

**ORDINANCE NO. 1114**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES ON AN APPROXIMATE 2,300 FOOT EXTENSION OF SEQUOIA PARKWAY AND 300 FOOT EXTENSION OF SE 1<sup>ST</sup> AVENUE; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the CITY OF CANBY has heretofore advertised and received proposals for municipal engineering services, completed oral interviews and selected CURRAN-McLEOD, INC. for the City's Engineer of Record; and

**WHEREAS**, CURRAN-McLEOD, INC. has provided facility planning, pre-design reports, preliminary engineering and cost estimates for engineering and construction for the extension of Sequoia Parkway and SE 1<sup>st</sup> Avenue in Phase II of the Logging Road Industrial Park; and

**WHEREAS**, the CITY OF CANBY anticipates the need to complete construction of an extension of Sequoia Parkway and SE 1<sup>st</sup> Avenue within calendar year 2003; Now therefore,

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

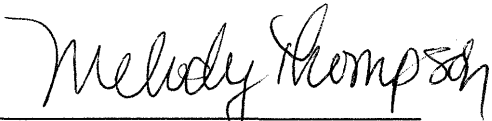
Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate contract with CURRAN-MCLEOD, INC for engineering services on in an amount not to exceed \$59,680.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.


**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, February 19<sup>th</sup>, 2003; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, March 5<sup>th</sup>, 2003, after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of March, 2003, by the following vote:

6 YEAS 0 NAYS

  
Melody Thompson, Mayor

ATTEST:

  
Chauncey Seifried, City Recorder

## AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made this 3<sup>rd</sup> day of March, 2003, by and between **CITY OF CANBY**, Oregon, hereafter referred to as the OWNER, and **CURRAN-McLEOD, INC. Consulting Engineers**, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to extend Sequoia Parkway approximately 2,300 feet and SE 1<sup>st</sup> Avenue 300 feet to serve the present and future needs of the City of Canby, and for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said improvements.

### WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

### SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services to accomplish the work identified above and as more specifically identified in the February 7, 2003 Logging Road Industrial Park Phase II Sequoia Parkway Development Feasibility Report, attached as Exhibit A:

1. The ENGINEER will attend conferences with the OWNER, representatives of the State, or other interested parties as may be required for completion of the work previously described.
2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents, and prepare a final cost estimate based on the final design. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

Statements of probable construction costs and detailed cost estimates prepared by the ENGINEER represent his best judgement as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ENGINEER nor the OWNER has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the ENGINEER cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the ENGINEER.

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include State of Oregon Wage Rates, and OWNER, funding agency, and state requirements as appropriate.
4. Prior to the advertisement for bids, the ENGINEER will provide for each Construction Contract, not to exceed 10 copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits and review fees as provided in Section F-2 of this Agreement.

5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof, unless this task is identified and included in the proposed scope of work herein..
6. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the Drawings, Specifications and Contract Documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
7. The ENGINEER will require prospective contractors to file an approved Pre-qualification Form with the Oregon Department of Transportation and will require a Bid Bond not to exceed 10% in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.
10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept. A written record of site visits during construction shall be maintained by the ENGINEER.
12. The ENGINEER will establish baselines and grades for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.

14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.
19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of Statement of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the Certificate of Substantial Completion.

#### **SECTION B - COMPENSATION FOR ENGINEERING SERVICES**

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

**Design Engineering** (as identified in the attached letter dated February 10, 2003 marked exhibit B):

- Fifty Nine Thousand Six Hundred Eighty Dollars (\$59,680)

**Construction Engineering:**

- Amount to be negotiated at the time of construction

2. The compensation for the above Engineering Services shall be as follows:
  - a. Design Services shall include items A-1 through A-5.
  - b. Billings shall be submitted monthly by the ENGINEER for Design Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion of Design Services. The ENGINEER will provide a status report with the billing as requested.
  - c. Construction Engineering Services and Construction Inspection shall include items A-6 through A-20 and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figures under Article B.1 above without the express written authorization of the OWNER.
  - d. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Exhibit C.
  - e. In the event of multiple construction contracts, the ENGINEER may negotiate revised figures under Article B.1.
3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

#### **SECTION C - RESIDENT CONSTRUCTION INSPECTION**

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Exhibit C. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

#### **SECTION D - ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER.

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.

