

**RESOLUTION NO. URR 15-002**

**A RESOLUTION AUTHORIZING A PERSONAL SERVICES AGREEMENT BETWEEN THE CANBY URBAN RENEWAL AGENCY AND SCOTT | EDWARDS ARCHITECTURE LLP TO PROVIDE ARCHITECTURAL AND DESIGN SERVICES FOR THE CONSTRUCTION OF THE NEW LIBRARY/CIVIC BUILDING**

**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 Agency has been directed to undertake the development of a new Civic Building located on NE 2<sup>nd</sup> Ave between Ivy and the Cinema; and

**WHEREAS**, the Agency issued a Request for Proposals, RFP No. 002, soliciting Architectural and Design services for a Library/Civic Building; and

**WHEREAS**, Scott | Edwards Architecture LLP was selected as the preferred proposal based on the criteria for selection stated in the RFP; and

**WHEREAS**, the Agency staff and Scott | Edwards Architecture LLP have agreed to terms and conditions for Architectural and Design services as expressed in the form of a Personal Services Agreement attached to this Resolution as Exhibit “A” and by this reference incorporated herein;

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

1. The Agency authorizes the Personal Services Agreement between the Agency and Scott | Edwards Architecture LLP in the form attached as Exhibit “A”; and
2. The Agency Director is authorized and directed to execute the Personal Services Agreement on behalf of the Agency and to carry out such necessary actions to complete the Agency’s obligations under said Personal Services Agreement.

This Resolution shall take effect on February 18, 2015.

ADOPTED this 18<sup>th</sup> day of February 2015, by the Canby Urban Renewal Agency.

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Tim Dale  
Chair

ATTEST:

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Kimberly Scheafer, MMC  
City Recorder

**Exhibit "A"**  
**PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is between the CANBY URBAN RENEWAL AGENCY (Agency) and Scott | Edwards Architecture LLP (Contractor).

- A. Agency requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as Agency requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A" fee proposal for professional design services.
- 2. Contractor Identification. Contractor shall furnish to Agency its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as Agency deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business with the Agency. Contractor agrees to obtain a Canby business license prior to commencing work under this contract.**
- 3. Compensation:
  - A. Agency agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$499,000 is the not to exceed price of this contract, without prior written approval from the Agency.
  - B. Agency agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the Agency may be withheld pending settlement.
  - C. Agency certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

C. Contractor hereby represents that no employee of the Agency, or any partnership or corporation in which an City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from Agency. Agency, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of Agency. All work performed by Contractor under this Agreement shall be the property of the Agency. Agency agrees that the Contractor may use its work in other assignments if all Agency data and references are removed.

7. Term.

A. This Agreement is effective February 18, 2015. This Agreement will terminate on February 18, 2017 unless terminated earlier or extended.

B. This Agreement may be terminated by:

1. Mutual written consent of the parties.

2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.

3. Agency, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:

a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.

b. If Contractor fails to abide by the terms of this Agreement.

c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in Agency's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby/Canby Urban Renewal Agency as an additional insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby/Canby Urban Renewal Agency as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker’s Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker’s Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor’s negligence or neglect connected with this Agreement.

10. Access to Records. The Contractor shall maintain, and the City of Canby Urban Renewal Agency (“Agency”) and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Agency.
11. Audits. **(a)** The Agency, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section **10, Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.  
**(b)** If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Agency.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Agency may pursue remedies provided under section **13, Early Termination of Agreement** and section **15, Remedies**.

12. Order of Precedence. This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the Agency, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the Agency's RFP, and c) the Contractor's proposal in response to the RFP.
13. Early Termination of Agreement. (a) The Agency and the Contractor, by mutual written agreement, may terminate this Agreement at any time.  
(b) The Agency, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.  
(c) Either the Agency or the Contractor 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.
14. Payment on Early Termination. (a) In the event of termination under subsection **13(a)** or **13(b)**, **Early Termination of Agreement** hereof, the Agency shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.  
(b) In the event of termination under subsection **13(c)**, **Early Termination of Agreement** hereof, by the Contractor due to a breach by the Agency, then the Agency shall pay the Contractor as provided in subsection (a) of this section.  
(c) In the event of termination under subsection **13(c)**, **Early Termination of Agreement** hereof, by the Agency due to a breach by the Contractor, then the Agency shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section **7(a)**, **Remedies**.  
(d) In the event of early termination all of the Contractor's work product will become and remain property of the Agency.
15. Remedies. (a) In the event of termination under subsection **13(c)**, **Early Termination of Agreement**, hereof, by the Agency due to a breach by the contractor, then the Agency 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 contract, then the Contractor shall pay the

Agency the amount of the reasonable excess (determined by obtaining bids to perform the remaining work).

**(b)** The remedies provided by the Agency under section **13, Early Termination of Agreement** and Section **15, Remedies** for a breach by the Contractor shall not be exclusive. The Agency also shall be entitled to any other equitable and legal remedies that are available.

