



**AGENDA
CANBY CITY COUNCIL
WORK SESSION – 6:00 PM
REGULAR MEETING – 7:00 PM**

November 1, 2023

**Hybrid/Virtual Meeting/Council Chambers
Council Chambers - 222 NE 2nd Avenue, 1st Floor**

Register here to attend the meetings virtually:
https://us06web.zoom.us/webinar/register/WN_F4bFVrtbQNOZHXdsCoXsPA

The meetings can be viewed on YouTube:
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

For questions regarding programming, please contact:
Willamette Falls Studio (503) 650-0275; media@wfmstudios.org

Mayor Brian Hodson

Councilor Christopher Bangs
Councilor James Davis
Council President Traci Hensley

Councilor Herman Maldonado
Councilor Jason Padden
Councilor Daniel Stearns

WORK SESSION – 6:00 PM

- 1. CALL TO ORDER**
- 2. CANBY COMPREHENSIVE PLAN AND URBAN GROWTH BOUNDARY
PROCESS EXPANSION**
- 3. ADJOURN**

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REGULAR MEETING – 7:00 PM

- 1. CALL TO ORDER**
 - a. Invocation
 - b. Pledge of Allegiance
- 2. STAFF INTRODUCTIONS**
- 3. SMALL BUSINESS SATURDAY PROCLAMATION**

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- 4. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. *****If you would like to speak virtually, please email or call the Deputy City Recorder by 4:30 pm on November 1, 2023 with your name, the topic you'd like to speak on and contact information: lasonc@canbyoregon.gov or call 503-266-0637.**
- 5. CONSENT AGENDA**
- a. Approval of September 6, 2023 City Council Work Session and Regular Meeting Minutes. Pg. 6
- 6. ORDINANCES**
- a. Consider **Ordinance No. 1614:** An Ordinance authorizing the Interim City Administrator to Execute a Contract with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural and engineering services to design and build new Canby Area Transit facilities. (*Second Reading*) Pg. 11
- 7. OLD BUSINESS**
- a. City Administrator & City Attorney Recruitment
- 8. MAYOR'S BUSINESS**
- 9. COUNCILOR COMMENTS & LIAISON REPORTS**
- 10. INTERIM CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
- 11. CITIZEN INPUT**
- 12. ACTION REVIEW**
- 13. ADJOURN**
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*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Christopher Lason at 503-266-0637. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov.



CITY COUNCIL WORK SESSION STAFF REPORT

Meeting Date: 11/1/2023

To: The Honorable Mayor Hodson & City Council
Thru: Eileen Stein, Interim City Administrator
From: Don Hardy, Planning Director
Agenda Item: Canby Comprehensive Plan and Urban Growth Boundary Process Expansion

Summary

Development Services staff along with our consultant, 3J Consulting will be providing an update on the comprehensive plan and urban growth boundary update process.

Background

The comprehensive plan and urban growth boundary work has been on-going over the last year with housing needs and economic opportunity analysis work occurring over the last two years. A robust community outreach effort including a Project Advisory Committee has been engaged in the updates and to develop a comprehensive plan community vision. As we move forward into scenario planning and engaging property owners outside of the current city limit and urban growth boundary, it is important to review the project schedule and next steps.

Previously the Council approved the Sequential Urban Growth Boundary process which identified the anticipated urban growth expansion area based on the draft Housing Need Analysis and the adopted Economic Opportunities Analysis. It also identified a general schedule for adoption of the Housing Needs Analysis/Housing Production Strategy, the Housing Efficiency Measures, and the submittal of the Urban Growth Boundary Expansion request to the Department of Land Conservation and Development (DLCD).

The stepped process for the comprehensive plan update includes first adoption of the comprehensive plan for the area within the city limits and current urban growth boundary, followed by the submittal of the urban growth boundary expansion application to DLCD. Upon approval of the urban growth boundary expansion by Canby, Clackamas County and DLCD, the comprehensive plan will be amended to include the new urban growth boundary area.

Discussion

A PowerPoint presentation will be provided at the Work Session.

Attachments

Draft Roadmap to Development through UGB Expansion.

MEMORANDUM

To: Don Hardy, City of Canby

From: Steve Faust, Community Planning Director
Violet Brown, Senior Planner

Date: October 23, 2023

Project Name: Canby Comprehensive Plan Update/UGB Expansion

Project No. 23845.20

RE: DRAFT Roadmap to Development through UGB Expansion

The following is a description of major tasks the City of Canby needs to complete for a successful Urban Growth Boundary (UGB) expansion, annexation, and new development. Note that the Comprehensive Plan and Transportation System Plan are being updated for areas within the current UGB concurrent to steps 1-3.

1. Establish Land Need: This analysis focuses on estimating the acres needed to accommodate the 20-year population forecast as set by PSU's Population Research Center. It addresses housing, employment, and additional factors including livability, parks, public facilities, and the land and parcel suitability.
 - **Buildable Lands Inventory (BLI)**: Establishes the amount of vacant, underdeveloped, and redevelopable land within the existing boundary.
 - **Economic Opportunities Analysis (EOA)**: Estimates future need by land type, including the number of sites required and typical site characteristics based on expected land uses. (Statewide Planning Goal 9)
 - **Housing Needs Analysis (HNA)**: Estimates future need by housing type and establishes an appropriate housing mix based on expected demographic changes within the planning area, such as household size. (Statewide Planning Goal 10)
2. Responses to Acknowledged Land Need

Adopt **efficiency measures** to increase the capacity for growth within the existing Urban Growth Boundary. These measures are designed to reduce the need for a UGB expansion. In other words, the city must look inside its current UGB before seeking a UGB expansion.

 - Update the Comprehensive Plan based on the above analysis and with extensive public input. (Statewide Planning Goal 2)
 - Changes to the Comprehensive Plan designations and corresponding Land Use Zone requirements should be designed to allow increased density.
 - Cities are also required to prepare a Housing Production Strategy (HPS). The HPS includes specific tools, actions, and policies that the city plans to take to address the housing need identified in the HNA. There can be some overlap between the HPS and the efficiency measures.



Expand Canby's Urban Growth Boundary based on the estimated land need for both residential and employment land. It should:

- Establish a study area to analyze alternative locations for expansion.
- Conduct an evaluation of the four Goal 14 Boundary Location Factors:
 1. Efficient accommodation of land need
 2. Orderly and economic provision of public facilities and services
 3. Comparative environmental, energy, economic and social consequences
 4. Compatibility of proposed uses with nearby farm and forest activities
- Recommend a UGB expansion area.
- Adopt UGB expansion. UGB amendments require city and county adoption. Only the new boundary is adopted at this stage in the process. Also update the Urban Growth Management Agreement as needed.
- Once adopted, the UGB amendment is submitted for state approval.
- Consider designating additional Urban Reserves to accommodate long-term city growth (30-50 year) and protect those areas from rural development that could hinder optimal future expansion.

3. Planning for UGB Expansion Area(s)

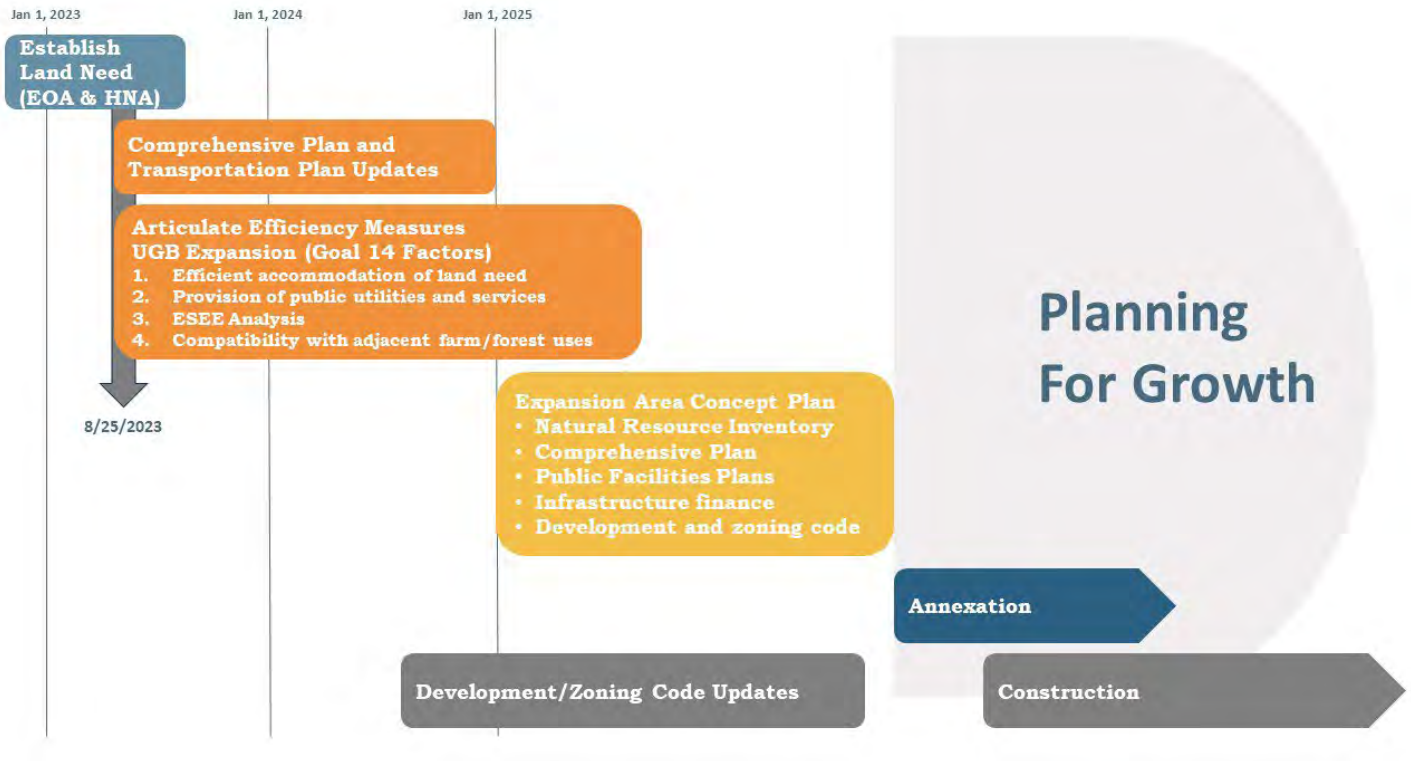
Prepare an **Expansion Area Concept Plan** to ensure orderly and efficient conversion of land from rural to urban uses and guide future development. The plan should:

- Address land uses, transportation, water, sewer, stormwater, parks, trails, schools, power, fiber/internet, police and fire services, and other public facilities envisioned for the UGB expansion area.
- **Update natural resource inventories and overlay zones** to address significant natural resources, including scenic/historic area and open spaces (Statewide Planning Goal 5), natural hazards (Goal 7) and the Willamette River Greenway (Goal 15). A Local Wetland Inventory (LWI) is also required before annexation can occur.
- Amend the Capital Improvement Plan with projects needed to implement the Concept Plan.
- Prepare a plan for the **phasing and funding** to facilitate new development, including updates to system development charge rates and methodologies, urban renewal districts, Local Improvement Districts (LIDs), and other infrastructure funding mechanisms.
- While a Concept Plan is not required by state law, it is helpful to have one to guide updates to implementation plans that are required, including but not limited to the **comprehensive plan, transportation system plan** (including any necessary jurisdictional road transfers), **and public utility plans**.
- Update development & zoning codes, as needed, to implement new goals and policies.

4. Annexation: Initiated by individual property owners, subjected to development review, and may require additional amendments to the comprehensive plan and map and zoning map.

5. Construction: Organized through the approval of building permits as development occurs into the future.





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PROCLAMATION

Proclamation Declaring the Saturday after Thanksgiving, November 25, 2023 as “Small Business Saturday”

Whereas, the City of Canby, celebrates our local small businesses and the contributions they make to our local economy and community;

Whereas, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States;

Whereas, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long;

Whereas, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021;

Whereas, the City of Canby supports our local businesses that create jobs, boost our local economy, and preserve our communities and through year-round efforts and during the holiday Shop Local Canby campaign; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mayor Hodson, Mayor of the City of Canby do hereby proclaim, November 25, 2023, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Given unto my hand this 1st day of November 2023 in the City of Canby, Oregon.

Brian Hodson
Mayor

**CANBY CITY COUNCIL
WORK SESSION MINUTES
September 6, 2023**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, James Davis, Christopher Bangs, and Daniel Stearns.

COUNCIL ABSENT: Herman Maldonado and Jason Padden.

STAFF PRESENT: Eileen Stein, Interim City Administrator; Maya Benham, City Recorder; CJ Lason, Deputy City Recorder; Todd Wood, Transit and Fleet Director; and Heidi Muller, Transit Coordinator.

CALL TO ORDER: Mayor Hodson called the Work Session to order at 6:32 p.m. in the Council Chambers.

CANBY AREA TRANSIT UPDATE: Todd Wood, Transit and Fleet Director, and Heidi Muller, Transit Coordinator, gave a presentation on the status of CAT, including history of the service, CAT staff, First Transit staff, the fleet, buildings, services, 99X, Dial-A-Ride, Canby Loop, ridership, future plans for services, funding, new technology, new website, new office, bus shelters 99E project, and new logo.

There was discussion regarding the payroll tax rate, connecting to the light rail station, fares, and wrapping vehicles with the new logo.

ADJOURN: Mayor Hodson adjourned the meeting at 7:10 p.m.

**CANBY CITY COUNCIL
REGULAR MEETING MINUTES
July 19, 2023**

PRESIDING: Brian Hodson

COUNCIL PRESENT: Traci Hensley, James Davis, Jason Padden (attended virtually), Christopher Bangs, and Daniel Stearns.

COUNCIL ABSENT: Herman Maldonado.

STAFF PRESENT: Eileen Stein, Interim City Administrator; David Doughman, City Attorney; Maya Benham, City Recorder; CJ Lason, Deputy City Recorder; Jamie Stickel, Economic Development Director; Jerry Nelzen, Public Works Director; and Don Hardy, Planning Director.

CALL TO ORDER: Mayor Hodson called the Regular Meeting to order at 7:16 p.m. in the Council Chambers.

OATH OF OFFICE: Judge Grafe administered the Oath of Office to Daniel Stearns, new City Councilor, who then took his place on the dais for the remainder of the meeting.

PROCLAMATIONS:

POW MIA Recognition Day – Mayor Hodson read the proclamation declaring September 15, 2023, as POW/MIA Recognition Day and presented it to Auxiliary President Larry Horne from the VFW.

Canby Public Library Day – Mayor Hodson read the proclamation declaring September 16, 2023, as Canby Public Library Day and gave it to Councilor Bangs to take to the Library Board at their next meeting.

STAFF INTRODUCTIONS: Maya Benham, City Recorder, introduced CJ Lason as the new Deputy City Recorder.

CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS: None.

CONSENT AGENDA: ****Council President Hensley moved to approve the consent agenda that included the minutes of the June 29, 2023 Special City Council Meeting, the removal of Member Bryan Peterson from the Transit Advisory Committee, and the reappointment of Member Paul Waterman to the Transit Advisory Committee for a term ending March 31, 2026. Motion was seconded by Councilor Bangs and passed 5-0.**

ORDINANCES & RESOLUTION:

Ordinance 1609 – Jamie Stickel, Economic Development Director, explained the grant of \$200,000 that was granted to the City of Canby for the specific purpose of redeveloping the former Canby Public Library as part of the Oregon Main Street Revitalization Grant.

There was discussion clarifying the grant was for this specific project.

****Council President Hensley moved to adopt Ordinance 1609, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO APPROVE THE EXPENDITURE OF \$200,000 TO CANBY LIBRARY HOLDINGS FOR THE REDEVELOPMENT OF THE FORMER CANBY PUBLIC LIBRARY AS PART OF THE OREGON MAIN STREET REVITALIZATION GRANT. Motion was seconded by Councilor Bangs and passed 5-0 by roll call vote.**

Ordinance 1610 – Jerry Nelzen, Public Works Director, shared information about the service truck he wanted to purchase, funding, and what it would replace.

Councilor Stearns asked for a picture to be provided at the next meeting.

There was discussion about what the vehicle would be capable of doing, why it was a new instead of used vehicle, and when it would be delivered.

