cardno WRG.

Any such use or reuse by the CLIENT or others, without written authorization or CADD adaptation by Cardno WRG for the specific purpose intended shall be at the CLIENT's sole risk and without liability or legal exposure to Cardno WRG. Furthermore, the CLIENT shall indemnify and hold harmless Cardno WRG from all claims arising out of or resulting therefrom. Due to the potential that the electronic information provided can be modified by the CLIENT, unintentionally or otherwise, Cardno WRG reserves the right to remove all reference to its ownership and/or involvement from each electronic display. The CLIENT shall be responsible for determining the compatibility of Cardno WRG's files with the CLIENT's software. Cardno WRG makes no warranty as to the compatibility of its files with the CLIENT's software. Because data stored on electronic media can deteriorate undetected, the CLIENT agrees that Cardno WRG cannot be held liable for the completeness or correctness of the electronic data after an acceptance period of 30 days from the date of delivery of the electronic files. Cardno WRG reserves the right to withhold release of all documentation pending payment for any past due or unpaid invoices.

- Q. Archived Data: CLIENT agrees to compensate Cardno WRG for all costs associated with archiving the project data files accumulated as a part of this Agreement. These expenses shall be billed as a reimbursable expense as a part of the final invoice for the project. Cardno WRG agrees to store and maintain this data to the best of its capabilities for a period of 7 years. CLIENT agrees to compensate Cardno WRG for any future requests for retrieval or distribution of Archived Data.
- R. Prohibition on Hiring: Either during an active Agreement with Cardno WRG or within 1 year of an active Agreement with Cardno WRG CLIENT shall not recruit or hire any Cardno WRG employee. Should CLIENT hire a Cardno WRG employee during this period CLIENT agrees to pay Cardno WRG a placement fee equal to one year's salary based on the employee's current salary with Cardno WRG as compensation for the screening, hiring and training costs incurred by Cardno WRG with respect to such employee.
- S. Insurance: Cardno WRG will maintain insurance coverage for Professional, Comprehensive General, Automobile, Workers' Compensation, and Employer's Liability in amounts in accordance with legal and Cardno WRG's business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include Cardno WRG as an additional insured on its policies relating to the project. Cardno WRG's coverages referenced above shall, in such case, be the excess over contractor's primary coverage.



- T. **Assignment:** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.
- U. **Exhibits:** The exhibits, attachments, documents, and instruments, including Scope of Services, Fees, General Conditions, Budget and Fee Totals by Discipline, Schedule of Fees and Reimbursable Expenses, ALTA Survey Requirements Provided, and Construction Staking Requirements Provided referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.
- V. **Entire Agreement:** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- W. **Financial Information; Credit.** At the request of Cardno WRG, CLIENT and/or Guarantor shall provide to Cardno WRG such financial information, including audited or unaudited financial statements for the most current year end, interim financial statements or other such financial or credit information of CLIENT and/or Guarantor that Cardno WRG deems necessary to establish the credit relationship between Cardno WRG and CLIENT and/or Guarantor. To the extent Cardno WRG determines that CLIENT and Guarantor individually are not creditworthy and Guarantor wishes to consider community property in determining Guarantor's creditworthiness, Guarantor and Guarantor's spouse will be required to sign the Guaranty to bind such community property. CLIENT, Guarantor, and Guarantor's spouse (to the extent that spouse is also a Guarantor) consent to Cardno WRG's verification of financial information requested by Cardno WRG, including, but not limited to, Cardno WRG's obtaining a credit report. CLIENT and/or Guarantor shall complete any credit applications requested by Cardno WRG.
- X. **Guaranty.** At the request of Cardno WRG, the individual(s) named in the attached Guaranty will sign and then deliver such Guaranty to Cardno WRG as a condition precedent to Cardno WRG's execution of this Agreement.
- Y. **Retainer:** Prior to proceeding with the delivery of any services as outlined in the Scope of Services, Cardno WRG requires that it be in possession of good funds in the full amount of the retainer as specified in the Fees. The retainer will be held by Cardno WRG in its general account for the duration of the project, without interest. CLIENT shall pay all invoices as required herein without offset or credit against the retainer until the conclusion of the project and full payment of all invoices related to the project. The retainer will next be applied against any overdue Cardno WRG invoice for any other project with CLIENT, if any, and thereafter, the retainer, or remaining balance thereof, will be returned to CLIENT.
- Z. **Lien Rights.** Cardno WRG may perform or discharge any and all procedures, acts, notices, and filings to perfect its lien rights under the applicable state law. As an aid to collect the fees and charges due to Cardno WRG for Cardno WRG's performance of this Agreement, CLIENT shall timely provide to Cardno WRG an accurate property description, the names and addresses of all property owners, lenders, contractors, and any other necessary party that will afford Cardno WRG the highest allowable priority in the enforcement of its lien rights.
- AA. **Mediation:** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to mediation, before a mediator acceptable to both Cardno WRG and CLIENT. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. Cardno WRG's right to record a lien or bond claim to prosecute a lien or bond claim shall not be stayed, limited or delayed by the mediation process.
- BB. **Attorney's Fees and Expenses:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. Cardno WRG shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any arbitration award and/or judgment, in addition to all other amounts provided by law.



