

RESOLUTION NO. URR 11-004

**A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT BETWEEN
THE CANBY URBAN RENEWAL AGENCY AND GROUP MACKENZIE
INCORPORATED ARCHITECTURAL PLANNING & INTERIOR DESIGN dba GROUP
MACKENZIE TO PROVIDE ARCHITECTURAL AND ENGINEERING DESIGN
SERVICES FOR THE POLICE FACILITY 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 Agency has been directed to undertake development of a new Police Facility located on a site at 1175 NW 3rd Avenue; and

WHEREAS, the Agency issued a Request for Proposals, RFP No. 002, soliciting services for architectural and engineering design for construction of the Police Facility; and

WHEREAS, Group Mackenzie was selected as the preferred proposal based on the criteria for selection stated in the RFP; and

WHEREAS, the Agency staff and Group Mackenzie have agreed to the terms and conditions for Group Mackenzie providing architectural and engineering design services as expressed in the form of 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 Group Mackenzie in the form attached as Exhibit A; and
2. The Executive Director of the Agency 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.

Exhibit A

PERSONAL SERVICES AGREEMENT
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
CANBY POLICE FACILITY

This Personal Services Agreement for Architectural and Engineering Design Services ("Contract") is between the City of Canby, Oregon, Urban Renewal Agency, hereafter called "Agency," and Group Mackenzie Incorporated Architectural Planning & Interior Design, dba Group Mackenzie, hereafter called "Contractor." The Agency's Project Manager for this contract is Robert Bitter, Urban Renewal Manager.

Effective Date and Duration

This Contract shall become effective on February 22, 2011. This Contract shall expire, unless otherwise terminated or extended, on June 30, 2012.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) Agency agrees to pay Contractor a lump sum fee of \$557,184.00 for accomplishment of the work, with Reimbursable expenses up to the total in Exhibit A-1/Attachment A included in the fee.
- (b) Interim payments shall be made to Contractor according to the procedures identified in EXHIBIT B.

Terms and conditions listed on pages 2 - 5.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Group Mackenzie Incorporated Architectural Planning & Interior Design, dba Group Mackenzie
 Address: 1515 S.E. Water Ave., Suite 100, Portland, OR 97214
 Mailing Address: P.O. Box 14510, Portland, OR 97293
 Federal Tax ID #: 93-0573937 State Tax ID #: 0169851-3 Business License #: 4670
 Business Designation: Domestic corporation

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-5 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor: [Signature] 2-22-11
 Signature/Title Date

URBAN RENEWAL AGENCY SIGNATURES

Approved by Purchasing Agent: [Signature: Greg Ellis] 02/22/2011
 Director Date

Approved as to Form
 By Legal Counsel: [Signature: Jeannette McLean] 2/22/11
 Legal Counsel Date

**CANBY URBAN RENEWAL AGENCY
STANDARD CONTRACT PROVISIONS FOR
PROFESSIONAL, TECHNICAL & EXPERT SERVICES (MANDATORY PROVISIONS)**

1. 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.

2. 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 1, **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 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the Contract expiration date (as recorded on Page 1) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. 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.

5. 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.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(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 5(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 5(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.

7. Remedies

(a) In the event of termination under subsection 5(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.

(b) The remedies provided by the Agency under section 5, **Early Termination of Agreement** and Section 7, **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 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the Agency. Notwithstanding Agency approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the Agency shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations, all of which are incorporated by this reference. Contractor shall complete Exhibit C, Independent Contractor Certification Statement, which is attached hereto and by this reference made a part hereof. **Contractor is required to obtain a City of Canby business license.**

9a. 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.

9b. 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.

9c. 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.

10. Insurance

Exhibit D is hereby referenced and made a part of this contract.

11. Ownership of Work Product

All work products produced by the Contractor under this contract is the exclusive property of the Agency. "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 Contractor and the Agency intend that such work product shall be deemed "work made for hire" of which the Agency shall be deemed the author. If for any reason a work product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the Agency 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. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the Agency. Contractor 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. If the Contractor is an architect, the work product is the property of the Contractor-Architect, and by execution of this contract, the Contractor-Architect grants the Agency an exclusive and irrevocable license to use that work product.

12. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor 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.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term of provision held to be invalid.

15. Waiver

The failure of the Agency to enforce any provision of this contract shall not constitute a waiver by the Agency of that or any other provision.

16. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Clackamas County, Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Purchasing Agent to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the Agency Board to be valid.

19. Business License

The Contractor shall obtain a City of Canby business license prior to beginning work under this Agreement. The Contractor shall provide a business license number in the space provided on page one of this Agreement. Additionally, the Contractor shall pay all fees or taxes due under the Business License Law during the full term of this contract. Failure to be in compliance may result in payments due under this contract to be withheld to satisfy amount due under the Business License Law.

20. Prohibited Interest

(a) No Agency officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No Agency officer or employee who participated in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

21. Payment to Vendors and Subcontractors

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the Agency or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the Agency's prior written consent.

Merger Clause

THIS CONTRACT WITH ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by Agency Project Manager)

22. Arbitration: / / Applicable / / Not Applicable (consult with Agency Attorney before finalizing as applicable).

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the Agency within sixty (60) days or notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Clackamas. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Canby, or Oregon Agency, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for Clackamas County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the Agency. Insofar as the Contractor and the Agency legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute, and the Agency shall make payments as required by the Agreement for undisputed portions of work.

23. Progress Reports: / / Applicable / / Not Applicable

The Contractor shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information the Contractor must include in monthly progress reports.

24. Contractor's Personnel: / / Applicable / / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated. If applicable, list selected personnel in Exhibit A. The Contractor shall not change personnel assignments without the prior written consent of the Agency.

25. Subcontractors: / / Applicable / / Not Applicable

The Contractor shall assign the following subcontractors to perform work in the capacities designated. If applicable, list selected subcontractors in Exhibit A. The Contractor shall not change subcontractor assignments without the prior written consent of the Agency.

**EXHIBIT A
STATEMENT OF THE WORK**

SCOPE OF WORK

The Scope of Work is attached as Exhibit A-1. Exclusions and assumptions relating to the Scope of Work are as described in Exhibit A-1/Attachment B which is incorporated herein by this reference.

SCHEDULE

The Contractor shall provide the above described Services starting on the date of the Agreement, and will be completed 60 days after the date of Project's Substantial Completion. Anticipated date of Substantial Completion is May 1, 2012.

A spreadsheet depicting anticipated delivery of the Scope of Work is attached as Exhibit A-2. Except as noted below, the anticipated delivery dates are for guidance of the Agency and for project management purposes.

Notwithstanding the above, the following milestones are incorporated as a condition to the Contract:

Schematic Design Complete: 04/20/11
Design Development complete: 06/21/11
Construction Documents Complete:08/22/11

CONTRACTOR PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Jeff Humphreys	Project Principal/ Project Manager
Brett Hanson	Project Coordinator
Josh McDowell	Structural Engineer
Lynne Ingram	Interior Designer
Rhys Konrad	Project Planner
Tim McGuire	Civil Engineer
Dan Jenkins	Landscape Architect
Chris Clemow	Transportation Planner/ Traffic Engineer

SUBCONTRACTORS

The Contractor shall assign the following subcontractors to perform work in the capacities designated:

NAME	ROLE ON PROJECT
Andrew Frichtl (Interface Engineering)	M/E/P Principal in Charge
Steve Dacus (Interface Engineering)	M/E/P Project Manager/ Mechanical Designer/Engineer
Chris Larson (Interface Engineering)	Electrical Designer
Dennis Kangas (Interface Engineering)	Plumbing Designer/ Engineer
Anthony Seashore (TS Construction Management)	Cost Estimator

COMPENSATION

Contractor shall be paid the lump sum amount of \$557,184.00. The Contractor will be paid according to Exhibit B below. The lump sum is the maximum amount of compensation due the Contractor for all the work required by Exhibit A-1 to the Contract, including the reimbursable costs and subcontractor costs.

a. Standard Reimbursable Costs

- Reimbursable costs will be paid in compliance with Exhibit A-1/Attachment A, attached hereto and incorporated herein by this reference.
- With approval of the Agency, the total reimbursable costs may exceed the Exhibit A-1/Attachment A total, using the rates of any additional reimbursable costs as stated therein.

b. Subcontractor Costs

Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor.