****Councilor Bangs moved to approve Ordinance 1610, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO ENTER INTO A PURCHASE AGREEMENT WITH LANDMARK FORD IN THE AMOUNT OF \$160,317.03 TO PURCHASE A NEW SERVICE TRUCK to come up for a second reading on September 20, 2023. Motion was seconded by Councilor Davis and passed 5-0 on first reading.**

Ordinance 1611 – Don Hardy, Planning Director, shared a brief overview of the request to adopt the Economic Opportunity Analysis as part of the City's Comprehensive Plan. He explained the DLCD Economic Opportunities Analysis grant, Economic Opportunities analysis, advisory group, employment growth scenarios, overall land needs, economic development objectives, Planning Commission recommendations, community development vision statement, Comprehensive Plan text amendment criteria, and community engagement. Staff recommended approval. He noted an error in the date of the Planning Commission's approval, which should have been August 14, 2023.

There was discussion regarding including parks in the Housing Needs Analysis and funding when the Urban Renewal District closed and what the City would take on.

David Doughman, City Attorney, said the EOA did not depend on having another Urban Renewal District established. It was something the Council could do in the future. Adopting the EOA did not require Council to do that.

Councilor Bangs suggested the Council direct the Planning Commission to look into the number of employees per acre requirement. There was consensus to move forward with the suggestion.

Councilor Stearns asked for and received clarification on how this fit into the overall City Plan for the next few decades regarding the disposition of farmland, and the possible conversion of it for industrial/commercial purposes.

Councilor Padden explained the state requirements for buildable lands, and the steps needed for the City to meet the requirements.

****Councilor Bangs moved to approve Ordinance 1611, AN ORDINANCE ADOPTING THE ECONOMIC OPPORTUNITY ANALYSIS AS PART OF THE CITY COMPREHENSIVE PLAN to come up for a second reading on September 20, 2023, as amended. Motion was seconded by Council President Hensley and passed 4-1 on first reading with Councilor Davis opposed.**

Resolution 1394 – Mr. Hardy presented the C4 Committee Values statement if tolling was implemented in Oregon. He reviewed the values in the statement. It was intended to help steer ODOT back to the table.

Mayor Hodson said ODOT had not listened to the jurisdictions in Clackamas County, especially those most impacted by tolling. The purpose of the statement was to try to conduct the conversations with the state and add transparency to the process.

Councilor Padden supported the statement, especially with the delay in paving 99E and lack of funding for projects that ODOT had talked about for decades.

****Councilor Davis moved to approve Resolution 1394, A RESOLUTION ADOPTING THE C4 COMMITTEE VALUES STATEMENT. Motion was seconded by Council President Hensley and passed 5-0.**

MAYOR'S BUSINESS: Mayor Hodson appointed Councilor Padden as the new Council liaison for the Planning Commission, and Councilor Stearns as Council liaison to the School Board, Canby Area Transit, and Bridging Cultures. Kids were back to school, and he reminded everyone to slow down in school zones. He also asked people not to rake leaves into the street. He reported on Canby's Big Weekend and thanked everyone for their service in putting on the event.

Mr. Nelzen and Ms. Stickel thanked everyone for help with the Street Dance.

COUNCILOR COMMENTS & LIAISON REPORTS:

Council President Hensley thanked everyone for the Big Weekend event. She asked for an update on the three letters from the Traffic Safety Commission. She also attended the ribbon cutting for the new wing at the high school.

Mr. Nelzen said the Commission had requested reducing the speed on S Ivy from 13th to Goods Bridge, adding protective turns on SE 13th and S Ivy, and signage on Arndt Road for truck routing, which the county and state were still reviewing.

Councilor Davis provided updates on the delay of the Maple Street Park renovations, Legacy Park athletic exercise equipment, and Auburn Farms design. The Fire Department was searching for a new Chief, hoping to have interviews on September 25. The Fire Board also added a new firefighter and swore in new board members. He invited everyone to the upcoming September 11 Remembrance Ceremony on September 11 at 8 a.m. He also commented on the recent Clackamas County Fair and expressed appreciation for all the hard work done by Brian Crow and the Fair Board. He reported on the Chamber luncheon. He asked for a progress report on the hotel/motel study and the athletic fields.

Councilor Bangs asked for an update on the roundabout on 18th and Ivy. He attended the Bridging Cultures event and said it went well.

Councilor Stearns proposed better outreach to remind people not to rake their leaves into the street, perhaps a City booth at a local event.

Councilor Padden suggested an in-depth forensic audit be performed of the City's finances when the City hired a new Finance Director.

CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS:

Eileen Stein, Interim City Administrator, said a forensic audit was more involved than a regular audit. The audit process was being completed and the audit would be presented at the Budget Committee mid-year meeting. They were putting together a CIP list and balancing out what was spent through the General Fund and what the ARPA allocations were. She then gave updates on the Legacy Park fitness equipment, Maple Street Park field turf and lighting, and Auburn Farms park features. She shared information regarding personnel matters that had been brought to conclusion and the RFP for custodial services that just closed.

CITIZEN INPUT:

There was none.

ACTION REVIEW:

1. Approved the Consent Agenda.
2. Approved Resolution 1394.
3. Adopted Ordinance 1609.
4. Approved Ordinances 1610 and 1611 as amended to second readings on September 20, 2023.

The meeting was adjourned at 9:12 p.m.

Maya Benham
City Recorder

Brian Hodson
Mayor

Assisted with Preparation of Minutes - Susan Wood



CITY COUNCIL STAFF REPORT

Meeting Date: 11/1/2023

To: The Honorable Mayor Hodson & City Council
Through: Eileen Stein, Interim City Administrator
From: Todd Wood, Transit & Fleet Services Director
Agenda Item: Consider Ordinance No. 1614: An Ordinance authorizing the Interim City Administrator to Execute a Contract with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural and engineering services to design and build new Canby Area Transit facilities. *(Second Reading)*

Summary

Authorize the Interim City Administrator to sign a contract with Waterleaf Architecture, Inc. for architectural and engineering services to design and build new Canby Area Transit (CAT) facilities.

Background

CAT has rented offices since 2016 on Hazel Dell Way for staff, drivers, and dispatch. In 2019 CAT purchased a 2.2-acre property to build transit offices and bus parking. Due to COVID and staffing changes the building project was put on hold. CAT has once again started the process to build the new transit facilities.

Discussion

In 2016, CAT moved to 195 S. Hazel Dell way and rented a 1700 SQFT office from Zimmer Ventures. The intent was a five-year lease during which time CAT would purchase land and build city-owned offices and bus lot parking. This location houses all transit staff, and all contract staff.

In 2019, land was purchased for building new transit facilities. The 2.2-acre lot is located next to Pioneer Pump and just behind the currently rented office on Hazel Dell Way. A bus lot was built on a portion of the land at this site, and all buses were moved to the new lot.

In 2020, COVID and staffing changes put the project on hold. However, a study was done in August of 2020 to determine if this purchased property was the best location for transit, rather than moving transit to the City shops. The property was determined to be best suited for transit and a preliminary design was laid out.

More staffing changes in the City further delayed movement on the building project until May 2023, when the interim City Administrator authorized proceeding forward with the building design phase.

In July 2023, a Request for Quotes (RFQ) was sent out to create a list of qualified firms for the project. Six firms applied and the top three were selected to receive a Request for Proposals (RFP) for architectural and design services. The following firms submitted a proposal:

Soderstrom Architects
PIVOT Architecture
Waterleaf Architecture, Inc.

A panel of four members reviewed each, and Waterleaf Architecture, Inc. was selected with the highest scoring proposal. After selection, CAT's Transit Director negotiated a not-to-exceed amount for the services.

Attachments

Ordinance 1614
Waterleaf Architecture Agreement
Waterleaf Architecture, Inc. Not-to-exceed cost estimate
Waterleaf Architecture, Inc. RFP submission

Fiscal Impact

The total cost of the project will not be known until the design phase is complete. The architectural and engineering services contract has been set at a not to exceed amount to cover the design of the building and engineering oversight during construction.

Currently, CAT has approximately \$2.5 million in available funding for this project. The architectural and engineering services contract will be paid from these current existing funds.

Options

1. Approve the Contract
2. Decline the Contract

Recommendation

Staff recommends the City Council authorize the Interim City Administrator to sign a contract with Waterleaf Architecture, Inc. to provide engineering and architectural services for the design and construction of Canby Area Transit facilities not-to-exceed the amount of Five hundred seventy-nine thousand, Six hundred forty dollars (\$579,640).

Proposed Motion

"I move to adopt Ordinance No. 1614: An Ordinance authorizing the Interim City Administrator to Execute a Contract with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural and engineering services to design and build new Canby Area Transit facilities."

ORDINANCE NO. 1614

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH WATERLEAF ARCHITECTURE INC., OF PORTLAND, OREGON TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES TO DESIGN AND BUILD NEW CANBY AREA TRANSIT FACILITIES

WHEREAS, the City of Canby on behalf of Canby Area Transit (CAT) issued a Request for Proposal (RFP) on August 17, 2023 requesting proposals from qualified companies for the Canby Area Transit Operations Facility;

WHEREAS, the City of Canby received proposals from three (3) potential companies as follows on or before 4:00 PM on September 6, 2023;

WHEREAS, following a review process, a four (4) member Selection Committee individually scored the proposals in accordance with the evaluation criteria detailed in the RFP; and

WHEREAS, Waterleaf Architecture, Inc. received the top score and was identified by the Selection Committee as the most able, experienced proposer.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

The Interim City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Waterleaf Architecture, Inc. of Portland, Oregon to provide architectural and engineering services for the design and construction of Canby Area Transit Facilities not to exceed the amount of five hundred seventy-nine thousand, six hundred forty dollars (\$579,640).

A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read for the first time at a regular meeting thereof on Wednesday, October 18, 2023, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter, and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, November 1st, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

Maya Benham
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 1st of November, 2023 by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder

**AN AGREEMENT TO FURNISH ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES TO THE CITY OF CANBY, OREGON**

The City of Canby, Oregon (“City”) and Waterleaf Architecture, Inc. (“Consultant”) enter into this Agreement, which is effective on the date described in Article XX (“Effective Date”).

ARTICLE I: SCOPE

For consideration set forth in Article V of this Agreement, CONSULTANT agrees to provide design consulting services for the Canby Transit Operations Facility design to the City of Canby, Oregon, a municipal corporation.

The term of this Agreement shall begin on the Effective Date and run through_____. During the term of this contract, CONSULTANT, shall also comply with Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

In addition to the terms and conditions contained in this instrument, the following are expressly incorporated as if set out fully and distinctly within this instrument, all of which comprise the Agreement: amendments to this Agreement, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Negotiated Statement of Work, Cost and Deliverable Schedule, Addenda and Clarifications, Request for Proposals, including all Attachments and Exhibits, and the Consultant’s Proposal. If there is any conflict between the terms and conditions of this instrument and any incorporated documents or laws, the conflict will be resolved in the following order of precedence: (1) Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; (2) amendments to this Agreement; (3) the terms and conditions of this instrument; (4) Negotiated Statement of Work; (5) Cost and Deliverable Schedule; (6) Addenda and Clarifications to the Request for Proposals; (7) the Request for Proposals, including all of its attachments and exhibits; and lastly (8) the Consultant’s Proposal.

The CITY shall assist the CONSULTANT by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document shall control. Unless modified in writing as set forth in Article II by the parties hereto, the duties of the CONSULTANT and the CITY shall not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

ARTICLE II: MODIFICATIONS

Modifications to this Agreement must be in writing and must be signed and dated by both parties. In addition, the modification must include a scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE III: RESPONSIBILITIES OF THE CONSULTANT

- A. Notice to Proceed. CONSULTANT will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed on additional services not defined in Article I shall be in the form of an amendment as defined in Article II.
- B. Level of Competence. CONSULTANT is employed to render professional services and shall be responsible to the level of competence presently maintained by other practicing professional consulting firms in good standing and engaged in the same type of professional personal services, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this agreement. CONSULTANT must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.
- C. Lead Consultant. _____ Shall serve as the lead consultant to the City of Canby as described under the terms of this Agreement. Any change in the designation of this role must be approved by the City.
- D. Cost Estimates. Construction and procurement cost estimates to be prepared under this agreement are to be based upon presently available data. In preparation of these cost estimates, CONSULTANT will apply its experience and judgment.
- E. Documents/Work Products Produced. CONSULTANT will prepare and furnish all design, bid, and contract documents necessary for completion of the duties listed in Article I and the construction of the project. CONSULTANT agrees that all documents and work products produced by CONSULTANT in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, shall be considered property of the CITY, with an unlimited, royalty free license for CITY use, and shall be provided to the CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Record Drawings Preparation. CONSULTANT will prepare a set of record drawings for the project, which will include the changes made in materials, equipment, locations, and dimensions of the work. CONSULTANT will provide one full-size set of record drawings to the CITY. Unless expressly stated to the contrary in writing, CONSULTANT may rely on documentation, field notes and information prepared by or received from the CONSTRUCTION CONTRACTOR and the Owner for transcription onto Record Drawings.
- G. Access to Records. CONSULTANT agrees to preserve and maintain for six years after final payment under this contract, any directly pertinent books, documents, papers, and records generated by or provided to CONSULTANT in the course of the performance of his duties under the terms of this contract. CONSULTANT further agrees that the CITY, or any of its duly authorized representatives, shall, during said period, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts.
- H. Ownership of Documents. Use and ownership of documents, models and other “Instruments of Service” is governed by Article 7 of AIA Document B101-2017.
- I. State or Federal Requirements. CONSULTANT covenants and agrees to comply with all of the

obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A, B, and C, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, CONSULTANT further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. In addition, CONSULTANT covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Canby for projects of the type in question.

- J. Oregon Workers' Compensation Law. CONSULTANT, its subconsultants, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- K. Oregon Consumer Information Protection Act. CONSULTANT, and any of its subconsultants, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- L. Taxpayer Identification Number. CONSULTANT agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the CONSULTANT fails to complete and return the W-9 to the CITY, payment to CONSULTANT may be delayed, or the CITY may, in its discretion, terminate the Contract.
- M. Pay Equity Compliance. As required by ORS 279C.520 CONSULTANT shall comply with ORS 652.220 and shall not unlawfully discriminate against any of CONSULTANT'S employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. CONSULTANT'S compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause.
- N. Preference for Recycled Materials. As required by ORS 279A.125, CONSULTANT will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non- recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent.
- O. Compliance with Tax Laws. CONSULTANT certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
- P. Communicable Diseases. CONSULTANT understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONSULTANT could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONSULTANT KNOWINGLY AND FREELY ASSUMES ALL

SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONSULTANT'S participation.

- Q. Debarment and Suspension. CONSULTANT will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

ARTICLE IV: RESPONSIBILITY OF CITY

- A. Authorization to Proceed. CITY will authorize CONSULTANT upon execution of the contract to start work on any of the services defined in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from CONSULTANT for inspection or access to City's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, accountant, auditor, risk consultant and any other Consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONSULTANT.

ARTICLE V: COMPENSATION

CITY agrees to pay for services procured in Article I in accordance with the compensation provisions in the attached Statement of Work and Deliverable Schedule.

Invoices shall be directed to the City of Canby, Attention: Accounts Payable, P.O. Box 930, Canby, OR 97013. Invoices may be emailed to ap@canbyoregon.gov.

All invoices have a 30-day net due date, with payment expected in full. CITY has the right to appeal or ask for clarification on any CONSULTANT billing within 30 days of receipt of billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V. Any amount that City may contest in good faith and withhold from payment is not a breach of this Agreement and does not entitle Consultant to suspend services or terminate this Agreement.

Notwithstanding anything in this Agreement to the contrary, the City's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Administrator or other Officer charged with the responsibility for preparing the City's biennial budget must include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the City Administrator or such other Officer will use his/her best efforts to obtain the annual appropriations required to authorize said payments.

ARTICLE VI: INDEMNIFICATION

The CONSULTANT agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions

of the CONSULTANT, its officers, employees, or agents.

ARTICLE VII: INSURANCE

Before the Agreement is executed and work begins, the CONSULTANT must furnish the CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by the CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice has been given to the CITY. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. **Automobile Liability:** Insurance Services Office (ISO) form CA 0001, providing Garage Liability coverage for City vehicles driven while in service with Consultant.
3. **Workers' Compensation:** Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
4. **Professional Liability:** Insurance on an occurrence or claims made basis with 24-month tail coverage.