**(c)** In the event of breach of this Agreement by the Agency, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section **13(c), Early Termination of Agreement** and section **14(b), Payment on Early Termination** hereof.

16.
  - a. Indemnity – Claims for other than Professional Liability. Contractor shall defend, save, and hold harmless the Agency, 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 Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the Agency for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the Agency.
  - b. Indemnity – Claims for Professional Liability. Contractor shall defend, save, and hold harmless the Agency, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the Agency for any claims or losses caused by the negligence of the Agency.
  - c. Indemnity – Standard of Care. If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor'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. Contractor will re-perform any services not meeting this standard without additional compensation.
17. Legal Expense. In the event legal action is brought by Agency or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
18. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
19. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be

effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.

- 20. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
- 21. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

AGENCY: Rick Robinson, Director  
 Canby Urban Renewal Agency  
 PO Box 930  
 Canby, OR 97013

CONTRACTOR: Sid Scott, AIA, LEED AP Principal  
 Scott | Edwards Architecture LLP  
 2525 East Burnside Street  
 Portland, OR 97214

**Please submit invoices to:** **Attn: Accounts Payable**  
**Canby Urban Renewal Agency**  
**PO Box 930**  
**Canby, OR 97013**  
[potterl@ci.canby.or.us](mailto:potterl@ci.canby.or.us)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CANBY URBAN RENEWAL AGENCY:

By:

By:

Date:

Date:

**Subcontractors will be used \_\_\_ Yes \_\_\_ No (If Yes, please complete List of Subcontractors attached to this Agreement)**

Approved as to Form:

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Joseph Lindsay, City Attorney



## Exhibit "A"

**Canby Civic Center**  
**Project Scope of Services**  
February 10, 2015



The following is the proposed Scope of Services to develop the new City of Canby Civic Center per the Request for Proposal – Consulting Services for Architectural Design dated December 5, 2014.

### **I. Assumptions**

1. A Construction Manager/General Contractor (CM/GC) will be selected to work with the project team in the Design Development phase.
2. In order to facilitate an early construction start with site grading, underground utilities and building foundations, it is anticipated that a separate set of contract/bid documents will be prepared to establish a separate Guaranteed Maximum Price (GMP) for this work.
3. The design team will provide options for furniture and shelving for design intent. The Owner will select preferred options and will coordinate the bidding, purchase, delivery and installation of all furniture, shelving, equipment and fixtures. The design team will review final selections and shop drawings provided by selected vendor for compatibility with the design intent.
4. The mechanical, electrical and plumbing (MEP) systems will be bidder designed by the CM/GC. Our scope of services will include Design Intent documents that outline the type of systems selected for the project. All design and engineering will be by the CM/GC.

### **II. Services provided**

1. Architectural
2. Interiors
3. Structural Engineering
4. Civil Engineering
5. Design Intent for MEP
6. Data, CATV, Security, Paging, Audio/Video (A/V) and Distributed Antenna (DA) systems selection of devices and infrastructure
7. RFID and Automated Materials Handling (AMH) systems selection
8. Energy Model
9. Landscape design
10. Signage and wayfinding
11. Construction Cost Estimating through Design Development

### **III. Scope of Services**

#### **A. Research:**

1. Kick-off meeting with the Building Committee (BC) to:
  - a. Formalize understanding of goals, schedule, budget and funding requirements for project.
  - b. Establish procedures and lines of communication.
  - c. Define roles and responsibilities.
2. Due-diligence research and field survey:
  - a. Obtain all existing drawings, documents, reports and prior assessments of prior studies.
  - b. Tour all City facilities to be relocated to the new Civic Center.
  - c. Conduct a zoning code review and establish criteria.
  - d. Meet with the City Departments to review criteria for project.

3. Move-in and Understand – We will spend a day on-site observing how the current city offices and library are utilized.
4. Civic Center Tour – Conduct a BC tour of similar Civic Centers and libraries.  
*Deliverables: **Research Report** including: Existing site assessments, jurisdictional requirements/process and code criteria.*

B. Programming

1. Program Meeting:
  - a. Meet with the BC to review prior space programming. Discuss current staff and space needs. Make projection of needs for the next 5 and 20 years.
  - b. Establish space requirements and standards, preferred adjacencies and work flows.
  - c. Review current and future equipment and technology needs.
2. Develop Space Program document defining space allocation, sizes and adjacencies.
3. Meet with the BC to review Space Program and revise as necessary.  
*Deliverables: **Written Space Program** including: Needs assessment (current/future), space allocations, sizes and adjacencies.*