Schedule of Fees January 1, 2011

Professional Service Fees

Fees for professional services are based upon the time expended on the project and the hourly fee rate for the professional or support staff performing the service. The following hourly rates will be used for additional services not defined in the approved Scope of Services.

Vice President	\$146		
<u>Civil Engineering/Transportation</u>		<u>Survey</u>	
Director of Civil Engineering/Transportation	\$120	Director of Survey	\$120
Senior Civil Project Manager	\$117	Construction Survey Manager	\$108
Civil Project Manager	\$108	Survey Project Manager	\$100
Senior Civil Team Leader	\$103	Project Surveyor	\$90
Civil Team Leader	\$95	Senior Survey Technician	\$85
Senior Civil Project Engineer	\$103	Survey Technician	\$75
Civil Project Engineer	\$95	Senior Crew Chief	\$77
Senior Civil Project Designer	\$90	Survey Crew Chief	\$72
Civil Project Designer	\$80	Survey Crew Member	\$43
Civil Designer	\$75	GPS Survey Crew Chief	\$85
Senior Civil Technician	\$75		
Civil Project Technician	\$50	<u>Landscape Architecture</u>	
Civil Technician	\$45	Director of Landscape Architecture	\$120
		Landscape Arch. Project Manager	\$103
<u>Water Resources</u>		Senior Landscape Architect	\$95
Director of Water Resources	\$120	Landscape Architect	\$90
Sr. Water Res. Project Manager	\$117	Senior Landscape Designer	\$80
Water Res. Project Manager	\$108	Landscape Project Designer	\$75
Water Res. Project Engineer	\$95	Landscape Designer	\$70
Sr. Water Res. Project Designer	\$90		
Water Res. Project Designer	\$80	<u>Planning</u>	
Water Res. Designer	\$75	Director of Planning	\$120
		Planning Project Manager	\$103
<u>Construction Services</u>		Sustainability Project Manager	\$103
Const. Project Manager	\$108	Senior Urban Designer	\$95
Sr. Project Inspector	\$95	Senior Planner	\$90
Project Inspector	\$80	Senior Sustainability Consultant	\$90
		Urban Designer	\$80
<u>Administration</u>		Planner	\$80
Development Coordinator	\$65	Sustainability Consultant	\$80
Senior Project Assistant	\$65	Assistant Planner	\$60
Project Assistant	\$60		
Permit Expediter	\$65		

