

**RESOLUTION NO. URR 12-017**

**A RESOLUTION AUTHORIZING A PERSONAL SERVICES AGREEMENT BETWEEN THE CANBY URBAN RENEWAL AGENCY AND FLETCHER FARR AYOTTE (FFA) ARCHITECTURE TO PROVIDE ARCHITECTURAL AND DESIGN SERVICES FOR THE CONSTRUCTION OF THE NEW LIBRARY, CITY HALL RENOVATION AND EXISTING LIBRARY RENOVATION.**

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

**WHEREAS**, the Agency has been directed to undertake the redevelopment of a new library and renovated City Hall located on a site at NW 2<sup>nd</sup> Avenue between Holly and Ivy Streets; and

**WHEREAS**, the Agency issued a Request for Proposals, RFP No. 003, soliciting Architectural and Engineering services for a new library and renovated City Hall; and

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

**WHEREAS**, the Agency staff and FFA Architecture have agreed to terms and conditions for Architectural and Engineering services as expressed in the form of a Personal Services Agreement attached to this Resolution as Exhibit A and by this reference incorporated herein;

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

1. The Agency authorizes the Personal Services Agreement between the Agency and FFA Architecture in the form attached as Exhibit A; and
2. The Executive Director of the Agency is authorized and directed to execute the Personal Services Agreement on behalf of the Agency and to carry out such necessary actions to complete the Agency's obligations under said Personal Services Agreement.

This Resolution shall take effect on December 12, 2012.

ADOPTED this 12th day of December, 2012, by the Canby Urban Renewal Agency.



Richard Ares  
Chair

ATTEST:



Sue Ryan, CMC  
Deputy City Recorder

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CANBY URBAN RENEWAL AGENCY (Agency) and Fletcher, Farr and Ayotte Architecture and Interiors, Inc. (FFA) (Contractor).

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

The Parties Agree as Follows:

1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A" FFA fee proposal for professional design services dated November 28, 2012, attached hereto.
2. Contractor Identification. Contractor shall furnish to Agency its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as Agency deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business with the Agency. Contractor agrees to obtain a Canby business license prior to commencing work under this Agreement.**
3. Compensation:
  - A. Agency agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" FFA fee proposal for professional design services dated November 28, 2012, attached hereto. The Contractor agrees that a total fee of \$684,880.00 for professional design services for the New Canby Library, renovated City Hall, existing Canby Police Station, Parking Lots, existing Canby library renovation, \$30,000.00 for professional design services for the library / City Hall FF & E design and \$13,500.00 budgeted for reimbursable expenses for a grand total fee of \$728,380.00, is the not to exceed price of this Agreement, without prior written approval from the Agency.
  - B. Agency agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the Agency may be withheld pending settlement.
  - C. Agency certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.

4. Contractor is Independent Contractor.
  - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
  - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
  - C. Contractor hereby represents that no employee of the Agency, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from Agency. Agency, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this Agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of Agency. All work performed by Contractor under this Agreement shall be the property of the Agency. Agency agrees that the Contractor may use its work in other assignments if all Agency data and references are removed.
7. Term.
  - A. This Agreement is effective December 12, 2012. This Agreement will terminate on June 30, 2015, unless terminated earlier or extended.
  - B. This Agreement may be terminated by:
    1. Mutual written consent of the parties; or
    2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person; or
    3. Agency, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:
      - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof;
      - b. If Contractor fails to abide by the terms of this Agreement; or
      - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in Agency's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
  
9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
  - A. For General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby/Canby Urban Renewal Agency as an additional insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
  
  - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby/Canby Urban Renewal Agency as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this Agreement.
  
  - C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.**). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
  
  - D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.
  
10. Access to Records. The Contractor shall maintain, and the City of Canby Urban Renewal Agency ("Agency") and its duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the Agency.
  