C. Community Outreach:

1. Conduct two separate Mind-Breaking workshop with the Community to discuss ideas, dreams and images about the project.
2. Meet with the BC to review and analyze input from Community.
3. Conduct two separate workshop/charrettes with the Community to generate potential design solutions.
4. Meet with the BC to review and evaluate community design input.
5. Final Community Meeting to update the community on the development of the Schematic Design and get feedback.  
*Deliverables: **Community Outreach Report** including: Mind-Breaking results and Community input/feedback.*

D. Schematic Design:

1. Based on the approved Space Program and Community Outreach, develop schematic design documents including:
  - a. Site plan options with alternative building layouts.
  - b. Space plan diagrams reflecting alternative solutions.
  - c. Building floor plans, interior elevations, exterior elevations, and building sections.
  - d. 3d computer model of interior and exterior.
  - e. Preliminary selection of interior finishes and colors.
  - f. Preliminary selection of furniture and shelving.
  - g. Preliminary selection of structural system.
  - h. Design Intent narrative for MEP systems.
  - i. Outline Specification.
2. Discuss desired goals for implementing sustainable “green” design strategies for the project. Evaluate LEED certification.
3. Promotional material including renderings, project description, budgets, and timelines.
4. Conduct a Community Meeting to update on the design and gather input.
5. Prepare a construction cost estimate.
6. Review with the BC and revise as necessary.
7. Meet with Urban Renewal Agency to review the Schematic Design.

8. Prepare and submit application for Site & Design Review and monitor process and attend public hearing.  
*Deliverables: **Schematic Design** documents including: Site plan, floor plans, exterior elevations and interior/exterior renderings.*

E. Design Development:

1. Based on the approved Schematic Design, further development of the documents including:
  - a. Site plan layout and preliminary details.
  - b. Building floor plans, preliminary furnishing/equipment layout, reflected ceiling plans, interior elevations and details, exterior elevations and details, and building sections.
  - c. Finalize selection of interior finishes and colors.
  - d. Finalize design intent for furniture and shelving.
  - e. Finalize selection of structural system.
  - f. Preliminary signage and wayfinding design.
  - g. Preliminary selection of data, CATV, security, paging, A/V and DA systems.
  - h. Preliminary selection of RFID and AMH systems.
  - i. Energy model
  - j. Updated Outline Specification.
2. Update construction cost estimate.
3. Review with the BC and revise as necessary.  
*Deliverables: **Design Development** documents including: Site plan, floor plans, reflected ceiling plans, interior details, exterior elevations, details, building systems and outline specifications.*

F. Construction Documents:

1. Based on the approved Design Development documents, provide design, technical detailing and drafting for contract/permit documents including:
  - a. Architectural
  - b. Interior design
  - c. Structural design and engineering
  - d. Data, CATV, security, paging, A/V and DA systems
  - e. RFID and AMH systems
  - f. Signage and wayfinding
  - g. Fire alarm design
  - h. Fire sprinkler performance specification
  - i. Civil design and engineering
  - j. Landscape design
  - k. Project specifications
2. Coordination with CM/GC cost estimating.  
*Deliverables: **Construction Documents** for bidding, permitting and construction separated into Site Work and Building sets.*

G. Permit:

1. Coordinate with permitting agencies for interim design review to identify design/compliance issues prior to submitting for final approval.
2. Submit permit application to the City for general building permit.
3. Respond to plan check comments as necessary.

- H. Construction Administration:  
Work with the BC and the CM/GC to successfully complete the project including:
1. Site meetings every week with design team members as needed to review construction for general conformance with the construction documents and project schedule.
  2. Issue revisions to the construction documents as required.
  3. Review submittals and respond to RFI's.
  4. Review payment applications.
  5. Conduct final punch list review and monitor completion of punch list items.
  6. Coordinate and review as-built plans prepared by the CM/GC.
  7. Review Operations and Maintenance Manual for compliance with construction documents.
  8. Close out project.
  9. Conduct a walk through prior to expiration of the one year general construction warranty. Notify the CM/GC of warranty work to be completed and monitor work.

**IV. Exclusions**

- A. Site Survey
- B. Geotechnical Survey (Soils report)
- C. Environmental Studies (wetlands, hazardous materials, etc.)
- D. Street vacation
- E. Off-site improvements (utilities, ½ street improvements, parking lots, etc.)
- F. Public utility improvements/relocations
- G. Traffic Study
- H. MEP design and engineering (work by CM/GC)
- I. Construction cost estimating for Construction Document phase
- J. Sustainable Certification (LEED, etc.)
- K. Furniture, shelving and equipment bidding and purchase
- L. Commissioning of HVAC system

**V. Fees**

The following are our proposed lump sum fees:

A.	Research	\$ 4,800
B.	Programming	\$ 5,250
C.	Community Outreach	\$ 7,800
D.	Schematic Design	\$ 72,000
E.	Design Development	\$ 84,000
F.	Construction Documents	\$229,150
G.	Permit	\$ 8,000
H.	Construction Administration	\$ 74,000
	Reimbursable Expenses	\$ 14,000
Total Fee		\$499,000