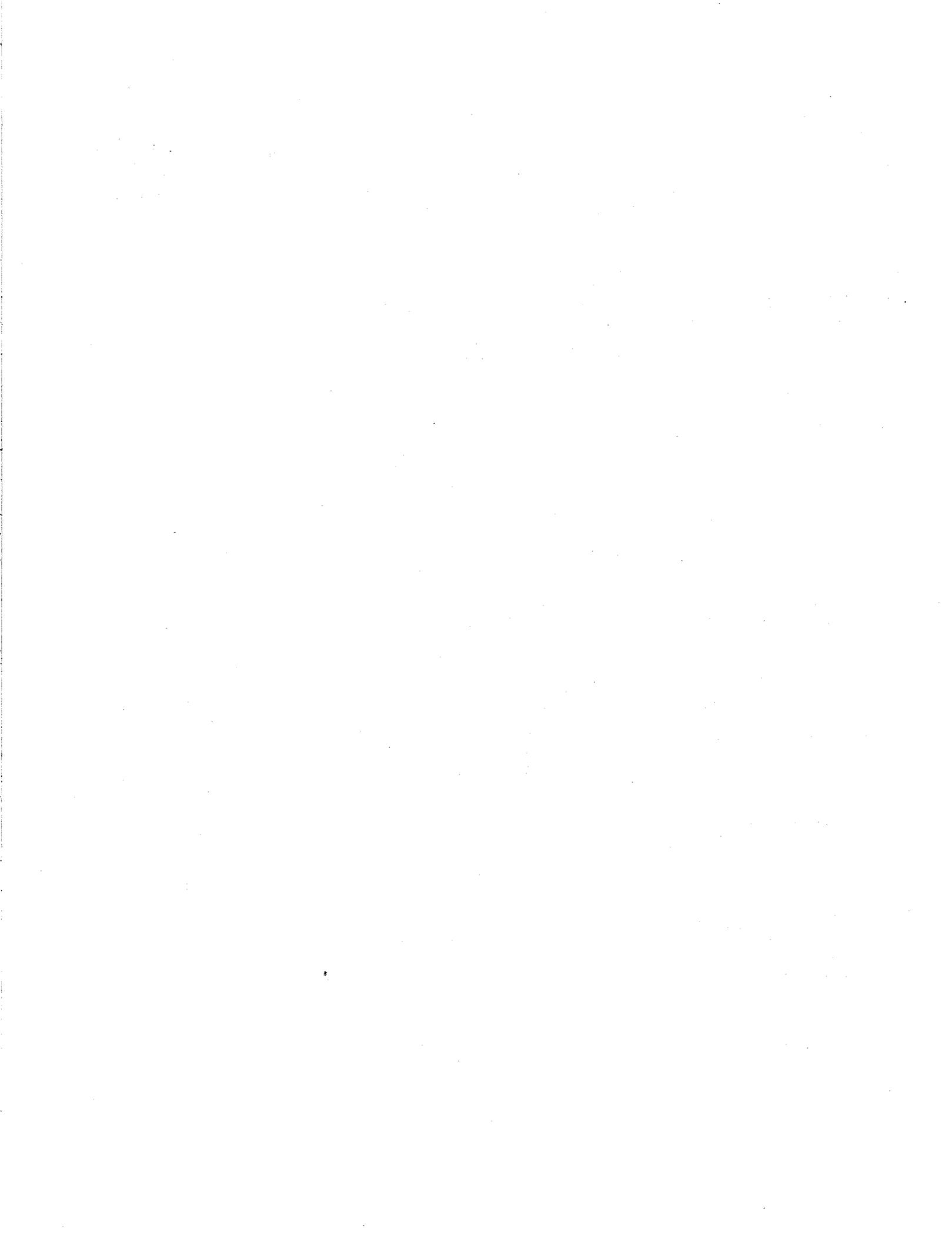


Exhibit D

DOUGHERTY LANDSCAPE ARCHITECTS



Date: 25 August 2011

To: Greg Mitchell
LRS Architects
 720 NW Davis Street Suite 300
 Portland, OR 97209

Re: **Canby NW First Avenue Streetscape - CD and CA Phases**
 Task Outline and Fee Estimate for Landscape Architecture Services

Dear Greg,

We are excited to continue the design process for First Avenue in Canby. We understand our scope of work is to include full services for landscape and irrigation while designing the hardscape improvements for pedestrian paving and other amenities such as raised planters. We will forward the hardscape design to the team engineers to be fully documented by them. We will review the drainage and grading plans by the civil engineer and will coordinate where necessary. I have itemized these tasks and have estimated associated hours below.

Phase	Description	Hours	
		David	Staff
I. Pre-Construction Document Phase			
	• Attend coordination meeting with design team and city staff.	6	0
	• Revise drawings as needed to fit new survey background base plan to be provided by city.	2	10
	• Based upon input from previous design, update drawings and complete unresolved design issues (ie. intersection paving) where needed and as directed. This product will be distributed as the base plan for design team use.	16	42
	• Prepare for and attend design review meeting at LRS.	6	0
	• Meet with and coordinate irrigation and other infrastructure connections and requirements with	6	8
	• Revise drawing based upon feedback from design review meeting.	2	16
	Total Hours for Pre-Construction Document Phase	30	66
	Estimated Fee for Pre-Construction Document Phase	\$7,650.00	