11. Audits. (a) The Agency, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 10, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the Agency.
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the Agency may pursue remedies provided under section 13, **Early Termination of Agreement** and section 15, **Remedies**.
12. Order of Precedence. This contract consists of the terms and conditions of this contract, the Request for Proposals (RFP) issued by the Agency, if any, and the Contractor's proposal in response to the RFP. In the event of any apparent or alleged conflict between these various documents, the following order of precedence shall apply to resolve the conflict: a) this contract's terms and conditions, b) the Agency's RFP, and c) the Contractor's proposal in response to the RFP.
13. Early Termination of Agreement. (a) The Agency and the Contractor, by mutual written agreement, may terminate this Agreement at any time.  
(b) The Agency, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.  
(c) Either the Agency or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.
14. Payment on Early Termination. (a) In the event of termination under subsection 13(a) or 13(b), **Early Termination of Agreement** hereof, the Agency shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.  
(b) In the event of termination under subsection 13(c), **Early Termination of Agreement** hereof, by the Contractor due to a breach by the Agency, then the Agency shall pay the Contractor as provided in subsection (a) of this section.  
(c) In the event of termination under subsection 13(c), **Early Termination of Agreement** hereof, by the Agency due to a breach by the Contractor, then the Agency shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.  
(d) In the event of early termination all of the Contractor's work product will become and remain property of the Agency.
15. Remedies. (a) In the event of termination under subsection 13(c), **Early Termination of Agreement**, hereof, by the Agency due to a breach by the contractor, then the Agency may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay the Agency the amount of the reasonable excess.  
(b) The remedies provided by the Agency under section 13, **Early Termination of Agreement** and Section 15, **Remedies** for a breach by the Contractor shall not be exclusive. The Agency also

shall be entitled to any other equitable and legal remedies that are available.

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

16. a. Indemnity – Claims for other than Professional Liability. Contractor shall defend, save, and hold harmless the Agency, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the Agency for any claims or losses arising out of death, or bodily injury to persons, or property damage caused by the negligence of the Agency.
- b. Indemnity – Claims for Professional Liability. Contractor shall defend, save, and hold harmless the Agency, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and sub-consultants, agents or employees in performance of professional services under this agreement. Nothing in this section requires the Contractor or its insurer to indemnify the Agency for any claims or losses caused by the negligence of the Agency.
- c. Indemnity – Standard of Care. If Contractor's services involve engineering or consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.
17. Legal Expense. In the event legal action is brought by Agency or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
18. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
19. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
20. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
21. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall

AGENCY: Greg Ellis, Director  
Canby Urban Renewal Agency  
PO Box 930  
182 N. Holly Street  
Canby, OR 97013

CONTRACTOR: Troy Ainsworth, Principal  
FFA Architecture & Interiors, Inc  
502 SW Yamhill, Suite 900  
Portland, OR 97201

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

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

CONTRACTOR: FFA  
Troy Ainsworth, Principal

CANBY URBAN RENEWAL AGENCY:  
Greg Ellis, Director

By: \_\_\_\_\_

By: Greg Ellis

Date: \_\_\_\_\_

Date: 12-9-12

Approved as to form:

Jeannette M. Launer  
Jeannette Launer, Agency Counsel

**LIST OF SUBCONTRACTORS**

*As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.*

<b>Name of Business</b>	<b>Address</b>	<b>Phone</b>	<b>Architectural / Engineering Lic#</b>
Altermatt Associates, Inc. Russell N. Altermatt, P.E.	6745 SW 13 <sup>th</sup> Ave. Portland, OR 97219	503-221-1044	Acoustical Engineering, OR #10156

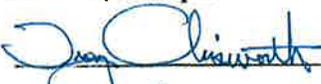
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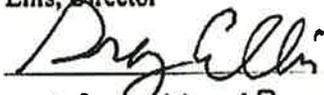
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CONTRACTOR: FFA  
Troy Ainsworth, Principal

By:   
Date: 12/13/12

CANBY URBAN RENEWAL AGENCY:  
Greg Ellis, Director

By:   
Date: 12-14-12

Approved as to form:

  
Jeannette Launer, Agency Counsel

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CardnoWRG Jeffrey Shoemaker	5415 SW Westgate Dr., Suite 100 Portland, OR 97221	503-419-2500	Engineering OR# 80059PE
Architectural Cost Consultants, LLC Stan Pszczolkowski AIA	8060 SW Pfaffle St., Ste 110 Tigard, Or 97223	503-718-0075	N/A
MKE and Associates, Inc. Stephen M. Lockhart, PE	6915 SW Macadam Ave, Suite 200 Portland, OR 97219	503.892.1188	OR #16,651
M+NLB (Mazzetti and Associates) Karl Atteberry, PE	520 SW 6 <sup>th</sup> Ave. Suite 500 Portland, OR 97204	503-601-5957	Lic# 17786
Kress Consulting Lucien Kress	1526 N.E. Alberta Street #234 Portland, Oregon 97211	503-345-3343	N/A
DCI Engineers Wade Younie	400 S.W. 6 <sup>th</sup> Ave., Suite 605 Portland, Oregon, 97204	503-242-2448	OR# 12219

The Canby Urban Renewal Agency hereby approves the above listed subcontractors.