4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
10. Preparing documents for alternate bids requested by the OWNER.
11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

Unless identified as included in the proposed scope of work herein, payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

#### **SECTION E - OWNER'S RESPONSIBILITIES**

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.

4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project, and such auditing services as he may require to ascertain how or for what purposes the CONTRACTOR has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt oral notice with written confirmation thereof to the ENGINEER.
6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

## SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a Twelve (12) month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on 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. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.

8. Termination

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
  - b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
  - c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
  - d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER reproducible data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement whether completed or in process.
  - e. Upon termination under paragraphs a. or b. above, the OWNER may take over the work and may award another party a contract to complete the work under this Agreement.
  - f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph c. of this clause.
9. The ENGINEER agrees to insure, hold harmless and indemnify the OWNER against all claims, damages, losses and costs, including costs of defense, arising out of the negligent performances of services under this Agreement. OWNER may make claim under applicable law against ENGINEER or ENGINEER'S insurance carriers for any loss, damage or cost arising out of ENGINEER'S negligent performance of services under this Agreement.



10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$1,000,000. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
11. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
12. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
13. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.

14. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
15. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
16. This CONTRACT shall be construed according to the laws of the Sate of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
17. This Agreement, including Exhibits A, B and C, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

CITY OF CANBY  
BY: Melody Thompson  
TITLE: MAYOR  
DATE: 3/5/03

ENGINEER:

CURRAN-McLEOD, INC.  
BY: Patricia Kavan  
TITLE: PRESIDENT  
DATE: 2/10/03

February 7, 2003

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223

Mr. John Williams  
Community Development Director  
City of Canby  
182 North Holly Street  
Canby, OR 97013

**RE: LOGGING ROAD INDUSTRIAL PARK PHASE II  
SEQUOIA PARKWAY DEVELOPMENT FEASIBILITY REPORT**

Dear John:

This letter is provided as an update to the July 9, 2002 feasibility report prepared for development of Phase II of the Canby Logging Road Industrial Park. The information in that report has been incorporated into this document and updated to reflect current construction costs and the revised scope of the current project. The purpose of this report is to satisfy the feasibility requirements for application to OECD for financing of the improvements.

As shown on the attached plate, the scope of proposed project anticipates developing Sequoia Parkway from its current termination at the Canby Market Center development (Fred Meyer) to the end of the City Limits, the equivalent of approximately 2,300 lineal feet. The first 600 feet requires only a half street improvement to match the Canby Market Center improvements. The remaining distance requires full street development including utilities.

SE 1<sup>st</sup> Avenue is proposed to extend east from Sequoia Parkway approximately 300 feet to provide additional frontage for industrial development. Preparation for a signal will be incorporated into the construction, however, the traffic signal will be installed in a future construction phase as demands warrant its use.

All dedications for the roadway have been made available for this project by the abutting property owners and thus all utilities can be installed in the public right-of-way.

A continuation of this project will ultimately connect Highway 99E to Township Road and further south to South Redwood Street, providing a looped transportation system with full utility service through Phase I, II and III of the Logging Road Industrial Park. The benefitted area of this immediate project includes approximately 99 acres which will have frontage onto the new Parkway.

Benefits will also accrue to the adjoining properties by the presence of the Parkway, which will permit the development of local access roads throughout much of the 312 acres of Phase II of the Park.

Mr. John Williams  
February 7, 2003  
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This project is prompted by the need to provide efficient, planned industrial development that can take advantage of the large industrial acreage available. By developing the park to the master plan standards, the property can be marketed to larger employers with a full range of potential, from individual small business to an industrial campus development.

The enclosed sketch identifies the preliminary alignment of the improvements and the property owners located within Phase II of the Park. Phase II contains a total of 312 acres and is generally bounded by SE 1<sup>st</sup> Avenue, Mulino Road, Township Road and the existing railroad right-of-way. Phase I was previously developed and lies west of Phase II, west of the existing railroad right-of-way. Phase I contains 105 acres that will be interconnected to Phase II across an existing grade-separated railroad crossing on SE 4<sup>th</sup> Avenue, which was constructed in the previous project.