B. Minimum Limits of Insurance

CONSULTANT must maintain limits no less than:

1. Commercial General Liability: \$2,000,000 Each Occurrence
\$2,000,000 Personal Injury
\$3,000,000 General Aggregate
\$3,000,000 Products/Completed Operations Aggregate
2. Automobile Liability: \$1,000,000 Per Occurrence
3. Employers Liability: \$1,000,000 Each Accident
\$1,000,000 Disease Aggregate
\$1,000,000 Disease Each Employee
4. Professional Liability: \$2,000,000 Per Occurrence/Claim

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a “per project basis”

C. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects the CITY, its officers, employees and agents; or the CONSULTANT will procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause – The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Canby and its officers, agents, and employees as Additional Insured on any insurance policies required herein with respect to CONSULTANT'S or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the CITY, its officers, employees, or agents.
3. Workers' Compensation and Employers Liability Coverage – The insurer must agree to waive by endorsement, all rights of subrogation against the City of Canby, its officers, employees, and agents for losses arising from work performed by the CONSULTANT for the CITY.

ARTICLE VIII: ASSIGNMENT

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement will be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subcontractors by the CONSULTANT or subsidiary or affiliate Firms of the CONSULTANT for technical or professional services will not be considered an assignment of a portion of this Agreement, and the CONSULTANT will remain fully responsible for the work performed, whether such performance is by the CONSULTANT or subcontractors. No subcontractors will be used without the written approval of the CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

ARTICLE IX: INTEGRATION

These terms and conditions and the attachments represent the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

ARTICLE X: SUSPENSION OF WORK

The CITY may suspend, in writing, and without cause, all or a portion of the work under this

Agreement. The CONSULTANT may request that the work be suspended by notifying the CITY, in writing, of circumstances that are interfering with the progress of work. Subject to the terms of Article V, the CONSULTANT may suspend work on the project in the event the CITY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

ARTICLE XI: EARLY TERMINATION OF WORK

- A. The CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION

- A. If the CITY terminates pursuant to Article XI (A), the CITY will pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date. No other consequential costs including loss of anticipated profits will be paid.
- B. If the CITY terminates pursuant to Article XI (B), the CITY is entitled all remedies available at law or equity. In addition, CONSULTANT must pay the CITY all damages, costs, and sums incurred by the CITY as a result of the breach.
- C. If the CONSULTANT justifiably terminates the Agreement pursuant to Article XI (B), the CONSULTANT'S only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If the CITY'S termination under Article XI (B) above was wrongful, the termination will be automatically converted to one for convenience and the CONSULTANT will be paid as if the Agreement was terminated under Article XI (A).
- E. In the event of early termination, the CONSULTANT'S work product before the date of termination becomes property of the CITY.
- F. In the event of termination, CONSULTANT must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONSULTANT will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONSULTANT must provide to the CITY all work products, material,

documents, etc., gathered or compiled, related to the project, whether in CONSULTANT'S possession at the time of termination or received later.

ARTICLE XIII: NOTICES

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

City:

City Attorney
PO Box 930
Canby, OR 97013

With copy to:

City of Canby
Attn: Eileen Stein, Interim City Administrator
PO Box 930
Canby, Oregon 97013
steine@canbyoregon.gov

ARTICLE XIV: FORCE MAJEURE

Neither the CITY nor the CONSULTANT will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

ARTICLE XV: DISPUTE COSTS

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

ARTICLE XVI: CONFLICT AND SEVERABILITY

Any provision of this document found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of the document.

ARTICLE XVII: CONSTRUCTION

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

During the term of this Agreement, the CONSULTANT agrees as follows: The CONSULTANT will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE XIX: COURT OF JURISDICTION

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it, without respect to conflict of laws principles. Venue for litigation will be in the Circuit Courts in and for Clackamas County, Oregon.

ARTICLE XX: EFFECTIVE DATE

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date this Agreement becomes effective. If a party signs but fails to include a date with their signature, the date that the other party signs the Agreement will be deemed to be the date this Agreement becomes effective.

ARTICLE XXI: ELECTRONIC SIGNATURES AND COUNTERPARTS

Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law. The parties may each sign separate copies of the Agreement, each of which will be deemed an original and will collectively be one and the same instrument equally binding on the parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

CANBY TRANSIT OPERATIONS FACILITY CONSULTING SERVICES AGREEMENT

CONSULTANT:

CITY OF CANBY, OREGON:

Date: _____

Date: _____

By: _____
Company

By: _____
Eileen Stein, Interim City Administrator

Title: _____

By: _____

Title: _____

Mailing
Address: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Telephone: _____

Fax: _____

Email

Social Security No. (if individual)

Tax Identification No. (if incorporated)

Note: Signatures of two officers are required for a corporation.

CAT Operations Facility - Not to Exceed Cost Estimate
Oct. 5, 2023

Firm	Proposal - Labor	Proposal - Expenses	Proposal - Total	Original Estimates before JS Reductions	Revised Expenses	Record Drawings	Revised Total
Waterleaf (Architecture, PM)	\$188,240	\$500	\$188,740	\$207,064	\$1,000	\$2,500	\$210,564
WSP (Civil, BEB)	\$163,341	\$2,000	\$165,341	\$198,861	\$2,000	\$1,500	\$202,361
Interface (Mechanical)	\$36,810	\$300	\$37,110	\$40,730	\$600	\$1,500	\$42,830
Reyes (Electrical)	\$54,771	\$300	\$55,071	\$57,597	\$600	\$1,500	\$59,697
Equilibrium (Structural)	\$37,760	\$300	\$38,060	\$40,100	\$600	\$1,500	\$42,200
ProDims (Cost Estimating)	\$13,100	\$0	\$13,100	\$21,988	\$0		\$21,988
Total - Not to Exceed	\$494,022	\$3,400	\$497,422	\$566,340	\$4,800	\$8,500	\$579,640



PROPOSAL TO THE CITY OF CANBY/CANBY AREA TRANSIT

Transit Operations Facility Architectural and Construction Engineering Services

September 6, 2023

waterleaf architecture

419 SW 11th Avenue, Suite 200 | Portland, OR 97205
503.228.7571 | waterleaf.com

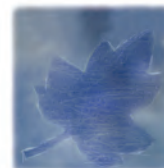


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On the cover: photo of TriMet's Powell LIFT Operations Facility

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1 | introductory letter

September 6, 2023

Todd M. Wood, Transit Director
City of Canby/Canby Area Transit
195 S Hazel Dell Way
Canby, OR 97321

Re: **City of Canby Transit Operations Facility Architectural and Construction Engineering Services**

Dear Todd,

We understand your mission to serve the citizens of Canby with accessible, dependable, and efficient public transportation. The development of a new transit operations facility is critical to meeting the growing needs of Canby's public transportation system to achieve your mission with efficient, modern operations—now and into the future.

This important project requires a holistic team of transit facility design professionals with the experience and expertise to create highly functional, efficient, and flexible facilities that reflect the vision of your 2017 transportation plan and Council goals. Our team brings to you some of the industry's most recognized experts in the design of transit operations facilities with local roots and a proven history of successfully delivering similar projects including the recent site selection study for this project. We also bring:

Leadership with local, relevant expertise in transit facilities like yours: As the lead consultant, Waterleaf Architecture (Waterleaf) has provided design services for more than 40 transit administration, operations, and maintenance (AOM) facilities. As a partner and your proposed principal in charge and project manager, I have more than 40 years of experience managing complex projects including 24 years focused on transit facilities in Oregon and Washington. My goal is to shepherd the City through a seamless and stress-free project delivery process from start to finish.

Specialized expertise in operations and battery electric bus (BEB) facilities: We have partnered with WSP, a design and engineering firm with experience in planning and design for more than 800 AOM facilities including more than 80 BEB maintenance and operations facilities. Their AOM and BEB experts will review your 2017 transportation plan to quickly provide recommendations for updates to accommodate future upgrades to electric vehicles. We are currently working with WSP on TriMet's master plan for BEB infrastructure needs and facility improvements at their bus operations facilities and transit centers to accommodate phased implementation of their 2040 zero-emissions fleet initiative.

Unique knowledge of the existing site and facility needs: In 2020 and 2021, we led the site selection study for this project. We worked closely with the City to analyze four alternative sites and document the program elements needed for the new facility. The study was expanded to include consideration of possible future conversion of the City's fleet to BEB, and we developed conceptual site layouts for two of the sites, including the chosen site. We will leverage this specific knowledge and our working relationships with the City, as well as our team's collective technical expertise in these types of projects, to facilitate a seamless process and successful project delivery.

We are very excited to be a part of the continued growth of the City of Canby through this important project and look forward to discussing our qualifications and approach in more detail.

Sincerely,

Jon Styner AIA, LEED AP BD+C | Partner
Authorized Firm Representative
503.228.7571 | jons@waterleaf.com

Waterleaf Architecture, Inc. is a limited liability company, Tax ID 93-0655789
and a resident vendor as defined in ORS 279A.120.

We are not exempt from workers' compensation insurance.

419 SW 11th Avenue, Suite 200
Portland, OR 97205
503.228.7571
jons@waterleaf.com

disclosure statements

We understand that all information submitted will be public record and subject to disclosure pursuant to the Oregon Public Records Act. We respectfully request exception from disclosure consistent with Oregon law for the following sections of our submittal:

Waterleaf Architecture, Inc. has no contracts or subcontracts that have been terminated, in default, or had any claims made that resulted in litigation or arbitration in the last five years.

Waterleaf Architecture, Inc. nor any of our staff assigned to this contract have been sued or have been subject to professional discipline in connection with providing design services for any client, or any related services.

representations

We have examined the scope of services and conditions thoroughly; will provide for appropriate insurance, deposits, and bonds, as required; will comply fully with the scope of services for the agreed contract; and ensure any and all registration and certification requirements are met as set forth and required in the Oregon Revised Statutes and this RFP.

acknowledgments

We hereby acknowledge and agree that we are entering into this contract because the special qualifications of the proposer's project team based on the expertise, experience, judgment, and personal attention of key personnel. We will not reassign or transfer the key personnel to other duties or positions without notifying the City. We understand that in the event a replacement of key personnel is necessary, the replacement must be acceptable to the City.

addenda

We hereby ascertain that we have received all addenda issued, and acknowledge receipt of the following addenda:

No addenda were issued

conditions of submittal

By submitting this proposal, we certify that:

1. The proposer and each person signing on behalf of any proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the City of Canby, has a direct or indirect financial interest in the proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the proposer's response to this solicitation.
2. The proposer has examined all parts of the request for proposal, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the proposer must accept the contract documents thereto unless substantive changes are made in same without the approval of the proposer.
3. The proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
4. The proposer has demonstrated quality experience providing the required goods and/or services, or consulting services, whichever is applicable.
5. The proposer has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds, if applicable.
6. The proposer will comply fully with the scope of services for the agreed contract.
7. The proposer can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

affirmative action

We hereby agree to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

certification office for business inclusion and diversity

We agree not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

pay equity compliance

As required by ORS 279C.520, we will comply with ORS 652.220 and will not unlawfully discriminate against any of our employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Proposer's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach that entitles the City to terminate this contract for cause.

We will not prohibit any of our employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. We will not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

We do not employ more than 50 employees and are therefore exempt from Pay Equity Training certification.

contract negotiation

We are willing to negotiate a contract in a timely, reasonable manner with the City.

conflict of interest

There is no conflict of interest or collusion on the part of our submission of a proposal for the services being solicited under this RFP (see Exhibit D, Proposal Certifications).

contract terms

We hereby accept the contract terms of the attached City Standard Services Agreement.

insurance

We are willing to contract and have the ability to provide a Certificate of Insurance and additional insured endorsement reflecting the insurance requirements within ten (10) days of the Notice of Contract Award. Please see Exhibit D in section 6 for our certification of insurance requirements and a copy of our certificate of liability insurance document.

"I worked closely with Waterleaf in the design and planning of the building to change out old in-ground bus hoists and install new Steril Koni ECO hoists that could lift the entire range of buses in our fleet. This was particularly challenging because all the construction was performed within the existing building with its very limited physical space all while maintaining operations....The design team has been professional, responsive, and thorough, and I've been pleased with the work that they've done."

LARRY DAUBENMIRE, PE
(FORMER) PROJECT MANAGER
COMMUNITY TRANSIT

project approach and understanding

project understanding

We have a clear understanding of the issues associated with the transit operations facility based on our work with Canby Area Transit and the City of Canby on the site selection study. The selected site (Site 1) includes two tax lots owned by the City on SE Hazel Dell Way and is currently used by the City. This site is approximately two acres with frontage on the fully developed Hazel Dell Way in the Canby Pioneer Industrial Park. The site is partially paved and has access to all public utilities along the street frontage simplifying service to the site.

We thoroughly understand the program elements for the operations facility from our site visits and discussions with representatives of the City on August 27, 2020, as well as the zoning and planning requirements from our research during the site selection process. We also understand the site opportunities and constraints given our work on the conceptual site layout options for Site 1 during the site selection process, including the critical issues of vehicle access and circulation (both bus and auto).

We are currently working with WSP on planning for TriMet's 2040 ZEV Transition Plan, focused on battery electric bus (BEB) implementation as part of a five-year facilities master plan contract. We have included WSP as an integral part of our team to leverage their BEB planning and design experience and provide an insightful review of the conceptual site layout developed by Waterleaf in 2021. WSP's BEB experience will allow our team to quickly evaluate and provide recommendations for updates to the conceptual site layout to optimize functionality and accommodate CAT's planned future conversion to electric vehicles.

proposed approach

Our team approach brings lessons learned from past projects combined with a recognition that each project is unique. Our approach requires upfront client involvement to ensure that informed decisions that affect functionality, appearance, cost, and schedule are made early in the design process. We balance our client interaction with the recognition that our clients have a multitude of other responsibilities. When project issues arise, we will come to you with not only an explanation of the issue, but proposed options to resolve the issue and keep the project moving forward.

Our approach is divided into five phases/tasks. For each task, we have summarized our approach via our work plan on the following page, examples of the types of issues that will need to be addressed, general activities that will occur in these phases, and anticipated deliverables. Our approach to phasing has been used effectively on many projects to maximize efficiency and cost control.

- » Task 1: Schematic design
- » Task 2: Design development (50% design)
- » Task 3: Construction documents (100% design)
- » Task 4: Permitting
- » Task 5: Bidding/construction administration

significant issues and concerns and innovative or unique solutions

BEB Planning and Implementation

Our team has taken battery electric bus projects from the initial concept and research stage, to the implementation of pilot programs, and all the way through developing and implementing the phased transition of an entire fleet. We have lessons learned at each stage of BEB deployment to help design a facility and all associated infrastructure and equipment in a way that is flexible to both grow with a fleet and implement future technological developments.

Our team has developed standards for bus operations facilities and parking configurations to allow for electrical distribution and charging equipment to be installed in later phases without major modifications or service interruptions.

We focus on designing to accept numerous manufacturers and charging configurations to allow mixed and changing fleets to evolve with the latest technology at the time of zero emissions transition.

Potential Future Automated Wash System

When designing the new covered bus wash area initially to be deployed with manual washing equipment, our team will also design for the spatial requirements of an automated wash system including potential water reclamation equipment that would be installed when transitioning to this type of system. Based on our industry knowledge from hundreds of automated wash projects and our constant communication with wash system manufacturers, we will also design electrical panels, trench drains, incoming water supply, and water outflow that would be properly sized and capable of serving not only the initial manual wash process but also the potential future automated wash system's requirements without major retrofits to the facility.

design philosophy

Over the years, Waterleaf has gained a reputation for solving problems and creating innovative, elegant design solutions. We bring talented, hands-on architects and designers dedicated to creating smart, sustainable buildings and transit facilities that reflect the character of our communities. The expertise and interest of our firm includes master planning and design of administration, operations and maintenance facilities for bus, rail and streetcar, multi-modal transit centers, park-and-rides, operator break buildings, and light rail stations. We collaborate to solve problems at all scales. Our biggest lessons come from listening and being adaptable. That is how we approach design.

Our design philosophy is rooted in our core values:

- » We nurture a culture of respect and collaboration in our relationships with our clients and colleagues.
- » We strive to sustain balance in the environment and in our professional impacts.
- » We come together to do good work with an understanding of the impacts of time on architecture, the environment, and community.
- » We pursue creative, sensitive, and cost-effective design solutions to problems of all sizes and complexity.

sustainability

We will work with the City to incorporate sustainability goals including minimizing site impacts, reducing construction pollution, optimizing facility energy efficiency and clean energy generation, using green products, and fostering a culture of sustainability. Project Manager Jon Styner will lead our team's overall sustainability efforts, and Project Designer Ellen Krusi will serve as our sustainability coordinator. Waterleaf led the effort to incorporate sustainability measures on the Orange Line-Ruby Junction Expansion, including wash-water recycling and a solar system, resulting in approximately \$21,000 in energy-efficiency incentives from Energy Trust of Oregon for TriMet.