  
Name

12-14-12  
Date

## EXHIBIT A

November 28, 2012

Francis C Berg Architects  
6393 Silverton Road, N.E.  
Salem, Oregon 97305

Attn: Bill Harper

Re: New Canby Public Library, Renovated City Hall and Existing Library Renovation  
Proposal for Professional Design Services

Dear Mr. Harper,

We are delighted that the City of Canby URA selected FFA to complete the New Canby Public Library & Renovated City Hall and related projects. We have assembled a fee proposal to perform the design, construction documents, and construction administration services for the completion of the work described in the following project description.

1. New Canby Public Library

New 22,000 +/- square foot library building located directly east and connected to the existing 1937 Canby City Hall. This building will provide full community library services and will include areas / spaces for: Public support areas such as lobby, restrooms, automated checkout, copy, display and 'Friends of the Library' retail space, small kitchen, large group meeting rooms, conference rooms, study rooms, media collection space for children, young adults, adults, Spanish language, and other collections, staff support areas for offices, work stations, receiving / processing work areas, staff lounge and restrooms and building support spaces for mechanical, electrical, telecom and custodial/ maintenance.

It is anticipated to be a one story building with shared lobby and joint public services for the adjacent renovated Canby City Hall.

2. Canby City Hall Renovation

The Canby City Hall building was built in 1937. The planned renovation will be for use as the city council chambers and accessory spaces. All public buildings over 50 years old are required to have an historic assessment in compliance with State Historic Preservation Office (SHPO) criteria. This is a one story building with a full basement (original Canby police station) which will probably remain administrative storage space. The renovation will include code compliance upgrades, seismic upgrades, full mechanical, plumbing and electrical upgrades.

### 3. Existing Canby Police Station

In order to clear the site for construction of the new library, the city will need to vacate the current City Hall and two existing buildings, The Canby Area Transit (CAT) building and existing Canby Administrative Office building. The CAT and administrative office building will be torn down as part of the site prep for the new library. It is proposed that the existing police station adjacent to the site be renovated (to the minimal extent possible) for the temporary location for City of Canby administrative offices. The police station was occupied through spring of this year, so it is anticipated that required renovation will be minor in scope. We recommend that the condition of the building systems be assessed by the project engineers to assure that they are adequate for the intended 'temporary occupancy' by the City of Canby administrative offices. FFA and the consultant team will provide space planning, design and construction documents and construction administration as necessary to prepare the building for this use.

### 4. Parking Lots

Upon completion of the New Canby Public Library and the renovation of the existing Canby Public Library building for new City of Canby administration offices, the existing old Canby Police Station will be demolished and an on-grade city parking lot will be constructed. To the east of the existing Canby Utility Board building the space parking lot will be re-built for use by the Canby Utility Board.

FFA and the consultant team will provide design, construction documents, and construction administration services for both parking lots.

### 5. Existing Library Renovation for City Administration Offices.

Upon completion of the New Canby Library, the Existing Canby Library will be renovated into the Canby City Administration Building. This renovation will include structural upgrades recommended in the August 2012 assessment and will include mechanical, plumbing and electrical upgrades required to upgrade the building for the new administration offices. FFA has the preliminary program and has completed a 'test-fit' of this program in the existing building. We anticipate that the program will be updated by the city staff and FFA will work this new program to finalize the design.

FFA and the consultant team will provide design, construction documents, and construction administration services for this part of the project.

#### **Existing Documentation:**

- Site Survey

The City of Canby URA will provide a site survey of the existing city block bounded by First and Second Avenue and North Holly and North Ivy Streets.

We do not anticipate the need for a survey of the existing Canby Library building at this time.

- **Geotechnical Report**

The City of Canby URA will provide a geotechnical report for the proposed site, including existing parking lots.

We do not anticipate the need for a geotechnical report of the existing Canby Library building at this time.

- **City of Canby Administration Space Program**

The City of Canby has developed a preliminary space program as of the summer of 2012. The final program will need to be provided to FFA prior to commencing design work.

**Project Delivery Schedule:**

- FFA proposes to deliver the project documents per the schedule provided in our RFP response and attached to this proposal. This schedule will need to be revised based on the final date of Notice To Proceed from the City of Canby.

