ORDINANCE NO. 1614

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH WATERLEAF ARCHITECTURE ~~INC.~~ LLC, 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.~~ LLC 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

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 5 NAYS 0

Brian Hodson
Mayor

ATTEST:

Maya Benham
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON	)	
	)	
County of Clackamas	)	ss:
	)	
CITY OF CANBY	)	

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 18th day of October, 2023 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1614 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 19th day of October, 2023, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

1. Canby Civic Building
2. Canby Post Office
3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 1st day of November, 2023.

Maya Benham

Maya Benham, City Recorder

Subscribed and sworn to before me this 19th day of October, 2023.

Notary Public for Oregon
My Commission Expires:

OFFICIAL SEAL
Christopher J Lason
NOTARY PUBLIC - OREGON
COMMISSION NO. 1040571
MY COMMISSION EXPIRES SEPTEMBER 7, 2027

Exhibit A

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.~~ LLC ("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 December 31, 2026. 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. Waterleaf Architecture, ~~INC~~ LLC 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:

Date: December 8, 2023

By: Waterleaf Architecture, LLC
Company

By: _____

Title: Partner / Member

Mailing Address: 419 SW 11th Avenue
Portland, OR 97205

Telephone: 503-228-7571

Fax: NA

jons@waterleaf.com
Email

NA
Social Security No. (if individual)

93-0655789
Tax Identification No. (if incorporated)

CITY OF CANBY, OREGON:

Date: 1.22.24

By: _____
Todd Wood, Transit Director

APPROVED AS TO FORM:

By: _____
City Attorney

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**