- c. Additional Services.** Compensation for additional services will be as agreed by the Agency and the Contractor as part of a Contract amendment. The hourly billing rates for compensation for any additional services shall not exceed the following:

MACKENZIE

Jeff Humphreys	\$125
Brett Hanson	80
Josh McDowell	110
Lynne Ingram	110
Rhys Konrad	80
Tim McGuire	110
Dan Jenkins	110
Chris Clemow	80

INTERFACE ENGINEERING (Hourly rates do not include a 10% markup for Architect Coordination)

Andy Frichtl	\$190
Steve Dacus	155
Chris Larson	140
Dennis Kangas	130

TS CONSTRUCTION MANAGEMENT

Toney Seashore	\$ 145
----------------	--------

EXHIBIT A-1

Statement of Understanding

The Canby Police Facility project consists of three primary goals: 1) design and construction of a new, up-to-date facility that will meet the current needs of the Police Department and community, while allowing for growth 30 years into the future; 2) integration of sustainable strategies, technology, and thoughtful design practices that realize a facility that is ecologically sensitive, highly durable, easily maintainable, and energy efficient; and 3) exploration of future expansion options such as training, multipurpose space, storage, or firing range possibilities within the identified 10,000 SF expansion area.

Group Mackenzie, through the development of two independent needs assessments, has been intimately involved in the programming, feasibility analysis, and goal establishment over the past three years for this project. This background provides the context for continued design development and a strong foundation on which to base further design decisions. Our relationships and direct knowledge and understanding of the Police Department's needs and goals offer unique opportunities to streamline design decisions, deliverables and project schedule. With this understanding, we believe initial services can be greatly condensed into program review and confirmation, adjacency review, and continuance of design discussions from the 2010 Space Needs Assessment. By capitalizing on previously completed work, we have the capability to efficiently utilize staff time and resources, while allowing previous work to seamlessly roll into future design development.

Working with the City/Agency

Our commitment is to the client. To that end, Group Mackenzie will continue to employ a collaborative design approach in which the Police Department personnel and Agency staff are involved in development of the project and decision-making process. This involvement is a vital component of successful building projects. In addition, Group Mackenzie will ensure the Department, City, and Agency requirements are balanced with design criteria and input from review agencies. Our goal is to build consensus by finding common solutions among all stakeholders. Our experience in leading public presentations and initiating discussions encourages input, which our design team incorporates in the design development process. Together, we identify critical issues and establish goals and objectives—the foundation of each step of the process.

Project Schedule Creation and Maintenance

Team continuity is critical to schedule adherence; the specialized design team identified in this proposal will remain engaged on the project from inception to completion. With the City's direction, Group Mackenzie will confirm specific milestones for project approval. We will maintain a realistic and attainable design and construction schedule, and will ensure that all team members adhere to the established schedule.

We generate project schedules in Microsoft Project using the critical path method (CPM), and monitor the development of the project to ensure that tasks and decisions are completed when required to maintain the schedule. We hold regular project meetings and prepare meeting minutes tracking action items and decisions. We review the project schedule and outstanding tasks at each project meeting. Clearly defined protocols and roles and responsibilities will help the project manager ensure all team members are accomplishing their portions of work.

Cost Estimating

The establishment of budgets and control of building costs during the design of a project is an interactive process. Project designers and engineers will work with subconsultant TSCM for construction cost estimating (included in fee) to encourage close scrutiny of estimates and validation of assumptions by all members of the project team. Design documents will be submitted to the cost estimator (TSCM) on an ongoing basis, with pre-established milestones for formal pricing exercises. This is a proven approach; with it, our team has not had a publicly bid project where the winning bid exceeded the architect/engineer's final cost estimate.

Permitting and Project Approvals

Working with the design team, planner Rhys Konrad will contact review agencies at the initial design stages and continue communication throughout to ensure that no unforeseen delays or surprises in the later stages of permitting and approvals.

We are familiar with the City's permitting and design review process. Group Mackenzie's role would be to coordinate with the City to assure that plan documents are submitted on schedule and that the plans and other

materials are complete. In addition, we will monitor the City review process to ensure that timelines are met and that any issues/check sheets that arise from the reviews are addressed immediately.

Police Station Design

Our experience in this project type spans two decades. We have provided planning, design, and contract administration for a variety of police station projects as well as numerous public safety facilities, including emergency response facilities, correctional centers, and fire stations. This comprehensive background has left us with a strong understanding of the special requirements necessitated by such facilities, such as:

- Integration of physical and visual security elements that protect police staff, the public and facility, while providing an aesthetic that is welcoming to the general public.
- Clear and efficient organization of operational spaces such as patrol, booking, briefing, and locker rooms, that reinforce staff interaction, emergency response and space utilization.
- Unique and clearly defined security, safety, and ventilation requirements of evidence processing and storage, which hinges around chain of custody requirements.

Group Mackenzie clearly understands the responsibilities inherent in providing cost-effective, durable design for civic projects and continues to stay informed with progressive and best practices in design.

Approach to Sustainable Design

The City of Canby is rightfully invested in the inclusion of sustainable design strategies in its projects. Group Mackenzie's approach to design is holistic, incorporating sustainable strategies to enhance the overall design of buildings and sites across all disciplines.

We approach sustainability in a very practical manner, believing that strategies should be implemented when they make financial sense. Our goal is to find the successful balance between the sometimes competing forces of innovation, budget requirements, and the desire for proven strategies. We weigh implementation costs (both construction and design) against any expected yearly savings. This allows the design team and client to hone in on specific strategies. Alternately, more than half of our public projects shadow the LEED program—meaning they embrace sustainability and use the LEED program as an adopted methodology, but do not seek official LEED certification. This translates into a substantial savings in documentation costs.

Scope of Services

Schematic Design

- We will conduct a visioning exercise where we will present images of various design and material options, seeking feedback regarding what participants like or dislike—which will then be used to develop conceptual designs for client review and selection.
- We will review and re-confirm project program developed with Police staff during our involvement in the 2010 Space Needs Assessment.
- We will evaluate the site and building and complete a LEED matrix identifying possible sustainable strategies obtainable for the Agency to review and define direction.
- Upon an approved site, floor plan, and building exterior character, we will develop Schematic Design documents (30% complete Construction Document set) and issue the set during this phase for Design Review Application.
- The Schematic Design documents will include a site plan, preliminary grading and utility plans, architectural floor plan and elevations, character perspectives, roof plan, typical building/wall section, preliminary structural foundation and framing plan, and specifications.
- The Schematic Design set will also serve as a review set, utilized by the client team and the design team to coordinate development of the design and ensure that systems, materials and components have been integrated.
- The Schematic Design set will be utilized for cost estimating (by TSCM), and any required adjustments through value engineering will be identified and incorporated to ensure that the facility is within the expected budget for the project.
- Assist City staff with selection of CM/GC.
- Up to four meetings will occur during this phase.

Design Development

- Upon approval of the schematic design set (and any required value engineering adjustments) the design team will start the next phase. In this phase, we will use the information decided upon within Schematic Design to further define the project documents. Additionally, this effort will include completion of all wall sections, building sections, exterior components, and big picture items of the interior.
- During this phase, building components and systems will be identified for final selection (including materials and assemblies).
- We will issue Design Development documents (60% complete CD set) during this phase for jurisdictional review to insure building officials are engaged in the design process.
- The Design Development set will also be a review set, utilized by the Agency and the design team to coordinate development of the design and ensure that systems, materials and components have been integrated.
- The Design Development set will be utilized for cost estimating (by selected CM/GC) and any required adjustments through value engineering will be identified and incorporated to ensure that the facility is within the expected budget for the project.
- We will hold up to 4 meetings within this time to discuss progress.

Construction Documents

- In this phase we will complete construction documents for bidding and permitting.
- All building systems will be identified and designed.
- Toward the end of this phase a 90% CD set will be issued and utilized by the Agency and the design team to coordinate development of the design and ensure that systems, materials, and components have been fully integrated. This set will be utilized for cost estimating (by selected CM/GC) and any final adjustments through value engineering will be identified and incorporated to ensure that the facility is within the expected budget for the project (prior to completion of the documents).
- Upon approval of the 90% CD documents (and any required value engineering adjustments), this phase will culminate in the issuance of a full set of drawings and specifications used for bidding, permitting, and construction.
- We will hold up to 4 meetings within this time to discuss progress and make final decisions.

Permit Expediting and Bidding

- Complete permit applications.
- Expedite review process with City and respond to any plan review comments.
- Obtain permits and permit drawings from City and AHJ and deliver to contractor.
- Issue up to two addenda incorporating substitution requests and any clarifications required.

Construction Contract Administration

- This phase involves the administration of the construction contract through the review of submittals, construction progress, and payment applications.
- We will respond to RFI's and change proposals and issue any ASIs, CCDs and COs as required throughout the construction phase.
- We anticipate weekly meetings during construction, totaling up to 36 meetings.
- We will make routine site observations of the work to ensure that the construction is following the contract requirements. Field reports from the site visits will be issued documenting our findings and be distributed to City and contractor team.
- We will review Special Inspection reports and act on any conditions found not to be in compliance with contract requirements.
- We will develop a punch list and issue substantial completion certificates at applicable times.
- We will provide record drawings based on contractor provided as-built drawings.
- We will provide an 11-month warranty review for the project .

**EXHIBIT A-1/ ATTACHMENT A
REIMBURSABLES**

<i>Item</i>	<i>Qty</i>	<i>Unit Cost</i>		<i>Total</i>
Mileage	2880	\$0.59	mile	\$1,699
SD Review Options Set	180	\$1.40	sheet	\$252
30% Review Set	1250	\$1.40	sheet	\$1,750
30% Spec Review Manual	10	\$40.00	manual	\$400
30% Equipment/Material Cutsheets	330	\$0.16	sheet	\$53
60% Review Set	1250	\$1.40	sheet	\$1,750
60% Spec Review Manual	10	\$40.00	manual	\$400
60% Equipment/Material Cutsheets	330	\$0.16	sheet	\$53
90% Review Set	1250	\$1.40	sheet	\$1,750
90% Spec Review Manual	10	\$40.00	manual	\$400
90% Equipment/Material Cutsheets	330	\$0.16	sheet	\$53
100% Review Set	1250	\$1.40	sheet	\$1,750
100% Spec Review Manual	10	\$40.00	manual	\$400
100% Equipment/Material Cutsheets	330	\$0.16	sheet	\$53
Permit - Civil Calcs Manual	5	\$40.00	manual	\$200
Permit - Struct Calcs Manual	5	\$40.00	manual	\$200
Addendum (originals)	50	\$1.40	sheet	\$70
Check Plots	1250	\$1.40	sheet	\$1,750
Copies B&W (8.5x11)	5170	\$0.10	sheet	\$517
Copies B&W (11x17)	1452	\$0.50	sheet	\$726
Courier Service (delivery from Portland)	10	\$35.00	per trip	\$350
Color Copies (8.5x11)	250	\$1.50	sheet	\$375
Color Copies (11x17)	50	\$2.50	sheet	\$125
Recorded CDs	5	\$100.00	per CD	\$500
Foamcore	25	\$4.25	sheet	\$106
Postage	--	--	Allowance	\$250
Report Supplies	--	--	Allowance	\$100
Sub-Total				\$16,032
Misc (10%)				\$1,603
Total				\$17,635

EXHIBIT A-1/ATTACHMENT B ASSUMPTIONS/EXCLUSIONS

1. Reimbursable expenses will be billed at standard rates set forth in Attachment A. Reimbursables are included within the base fee to the maximum quantities/rates described in Attachment A. Although we have assigned quantities to each specific item, these are only estimates and the reimbursable costs for the project will be considered a total figure. Reimbursable expenses beyond the estimate total in Attachment A are an additional service.
2. Group Mackenzie is required to be the architect/engineer of record. We will review design-build submittals (including mechanical, electrical, and plumbing) as a deferred submittal in accordance with the requirements of the jurisdiction and provide a Consultant's review stamp. Deferred submittals will be submitted and expedited by the CMGC after Group Mackenzie review.
3. Fees exclude redesign for Agency scope changes after milestone approvals and/or consensus is reached. Group Mackenzie will design to the established Agency budget, which includes value engineering at milestones identified on schedule as necessary to respect the budget.
4. Fees exclude design services during construction that are required for value engineering or owner requested changes. Fees for those design services will be negotiated at the time the Agency approves any change.
5. Project will be permitted in up to three phases. We will provide 30%, 60%, and 90% complete CD documents. The SD set (30% CDs) will be used for Design Review, review and value engineering. The DD set (60% CDs) will be used for review, site permit, bidding site work, value engineering and site work construction. The CD set (90% CDs) will be used for building permit (shell and interior build out), bidding, final value engineering. At the issuance of building permit Group Mackenzie will issue a final consolidated drawings and project manual sets for construction.
6. Group Mackenzie will provide a functional layout for furniture, but furniture selection, detailed furniture layout and design is excluded.
7. Environmental review, sensitive lands requirements, mitigation of wetlands, flood plain, or other environmentally sensitive areas on site and related design changes are excluded.
8. Standards for graphics and signage for individual spaces, rooms, and exterior and the design of any signage or graphics required by IBC building code and ADA regulations are included.
9. Traffic analysis is not required but can be provided as an expanded service if necessary.
10. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications will be provided by the client.
11. Materials testing/special inspections to be provided by the client.
12. Building permit fees, design review fees, or any other fees (including any special permit fees) to be paid to public bodies having jurisdiction over the project will be provided by the client.
13. The Project will be designed on conventional spread and wall footing with the underlying soils improved to support the proposed structural loads as described in the Section 7, Conclusion and Recommendations, of the Geotechnical Investigation Site Specific Seismic Hazard Evaluation for the Canby Police Station Canby, Oregon provide by Geocon Northwest, Inc. dated September 2010
14. Fire alarm and suppression systems (including sprinkler systems) and security alarm systems are excluded

15. Labor and fees associated with appeals, variances, public hearings, and/or land use approvals are excluded (other than described in the scope of services).
16. Marketing materials, renderings, or models other than those developed as part of the design process to convey basic design intent and receive jurisdictional approval are excluded.
17. As-built certification to local jurisdiction of any off-site improvements required to construct the project are included.
18. Street Lighting will be provided as required by amended contract.
19. Group Mackenzie will design disabled access compliance features, as required by the current editions of the governing building code or the Americans with Disabilities Act - Accessibility Guidelines (ADAAG) for new construction, whichever is more stringent.
20. Vibration analysis and design using a reasonable standard of care in consideration of the building uses is included, but additional vibration analysis and design can be provided as an expanded service.
21. Acoustical analysis and design using a reasonable standard of care in consideration of the building uses is included, but additional acoustical analysis and design can be provided as an expanded service.
22. LEED certification services can be provided as part of expanded services, if desired.
23. Service of a consulting arborist is excluded.
24. Group Mackenzie will provide performance specifications to facilitate irrigation system design and engineering (to be prepared by CMGC's selected landscape design-build subcontractor).

EXHIBIT A-2
CM/CG PROJECT DELIVERY

CANBY POLICE (CMGC Project Delivery)

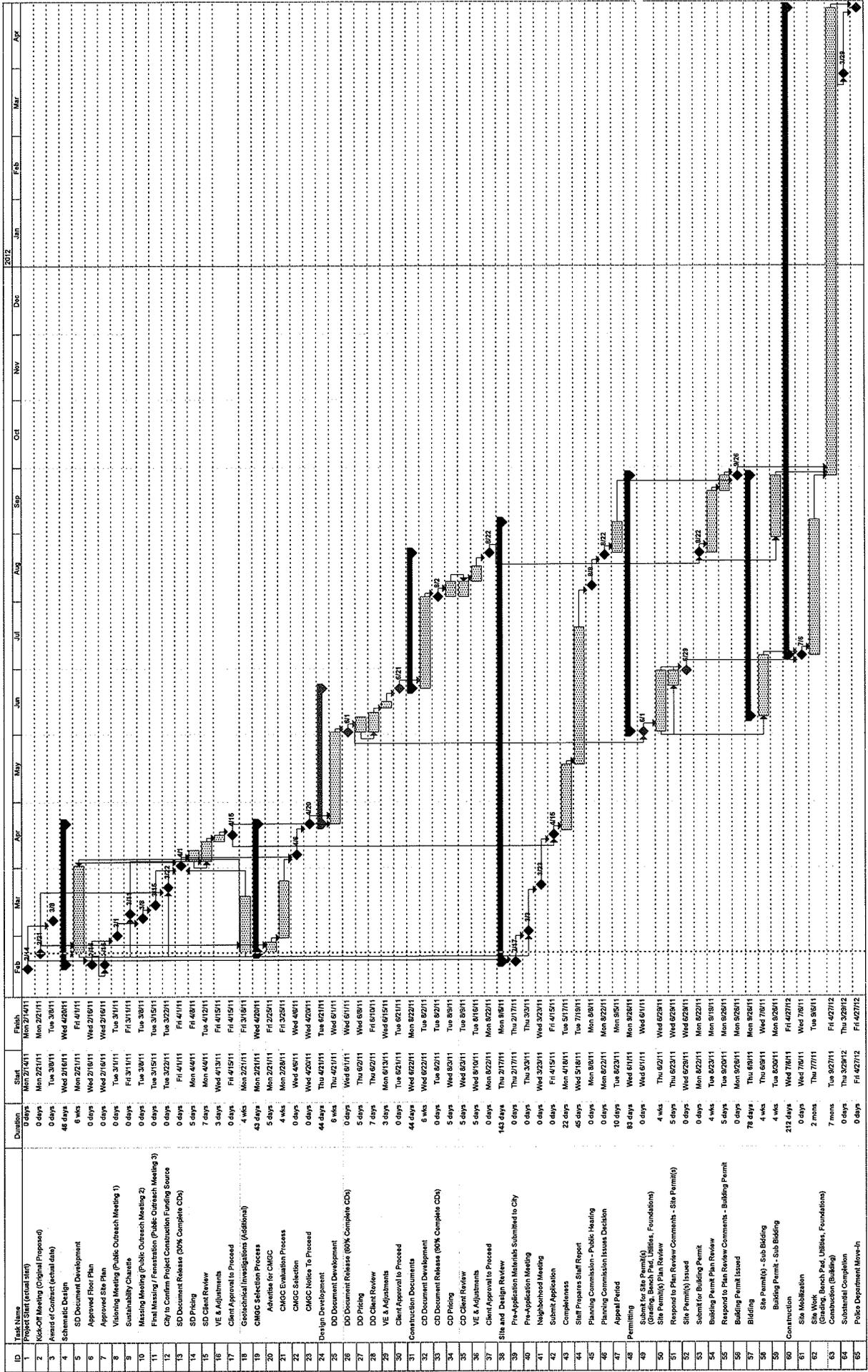


EXHIBIT B

BILLING AND PAYMENT PROCEDURE

BILLING AND PAYMENT PROCEDURE:

For each phase of the Project, the Contractor will use the following procedure to secure payment:

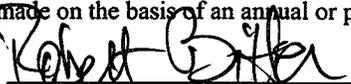
- a. The Contractor will bill the Agency on the basis of the percentage of completion of each phase of the Basic Services.
- b. The phases and the percent of the lump sum compensation assigned to each phase are:
 1. Schematic Design – 25%
 2. Design Development – 25%
 3. Construction Documents – 25%
 4. Permits and Expediting and Bidding – 5%
 5. Construction Contract Administration – 20%
- c. The Contractor shall submit to the Agency for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:
 - Invoice date
 - Agency Contract number
 - The phase and percent of completion of the phase for the invoiced services
 - Description of reimbursable items. The Contractor shall also attach photocopies of claimed reimbursable expenses, if applicable.
 - Copies of subcontractor invoices that are included in the amount of the invoice. The Agency's Project Manager shall stamp and approve all subcontractor invoices and note on the subcontractor invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subcontractors – matching the subcontractor invoices.
 - Percent of services remaining in each individual phase
- d. Prior to initial billing, the Contractor shall develop a billing format for approval by the Agency. The form shall be approved by the Agency Project Manager.
- e. Invoices may be submitted monthly, no later than the 10th of each month, or at such other interval as is specified by the Agency Project Manager.
- f. The Agency shall process payment in its normal course and manner for accounts payable and pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any invoice, however, does not preclude the Agency 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.
- g. The Contractor shall make full payment to its subcontractors within 10 business days following receipt of any payment made by the Agency to Contractor.

**EXHIBIT C
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT**

SECTION A

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.


Agency Project Manager Signature

3/15/11
Date

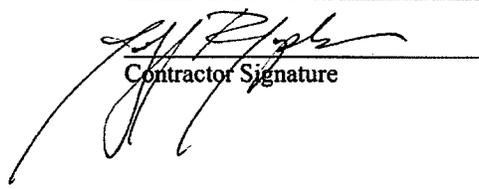
SECTION B

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor shall check four or more of the following:

-  A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
-  B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;

- C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
- D. Labor or services are performed only pursuant to written contracts;
- E. Labor or services are performed for two or more different persons within a period of one year; or
- F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.


Contractor Signature

2-22-11 Date

EXHIBIT D

INSURANCE

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).

Required and attached; or
 Contractor is exempt and has provided Agency satisfactory evidence of such exemption.

Certified by Contractor: *[Signature]* DIRECTOR OF ARCHITECTURE
 Signature/Title

The Agency must specify required insurance below:

- 2. **General Liability** insurance on an occurrence basis with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. The Liability Insurance coverage shall provide contractual liability coverage for the indemnity required under this contract. The coverage shall name the Agency as Additional Insured with respect to the Contractor's services to be provided under the Contract.

Required and attached or Waived: _____

- 3. **Automobile Liability** insurance with a combined single limit per occurrence of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Required and attached or Waived: _____

- 4. **Professional Liability** insurance with a combined single limit of not less than \$2,000,000 per claim, incident or occurrence. This is to cover damages caused by the error, omission or negligent acts related to the professional services to be provided under this Contract. If insurance is on a "claims made" basis, the Contractor shall acquire "tail" coverage or continue the same coverage for three years after the completion of the Contract, provided that such coverage is available and economically feasible. If such coverage is not available and economically feasible, the Contractor shall immediately notify the Agency Project Manager.

Required and attached or Waived: _____

- 5. **On All Types of Insurance.** Agency may determine that the above requirement(s) are sufficiently met by Contractor's maintenance of an excess umbrella policy covering risks which are included in Items 2-4 above. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its insurer(s) to the Agency.

- 6. **Certificates of Insurance.** As evidence of the insurance coverage required by this contract, the Contractor shall furnish acceptable insurance certificates to the Agency at the time contractor returns signed contracts. The Certificate shall provide that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the Agency. Insuring companies or entities are subject to Agency acceptance. If requested, complete copies of the insurance policy shall be provided to the Agency. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.