**Outline Project Scope:**

- **Programming** – FFA to work with the city’s library design team to finalize the project program and gather specific focus group requirements.
- **Schematic Design (SD)** – Based on the mutually agreed-upon program, schedule and construction budget requirements, FFA shall prepare SD documents consisting of drawings and other documents illustrating the scale and relationships of project components. FFA shall provide a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.
- **Design Development (DD)** – Based on approval of the SD package and any adjustment authorized by the owner, FFA shall prepare the DD package for approval by the owner. This package shall consist of drawings, and other documents to fix and describe the size and character of the project. Included in the package will be: architectural, structural, mechanical, plumbing, electrical, civil, landscape and other systems and elements as may be appropriate.
- **Construction Documents (CD)** – Based on approval of the DD package and any adjustment authorized by the owner, FFA shall prepare the CD package for approval by the owner. This package shall consist of drawings, specifications and other documents setting forth in detail the requirements for the construction of the project. Included in the package will be final ‘stamped’: architectural, structural, mechanical, plumbing, electrical, civil, landscape and other systems and elements as may be appropriate.
- **Permitting / Bidding** – Based on approval of the CD package and any adjustment authorized by the owner, FFA shall assist the owner in obtaining bids or negotiated proposals, respond to plan review comments, review substitution requests in coordination with Canby URA’s approval and issue addenda.
- **Construction Administration** – Advise and consult with the owner during the administration of the Contract for Construction. Visit the site at intervals appropriate to the stage of the contractor’s operations, to become generally familiar with and to keep the owner informed about the progress and

quality of the portion of the work completed. Review contractor submittals, shop drawings, product data and samples, RFI responses, site observation, substantial completion review, review of record drawings based on Contractor as-built submittals. Review the contractor's progress application for payment amounts. Assist in preparing Request for Proposals, Construction Change Directive and Change Orders.

- **Post Construction / Closeout** – FFA will assist the owner on close out issues including: final completion walk through, reviewing project record documents and O and M manuals, reviewing final payment applications and one year warranty walkthrough.

#### **SERVICES INCLUDED IN SCOPE:**

The following items are included in the scope of the design team's design services. This is not an inclusive list of design tasks; these items have been detailed so that the scope of design services is clarified.

- **Historical Assessment** and coordination with State Historic Preservation Office (SHPO) for the existing City Hall building.
- **Programming, Planning and Community Review** for New Canby Public Library including (5) public meeting /presentations, meeting with library staff and focus groups.
- **Architectural Design and Documentation** including compliance with applicable codes for the New Canby Public Library, renovated City Hall, (2) adjacent parking lots, renovated existing Canby Library building and as required for the temporary use of the existing old Canby Police Station.
- **Civil and Landscape Design and Documentation** for the New Canby Public Library, renovated City Hall, (2) adjacent parking lots.
- **Mechanical, Plumbing and Electrical Design and Documentation** for systems in the New Canby Library, renovated City Hall, (2) adjacent parking lots, renovated existing Canby Library building and as required for the temporary use of the existing Canby Police Station.
- **Telecommunications systems design and Documentation** of cable infrastructure for voice and data low voltage systems required for the New Canby Library, Renovated City Hall and Renovated existing Canby Library / City Administration offices in coordination with furniture layouts. Cable infrastructure for building and room access control security and audio/visual systems in coordination with provided systems.
- **Audio / Visual and Security systems** for the new Canby Public Library, Council Chambers, and City Administration offices.
- **Acoustical review and recommendations** for architectural assemblies by an acoustical consultant for the control of noise from mechanical equipment and the Canby City Council chamber rooms.
- **Technology review and recommendations** for current technology and anticipated future growth or expansion.
- **Cost Estimates** includes one estimate, (1) at end of SD phase.
- **Signage** includes code-required signage, additional building and way-finding signage is not included

- **Furniture planning**, layouts, and coordination.
- **Building Permit** plan comment responses and approval.
- **Multiple Bid Packages**, up to two bid packages as proposed in the project schedule. Package one to be site development, underground utilities and building foundation and slab on grade and renovated police station. Package two will be the balance of the project including new library, renovated city hall, site development and parking lots.
- **Existing Police Building and Canby Library / Canby Administration Building:** Provide(2) document packages: Design Phase and Construction Document Phase for review and approval. The Construction Document packages will then be turned over to the CMGC contractor for construction.