II. Construction Documents			
	• Illustrative Site Plan (to be used on title block sheet or elsewhere)	1	6
	• Site Plan with Layout and detail references. Document and dimension all streets, sidewalks, jointing patterns, raised planters and other hardscape elements including furnishings. Additional station point references and other documentation for streets, curbs and driveways to be by civil engineer as needed. Assume (4) drawings at 1/16"=1'-0" (1 per block).	8	32
	• Site details will be designed and drafted for seatwall planters, special paving and other site details. Final documentation will be by structural and/or civil engineers. Coordination with civil engineers will be provided as needed for drainage provisions. We assume LRS will design and detail the walls, fences and signage components.	8	24
	• Select and document final furnishing package to include benches, planters pots, bike racks, litter receptacles. Light standard selection to be coordinated with others. Specifications will be coordinated with LRS.	5	8
	• Irrigation Plans, Details and Specifications Assume (4) drawings at 1/16"=1'-0"	2	48
	• Planting Plans, Details and Specifications Assume (4) drawings at 1/16"=1'-0"	10	34
	• Attend (2) Team coordination meetings.	12	0
	• Submit for final review and revise documents in response to feedback.	2	10
	Total Hours for Construction Documents	47	156
	Estimated Fee for Construction Documents	\$15,930.00	

III. Bid Administration			
	• Attend pre-construction meeting.	6	0
	• Answer bidder questions and prepare addenda as needed during bid period.	1	3
	• Respond to all municipal permit related issues as needed for final permit approval.	2	3
	Total Hours for Bid Administration	3	6
		\$720.00	
IV. Construction Administration			
	• Attend pre-construction meeting.	6	0
	• Conduct all specified inspections including landscape grading, planting, irrigation, substantial completion, and final completion including reports and documentation as needed. (Assume 8 visits)	12	42
	• Process submittals and change orders as needed.	1	6
	• Review and coordinate "As Built" drawings for irrigation. (to be prepared by contractor)	1	4
	Total Hours for Bid and Construction Administration	20	52
	Estimated Fee for Bid and Construction Administration	\$5,700.00	
	Total Estimate Hours	100	280
	Total Estimated Landscape Architecture Fees	\$30,000.00	

Notes:

- 1 Fees will be billed monthly on an hourly basis and will exceed the totals indicated.
- 2 Above mentioned design fees are for scope of work as indicated. Additional scope of work would be performed at the hourly rates.
- 3 Reimbursable expenses i.e. printing, postage and materials will be billed on an at cost basis. Travel is billed per mile at the standard rate.

Greg, we look forward to continuing this project with you, the design team and the City of Canby. We can begin work upon your authority to proceed.

Respectfully Submitted,

David J. Dougherty, ASLA
Principal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/06/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zarosinski-Leavitt Insurance Agency of Oregon 8285 SW Nimbus Ave. #120 Beaverton, OR 97008	CONTACT NAME: Rick Zarosinski PHONE (A/C, No, Ext): (503) 639-4220 FAX (A/C, No): (503) 639-4449 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: Sentinel Ins. Co., Ltd.</td> <td></td> </tr> <tr> <td>INSURER C: Lexington Ins. Co. (AIG)</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Ins. Co.		INSURER B: Sentinel Ins. Co., Ltd.		INSURER C: Lexington Ins. Co. (AIG)		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED LRS Architects, Inc. 720 NW Davis Suite 300 Portland, OR 97209														

COVERAGES **CERTIFICATE NUMBER: 10/11** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	52SBAIL15691	10/05/2010	10/05/2011	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$100			52UECJO4362	10/05/2010	10/05/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			52SBAIL15691	10/05/2010	10/05/2011	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	Prof. Liability for Architects and Engineers			013001595	11/15/2010	11/15/2011	\$2,000,000 each claim \$2,000,000 policy aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Canby is named as additional insured as respects General Liability where required by contract.
 Project# 211009 Canby First Avenue Redevelopment

CERTIFICATE HOLDER FAX: 503.266.7961 City of Canby PO Box 930 Canby, OR 97013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joanne Taylor/JOTAYL
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ADDITIONAL REMARKS SCHEDULE

AGENCY Zarosinski-Leavitt Insurance Agency of Oregon		NAMED INSURED LRS Architects, Inc. Suite 300 Portland, OR 97209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

CERTIFICATE HOLDER: City of Canby

Garage Liability

INSR ADD'L LTR INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$

Automobile Liability

	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
X Collision Ded \$500			

Excess/Umbrella Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
			\$

Other Liability

POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES