RESOLUTION NO. URR 11-005

A RESOLUTION APPROVING A PERSONAL SERVICES AGREEMENT BETWEEN THE CANBY URBAN RENEWAL AGENCY AND LRS ARCHITECTS, INC. TO PROVIDE 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, the Agency issued a Request for Proposals, RFP No. 003, soliciting services for architectural and engineering design for redevelopment of First Avenue between N. Elm Street and N Ivy Street and the adjacent parking lot formerly owned by Union Pacific railroad, all as described in RFP No. 003 ("Project"); and

WHEREAS, a team led by LRS Architects, Inc. ("LRS") was selected as the preferred proposal based on the criteria for selection stated in the RFP; and

WHEREAS, the Agency staff and LRS have agreed to the terms and conditions for the team led by LRS to provide 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 LRS Architects, Inc. 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.

This Resolution shall take effect on March 16, 2011.

ADOPTED this 16th day of March, 2011, by the Canby Urban Renewal Agency.

Richard Ares
Chair

ATTEST:

Kimberly Scheafer, CMC
City Recorder

PERSONAL SERVICES AGREEMENT

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

First Avenue Redevelopment Project

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 LRS Architects, Inc., an Oregon corporation, hereafter called "Contractor." The Agency's Project Manager for this contract is Robert Bitter, Urban Renewal Project Manager.

Effective Date and Duration
This Contract is effective as of March 16, 2011. This Contract shall expire, unless otherwise terminated or extended, on September 30, 2011.

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 sum not to exceed $94,824, (including reimbursable costs, see EXHIBIT A), for accomplishment of the work.
(b) Interim payments shall be made to Contractor according to the procedures identified in EXHIBIT B.

Terms and conditions listed on pages 2 – 6.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name: LRS Architects, Inc.
Address: 720 NW Davis, Suite 300, Portland, OR 97209
Social Security #:
Federal Tax ID #: 931259453 State Tax ID #: 1020745-7 Business License #: 4422
Business Designation (check one): Individual Sole Proprietorship Partnership _____ Corporation X
Limited Liability Co (LLC) _____ Estate/Trust _____ Public Service Corp. _____ Government/Nonprofit _____
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 2-6 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: _____ PRINCIPAL 3·7·11
Signature/Title Date

URBAN RENEWAL AGENCY SIGNATURES

Approved by Purchasing Agent: _____ 3-16-11
Director Date

Approved as to Form
By Legal Counsel: _____ 3/8/11
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. The subcontractors listed in EXHIBIT A are hereby approved by the Agency.

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.

If Contractor is determined by the Agency to be a sub-recipient of federal funds passed through the City, the Contractor 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

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.

12. Nondiscrimination; D/M/W/ESB

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.

The Agency's Project Manager may require the Contractor 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 Agency 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.

13. Recyclable Products

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

14. Employee Management

The Contractor agrees that upon request by the Agency, it shall remove from the Project area any Contractor's employee, who, in the reasonable opinion of the Agency, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility, or is not qualified to perform the work assigned. The Contractor shall understand that its employees may be required to take and shall pass a security background check.

14. Security

Any disclosure or removal of any matter and/or property from the Project area by the Contractor or its subcontractors, agents or employees shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the Agency as a result of Contractor's willful or negligent release of information, documents, or property contained on or in the Project area shall be borne by the Contractor. All information, documents and property provided in relation to this Contract by the Agency to the Contractor shall be considered privileged and confidential and shall be treated as such.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

22. Arbitration: _X_/Applicable /___/Not 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, 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: /_X_/ 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: /_X_/ Applicable /___/ Not Applicable
The Contractor shall assign the personnel listed in Exhibit A to do the work in the capacities designated. The Contractor shall not change personnel assignments without the prior written consent of the Agency.

25. Subcontractors: /_X__/ 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

Attached as Exhibit A-1.

SCHEDULE

The Contractor shall provide the above described Services starting on the date of the Agreement, and will complete the services by June 30, 2011.

A spreadsheet depicting anticipated delivery of the Scope of Work is attached as Exhibit A-2. The anticipated delivery dates are for guidance of the Agency and for project management purposes. The Contractor and the Agency shall establish final milestone event dates as part of the Scope of Work, Task 1.

CONTRACTOR PERSONNEL

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

NAME	ROLE ON PROJECT
Greg Mitchell	Administrative Manager
T. Paul Frank	Low Impact Development Advisor

SUBCONTRACTORS

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

NAME	ROLE ON PROJECT
DLA Inc./ David Dougherty	Design Manager
Cardno WRG/ Michael Cerbone	Public Process
Cardno WRG/ Jeff Shoemaker	Civil Engineer
Kittelson & Associates Inc./ Chris Brehmer	Traffic Engineer
Hill International/ Wes Smith	Cost Estimator

COMPENSATION

Contractor shall be paid the not to exceed amount of $94,824.00. The Contractor will be paid based on its hourly rates, costs incurred in paying its subcontractors, plus any authorized reimbursable expenses, as set forth in more detail below. The "not to exceed amount" is the maximum amount of compensation due the Contractor for all the work required by the Contract. Errors in estimating the number of hours necessary to perform the work is the sole responsibility of the Contractor.

a. Hourly Rates

The billing rates for the Contractor's personnel shall not exceed the hourly rates proposed by Contractor in its Response to the RFP dated January 28, 2011. Specifically:

Greg Mitchell	$150/ hour
T. Paul Frank	$150/hour

b. Standard Reimbursable Costs

The following costs will be reimbursed without mark-up, to a maximum total for reimbursement of $2500.00, included in the not to exceed Contract price.

- Mileage @ IRS standard rate, 2011 - $.51 per mile;
- Faxes @ $1.00 per page;
- CD ROM @ $5.00 each;
- DVD ROM @ $10.00 each;
- All other costs to provide services, mail, deliveries, long distance telephone, travel only with prior approval of the Agency, copies, print services, and supplies expended in the service of the First Avenue Redevelopment Project to be billed at cost.

c. Subcontractor Costs

This Contract includes compensation for subcontractors approved herein, and the rates stated below for any additional work, but only as approved in advance, in writing by the Agency:

DLA Staff Personnel Hourly Rates:

Principal $100.00 / hour
Project Manager $85.00 / hour
Landscape Architect $75.00 / hour
Administrative $50.00 / hour

Cardno WRG/ Michael Cerbone	$103/hour
Cardno WRG/ Jeff Shoemaker	$95/hour
Kittelson & Associates Inc./ Chris Brehmer	$180.83/hour
Kittelson & Associates Inc./ Wade Scarborough	$158.89
Hill International/ Wes Smith	$/hour

EXHIBIT A-1

SCOPE OF WORK

Project Approach

The LRS | DLA Team is excited about the prospect of assisting the City of Canby with this endeavor. We believe our familiarity with the community, our knowledge of your vision for downtown, and our understanding of the political climate of your community will provide added benefit and efficiency in completing this work. The Design Team will serve as an extension of the City of Canby staff in working with the community to develop a gateway into the downtown. The Design Team understands the City of Canby Urban Renewal Agency and First Avenue Redevelopment Design Committee (FARDC) desires to make downtown Canby a thriving, attractive city center, while being mindful of some key core values; creation of "green streets", provide "sustainability", support "urban wild life" and limit "sprawl." To that end, the City has requested design services to assist with the redevelopment of the NW 1st Street corridor to create a vibrant and attractive Gateway to and from the Highway 99E Corridor connecting into downtown Canby.

The intent of the process and corresponding design is to draw attention to the downtown Canby while resolving some existing aesthetic and pedestrian concerns, all in very close coordination with the business owners, residents and other stakeholders within the downtown. The proposed project approach seeks to engage the participants in the design through a transparent, open process that works towards establishing support for the project and implementation. Accordingly the key component to this phase of the project is centered on fostering and establishing public support for the process. We will partner with the URA and members of the FARDC, business owners and community members to create concepts that capture the community's vision for the Gateway. Below is our project approach to prepare the Gateway Design package.

Task 1 – Initial 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 ask the City to restate the project history, and what is generating the desire for the gateway treatment. This will further help our team understand the issues that are critical to the community through the Staff's perspectives.

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.

3. Identify Stakeholders: We will work to identify business owners to participate in the Property Owner meetings, including preliminary dates, times and locations for meetings.

4. Finalize Public Involvement Process: This task will be to define the Public Involvement process that the team will follow. Generating interest by the community will be key to a successful program. We will work with the FARDC to identify the most effective means to distribute notices of the Community Meetings: static displays at the library/City Hall, direct mailers, flyers with water bills, etc.

Task 2 – Property Owner/Business Owner Meetings

Our team will engage groups of local business owners in a series of meetings to gain a better understanding of the concerns that will need to be addressed through the process. The Design Team will host up to four (4) two-hour meetings. Meetings should be limited to 6-8 business owners at a time to keep discussions intimate and allow each person to speak openly about their concerns. At the property owner meetings, we will listen to their concerns and identify known issues that could affect the implementation of the designs. At the stakeholder meeting, we will present the results of both the community meeting and property owner meetings. We will look to the stakeholder group to identify the elements they will prefer to see included, and the order of preference.

Task 3 – Community Meeting # 1

The intent of the community meeting is to listen and then create a list of elements to be included with the conceptual plans. The meeting will also serve to present the project team, timeline and future opportunities for public involvement. Our team will be present to solicit ideas from the community. To help generate discussion, we will bring photo boards of previous work completed in support of the project. Other displays at the open house will include an existing conditions aerial photograph, a summary of the funding (both design and construction), and a schedule for the tentative design and construction. Participants will be lead through a discussion of Opportunities and Constraints for the project. The opportunities and constraints will be ranked utilizing a snow card (technique identifying goals, strategies and actions) process.

Task 4 – Urban Renewal Agency Update

One (1) members of the Design Team will assist City staff in providing an update of the progress of the project to the Urban Renewal Agency. Information gleaned from the Business/Property owner meetings and the Community meeting will be presented to Urban Renewal Agency for review and feedback.

Task 5 – FARDC Meeting # 1

The Design Team will meet with the members of the FARDC to summarize the information collected to date and discuss findings and recommendations for moving forward on the project. Based on our findings we will present preliminary development concepts. The goal of the meeting will be develop an approach for the development of up to three (3) concepts for the downtown gateway.

Task 6 – Prepare Conceptual Plans

Given the results of the Community outreach and FARDC recommendations, our team will prepare three distinct design concepts with preliminary construction budget projections. These draft concepts will then be presented back to the FARDC to ensure the design team fully understood and incorporated the recommendations.

Task 7 – FADRC Meeting # 2

The Design Team will present the concept plans that were prepared to the FADRC. Each concept will be reviewed and information collected will be utilized to refine the concepts plans prior to Community Meeting # 2

Task 8 – Design Team Work Process

Once the draft concept plans have FADRC support, the design team will make final edits and create a final package of three concepts and a history of the public process for presentation to the community.

Task 9 - Community Meeting # 2

A formal presentation highlighting each concept and how the designs were derived will be presented to the community. Community members will have the opportunity to walk around and view each concept and ask questions of the Design Team. Participants will be asked to rank their preference utilizing a snow card process.

Task 10 - FARDC # 3

Information obtained from Community Meeting #2 will be reviewed. The Design Team will facilitate a discussion regarding the concepts. The goal of the meeting will be to arrive at a recommendation for the Urban Renewal Agency concerning the preferred alternative.

Task 11 - Urban Renewal Agency Work Session

One (1) members of the Design Team will assist City staff in providing an update of the progress of the project to the Urban Renewal Agency. The three concepts will be presented to the Urban Renewal Agency including preliminary estimates for construction. The goal of this meeting will be to arrive at a preferred alternative for the gateway.

Task 12 - Engineering and Final Design

The goal of this task will be complete the final design, preliminary engineering design, and budget cost estimate for the project. The Design Team will meet with City staff up to two (2) times during the process to provide updates and discuss the evolution of the design and solicit final feedback.

Task 13 - Community Meeting #3

The final community meeting will include a formal presentation of the final design. Information concerning funding, construction and the next steps moving forward will be shared with community members.

Task 14 - Secure Final Approvals

The Design team will seek final approvals of the design concept from the URA & DARC and package the final design documents at a Design Development Level with Construction Cost Estimate for turn over to the City of Canby for General Contractor Solicitations.

EXHIBIT A-2

ANTICIPATED DELIVERY DATES

Task 1: Kick-off Meeting	February 25
Task 2: Property/Business Owner Meetings	February 28-March4
Task 3: Community Meeting # 1	March 9
Task 4: Urban Renewal Agency Update	March 14
Task 5: FARDC # 1	March 16
Task 6: Preparation of Concept Plans	March 16-March 30
Task 7: FARDC # 2	April 6
Task 8: Design Team Work Process	April 6-13
Task 9: Community Meeting #2	April 13
Task 10: FARDC # 3	April 20
Task 11: Urban Renewal Agency Update	April 27
Task 12: Engineering and Final Design	April 27-June 15
Task 13: Community Meeting # 3	June 22
Task 14: Secure Final Document Approvals	June 24

EXHIBIT B

BILLING AND PAYMENT PROCEDURE

BILLING AND PAYMENT PROCEDURE:

For each project, the Contractor will follow the following procedure to secure payment:

a. The Contractor shall submit to the Agency for payment one original and two copies of 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
   - Number of hours worked on the project
   - Billing rate applied
   - 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.
   - Balance of hours remaining on each individual project

b. 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.

c. Invoices may be submitted monthly, at the end of each month of the Contract, or at such other interval as is specified by the Agency Project Manager. Invoices will be submitted to: Urban Renewal Project Manager, Attn: Robert Bitter, P.O. Box 930, Canby, OR 97013.

d. 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.

e. 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.

Robert Bitter — 3/14/11

Agency Project Manager Signature — 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, <u>if</u> 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 <u>four or more</u> of the following circumstances exist. Contractor shall check four or more of the following:

__X__ 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;

__X__ 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;

__X__ 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;

__X__ D. Labor or services are performed only pursuant to written contracts;

__X__ E. Labor or services are performed for two or more different persons within a period of one year; or

__X__ 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

03.19.11

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).

_X_ Required and attached; or

___ Contractor is exempt and has provided Agency satisfactory evidence of such exemption.

Certified by Contractor: PROJ. MANAGER
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.

_X_ 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.

_X_ Required and attached or Waived: _____

4. **Professional Liability** insurance with a combined single limit of not less than $1,000,000 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.

_X_ Required and attached or Waived: _____

5. **On All Types of Insurance**. 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.