#### REQUIRED SIZING/CAPACITY:

The infrastructure improvements are quantified in several master planning documents prepared by the City of Canby over the past decade. These documents include the:

- \* Industrial Attraction Plan, 1990
- \* Storm Drainage Master Plan, December 1994
- \* Water System Master Plan, July 1998
- \* Industrial Area Master Plan, October 1998
- \* Canby Comprehensive Plan, 1999
- \* Wastewater Collection System Master Plan, December 1999
- \* Transportation System Plan, April 2000

These plans generally identify all municipal services projected through build-out of the Urban Growth Boundary, including build-out of all phases of the Industrial Park. The Wastewater Treatment and Water Treatment Plants each have sufficient planning in place to accommodate future development. The Wastewater Plant has sufficient capacity to serve build-out of the current Urban Growth Boundary. The Water Treatment Plant is a modular design that will have incremental expansion as needed to meet demands.

Specific criteria for each infrastructure component is discussed below:

#### STREETS:

The two streets included in this proposed project include Sequoia Parkway and SE 1<sup>st</sup> Avenue, both classified as collectors in the current Transportation Master Plan. The Sequoia Parkway cross section varies from a five-lane section at Highway 99E, to a 50-foot paved

two-lane parkway with raised landscaped median (or alternatively a left-turn lane where necessary). SE 1st Avenue is a 50-foot paved two-lane roadway with continuous left-turn refuge.

Both street sections include bike lanes, six-foot planter strips behind the curb and six-foot sidewalks. This design was developed through the master planning process completed in 1997-98 and published in the City of Canby, Industrial Area Master Plan, October 1998.

The intersection of Sequoia Parkway with SE 1<sup>st</sup> Avenue is proposed to be signalized in the future to accommodate the traffic in and out of the Canby Market Center. Currently SE 1<sup>st</sup> Avenue has a temporary connection with Sequoia Parkway nearer the highway. This temporary connection will be removed upon completion of the permanent realignment of SE 1<sup>st</sup> Avenue to Mulino Road or to the existing SE 1<sup>st</sup> Avenue/Haines Road.

Street alignment was generally identified in the Master Planning, although minor variations are included in the enclosed preliminary layouts to maximize frontage to private property and to accommodate any potential private-property owner's concerns.

#### SANITARY SEWER:

Sanitary sewer has been installed in the northerly 1,000 feet of Sequoia Parkway, constructed in 1999 as a component of the Canby Market Center. This 12" line has sufficient grade and capacity to extend gravity service through the entire reach of Sequoia Parkway.

These gravity sanitary sewers will provide service to all properties abutting Sequoia and SE 4<sup>th</sup> Avenue, and extend gravity service well beyond. Both the northeast corner and southeast corners of Phase II of the park will require construction of a pump station to serve the lower elevations. These pump station improvements, identified as the Redwood Pumping Station and Mulino Pumping Station in the Collection System Master Plan, are contained in the City's Capital Improvement Plan to be constructed with System Development Charge revenues as development occurs:

In summary, the sizing and locations of the sanitary sewer lines are adequate to serve the area and provide for gravity service.

#### WATER SYSTEM:

The Water System Master Plan identifies a 12" mainline in Sequoia Parkway traversing the industrial park, connecting Township Road with SE 1<sup>st</sup> Avenue and with Redwood Street. This size mainline will provide a required 3,000 gpm minimum fire flow throughout the park as well as satisfy all domestic and process requirements.

A 12" main was extended south along Sequoia Parkway as part of the Canby Market Center construction. The scope of work for this current project will be to extend this 12" line to the termination of both Sequoia and SE 1<sup>st</sup> Avenue.

#### STORM DRAINAGE:

Storm drainage has become more difficult over the past few years due to increased restrictions on dry wells (underground injection wells). The master plan for storm water anticipated construction of drywells for disposal of surface water runoff. This will require close coordination with the adjoining property owners and the regulatory agencies to assure the needed improvements meet current regulations.