Our certifications and coalition memberships include:

- » US Green Building Council
- » Certified B-Corporation (Certified in 2016 and renewed in 2018)
- » Sustainability at Work Award (2015 and 2018 gold Certification)

An initial sustainability meeting will be held during the schematic design phase of your project to identify practical and cost-effective sustainability goals and sustainable design measures. These will be tracked on a spreadsheet throughout the project. The preliminary goals for the facility that we recommend include the following:

- » Implement an integrated design process for cohesive and cost-effective sustainable design
- » Integrate sustainable design and construction measures that apply specifically to this building type and use
- » Evaluate the cost effectiveness of sustainability strategies
- » Ensure long-term usability, maintainability

- » Incorporate user-friendly strategies
- » Emphasize energy and water efficiency

As an adopter of the 2030 Challenge, Waterleaf will focus on the goal of achieving reductions in fossil fuel energy use. Energy-efficiency measures that will be evaluated include:

- » Increased building envelope energy efficiency
- » Roof top photovoltaic (PV) system, or design to accommodate future PV systems
- » Variable refrigerant flow (VRF) HVAC system for the offices
- » Daylighting with automatic dimming controls and/or occupancy sensors
- » Energy-efficient appliances
- » Electric vehicle (EV) charging spaces
- » Local, state, and federal energy-efficiency incentive programs

Other possible sustainability measures that will be considered include:

- » Bicycle parking inside or adjacent to the operations building
- » Low-flow, water-efficient fixtures
- » Incorporate Dark Sky Principles for exterior lighting
- » Low-emitting interior finish materials
- » Native/drought-resistant plantings
- » Permeable paving
- » Stormwater bio-swale treatment
- » Wash bay water reclamation and recycling
- » Rainwater capture for greywater reuse
- » Local/recycled materials

quality assurance/quality control

At the onset of the contract, our principal-in-charge/project manager, Jon Styner, will work with our team to develop a design quality control plan (DQCP) to ensure a quality final product using an efficient and thorough approach to daily quality activities and management oversight. The DQCP will detail the day-to-day activities of the design staff so the work is produced in a well-coordinated, efficient manner and all final products undergo a thorough check by independent and qualified personnel prior to delivery to the City.

The quality procedures will be appropriate for the size and scope of the design work in the contract and will include all disciplines preparing construction documents. Technical details, as well as cross-discipline coordination, will be addressed in the DQCP so final documents submitted to the City are coordinated and complete.

collaboration and communication

At the core of successful project delivery is effective collaboration and communication. Our design team is located within easy proximity to the City of Canby, and we will hold regularly scheduled, frequent meetings to achieve the City's goals for the project. Jon will serve as the hub of communication for the project. Jon has extensive experience with project team coordination and communication methods.

Determination of in-person vs. virtual meetings will be coordinated with the City to maximize results, efficiency, and control cost. Our team has become proficient in utilizing virtual meetings given the costs of travel associated with in-person meetings. Our recommendation is to hold the initial kickoff meeting in conjunction with an initial program/site plan update workshop in person. Regular team meetings will be virtual.

During the project kickoff meeting, project communication protocols, including meeting format and information sharing methods will be determined. A file transfer protocol (FTP) site such as Box.com will be established to facilitate file sharing of drawings and other documents that would be too large for email.

controlling costs

design cost control

We understand that controlling costs and maximizing your budget as good stewards of your community's public funds is one of the highest priorities for your project. Jon will work with the City to finalize the scope of work to meet the needs of the project within the constraints of the available budget. Monthly invoices will be submitted to the City for review and payment. Management and control of the budget will include the use of an earned-value spreadsheet, monthly or more frequently if needed, that will allow tracking of tasks and project budgets by calculating the percent spent and comparing against the approximate percent complete. Task leaders and subconsultants will be held responsible for their estimated task budgets. Team activities will be constantly monitored by Jon and discipline leads to prevent inefficiencies and potential re-work.

project cost estimating/control

The key to successful project cost control is accurate cost estimating at the critical phases of the project. Our team includes ProDims to provide professional cost estimating. We have collaborated with ProDims on numerous successful transit projects.

The most critical of the cost estimates will be the schematic design cost estimate. This estimate will provide the City with a first look at the expected cost for the project and determine if the project program can be accomplished within the established budget. If the schematic cost estimate exceeds the established budget, the scope of the project will need to be modified, additional funding will be required, or the project may need to be phased over time.

Subsequent cost estimates will be prepared at the design development (50 percent) phase and, if necessary, the construction documents (100 percent) phase. The design development estimate will confirm if project costs are still within budget given the greater

level of design detail. If the cost estimate exceeds the available budget, a cost reduction/value engineering process may be required.

work plan and deliverables

communicating project ideas and plan updates

The Waterleaf team will assist the City staff in responding to public inquiries; provide drawings, graphics, and other pertinent information as required; and attend Planning Commission and City Council meetings as necessary.

task 1: schematic design

Once we receive notice to proceed, work will begin with a kickoff meeting with City representatives to review the design program, design criteria, known site information, and due diligence work to date. Discussion will include project approach and schedule, project life expectancy and quality, and project budget assumptions.

The kickoff meeting will be combined with a programming/site master plan workshop. The goals of the workshop will be to review the program needs and develop a site master plan, including space required for future battery electric bus (BEB) charging infrastructure. Workshop results will be recorded with meeting notes, a draft of the space needs program, and draft site master plan. Following the workshop, the team will further develop the space needs program and site master plan for review and approval by the City, to be used as the basis of design (BOD) for schematic design.

Upon approval of the space needs program and the site master plan by the City, our team will begin development of schematic plans for the operations facility. A 3D SketchUp model will be developed, and site utilities and other engineering requirements will be identified, including Canby Utility electrical service to accommodate the conversion to BEBs. Options for building structural, mechanical, and electrical systems will be identified.

The schematic site and building plans including potential options will be presented to the City for review, comments will be incorporated, and a schematic design submittal will be provided including a cost estimate.

Our approach to geotechnical and survey will be to first review the available information. If it is determined that the existing information is insufficient to meet the needs of this project, the scope and cost for required geotechnical investigation and survey work will be coordinated with the City of Canby.

task 1 deliverables

- » Kickoff meeting/workshop notes
- » Space needs program
- » Site master plan
- » Sustainable design spreadsheet
- » Schematic site and building plans
- » Geotechnical report (if required)
- » Survey (if required)
- » Schematic design cost estimate

task 2: design development (50% design)

Based on the approved schematic design, we will prepare 50 percent construction documents. We anticipate a linear process from this point forward, based on the direction established in the earlier phases of work. Initial work will include more detailed floor plans, wash and BEB equipment layouts and schedules, building sections and exterior elevations, structural framing systems, and mechanical and electrical load calculations. Typical details will be started for standard systems. Preliminary sizes for site civil structure and utilities, building structural framing systems, and major mechanical and electrical equipment will be developed in this phase. A table of contents for the project specifications sections will be prepared, as well as an updated construction cost estimate.

task 2 deliverables

- » Design development (50%) drawings
- » Specifications table of contents
- » Design development (50%) cost estimate

task 3: construction documents (100% design)

Based on the approval of the 50 percent design documents, we will prepare 100 percent construction documents. Fifty percent review comments from the City will be discussed and incorporated. Work will include preparation of construction documents for every design discipline as well as preparation of the technical specifications. The construction cost estimate will be updated to reflect changes. Drawings will include detailed system design and documents and project schedules and details for each design discipline.

During the preparation of the 100 percent construction documents, each discipline will conduct an internal QA/QC review to eliminate conflicts and discrepancies in the documents.

task 3 deliverables

- » 100% drawings
- » 100% specifications

task 4: permitting

Early in the schematic design phase, we will arrange a pre-application meeting with the City of Canby Planning Department to discuss the project, receive feedback from City staff, and confirm the type of land use application (LUA) required. Our team has reviewed the City's land use and design review process and determined that this project will most likely require a Type II Land Use Review that includes design review (if all standards are met). If alternatives to the standards are proposed, a Type III Land Use Review will be required. We have identified the timelines allowed for completeness review (30 days) and application review (120 days). Submission of the land use approval package at the appropriate time is critical to maintaining the overall project schedule.

With approval from the City, we will file for the building permit with Clackamas County. Our team will prepare responses to permit review comments, issue revised drawings and specifications, if required, and assist the City in obtaining the necessary permits for construction.

task 4 deliverables

- » Pre-application meeting notes (if not provided by the City)
- » Land use application package
- » Responses to City of Canby (municipal code) and Clackamas County (building permit) review comments
- » Revised drawings and specifications (if required)

task 5: bidding/construction administration

We will provide support for the City during the bid process, including reviews of questions and substitution requests, preparation of addenda responding to questions and indicating the results of substitution requests, and attendance at pre-bid meetings on site, if requested. Services will also consist of a review of bid results and a recommendation of next steps based on those results.

We will attend a preconstruction meeting on site with City representatives, the general contractor, and major subcontractors to review the project schedule, establish regular onsite meeting dates, clarify methods of communication, and establish submittal processes as the project construction proceeds. Once work begins on site, the team will provide periodic site observation services in conjunction with contractor onsite meetings, as appropriate. Our team will review required submittals from the general contractor to assure compliance with the contract documents and respond to questions and requests for information (RFIs) from the contractor. When construction has progressed to a level of completion, our team will conduct a substantial completion site visit, and if appropriate, certify a substantial completion.

task 5 deliverables

- » Conformed (issued for construction) drawings and specifications
- » Others to be determined upon agreement with the City

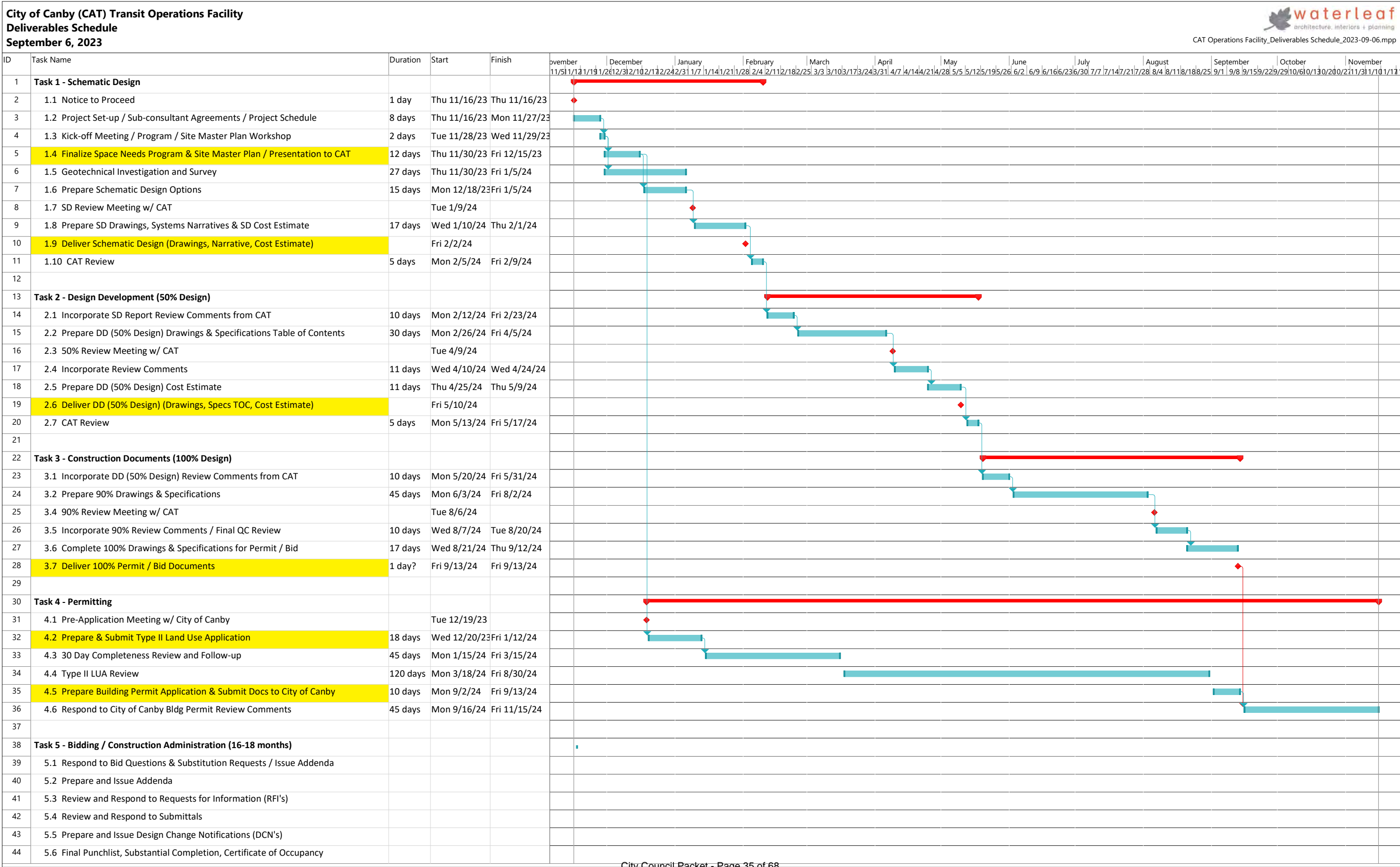
deliverables schedule

As requested in the RFP, the design team has prepared the following deliverables schedule. The deliverables for each of the five design phases (tasks) are listed above and are highlighted in yellow on the schedule.

As shown in the schedule, the most significant and unpredictable impact is the land use application (LUA) review and approval process. Given the maximum allowable timelines for review, we are indicating approximately eight months for this process. This timeline is approximately the same as the time line we are estimating for the design process through completion of construction documents (100% design). There is always risk in proceeding with detailed design prior to LUA review and approval. Our team will work with CAT to determine if the LUA schedule can be expedited, if LUA review comments can be provided by the City prior to issuance of LUA approval, or if the design development and construction documents tasks should be delayed until LUA approval is received from the City.

project cost

Our project cost is detailed in section 5, including assigned personnel hours anticipated by task.



4 | experience and qualifications

We nurture a culture of creativity and collaboration. We strive to sustain balance in the environment and in our professional impacts. We come together to do good work with an understanding of the impacts of time on architecture, the environment, and the community.

Our firm's structure is designed to empower our leaders to advocate for our clients and their projects.

We are a certified B Corporation. Becoming certified in 2016 was a way to preserve the values of the firm for the future as well as focusing our work on a triple bottom line.

We have the technical capabilities and financial reliability to fulfill your project requirements, demonstrated by our team's previous experience and through our reputation in the business community providing professional services for more than 70 years. We are a financially stable company with no bankruptcy filings. As an architecture company, we carry all of the required certifications and licenses to practice in Oregon and are not required to provide bonding for projects.

location, availability, and staffing

We operate from one location in Portland, OR, and we trace our roots in Portland back to 1952. The majority of our subconsultants also work out of their offices in the Portland area. The specific location of each key team member is included on the following pages.

In assembling our team, we have carefully reviewed and discussed the expected level of effort required over the duration of your project in detail to ensure each team member is available and committed through completion of your project and at the appropriate level for each phase of the project. Key team member availability is included on the following pages. Based on our recent, current, and project workload, we are confident in our commitment to successfully complete your project within a reasonable time frame.

From our office in Portland, your facility is a short 20-mile drive. We routinely work with clients around the Pacific Northwest and



specifically throughout the greater Portland area. We are accustomed to meeting clients on site for meetings, charrettes, site visits, and community outreach events during design and construction. We make every effort to be responsive to our clients' needs to drive projects to successful completion.

team organization

The organizational chart at right illustrates the structure of the team of professionals assigned to your project. Their relevant experience, education, professional certifications, years of experience, and projected availability for your project are summarized in the table on the following page. Resumes of our core leadership team are on pages 12 through 15.

project manager

Our assigned principal-in-charge and project manager, Jon Styner, AIA, LEED AP BD+C, is an accomplished project manager, team leader, and architect specializing in the planning and design of complex transit facilities. As a hands-on partner at Waterleaf, he takes personal responsibility for the performance of his team and will be the key point of contact for the City of Canby. His experience with similar projects includes managing planning and design efforts for a wide variety of transit AOM facilities and stations for bus, rail, and streetcar systems. Jon's resume is included on page 12.

subcontractors

In assembling our team, we have chosen best-in-class experts in this exact project type. Our team is proven through past experience collaborating on similar projects. Subcontractor firms and their assigned experts are summarized in the table below.