**Fee Schedule:**

The following fee is based on a fixed fee arrangement. Fees shown establish allocations for each phase of the project. Should project scope and durations be extended beyond the control of FFA, additional fees for services carried out after this period will be billed on a time and materials basis.

**Project Phase Fee Distribution**

Schematic Design Phase (15%):	\$ 102,730.00
Design Development Phase (20%):	\$ 136,975.00
Construction Documents Phase (35%):	\$ 239,710.00
Bidding Phase (5%):	\$ 34,245.00
Construction Administration Phase (25%):	<u>\$ 171,220.00</u>
<b>Total Fee:</b>	<b>\$ 684,880.00</b>

Based on the estimated construction cost estimate from August 9, 2012 Alternate Site Study for each of the four parts of the project scope listed previously:

1. New Canby Public Library and Parking lots (including site prep - \$142,110.00, library - \$5,524,711.00 and parking lots - \$205,750.00)	\$5,872,571.00
2. Canby City Hall Renovation	\$ 459,000.00
3. Existing Canby Police Station	\$ 100,000.00
4. Existing Canby Library / New City Admin. Building Renovation	<u>\$1,210,000.00</u>

**TOTAL ESTIMATED CONSTRUCTION COST** **\$7,641,571.00**

FFA's proposed fee for all parts of the project scope listed above is 8.96% of the estimated construction cost.



- **FF& E selection and specifications** for loose furniture, library shelving systems and office furniture systems that are required by the building program.
- **1% for Art** selection assistance, coordination, and documentation.
- **Record Documents.** Incorporating the contractor's notes and 'as-built' information on the Construction Document

**Hourly Rates:**

Services beyond the scope delineated in this proposal shall be performed on a Time and Material basis according to current hourly rates.

Reimbursable expenses such as reproductions, postage/couriers, photography, long distance phone calls, fax transmissions, etc. are billed at direct cost. Costs of consultant's services are billed at direct cost.

**2012 FFA HOURLY BILLING RATES (ARCHITECTURAL, INTERIORS, AND PROGRAMMING)**

Principal	\$175.00
Project Manager	130.00
Architectural Designer	125.00
Project Architect	105.00
Staff Architect	105.00
Interior Designer	105.00
Drafter/CADD	90.00

**2012 CARDNO / WRG (CIVIL AND LANDSCAPE)**

Project Manager	\$120.00
Project Engineer	100.00
Senior Designer	90.00
Project Designer	80.00
Landscape Architect	95.00

**2012 DCI HOURLY BILLING RATES (STRUCTURAL)**

Principal	\$180.00
Design Engineer	105.00
Drafter/CADD Operator	90.00

2012 M+NLB HOURLY BILLING RATES (MECHANICAL AND PLUMBING)

Principal	\$195.00
Associate Principal	180.00
Senior Associate	165.00
Associate/Senior Designer	150.00
Project Manager	150.00
Engineer / Senior Designer	125.00
CA Administrator	85.00
Draftsperson	80.00
Document Production / Admin.	70.00

2012 MKE HOURLY BILLING RATES (ELECTRICAL)

Principal	\$130.00
Senior Engineer / Project Manager	100.00
Engineer / Senior Designer	80.00
Designer	70.00
CAD / Drafting	55.00
Clerical	50.00

2012 ALTERMATT HOURLY BILLING RATES (ACOUSTICAL)

Principal	\$160.00
Senior Engineer	120.00
Staff Engineer	105.00
Engineer	90.00
Designer/Technician	80.00
Clerical	68.00

2012 ACC HOURLY BILLING RATES (COST ESTIMATING)

Principal	\$141.00
Senior Estimator	112.00
Mechanical Estimator	112.00
Electrical Estimator	112.00
Technical	78.00

2012 KRESS CONSULTING (TECHNOLOGY)

Principal	\$150.00
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**Proposal Duration:**

Proposal is valid for 60 days from date of issuance. Additional costs may be incurred if the proposal is accepted after this duration.

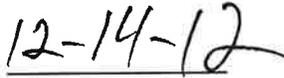
Thank you once again for the opportunity to work with the City of Canby URA. We look forward to creating a state-of-the art civic facility for the City of Canby and the Canby community.

If this proposal meets with your approval, please sign below and return a copy to us.

Sincerely,  
FFA Architecture and Interiors, Inc.

Troy Ainsworth, AIA  
Principal

  
Approved by

  
Date

Attachments: Proposed Project Schedule, Library Site Diagram Preferred Option  
CC: Diana Simmons FFA, Eric Wilcox FFA