With current EPA UIC requirements, it is anticipated that all storm-water collection facilities will require some type of filtration. For the cost estimates, each catch basin has been fitted with a Kristar Fossil Filter to reduce suspended solids and hydrocarbons before discharging into a pollution-control manhole and ultimately, the injection well.

The improvements will mandate drywells at approximately 4-500 foot on center along the entire reach of the project. Each drywell will typically serve two adjacent catch basins with filtration systems and a pollution-control manhole incorporated to minimize sedimentation in the disposal well.

#### PUBLIC UTILITIES:

The public utility needs include installation of power, telephone, gas and cable service. The power system is owned by the City of Canby and administered through the Canby Utility. The cost of providing a power distribution system must be borne by the project. The remaining utilities, gas, telephone and cable service are installed without cost but require the contractor provide and backfill the utility trenches.

Sizing of the utility grid is dependent upon the ultimate use of the property. The initial construction will include conduit installation, primary switch gear and street lighting. As sites develop, the specific demands will dictate wire and transformer sizes for secondary services. This approach will minimize the initial cost of developing the power distribution system yet provide a wide range of capability to serve large demands.

## PROJECT ALTERNATIVES

Substantial efforts have gone into planning for the industrial park over the past ten years. Planning work for the Phase II and III began with the development of five conceptual designs in 1997 covering alternatives for land use and circulation. Through a series of meetings with a Technical Advisory Committee and the stakeholders, the project was refined to meet the desired goals for circulation, land use, partitions and infrastructure. The results of the numerous committee meetings, stakeholder meetings and public hearings was the adoption of the Industrial Area Master Plan in October of 1998.

The development plans for this area are generally well established and have had the benefit of review and revisions numerous times. We do not anticipate substantial modification of the concept presented in this current application. The infrastructure demands dictate the size and location of utility services and the proposed street alignment is the most cost effective to conform with the master planning and provide the needed frontage. Minor variations in curve radius and driveway locations will be coordinated with the private property owners.

## COST ESTIMATES:

Attached to this letter report is a detailed cost estimate for all work required to complete this phase of the project. The initial project scope is anticipated to construct Sequoia Parkway from Canby Market Center to approximately 50 feet from the existing City limits, approximately Station 23+00. Future phases will extend Sequoia Parkway to loop into SE 4<sup>th</sup> Avenue and further to connect to Township Road.

The following is a detailed cost estimate of the proposed work:

Street Improvements	\$ 840,000
Water System Improvements	180,000
Sanitary Sewer Improvements	190,000
Storm Sewer Improvements	110,000
Public Utilities	<u>180,000</u>
<b>SUBTOTAL</b>	<b>\$ 1,500,000</b>
Engineering (10%)	150,000
Contingency (20%)	<u>300,000</u>
<b>TOTAL PROJECT COST</b>	<b>\$1,850,000</b>

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The primary debt service revenue source for this project are the tax revenues received from the Canby Urban Renewal District (URD) formed in 1999. To date no long-term commitments have been made against the URD revenues. The current annual revenue, without projecting any additional growth, is more than sufficient to service all debt for the project.

Several components of construction have excess capacity that are also eligible for reimbursement from System Development Charge (SDC) revenues, which will further reduce the dependence on the URD revenues. These SDC revenues will be used to reduce the debt service requirements throughout the duration of the loan repayment. The SDC eligible portion of each utility is listed below:

#### **SDC ELIGIBLE REIMBURSEMENTS**

Transportation SDC, 40%	340,000
Water SDC, 2,300'@\$15.00 /ft	34,500
Sanitary Sewer SDC, 2,600'@\$22.00 /ft	<u>57,200</u>
<b>TOTAL REVENUES</b>	<b><u>\$ 431,700</u></b>

As discussed above, although these revenues are designated to be derived from SDCs, cash flow dictates these funds be included in the financing package until sufficient revenues are available within each SDC account. SDC proceeds would then be used to retire or service the existing debt.