NAME, ROLE, LOCATION, YEARS OF EXPERIENCE, % AVAILABILITY	EDUCATION	CERTIFICATIONS	RECENT RELEVANT EXPERIENCE
WSP USA, Inc. (WSP) 1300 SW 5th Ave, Ste 1600, Portland, OR 97201, 503.274.8772 WSP has been involved in the design of more than 800 operations and maintenance facilities for fleet sizes from as few as seven up to 5,000 vehicles including more than 80 battery electric bus (BEB) maintenance facility projects and counting. Their understanding of vehicle and equipment maintenance functions and charging operations enables us to quickly understand a client's needs and translate them into clear functional requirements. These then serve as a basis for facility design, charging infrastructure layouts, and overall coordination delineating the unique demands of each facility in its current state and at its ultimate capacity. WSP's fleet and facilities group's involvement in the facility expansion design includes programming space and functional requirements, identifying maintenance and vehicle charging equipment needs, specification and layout of equipment, conceptual design and detailed coordination with all building design disciplines.			
Chris Hemmer PE , Civil Engineering Lead (see resume on page 14)			
Mike Martin , Functional Planning/BEB Infrastructure/OMF Equipment Lead (see resume on page 15)			
Rachel Hill, PLA, MLA, LEED GA , Landscape Architecture Lead, Portland, OR, 14 Years, 50% available	» MLA, Landscape Architecture » BA, Anthropology	» Professional Landscape Architect: OR, WA	» Guilford Courthouse National Military Park Concept Plan » Jade Montevilla Streetscape Planting Design » Stewart Bridge Restoration Planting Design
Brendan Busi, PE , Geotechnical Engineering Lead, Portland, OR, 7 Years, 50% available	» MS, Geotechnical Engineering » BS, Civil Engineering	» Professional Engineer: OR, WA, NY	» N Going/N Greeley Sewer Rehabilitation » Carolina Trunk WZ 01 & 03 Rehabilitation Project » Grand Avenue Riser Stabilization Project
Equilibrium Engineers LLC (Equilibrium) 16325 Boones Ferry Rd Ste, 202, Lake Oswego, OR 97035, (503) 636-8388 Equilibrium offers full-service structural engineering consulting to architects, developers, contractors, and building owners. Located in Lake Oswego, their small firm maintains a diverse client base including transit and transportation agencies across the Pacific Northwest.			
JoMarie Farrell, PE , Structural Engineering Lead, Lake Oswego, OR, 29 Years, 25% available	» BS Civil Engineering	» Civil Engineer: OR, CA	» C-TRAN BRT Corridor & Maintenance Building Expansion/Renovation » Ruby Junction Maintenance Facility Expansion for Milwaukie LRT » BPA Fleet Services Maintenance and Wash Buildings
Interface Engineering, Inc. (Interface) 100 SW Main St, Ste 1600, Portland, OR 97204, 503.382.2266 Interface is a multidiscipline mechanical and electrical engineering firm known for innovative resource use, visionary sustainable design and breakthrough engineering solutions for new and existing buildings. Interface understands the budget sensitivities and unique needs of this type of facility. Their engineers and designers are adept at considering all conditions from the climate of the location and ventilation and power needs to occupant comfort.			
Kelly Johnson, GGP, LEED GA, EAC-PT , Mechanical Engineering Lead, Portland, OR, 16 Years, 40% available	» AAS, Mechanical Engineering Technology » AAS, General Studies	» Green Globe Professional » Earth Advantage Commercial Partner	» Lewis County Facilities Administration Building Renovation » Lewis County Fleet Services Building » Port of Vancouver Terminal Operations Building
Andrew Lasse, PE, LEED AP , Mechanical Engineering, Portland, OR, 22 Years, 10% available	» BS, Mechanical Engineering	» Mechanical Engineer: OR, WA, CA	» TriMet Ruby Junction Expansion Maintenance Facility Mods » Klickitat County Services Building » Cowlitz County Public Utility District Building, LEED Silver
Christopher Scott , Plumbing Engineer, Portland, OR, 30 Years, 25% available	» Associate of Science	» N/A	» Klickitat County Services Building » Cowlitz County Public Utility District Building, LEED Silver » San Mateo County Regional Operations Center, LEED Gold Goal
Jon Schlitz CET, CFPS , Fire Protection Designer, Portland, OR, 27 Years, 15% available	» AS, Fire Protection Engineering Tech » BS, Geology	» Certified Fire Protection Specialist	» Chelan County Public Utility District Service Center Design » City of Tualatin Operations Center Warehouse » City of Wilsonville Public Works Complex

NAME, ROLE, LOCATION, YEARS OF EXPERIENCE, % AVAILABILITY	EDUCATION	CERTIFICATIONS	RECENT RELEVANT EXPERIENCE
Reyes Engineering, Inc. (Reyes) 321 NE Couch St, Ste 401, Portland, OR 97232, 503.771.1986 Reyes is an electrical engineering firm with offices in Portland, Seattle, Los Angeles, and Honolulu. Their design services include electrical systems, architectural lighting and daylighting, fire safety and security, telecommunications, and audiovisual. As sustainable design professionals, they are actively engaged in providing holistic design solutions that optimize high-performance buildings and transit with energy efficiency, control light pollution, and utilize alternative and renewable energy solutions.			
Flaviano Reyes Jr, PE , Electrical Engineering Lead, Portland, OR, 24 Years, 25% available	» BS, Electrical Engineering	» Registered Electrical Engineer: OR, WA	» Sandy Operations Center Expansion » Sound Transit Federal Way Link Extension » Sound Transit Lynnwood Link Extension
Dave Miller, SET , Low-Voltage Specialist, Portland, OR, 31 Years, 15% available	» BA, History	» NICET Level IV Fire Alarm Systems	» Eugene Water & Electric Board Roosevelt Operations Center » Oregon DAS Fire Alarm & Security System Design » Oregon DAS Access Control Standards
Harpreet Gurm, IES , Lighting Designer, Seattle, WA, 16 Years, 40% available	» AA, CAD/Technology » AA, Liberal Arts & Sciences	» Illuminating Engineering Society	» Sound Transit Federal Way Link Extension » TriMet Ruby Junction Yard Expansion » Bothell City Hall & Civic Center
ProDims LLC 520 Kirkland Way, Kirkland, WA 98033, 425.828.0500 ProDims is a construction management company operated by a group of experienced CM professionals providing estimating and project/construction management in the Pacific Northwest. ProDims is a Federally Certified Small Business Enterprise (SBE) and Certified as a Small Contractors and Supplier with the King County (SCS). ProDims cost estimators have extensive knowledge of the Pacific Northwest construction cost marketplace and have provided cost estimates for all types of construction projects.			
Dennis Teschlog , Cost Estimating Lead, Kirkland, WA, 31 Years, 30% available	» BS, Civil Engineering	» N/A	» C-TRAN Administration Building Remodel/Expansion & Maintenance Building Remodel/Expansion » C-TRAN Administration Remodel and Maintenance Expansion » Merrill Creek Operations Base Administration, Fuel Island and Bus Wash Buildings
Emerio Design, LLC (Emerio) 6445 SW Fallbrook Pl, Ste 100, Beaverton, OR 97008, 503.746.8812 Emerio is a full-service consulting firm specializing in civil and structural engineering, land surveying, and construction management. With expertise in infrastructure and facility improvements for site civil, utility, and transportation projects, Emerio is one of the northwest's largest MBE/DBE certified firms in the engineering industry and their experience includes more than 15 similar projects in the past seven years for TriMet and other transportation agencies.			
Dan Adsit, PLS, CWRE , Survey Lead, Beaverton, OR, 43 Years, 25% available	» AS, Land Surveying » AS, Earth Science	» PLS: OR » CWRE: OR	» TriMet Division BRT Corridor, Portland-Gresham » TriMet Regional ETC Design Services, Portland-Gresham » C-TRAN Mill Plain BRT

other relevant professional capabilities

Our team has a variety of professional capabilities that may be of added value to this project, including:

Zero Emissions Bus Transition Plan

To support a design that provides a degree of future proofing for a zero emissions bus (ZEB) future, the Waterleaf team can offer an added service to develop a ZEB transition plan for CAT. This plan would set a roadmap for CAT in making the transition from internal combustion to battery or fuel cell technologies. The plan would examine CAT's routes and identify appropriate propulsion technologies for each to outline the fleet mix needed in the future. This in turn would allow for identification of future infrastructure needed to support such a fleet both at the CAT facility and on route. We would examine the existing fleet age and develop the transition plan to account for planned turnover of the fleet and outline a capital investment plan to support the fleet transition to allow for future budgeting and grant pursuit. The Waterleaf team has done this for other clients in the region, including our current work for TriMet as part of developing their overall system master plan. We are excited to be able to offer this service as a value addition to CAT.

Presentation Graphics

Waterleaf utilizes modeling and rendering tools to visualize the project in 3D as it is being developed. From hand-drawn sketches to photorealistic images, we have the capabilities to create media appropriate to the project phase. Our presentations to the community and stakeholders will incorporate these renderings in a way that clearly conveys design intent.

Waterleaf utilizes modeling and rendering tools to visualize the project in 3D as it is being developed. The media we use is tied to the design phase. We begin with hand-drawn sketches and diagrams at the earliest stages in order to keep the concept simple and flexible. As the project develops we will create a 3D massing model to test the volumes and proportions of the spaces, and to obtain feedback on the general concept. Later, we will add materials, colors and textures to the model as the design develops.

When presentation images are desired for promotional purposes or community and stakeholder involvement we will prepare attractive visuals that clearly convey the design. Depending on preference, we will generate photorealistic renderings; or if a more artistic look is preferred, we can create the look of hand-drawn art. Waterleaf will tailor the style and detail of the graphics to best serve the purpose of their use.



Jon Styner AIA, LEED BC+C, Partner

PRINCIPAL-IN-CHARGE/PROJECT MANAGER (WATERLEAF)

registrations

Architect | Oregon, Washington

National Council of
Architectural Registration
Boards (NCARB)

affiliations

American Institute of Architects
Community Streetcar Coalition
Zero Energy Ready Oregon Coalition

education

Bachelor of Architecture
Washington State University

years of experience

42

location

Portland, OR

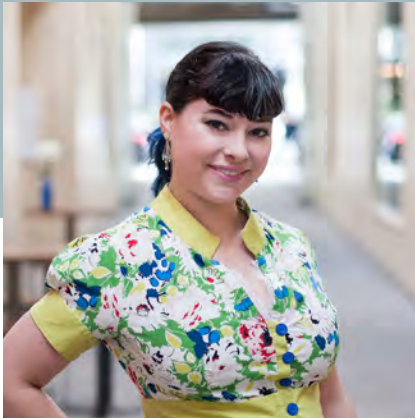
availability

40%

Jon has more than 35 years of experience managing, planning, and designing complex transportation and community-use facilities. As a young architect, he had the opportunity to study urban design with Danish architect and city planner Jan Gehl, one of the leading thinkers on the design of pedestrian-friendly cities. These lessons had a lasting impact in shaping Jon's passion for creating more livable and sustainable communities. His work with public agencies has provided extensive hands-on experience with complex permitting and community involvement processes. Jon brings an assurance of quality to every project through careful, detail-oriented project management. His focus is addressing client goals and objectives through cost effective, environmentally sensitive, well-organized projects that meet the needs of end-users and benefit the communities they serve.

relevant experience

- » Tacoma Link Hilltop Operations & Maintenance Facility Expansion | Sound Transit | Tacoma, WA
- » Transit Operations Facility Planning Study | Yamhill County Transit | Yamhill County, OR
- » Transit Operations Facility Site Selection Study | Canby Area Transit | Canby, OR
- » Powell LIFT Operations Facility | TriMet | Portland, OR
- » 4th Plain Boulevard BRT Maintenance Facility Expansion | C-TRAN | Vancouver, WA
- » First Hill Streetcar Operations & Maintenance Facility | Seattle Department of Transportation | Seattle, WA
- » Portland to Milwaukie Ruby Junction Operations & Maintenance Facilities Expansion | TriMet | OR
- » Eastside Streetcar Loop Operations & Maintenance Facility | City of Portland | Portland, OR
- » South Corridor Ruby Junction and Elmonica Light Rail Operations & Maintenance Facility Expansions | TriMet | OR
- » Del Webb Operation and Maintenance Base Expansion | Salem-Keizer Transit | Keizer, OR
- » 2030 Base Master Plan and Facility Needs Assessment | Pierce Transit | Pierce County, WA
- » Commuter Rail Station/SMART Transit Operations Facility Master Plan | City of Wilsonville/SMART | Wilsonville, OR
- » WES Commuter Rail Operations & Maintenance Facility | TriMet | Wilsonville, OR
- » Oliver Bowen Light Rail Operations & Maintenance Facility Functional Study | City of Calgary | Calgary, Canada
- » Waterfront Streetcar Expansion and Maintenance Facility Relocation Studies | King County METRO Transit | Seattle, WA
- » Tacoma Link Operations and Maintenance Facility | Sound Transit | Tacoma, WA
- » Center Street Base Expansion Study | TriMet | Portland, OR



Ellen Krusi Associate Partner

PROJECT DESIGNER

Ellen is an architect with a reverence for the past and vision for the future. Approaching the design process like a tailor, she knows that a successful project must be made to fit the unique shape and needs of the client with quality materials and expert construction. The relationship a building has with its users and local community and its impact on the environment are things she considers with every project. It is with this in mind that Ellen helps lead the efforts of our Greening Group and B-Corp Advisory Board to continuously raise the bar on our firm's standards of social and environmental performance. She also champions the design team for our art installations at the annual Portland Winter Light Festival.

registrations

Registered Architect
Oregon

education

Bachelor of Architecture
University of Oregon

years of experience

17

location

Portland, OR

availability

40%

relevant experience

- » Merlo Operator Layover Facility and Administration Building Expansion Concept Studies | TriMet | Beaverton, OR
- » Beaverton Transit Center Operator Layover Facility Expansion Concept Studies | TriMet | Beaverton, OR
- » Operations Facility Relocation Master Plan Concept Studies | Yamhill County Transit | McMinnville, OR
- » Sisters Maintenance Station | ODOT | Sisters, OR
- » Construction Services Building HVAC Upgrade | Bonneville Power Administration | Vancouver, WA
- » Meter Shop Relocation | Portland Water Bureau | Portland, OR
- » Powell Master Plan | TriMet | Portland, OR
- » Evacuation Maps | Port of Portland | Portland, OR
- » Rest Area Kiosk Concept Designs | Oregon Travel Information Council | OR
- » Captain Jack Substation Control House Addition | Bonneville Power Administration | Klamath Falls, OR
- » Lower Monumental Substation Control House Addition | Bonneville Power Administration | Kahlotus, WA
- » Multiple Wireless Broadcast Facilities | Verizon Wireless | Various Locations
- » Oregon State University Mobility Hub (in progress 60% design) | Oregon Cascades West Council of Governments | Corvallis, OR
- » Linn-Benton Community College Mobility Hub (in progress 60% design) | Oregon Cascades West Council of Governments | Albany, OR
- » Tenant Improvement Office Interiors | GSA Small Business Administration | Portland, OR
- » Regional Headquarters Concept Design | Pacific Northwest Regional Council of Carpenters | Tukwila, WA



Chris Hemmer PE

CIVIL ENGINEERING LEAD (WSP)

Chris is a supervising civil engineer and senior project manager with two decades of multidisciplinary civil engineering experience. He specializes in the design and delivery of major public works projects including mass transit systems such as light rail transit and bus rapid transit. Chris was recognized in 2013 on the ENR Northwest list of the top 20 under 40 engineers and on Mass Transit Magazine's list of the top 40 under 40 transit professionals. He is an acknowledged expert in the dynamics of buses and other heavy vehicles, and he has presented on the topic at American Public Transportation Association and Transportation Research Board conferences. Chris has experience managing and engineering projects at all phases of design from alternatives analysis through construction.

registrations

Professional Engineer
Oregon (53152PE)
Washington (41632)

education

BS, Civil Engineering
University of Portland

years of experience

26

location

Portland, OR

availability

40%

relevant experience

- » Fourth Plain Boulevard Rapid Transit Phase 2 Final Design Services | Vancouver, WA
- » Fourth Plain Transit Improvement Project Alternatives Analysis | Vancouver, WA
- » Ruby Junction Maintenance Facility Expansion Final Design and Construction Services | Portland, OR
- » South Metro Area Regional Transit Operations and Fleet Facility Final Design | Wilsonville, OR
- » Portland-Milwaukie Light Rail East Segment Preliminary Engineering | Portland, OR
- » Gateway Emerald Express Bus Rapid Transit Design | Eugene, OR
- » Springfield Bus Rapid Transit Station Design | Springfield, OR
- » Bus Rapid Transit Starter Line Final Design | Eugene, OR
- » Metropolitan Area Express Light Rail Final Design | Portland, OR
- » South-North Light Rail Transit Preliminary Engineering | Portland, OR
- » Eugene Transit Center | Eugene, OR
- » Westside Corridor Light Rail Transit | Portland, OR
- » RapidRide H Line Engineering, Planning, and Design Services | King County, WA
- » Bus Rapid Transit Corridor Design | Portland/Gresham, OR
- » On-Call Transit Planning, Analysis, and Design | King County Department of Transportation | King County, WA
- » On-Call Transportation Planning | King County Metro | King County, WA
- » On-Call Bus Rapid Transit Project Development | Community Transit | Snohomish County, WA
- » Madison Street Corridor Bus Rapid Transit Conceptual Design | Seattle, WA
- » West Eugene EmX Bus Rapid Transit Corridor Extension Design | Lane Transit | Eugene, OR
- » Swift II Bus Rapid Transit Feasibility Study | Community Transit | Everett, WA
- » Transit Station Redesign Engineering and Final Design | University of Oregon | Eugene, OR



Mike Martin

FUNCTIONAL PLANNING/BEB INFRASTRUCTURE/
OMF EQUIPMENT LEAD (WSP)

Mike is a technical specialist located with a wealth of experience developing asset management and facility maintenance plans for individual facilities and statewide agencies. Additionally, Mike has a background in writing and editing, which he uses to help the firm create clear, informative, and precise documents and communications. He also aids in designs and equipment layouts for building information modeling projects through the use of Autodesk Revit software. Mike's additional experience includes design criteria, compiling proposals, performing quality assurance, completing equipment research and layouts, and authoring asset maintenance programs.

education

BA, English
University of Houston

years of experience

15

location

Houston, TX

availability

20%

relevant experience

- » Fourth Plain Boulevard Rapid Transit Phase 2 Final Design Services | Vancouver, WA
- » Blue Line Light Rail Transit Extension Design | Minneapolis, MN
- » Facility Maintenance Plan Template | Department of Transportation | NC
- » Transit Facility Utilization Plan, Facilities and Operations Improvement Study, Oakland, CA
- » Mist Lake Facilities Plan Equipment and Vehicle Plan | Durham, NC
- » Wenatchee School District Vocational Training Facility Expansion | Wenatchee, WA
- » San Diego Association of Governments Blue and Orange Lines | San Diego, CA
- » East County Bus Maintenance Facility 70 Percent Design, San Diego, CA
- » Real Estate and Facilities Vision | San Francisco Municipal Transportation Agency | San Francisco, CA
- » Bus Maintenance and Operations General Engineering | North East Independent School District | San Antonio, TX
- » Capital Facilities Programming Design Services | Capital Metropolitan Transportation Authority | Austin, TX
- » Joint Public Works Maintenance Facility Design | City of Rochester | Rochester, MN
- » CyRide Ames Transit Facility Study | Ames, IA

similar projects

Detailed examples of projects performed within the last eight years are included on the following pages. In addition, the chart below illustrates the depth and breadth of relevant experience our team brings to your project, as well as our team members' collaboration on these types of project. We are accustomed to working together successfully on these types of projects and will be able to hit the ground running and efficiently manage our efforts on your project.

letters of reference

We work diligently to ensure each project meets or exceeds our clients' goals. We have included two recent letters of reference from clients following our similar projects (starting on page 25), as well as references for our similar project experience on pages 17 to 24. We would be happy to provide additional references upon request.

PROJECT	TEAM PARTICIPATION	RELEVANT FEATURES							
		ADMINISTRATION/ OPERATIONS	WASH BAYS	BATTERY ELECTRIC BUS (BEB)	EQUIPMENT COORDINATION	COST ESTIMATING	PERMITTING	CONSTRUCTION ADMINISTRATION	PUBLIC OUTREACH SUPPORT
TriMet Ruby Junction Operation and Maintenance Facility Orange Line Expansion	Waterleaf, WSP, Equilibrium, Interface, Reyes, Emerio	✓	✓		✓	✓	✓	✓	✓
TriMet Powell LIFT Operations Facility	Waterleaf, Interface (staff), Reyes, Emerio	✓	✓			✓	✓	✓	✓
City of Portland Streetcar Loop Operations and Maintenance Facility	Waterleaf, Interface, Reyes	✓	✓		✓	✓	✓	✓	✓
C-TRAN 4th Plain Boulevard BRT Operations & Maintenance Facility Expansion	Waterleaf, WSP, Equilibrium, ProDims				✓	✓	✓	✓	✓
City of Sandy Public Works and Transit Operations Facility	Waterleaf (lead), Interface, Reyes	✓	✓			✓	✓	✓	✓
TriMet Facilities System Master Plan	Waterleaf, WSP, Equilibrium, Reyes	✓	✓	✓	✓	✓			
Island Transit Operations Base Facilities	Waterleaf (lead), ProDims	✓	✓		✓	✓	✓	✓	✓
Community Transit Operating Base Renovation and Expansion	Waterleaf (lead), ProDims	✓	✓		✓	✓	✓	✓	✓
City of Vancouver Public Works Operations Center	WSP, Interface	✓	✓		✓	✓	✓	✓	
Sound Transit Tacoma Link Hilltop Operations & Maintenance Facility Expansion	Waterleaf	✓	✓			✓	✓	✓	✓
Canby Area Transit Operations Facility Site Selection Study	Waterleaf	✓	✓	✓		✓			
Yamhill County Transit Operations Facility Planning Study	Waterleaf	✓	✓	✓					
Metropolitan Transit System East County Bus Maintenance Facility	WSP	✓	✓	✓	✓	✓	✓	✓	
City of Rochester Central Garage and Operations Center	WSP	✓	✓	✓	✓	✓	✓	✓	
City of Wilsonville South Metro Area Regional Transit Operations and Fleet Facility Final Design	WSP	✓	✓		✓	✓	✓	✓	
San Bernardino Countywide Zero-Emission Bus Study	WSP			✓	✓	✓			



size

2.7 acres, 8,500 sf

schedule

2016 to 2018

performance

Delivered on time/within budget

key personnel participation

- » Jon Styner, Lead Architect
- » Flaviano Reyes, Electrical Engineer

reference

Jennifer Lyman
(Former TriMet Design Project
Manager)
Forest Engineer
USFS
16400 Champion Way
Sandy, OR 97055
jennifer.lyman@usda.gov
971.219.8110

lead firm

Emerio Design (Waterleaf was
consulting architect/architect
of record)

Powell LIFT Operations Facility

PORTLAND, OR | TRIMET

TriMet's LIFT paratransit service is a shared-ride public transportation service for people who are unable to use regular buses or light rail transit due to a disability or disabling health condition. To accommodate growing demand, TriMet relocated its LIFT operations facility from the Powell Garage site to the Powell MAX Station Park & Ride site. The facility allows for storage of the increased LIFT vehicle fleet and required reconfiguration of a portion of the Powell Park & Ride to accommodate storage of 140 LIFT vehicles, employee parking, 6,100-sf operations and dispatch building, 2,400-sf storage building, onsite stormwater treatment, and retaining wall.



size

8.6 acres; 16,300 sf (building addition)

schedule

2013 to 2017

performance

Delivered on time/within budget

key personnel participation

- » Jon Styner, Lead Architect
- » Chris Hemmer, Civil Engineer
- » JoMarie Farrell, Structural Engineer
- » Dennis Teschlog, Cost Estimating
- » Mike Martin, Facility & Maintenance Equipment Design

reference

Tim Shellenberger
Chief Maintenance Officer
C-TRAN
10600 NE 51st Circle
Vancouver, WA 98682
tim.shellenberger@c-tran.org
360.906.7371

lead firm

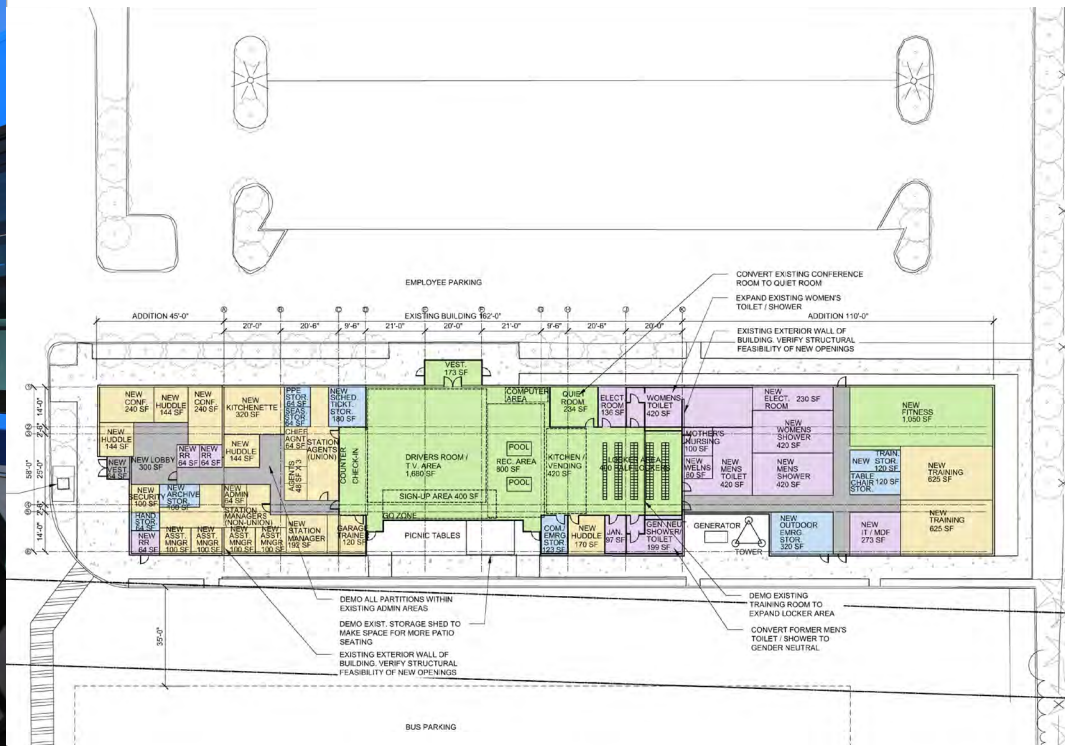
WSP (Waterleaf was consulting architect/architect of record)

4th Plain Bus Rapid Transit Operations & Maintenance Facility Expansion

VANCOUVER, WA | C-TRAN

Waterleaf was the local architect working with WSP's Fleet & Facilities Division from Houston on the expansion of this maintenance facility to accommodate the larger bus rapid transit (BRT) vehicles. The C-TRAN administration, operations, and maintenance base was initially constructed in 1982 on 8.6 acres of land for the purpose of operating and maintaining 100 fixed route buses.

C-TRAN projects that by 2030, system growth will require an increase in the number of vehicles on site to 126 fixed route buses and 120 paratransit vehicles. In addition, the new BRT service is expected to grow to a fleet of 25 BRT vehicles by 2030. The expansion was required to maintain a fleet of this size efficiently and accommodate the larger BRT vehicles. The project included additional fleet and employee parking, yard lighting upgrades, a 16,300-sf addition to the existing maintenance building to accommodate the BRT vehicles, and major renovations to the existing maintenance building.



Conceptual design for full BEB implementation (Task H)

size

N/A

schedule

2019 to Present

performance

All tasks on time/within budget to date

key personnel participation

- » Mike Martin, Bus Facility Design/BEB
- » Jon Styner, Lead Architect
- » Ellen Krusi, Design Architect

reference

Kate Lyman, AICP
Project Manager
TriMet
101 SW Main St, Suite 700
Portland, OR 97204
lymank@trimet.org
971.325.4842

lead firm

WSP (Waterleaf was consultant architect)

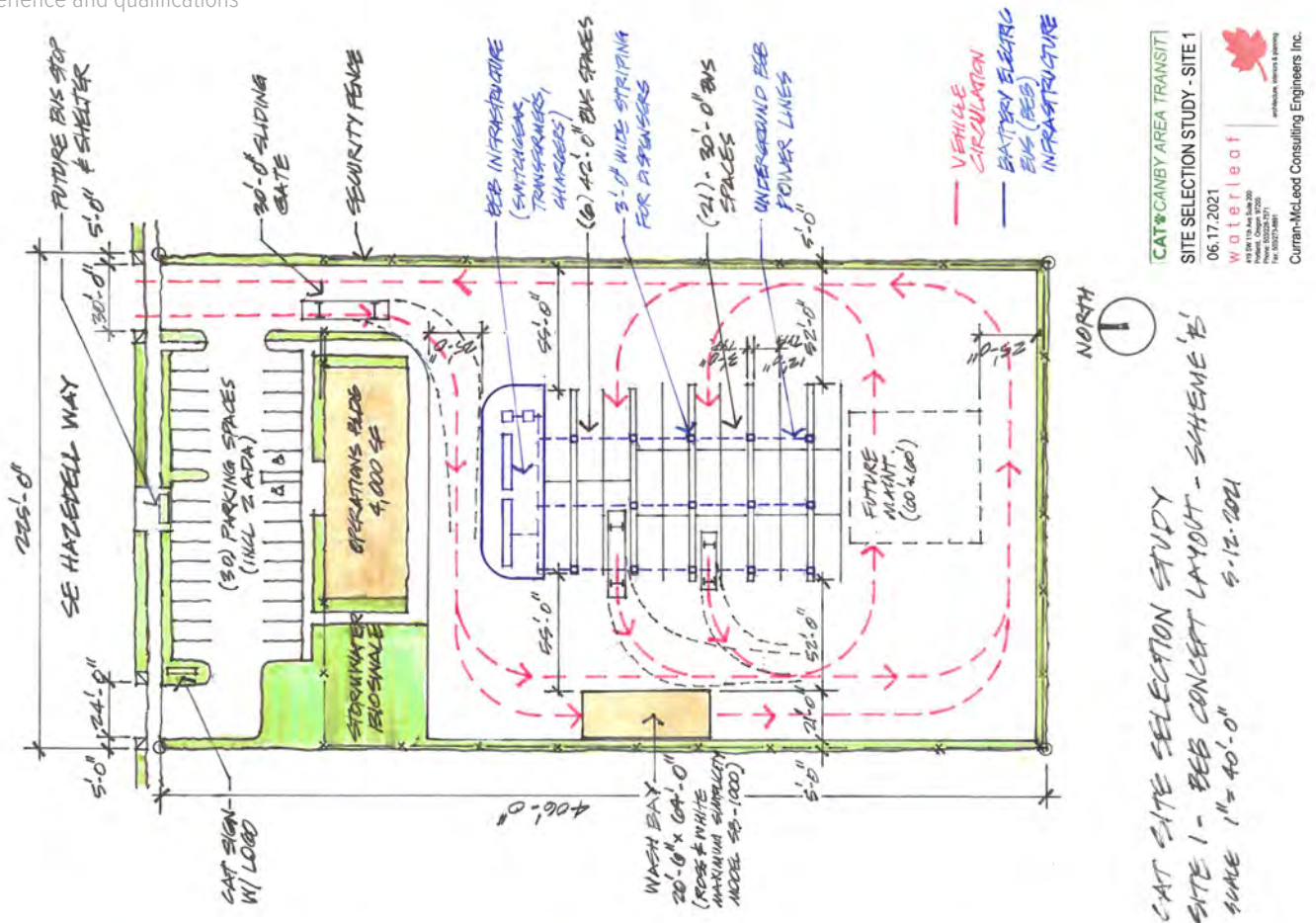
Facilities System Master Plan

PORTLAND, OR | TRIMET

Based on TriMet's high and low service growth projections, a flexible master plan is being developed for their facilities that aims to create a system-wide set of design criteria for all future facilities and renovations through 2040. As part of Task H (conceptual design for full BEB implementation), Waterleaf was asked to develop conceptual design options to accommodate the future needs for transit operations at TriMet's Merlo Bus Operations & Maintenance Facility. The current transit operations building is 9,500 sf, and the future program needs calls for 21,000 sf. Four initial schemes were developed, and two were selected by TriMet for further development and incorporated into the master plan in addition to full BEB implementation.

Our team also developed the master plan with ZEBs programmed for future growth. TriMet had a pilot fleet of BEBs operating from their Merlo site, and the team worked with TriMet to review this initial deployment and develop future-proof criteria to maximize zero-emissions solutions at each phase of the master plan.

WSP also performed a hydrogen fuel cell electric bus (FCEB) feasibility task to study multiple FCEB fueling and operating scenarios for TriMet. These include on-site facility hydrogen generation, centralized system hydrogen generation, or third-party deliveries of liquid hydrogen to fuel TriMet's fleet if FCEB's were to be utilized. Steam methane reform as well as electrolysis hydrogen generation were both studied for site and operational impacts and cost implications.



size

2.1 acres, 5,300 sf

schedule

2020 to 2021

performance

Delivered on time/within budget

key personnel participation

» Jon Styner, Project Manager/
 Lead Architect

reference

Curt McLeod, PE
 Senior Principal Engineer
 Curran-McLeod
 6655 SW Hampton Street, Suite 210
 Portland, OR 97223
 cjm@curran-mcleod.com
 503.684.3478

lead firm

Waterleaf (through Curran-McLeod
 engineering services contract with
 City of Canby)

Operations Facility Site Selection Study

CANBY, OR | CANBY AREA TRANSIT

Waterleaf was recommended by Curran-McLeod to assist Canby Area Transit (CAT) with a study of potential sites for a new transit operations facility. The study included program definition, site analysis, and conceptual planning of four potential sites. Following initial evaluation, the four sites were narrowed to two for further study and cost estimates. The program elements for the new facility include a 4,000-square-foot administration/operations building, vehicle washing to meet current environmental standards, a minimum of six 42-foot and twenty 30-foot spaces for bus parking and 30 spaces for employees and public vehicle parking. Following the initial study, Waterleaf Partner Jon Styner recommended that given the opportunities for federal infrastructure funding and other grants for zero-emission vehicles, the study be expanded to consider possible future conversion of the CAT fleet to BEB technology. Conceptual site layouts were developed for the two finalist sites to include the infrastructure to accommodate future transition to a full BEB fleet.



size

1.7 acre expansion, 19,000 sf

schedule

2016 to 2023

performance

Delivered on time/within budget

key personnel participation

» Jon Styner, OMF Design Architect

reference

Brian Patton
Design Manager
Sound Transit
401 S Jackson St
Seattle, WA 98104
brian.patton@soundtransit.org
253.508.0668

lead firm

Waterleaf

Hilltop Tacoma Link Operations & Maintenance Facility Expansion

TACOMA, WA | SOUND TRANSIT

The 2.4-mile Tacoma Link extension project includes seven new stations, five new vehicles, and an expansion of the existing operations and maintenance facility (OMF). The expansion provides additional maintenance and yard storage space to accommodate five new Tacoma Link vehicles, spare parts, and new vehicle maintenance equipment including a new in-ground wheel-truing machine, in-ground turntables, and 5,300 square feet of new office space for operations personnel. The facility expansion also includes new office space for operations and separate prefabricated paint booth and wash enclosure.



size

26,076 sf (lot)
9,776 sf (building)

schedule

2008 to 2012

performance

Delivered on time/within budget

key personnel participation

- » Jon Styner, PIC/Lead Architect
- » Andrew Lasse, Mechanical Engineer
- » Flaviano Reyes, Electrical Engineer

reference

Dan Bower
Executive Director
Portland Streetcar
1350 NW Lovejoy Street, Suite 280
Portland, OR 97209
dan.bower@portlandstreetcar.org
503.222.4200

lead firm

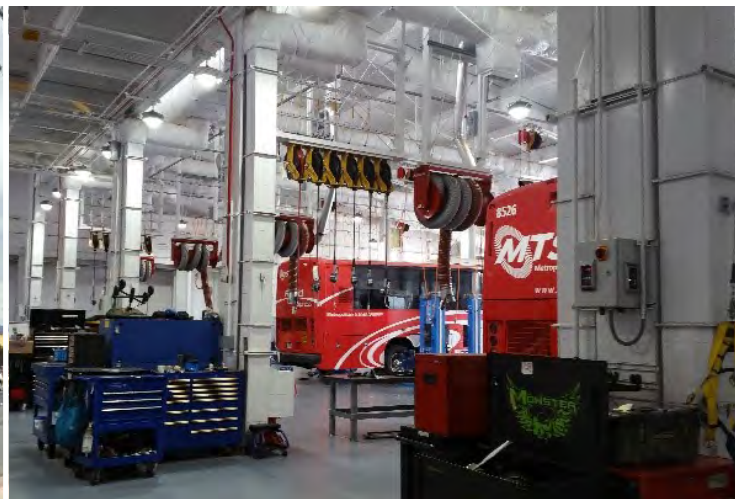
URS (Waterleaf was the OMF lead under the prime contract)

Streetcar Loop Operations and Maintenance Facility

PORTLAND, OR | CITY OF PORTLAND/PORTLAND STREETCAR, INC.

Waterleaf provided project management and architectural services for a new operations and maintenance facility as part of the Portland Streetcar Loop Expansion project. The facility accommodates maintenance functions, support space, and yard storage for an additional 15 vehicles. To meet the needs of these vehicles, Portland Streetcar, Inc. elected to construct the new facility on the block directly north of the existing Portland streetcar maintenance facility between NW Northrup and Overton Street.

The building is located under the I-405 bridge and had many challenges including space restrictions due to bridge columns and footings and daylighting utilization due to the shaded environment. To accommodate its location, the design pushed the office space up to the street to provide views and windows for the occupants. The project also incorporated energy saving measures including energy-efficient lighting, large windows into the shop for daylighting, energy-efficient equipment, and water-efficient fixtures. High-performance glazing was used at the west and south facades to mitigate heat gain and glare issues.



size

7 acres

schedule

2012 to 2018

performance

Delivered on time/within budget

key personnel participation

- » Mike Martin, Facility Design/ BEB (WSP)
- » Mark Probst, QA/QC (WSP)

reference

Eli Belknap
 Manager of Capital Projects
 Metropolitan Transit System
 1255 Imperial Avenue, Suite 1000
 San Diego, CA 92101
 eli.belknap@sdmts.com
 619.595.7039

lead firm

WSP & Kimley-Horn Joint Venture

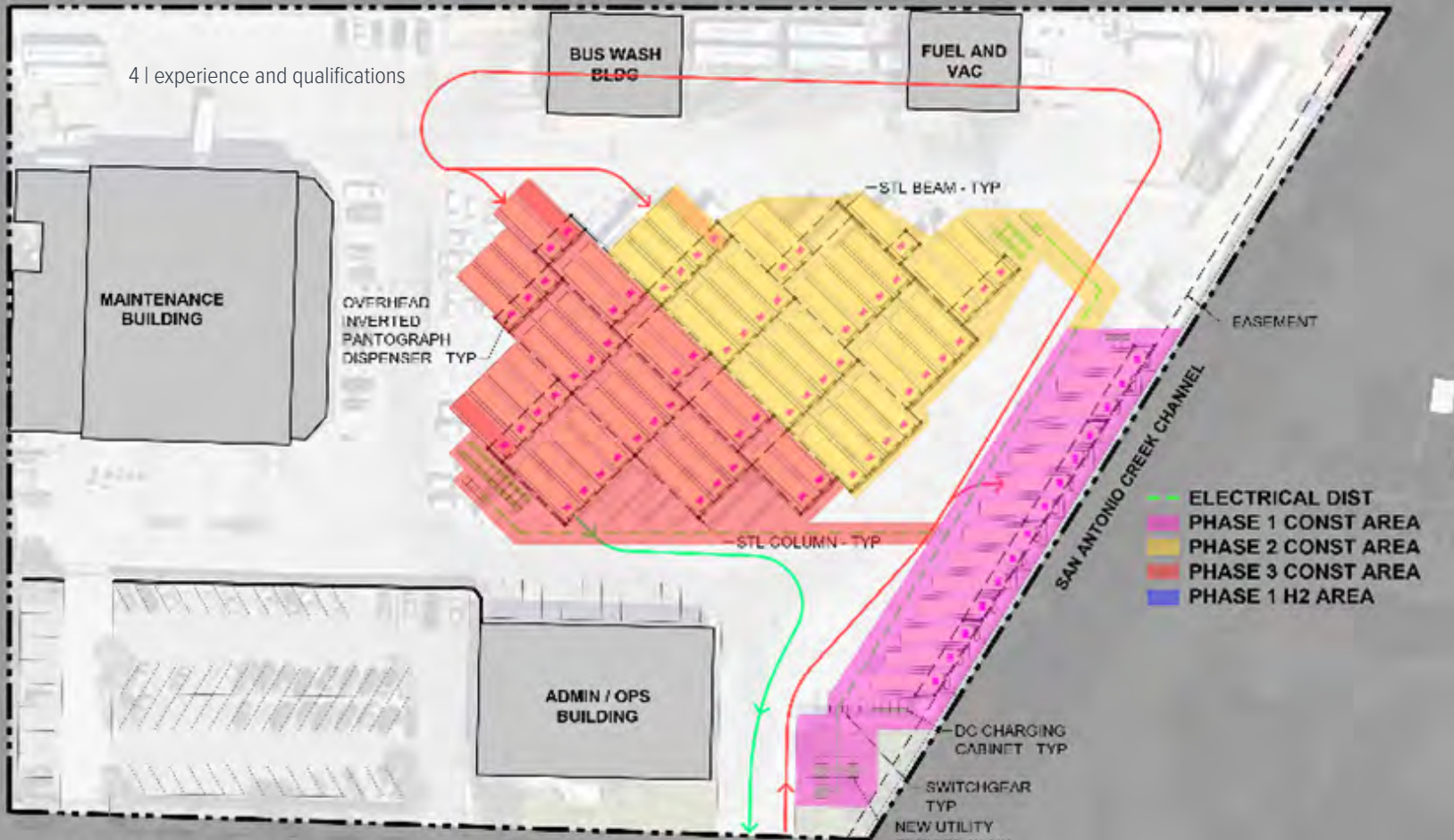
East County Bus Maintenance Facility

EL CAJON, CA | METROPOLITAN TRANSIT SYSTEM (MTS)

The focus of this project was to deliver a complete maintenance and operations building replacement and to fully develop and pave three adjacent parcels to act as a single site. Each of the three parcels had residual buildings and parking areas that were not designed or built specifically for transit operations and maintenance. MTS and their contract operators had retrofitted and modified the site and buildings over the years to be used for daily transit bus operations and maintenance 24 hours per day. However, they had reached the existing structures' limits to increase efficiency without major upgrades or facility replacement.

In addition to a new bus wash replacement, a new CNG compressor, and dispensing station, two fueling positions were added to the site to support the newly purchased 120 CNG bus fleet.

WSP provided full design of the replacement facility and site improvements, including architecture, MEP, structural, and shop equipment/transit specialty systems (compressed air, lubricant distribution, CNG fueling, wash, fare retrieval). The construction of the new facility and site improvements were designed and constructed in phases to allow existing operations to continue during the project's completion.

**size**

N/A

schedule

2019 to 2020

performance

Delivered on time/within budget

key personnel participation

» Mike Martin, Facility Design/ZEB (WSP)

reference

Rebekah Soto
SBCTA Management Analyst II
San Bernardino County
Transportation Authority
1170 W. Third Street, 2nd Floor
San Bernardino, CA 92410
rsoto@gosbcta.com
909.884.8276

lead firm

WSP

Countywide Zero-Emission Bus Study

SAN BERNARDINO COUNTY, CA | SAN BERNARDINO COUNTY TRANSIT AUTHORITY

WSP conducted a study to transition the fleets of the County's five transit bus operating agencies to zero-emission buses (ZEB) by 2040, in compliance with the California Air Resources Board's (CARB) new ICT Fleets Regulation.

The study considers the strengths and weaknesses of existing technology including battery electric buses (BEBs), which require capital infrastructure upgrades such as in-depot charging, power grid capacity enhancements, and bus range limitations due to battery capacity. Additionally, hydrogen fuel cell electric buses (FCEBs) also require capital infrastructure upgrades, such as hydrogen fuel production, storage, or sourcing, and limited supply due to its technological infancy. However, FCEBs offer similar range to legacy fueling technologies and allow for existing, long-distance routes to be completed without range concerns.

The WSP team has also developed multiple layouts with different combinations of ZEB technology options, including hydrogen fuel cell and battery electric buses, for each of the bus operations sites under the five included transit groups. The mixes considered which options could be phased concurrently with each other and how they would impact the existing fuel systems on site. Each of these layouts was designed to maximize efficiency of ongoing operations and allow the existing site to remain operational while the zero emissions vehicles were phased in over the lifetime of the plan's implementation.



**Forest
Service**

**Mt. Hood National
Forest**

**16400 Champion Way
Sandy, OR 97005**

File Code:

Date: June 23, 2023

Route To:

Subject: Reference Letter for Waterleaf Architecture work on TriMet Powell LIFT Operations Facility

To: City of Canby

In my former position as Senior Project Engineer at TriMet, I administered a contract with Waterleaf Architecture for design of the Powell LIFT Operations Facility. The Waterleaf team, led by Jon Styner was fantastic to work with and the project was a success. I would not hesitate to work with Waterleaf again and recommend them for your Operations Facility project.

Waterleaf's experience with all phases of transit operations and maintenance facilities allowed the project to move quickly through the program and needs assessment phases of the project. This was a complex project with many differing needs. Waterleaf was skilled in leading TriMet through conversations with internal stakeholders on both the operations as well as the maintenance divisions – this led to a design with buy in from internal work groups. Waterleaf was very responsive to TriMet's input from the various internal work groups and worked to understand their needs and incorporate that into the site and building design.

Throughout the Powell LIFT project, Waterleaf had a focus on relationships and had strong communication skills and productive coordination with the design team, TriMet (the client), and the construction contractor. I felt that this made the project go more smoothly.

TriMet gave Waterleaf an unusual request for this design to use common materials in uncommon ways so that we could provide aesthetic interest with no to little added cost. Typically, TriMet had used CMU construction for these types of non-public facing operations buildings. This project fronted I-205 in Portland so gave us a chance to create visual interest to the traveling public as well as a workplace employees could be excited about. Waterleaf excelled with this direction and the designers seemed excited about the prospect. We are all proud of how this project turned out.

Don't hesitate to reach out if you have any questions or want more information.

JENNIFER LYMAN

Digitally signed by JENNIFER
LYMAN
Date: 2023.06.23 14:20:05 -07'00'

Jenny Lyman, PE
Engineering & Fleet Staff Officer
Mt. Hood National Forest
Columbia River Gorge National Scenic Area



July 6, 2023

To Whom it May Concern,

I was the Senior Design Manager for Sound Transit for the Tacoma Hill Top Link Extension. I managed all the design consultants for the project including Waterleaf Architecture, who performed the facility design for the Operations and Maintenance Facility (OMF) addition as a subconsultant to HDR. This was a complex addition, as the original OMF had to be kept in operation during the construction and cutover to full operation of the entire facility.

The new addition also added a body shop with paint capability and a wash facility for all the Light Rail Vehicles. Extending the OCS from the existing bays to the new facility while allowing continued operation of the overhead crane was managed very well in the design and the start up.

Jon Styner and the staff of Waterleaf were very knowledgeable and good to work with as needs of the operations and maintenance group had to be addressed and incorporated while solving the intricacies of retrofitting as any upgrade would require.

Waterleaf worked collaboratively and tirelessly with Sound Transit, the City of Tacoma, and the required permitting agencies to create a design which ultimately achieved LEED Gold. It was a pleasure working with such a knowledgeable and well-organized team.