#### **PRELIMINARY DESIGN DRAWINGS**

Preliminary plan and profile sheets have been prepared in order to identify conflicts with existing improvements and show the impacts on each private property. The enclosed sketch is an overview of the entire project showing the proposed street alignment. As the final design is prepared, minor variations should be anticipated, however, the general overview will be consistent.

#### **ENVIRONMENTAL CONCERNS:**

Construction of the project poses no unusual environmental concerns. The area is generally flat and stable, with minimal runoff concerns. The soils are well draining silty sand to clay material in the top 10-14 feet, which can be soft if disturbed in a wet condition. Below 10-14 feet are larger boulders, varying from 8" to 24" diameter.



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There are several mature trees in the alignment of the second phase of the project which will require removal however no other substantial obstruction are apparent. There are no apparent endangered species identified in this area as this area has been under cultivation for many years. There are also numerous private residences located throughout Phase II, however, no displacements or relocations will be required to construct the project. There are no bodies of water or identified wetlands within the project boundaries.

Typical construction environmental protections will be required as part of the construction contract. Storm-water disposal will be especially important both during construction and after completion. Any inadvertent construction runoff will route naturally through a series of native ponds which will reduce suspended contaminants, and protect the ultimate discharge into the Willamette River.

The underground injection wells will require identification and registration with DEQ to assure compliance with existing regulations. The environmental impacts of injection wells and natural treatment mechanisms are well documented and best management practices are identified in the City's Storm Drainage Master Plan and more recent DEQ publications.

#### REQUIRED APPROVALS, PERMITS AND CONDITIONS:

Permits required for construction will include Storm water permitting through the Regional office of the DEQ, water system approval through the State Health Division and Canby Utility, sanitary sewer improvements approval from DEQ Northwest Region and obviously approval from the City Planning Department.

All permitting will be secured prior to construction and is not anticipated to present any unusual obstacles.

Most of the area is already contained within the City Limits, however, one key property belonging to Roy Zimmer, tax lot 31E34 00800, is outside of the current boundary. Pending the status of annexation of this property at the time of construction, approval of the street improvements and utility designs will also be secured from Clackamas County Transportation and Development Department.

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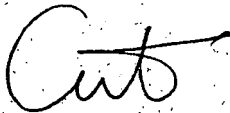
SUMMARY & CONCLUSIONS

The project is technically feasible and within the ability of the City of Canby to undertake. This is the first infrastructure project undertaken with a commitment of URD annual revenues for debt service. The annual revenue from the Tax Increment Financing District totaled \$440,000 in the current 2002-03 tax year.

Please let me know if you need additional information to quantify this project.

Very truly yours,

**CURRAN-McLEOD, INC.**



Curt J. McLeod, P.E.

/cjm

Enclosures

LOGGING ROAD INDUSTRIAL PARK - Phase II  
 SEQUOIA PARKWAY CONSTRUCTION COST ESTIMATE  
 From Canby Market Center to sta 23+00 including 300 feet of SE 1st Avenue

February 2003

Street Construction: Sequoia Parkway

1 Mobilization/clearing	LS	1	50,000	\$50,000
2 Common Excavation	CY	10,000	10	100,000
3 Embankment	CY	8,000	10	80,000
4 12" Base Rock	CY	4,300	30	129,000
5 Curb Construction	LF	4,600	16	73,600
6 AC Pavement, 4"	TN	3,000	50	150,000
7 Sidewalks / Driveways	SY	500	34	17,000
8 Signing & Striping	LS	1	35,400	35,400
9 Landscaping / Restoration	LS	1	100,000	100,000

Subtotal \$735,000

Street Construction: SE 1st Avenue

1 Mobilization/clearing	LS	1	15,000	\$15,000
2 Common Excavation	CY	2,000	10	20,000
3 Embankment	CY	1,200	10	12,000
4 12" Base Rock	CY	600	32	19,200
5 Curb Construction	LF	600	16	9,600
6 AC Pavement, 4"	TN	400	50	20,000
7 Signing & Striping	LS	1	5,000	5,000
8 Restoration	LS	1	5,600	4,200

Subtotal \$105,000

Total Street Cos \$840,000

Water System Construction:

1 Common Excavation	LF	2,600	20	\$52,000
2 12" DI w/select BF	LF	2,600	25	65,000
3 Valves, Fittings, Hydrants	LF	2,600	15	39,000
4 Service Connections	LS	1	24,000	24,000

Subtotal \$180,000

Sanitary Sewer Construction:

1 Common Excavation	LF	2,600	20	\$52,000
2 12" PVC w/select BF	LF	2,600	30	78,000
3 Manholes	LF	2,600	10	26,000
4 Service Connections	EA	20	1,700	34,000

Subtotal \$190,000

Storm Drainage Construction:

1 Common Excavation	LS	1	10,000	\$10,000
2 10" PE/PVC w/select BF	LF	500	24	12,000
3 Baffled G2 CB w/filter	LF	400	40	16,000
4 Drywell	EA	12	4,000	48,000
5 Polution Control Manhole	EA	8	3,000	24,000
			Subtotal	\$110,000

Public Utilities:

1 Common Ex w/ native BF	LS	1	6,000	\$6,000
2 Vault Ex & BF	LF	2,600	10	26,000
3 Street lights	EA	14	2,000	28,000
4 Power Supply	LS	1	120,000	120,000
			Subtotal	\$180,000

Sequoia Parkway, to Sta 23+00	TOTAL CONSTRUCTION COST	\$1,500,000
	Project Engineering (10%)	160,000
	Project Contingency (20%)	320,000
	TOTAL PROJECT COST	\$1,980,000

February 10, 2002

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223Mr. John Williams  
City of Canby  
182 North Holly Street  
Canby, OR 97013**RE: CITY OF CANBY  
LOGGING ROAD INDUSTRIAL PARK Phase II  
SEQUOIA PARKWAY DESIGN ENGINEERING**

Dear John:

We have detailed an estimate of cost for the design phase engineering on Sequoia Parkway and SE 1<sup>st</sup> Avenue. We have incorporated WRG Design to complete the design surveys, due to their extensive work on the Canby Market Center. We also anticipate using OTAK for preliminary design of the conduit and pull boxes needed for the future signal installation. This work scope is through completion and approval of the design. The next phase of work will include soliciting bids, awarding the contract, and construction administration.

**DESIGN PHASE ENGINEERING SERVICES**Sequoia Parkway & SE 1<sup>st</sup> Avenue

Design Surveys, boundary reconciliation	\$12,000
Right-of-Way Determinations (not monumentation)	3,000
Roadway & Utility Design, 10 sheets	
Principal Engineer    100 Hrs @ \$94 / hr	9,400
Engineering Tech    160 Hrs @ \$68 / hr	10,880
Graphics Technician    120 Hrs @ \$50 / hr	6,000
Clerical support    60 Hrs @ \$40 / hr	2,400
Preliminary Signal Design Conduit & Pull Boxes	4,000
Contract Documents & Specifications	2,500
Permit applications and Approvals	2,500
Meetings and Coordination	6,000
Printing & Distribution Costs	<u>1,000</u>
<b>TOTAL DESIGN PHASE SERVICES</b>	<b>\$59,680</b>

The estimate of construction cost is \$1,500,000 without engineering and contingency. The design phase engineering services are approximately 4%. This is very low due to the extensive amount of preliminary work that has been completed and the level of technical conflicts on the project.

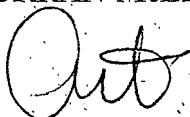
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We have enclosed a contract, ordinance and staff report for the design phase services for your review and presentation to the Council. Let me know if you have any concerns or need anything additional.

Very truly yours,

**CURRAN-McLEOD, INC.**



Curt J. McLeod, P.E.

enclosure

# STANDARD HOURLY RATES

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Effective February 1, 2002

Senior Principal Engineer	\$ 112.00
Principal Engineer/Manager	94.00
Project Engineer/Manager	88.00
Design Engineer/Design Manager	82.00
Design Technician	68.00
Graphics Technician	50.00
Word Processing	42.00
Resident Project Representative	60.00

# REIMBURSABLE EXPENSES

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Reproduction expenses are at cost.

Travel expenses reimbursed at 34¢ per mile.

Per diem expense at cost.