Sincerely,

Brian Patton, PE

Senior Design Manager, Sound Transit

hours and cost estimate

Jon Styner has worked closely with the team to prepare an estimate of hours and cost, based on our understanding of the scope of work. We understand that the project design scope includes:

- » Administration/operations building (4,000 SF)
- » Covered bus wash area with vehicle wash and sanitary drainage systems
- » Miscellaneous equipment and supplies storage area or room
- » Site/civil work including paving, street improvements, utilities, stormwater facilities, and landscaping
- » Infrastructure for future transition to battery electric bus (BEB) charging

Below is a summary of estimated hours and cost for each discipline by phase/task, followed by detailed breakdowns of hours and cost with assigned personnel listed by phase/task for Waterleaf and each subconsultant.

The hours and cost necessary for obtaining permit approvals are always difficult to estimate. We have included an allowance of \$15,000 in the cost estimate for assisting City staff with preparation of permit applications, responses to permit review comments, and other permitting coordination as required.

Given the anticipated scope of the project, including the infrastructure necessary for future BEB transition, and cost escalation since the original site selection conceptual cost estimating and project funding work, we believe the estimated hours and cost included are necessary to provide the City of Canby with the required professional design, engineering, and construction support services. If the Waterleaf team is selected, we will work diligently with CAT and the City of Canby to review the scope of work and available project funding and look for efficiencies to maximize cost effectiveness.

summary hours & cost estimate

PHASE/TASK	WATERLEAF ARCHITECT/ PROJECT MANAGEMENT	WSP USA INC CIVIL, OMF / BEB PLANNING & EQUIPMENT, LANDSCAPE ARCHITECTURE	INTERFACE MECHANICAL, PLUMBING	REYES (DBE) ELECTRICAL, LIGHTING	EQUILIBRIUM STRUCTURAL	PRO DIMS COST ESTIMATING	TOTAL
Task 1 - Schematic Design	\$43,240	\$21,818	\$5,230	\$8,687	\$7,810	\$5,614	\$92,399
Task 2 - Design Development: (50% Design)	\$46,200	\$53,246	\$7,680	\$11,608	\$9,020	\$7,485	\$135,239
Task 3 - Construction Documents (100% Design)	\$48,400	\$68,813	\$12,800	\$20,142	\$12,830	\$-	\$162,985
Task 4 - Permitting (Allowance)	\$-	\$-	\$-	\$-	\$-	\$-	\$15,000
Task 5 - Bidding/Construction Administration	\$35,400	\$19,464	\$11,100	\$14,334	\$8,100	\$-	\$88,398
SUBTOTAL FEES	\$173,240	\$163,341	\$36,810	\$54,771	\$37,760	\$13,100	\$494,022
EXPENSES	\$500	\$2,000	\$300	\$300	\$300	\$-	\$3,400
TOTAL	\$173,740	\$165,341	\$37,110	\$55,071	\$38,060	\$13,100	\$497,422

waterleaf architecture hours and cost estimate

	JON STYNER PIC / PM	ELLEN KRUSI PROJECT DESIGNER	TBD PROJECT ARCHITECT	SOPHIA GARBE JOB CAPTAIN	
PHASE/TASK	\$190.00	\$170.00	\$140.00	\$120.00	TOTAL
Task 1 - Schematic Design	100	120	0	32	252
Task 2 - Design Development: (50% Design)	80	60	80	80	300
Task 3 - Construction Documents (100% Design)	80	40	120	80	320
Task 4 - Permitting (Allowance)	0	0	0	0	0
Task 5 - Bidding/Construction Administration	80	20	120	0	220
SUBTOTAL HOURS	340	240	320	192	1,092
SUBTOTAL FEES	\$64,600	\$40,800	\$44,800	\$23,040	\$173,240
EXPENSES					\$500
TOTAL					\$173,740

wsp hours and cost estimate

	HEMMER ENGINEERING MANAGEMENT	JENKINS CIVIL	O'DONNELL CAD	BUSI GEOTECH	HILL LANDSCAPE	WARD ADMIN	MARTIN FACILITIES	KATUNGYI FACILITIES	
PHASE/TASK	\$244.50	\$103.92	\$145.59	\$145.53	\$159.84	\$126.25	\$185.43	\$113.77	TOTAL
Task 1 - Schematic Design	26	8	0	0	0	8	44	48	134
Task 2 - Design Development: (50% Design)	21	160	60	0	80	4	24	44	393
Task 3 - Construction Documents (100% Design)	18	200	100	0	80	4	36	80	518
Task 4 - Permitting (Allowance)	0	0	0	0	0	0	0	0	0
Task 5 - Bidding/Construction Administration	6	48	0	0	10	6	28	48	146
SUBTOTAL HOURS	71	416	160	0	170	22	132	220	1,191
SUBTOTAL FEES	\$17,360	\$43,231	\$23,294	\$-	\$27,173	\$2,778	\$24,477	\$25,029	\$163,341
EXPENSES									\$2,000
TOTAL									\$165,341

interface hours and cost estimate

	ANDREW LASSE PRINCIPAL	KELLY JOHNSON PROJECT MANAGER	CHRIS SCOTT SENIOR PLUMBING DESIGNER	JON SCHLITZ SENIOR FIRE SPRINKLER DESIGNER	TODD SCHENBECK SENIOR TECHNOLOGY DESIGNER	QUINLAN BELOG CAD/REVIT LEAD	DIANA SCHULZE SPEC WRITER/ADMIN	
PHASE/TASK	\$240.00	\$200.00	\$220.00	\$220.00	\$220.00	\$160.00	\$110.00	TOTAL
Task 1 - Schematic Design	2	10	8	0	4	0	1	25
Task 2 - Design Development: (50% Design)	1	12	10	0	8	4	4	39
Task 3 - Construction Documents (100% Design)	2	20	16	0	12	8	8	66
Task 4 - Permitting (Allowance)	0	0	0	0	0	0	0	0
Task 5 - Bidding/Construction Administration	0	22	16	0	10	2	6	56
SUBTOTAL HOURS	5	64	50	0	34	14	19	186
SUBTOTAL FEES	\$1,200	\$12,800	\$11,000	\$-	\$7,480	\$2,240	\$2,090	\$36,810
EXPENSES								\$300
TOTAL								\$37,110

reyes hours and cost estimate

	F. REYES PRINCIPAL/EOR	D. MILLER LOW VOLTAGE SPECIALIST	R. HARRISON QA/QC	W. FRANK ELECTRICAL ENGINEER	H. GURM LIGHTING DESIGNER	
PHASE/TASK	\$278.00	\$235.00	\$229.00	\$209.00	\$201.00	TOTAL
Task 1 - Schematic Design	12	5	3	9	8	37
Task 2 - Design Development: (50% Design)	14	8	4	12	12	50
Task 3 - Construction Documents (100% Design)	16	10	8	32	24	90
Task 4 - Permitting (Allowance)	0	0	0	0	0	0
Task 5 - Bidding/Construction Administration	4	12	4	30	16	66
SUBTOTAL HOURS	46	35	19	83	60	243
SUBTOTAL FEES	\$12,788	\$8,225	\$4,351	\$17,347	\$12,060	\$54,771
EXPENSES						\$300
TOTAL						\$55,071

equilibrium hours and cost estimate

PHASE/TASK	LEIF ERICKSON PRINCIPAL	JOMARIE FARRELL ASSOCIATE / PROJECT MANAGER	MARK FORSTER BIM MANAGER & DRAFTER	TOTAL
	\$185	\$160	\$105	
Task 1 - Schematic Design	2	36	16	54
Task 2 - Design Development: (50% Design)	4	36	24	64
Task 3 - Construction Documents (100% Design)	4	48	42	94
Task 4 - Permitting (Allowance)	0	0	0	0
Task 5 - Bidding/Construction Administration	0	48	4	52
TOTAL HOURS	10	168	86	264
TOTAL FEES	\$1,850	\$26,880	\$9,030	\$37,760
			EXPENSES	\$300
			TOTAL	\$38,060

prodims hours and cost estimate

PHASE/TASK	DENNIS TESCHLOG COST ESTIMATOR	TOTAL
	\$233.92	
Task 1 - Schematic Design	24	24
Task 2 - Design Development: (50% Design)	32	32
Task 3 - Construction Documents (100% Design)	0	0
Task 4 - Permitting (Allowance)	0	0
Task 5 - Bidding/Construction Administration	0	0
TOTAL HOURS	56	56
TOTAL FEES	\$13,100	\$13,100
EXPENSES		\$-
TOTAL		\$13,100

“During design they listen to our needs, understand TriMet requirements, and always respond with accommodating facility design. During construction they always provide detailed problem-solving assistance to construction problems. Their solutions are cost effective and timely in order to maintain construction schedules and limit delays.”

RICK KINDIG
MANAGER, MAINTENANCE OF WAY
OPERATIONS
TRIMET

Required attachments are included on the following pages:

1. Proposal Certification (Exhibit A)
2. Certification Statement for Corporation or Independent Contractor (Exhibit B)
3. Proposer Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
4. Certification of Insurance Requirements (Exhibit D)
5. References (Exhibit E)

EXHIBIT A – PROPOSAL CERTIFICATIONS

The undersigned hereby proposes and if selected agrees to furnish the services described in accordance with the RFP, exhibits, attachments, and addenda, if applicable, for the term of the Agreement and certifies that the proposer is not in any way involved in collusion and has no known actual or apparent conflict of interest in submitting a proposal.

Certifications

Non-Collusion The undersigned Proposer hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, potential Proposer, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Proposers or potential Proposers, or to secure through any unlawful act an advantage over other Proposers or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Proposer without consultation with other Proposers or potential Proposers or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Proposers or potential Proposers on the part of the Proposer, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination The undersigned Proposer has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

Conflict of Interest The undersigned Proposer and each person signing on behalf of the Proposer certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposals, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Proposer's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the City, and all other Proposer's submittals.

Proposer must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Proposer must disclose any current or past relationship as a City of Canby employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged Business Enterprises (DBE)

(Check applicable box): ☐ Yes ☒ No **Type of DBE**

Reciprocal Preference Law –

Residency (check one box): ☒ Resident Proposer ☐ Non-Resident Proposer

Addenda Acknowledgement – No addenda were issued

No. _____ Dated _____ No. _____ Dated _____ No. _____ Dated _____

Signature Block

The undersigned hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Jon Styner AIA, LEED AP BD+C | Partner

Contractor Name/Title

503.228.7571

Telephone Number

419 SW 11th Ave, Suite 200 | Portland, OR 97205

Mailing Address, City, State, Zip

93-0655789

Tax Identification No.

N/A

Fax Number

jons@waterleaf.com

Email Address



Contractor Signature

September 6, 2023

Date

EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

☐ Corporation ☒ Limited Liability Company ☐ Partnership ☐ Nonprofit Corporation
Authorized to do business in the State of Oregon

Signature: _____

Title: _____

Jon Styner AIA, LEED AP BD+C Partner

Date _____

September 6, 2023

B. Contractor is a Sole Proprietor Working as an Independent Contractor

Contractor certifies under penalty of perjury, that the following statements are true:

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- ☐ A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- ☐ B. Contractor bears the risk of loss related to the services provided under this Contract.
- ☐ C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- ☐ D. Contractor makes a significant financial investment in the business.
- ☐ E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature: _____

Name/Title: _____

Date: _____

EXHIBIT C - PROPOSER REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the proposer to complete and sign this form may result in the rejection of the submitted offer. The proposer will notify the City within 30 days of any change in the information provided on this form.

The proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If proposer is unable to attest to any of the statements in this certification, proposer must attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the proposer from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON: *(notarization is not required)*

Contractor Signature:  Date: September 6, 2023

Name/Title Jon Styner AIA, LEED AP BD+C | Partner

Company Name: Waterleaf Architecture, Inc.

Phone: 503.228.7571 Email: jons@waterleaf.com

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below.

Evidence of Insurance should be attached to this form.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of- state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

☐ Check this box if Contractor is exempt and provide qualified reason: _____

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Contractor shall provide **Tail Coverage**.

☐ If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

☒ Required by City ☐ Not Required by City (Needs Finance Insurance Review and Approval.)

Commercial General Liability insurance with coverage satisfactory to the City on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".** A combination of primary and **Excess/Umbrella insurance** may be used to meet the required limits of insurance.

☐ If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

☐ If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

☒ Required by City ☐ Not Required by City (Needs Finance Insurance Review and Approval.)

Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$2,000,000.** Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

☐ If this box is checked, the limits shall be \$1,000,000 per occurrence.

☐ If this box is checked, the limits shall be \$5,000,000 per occurrence.

☒ Required by City ☐ Not Required by City (Needs Finance Insurance Review and Approval.)

Pollution Liability covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**

☐ Required by City ☒ Not Required by City (Needs Finance Insurance Review and Approval.)

Cyber Liability - Technology Errors & Omissions, Network Information Security & Privacy Liability for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. **Coverage must include limits of not less than \$5,000,000.**

☐ Required by City ☒ Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

Additional Insured - The City must be listed as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

Description of Operations shall state: "Project Name: The City of Canby, its officers, employees and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions and exclusions." A copy of the endorsement shall be attached to the Certificate of Liability Insurance. Contractor shall provide complete copies of insurance policies if requested by the City.

Certificate holder shall be listed as: City of Canby, P.O. Box 930, Canby, OR 97013.

Insurance Renewals – The Certificate of Insurance renewal should be emailed to City of Canby, Finance Department.

Signature Block:

Contractor's Acceptance: 

Date: September 6, 2023

Company Name: Waterleaf Architecture, Inc.



WATEARC-03

DODAKELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2023

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

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

PRODUCER Hub International Northwest LLC 9340 Sw Beaverton Hillsdale Highway Suite A Beaverton, OR 97225		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: Sheryl.Burrows@hubinternational.com		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE			
		INSURER A : Ohio Security Insurance Company			
		INSURER B : Ohio Casualty Insurance Company			
		INSURER C : SAIF Corporation			
		INSURER D : Admiral Insurance Company			
		INSURER E :			
		INSURER F :			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS57683505	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 BPP \$ 351,074
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS57683505	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			ESO57683505	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	785165	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O / Professional			EO000053194-03	1/1/2023	1/1/2024	Each Claim \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Waterleaf Architecture, LLC
 419 SW 11th Ave Suite 200
 Portland, OR 97205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eui Akraak

ACORD 25 (2016/03)

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EXHIBIT E - REFERENCES

Proposer Name: Waterleaf Architecture, Inc.

Provide complete references with telephone numbers and email below. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages if needed.

REFERENCE 1

<u>Sound Transit</u>	<u>253.508.0668</u>
Organization Name	Phone
<u>Brian Patton</u>	<u>brian.patton@soundtransit.org</u>
Contact Person	Email (needed for reference checks)
<u>Union Station, 401 S Jackson St, Seattle, WA 98104</u>	<u>2016 to Present</u>
Mailing Address:	Contract Term:
<u> </u>	<u> </u>

Project Description:

Waterleaf was the architect for Sound Transit's Hilltop Tacoma Link extension stations and operations and maintenance facility.

REFERENCE 2

<u>TriMet</u>	<u>503.998.9650</u>
Organization Name	Phone
<u>Jennifer Lyman</u>	<u>lyman.jenny.c@gmail.com</u>
Contact Person	Email
<u>N/A</u>	<u>2016 to 2018</u>
Mailing Address:	Contract Term:
<u> </u>	<u> </u>

Project Description:

Waterleaf was the architect for TriMet's Powell LIFT (Paratransit) operations facility.

REFERENCE 3

<u>TriMet</u>	<u>503.962.2193</u>
Organization Name	Phone
<u>Ali Al Sahaf</u>	<u>alsahafa@trimet.org</u>
Contact Person	Email
<u>N/A</u>	<u>2019 to 2021</u>
Mailing Address:	Contract Term:
<u></u>	

Project Description:

Waterleaf was the project manager/architect for replacement of bus hoists at three bus bays at TriMet's Merlo operations and maintenance facility.

REFERENCE 4

<u>King County Metro</u>	<u>206.477.7563</u>
Organization Name	Phone
<u>Janine Robinson (formerly with Pierce Transit)</u>	<u>janirobinson@kingcounty.gov</u>
Contact Person	Email
<u>201 S Jackson St, Seattle, WA 98104</u>	<u>1999 to 2002 and 2008 to 2010</u>
Mailing Address:	Contract Term:
<u></u>	

Project Description:

Waterleaf was the architect for Pierce Transit's 2020 base expansion master plan and maintenance facility expansion completed in 2002. Waterleaf was also the project manager and architect for Pierce Transit's 2030 base master plan completed in 2010.



waterleaf architecture

419 SW 11th Avenue, Suite 200 | Portland, OR 97205
503.228.7571 | waterleaf.com