

ORDINANCE NO. 1130

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES ON AN APPROXIMATE 2,200 FOOT EXTENSION OF SEQUOIA PARKWAY AND SE 4th 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 4th 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 4th Avenue within calendar year 2004; Now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

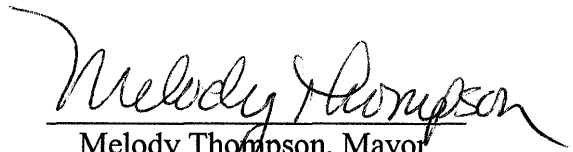
Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate contract with CURRAN-MCLEOD, INC for engineering services on in an amount not to exceed \$41,650.

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, December 3rd, 2003; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, December 17th, 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 17th day of December, 2003, by the following vote:

YEAS 5 NAYS 0


Melody Thompson, Mayor

ATTEST:


Chaunee Seifried, City Recorder

**SEQUOIA PARKWAY STAGE 3
CANBY PIONEER INDUSTRIAL PARK**

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made this ____ day of _____, 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 1,270 feet to the projected intersection of SE 4th Avenue and Walnut Street, and extend SE 4th Avenue approximately 900 feet to the same intersection point 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 October 7, 2003 scope letter to the City of Canby, 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 October 7, 2003 marked exhibit A):

- Forty one thousand six hundred fifty Dollars (\$41,650)

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 B.
 - 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 B. 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: 12/17/03

ENGINEER:

CURRAN-McLEOD, INC.
BY: Patrick Curran
TITLE: PRESIDENT
DATE: 12/3/03

October 7, 2003

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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

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

**RE: CITY OF CANBY ROW DEDICATIONS
SEQUOIA PARKWAY & SE 4th AVENUE EXTENSION**

Dear John:

In anticipation of proceeding with an extension of the Sequoia Parkway construction project, we have revived the alignment options for your consideration and have prepared an estimate of cost. The scope of the work is to extend Sequoia Parkway to meet SE 4th Avenue and the existing Walnut Street improvements.

Under the ORS statutes, this additional construction work can be completed under the existing contract with Parker Northwest Paving Company. Parker Northwest has agreed to hold the unit prices for this work through the spring of 2004. As a result, the project cost can be estimated very accurately. There are a number of items that will still need to be incorporated into a change order, however, the bulk of the work will be a straight extension of unit prices.

STREET ALIGNMENT:

The first item to resolve is the alignment of Sequoia Parkway as this roadway extends south towards Township Road. There are several obstructions to consider, including existing trees, private property dedications, existing structures and impacts to the City Cemetery. There have been many options identified over the past several years and there are issues to resolve with each. In addition, a new option to relocate Sequoia Parkway further east has been proposed by a City Councilor.

We have explored four of the basic options for the alignment and have enclosed drawings of each for your review. The drawings show the proposed alignments with the required right-of-way dedications needed to complete the construction. The options include:

- Option A: Center the 74 foot Sequoia Parkway ROW on the existing 30 foot Walnut Street ROW. This will then require a 22 foot dedication from each adjoining property owner, plus a 12 foot utility easement.
- Option B: Hold the existing eastern property line of the Cemetery property and expand the needed ROW 44 feet east of the existing 30 foot Walnut Street ROW, plus a 12 foot utility easement. This was the previous option 2 identified in the discussions held in 2000.

Option C: This option incorporates a median strip on the northern portion of the cemetery frontage on Walnut Street in order to salvage the existing large fir trees. On the southern portion of the frontage, beyond the existing trees, the alignment can revert back to either option A or B. This option requires an encroachment of approximately 54 feet into the Cemetery property and 9 feet dedication from the adjoining property owners in the area of the median, and dedications as discussed in Options A or B for the remaining reach of the parkway. This was the previous option 5 identified in the discussions held in 2000.

Option D: Option D realigns Sequoia Parkway approximately 700 feet further east from the existing Walnut Street ROW, to avoid impacting the Cemetery or the existing private property frontage. This alignment will require a dedication of all 74 foot of ROW. This option would provide much greater parkway exposure to the industrial properties, while minimizing the conflict with the existing property owners and the cemetery property.

The alignment of SE 4th Avenue has been resolved and is the same in all four proposed Sequoia Parkway options. The alignment of SE 4th Avenue has several large radius curves which are required to avoid the existing cell tower, the existing structures on the Fitzpatrick property and to provide sufficient access to the Rover garage structure. The cell tower and the Fitzpatrick structures are permanent, however, the Rover structure supports a residential use of the property and is likely to be removed in the future.

For SE 4th Avenue, dedications are needed from the Burden, Fitzpatrick, Rover and Parsons properties. If the SE 4th Avenue alignment was not controlled by the location of the Rover garage, the alignment would be relocated to center on the existing common property line, and reduce the impact on the Parsons property.

PROJECT COST:

The total cost of extending both Sequoia Parkway and SE 4th Avenue is listed on the attached cost estimates and summarized below. The cost of options A, B and C are comparable at approximately \$1,040,000. Option D has a higher cost because it includes approximately 1,400 additional feet of street improvements. To cost to construct all of Option D is approximately \$1,760,000.

If Option D is selected and funding is limited, the scope of the anticipated extension work can be modified to only undertake a portion of the work now, and complete the alignment in the next construction phase. Both SE 4th avenue and Sequoia Parkway could extend to the existing Walnut Street improvements at a cost of approximately \$1,400,000. The only interconnection of Sequoia Parkway with SE 4th Avenue would then be by the existing Walnut Street improvements.

Mr. John Williams
October 7, 2003
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Alternatively, if Option D is selected, Sequoia Parkway could be constructed to connect to the existing Walnut Street improvements without an extension of SE 4th Avenue. This alternative would have a construction cost similar to Options A, B and C at approximately \$1,040,000.

The estimated costs of all options are attached to this letter. A summary of the costs are as follows:

SEQUOIA PARKWAY & SE 4th AVENUE EXTENSION
OPTIONS 'A, B & C' PROJECT COST ESTIMATES

Street & Utility Construction Cost	\$700,000
Canby Utility Power & Street Lighting	<u>133,000</u>
Sub-Total Construction Cost	\$833,000
Engr, Legal, Admin & Contingency (25%)	<u>207,000</u>
TOTAL OPTION A, B & C COST	<u>\$1,040,000</u>

Option D has an additional 1,400 feet of street construction, half on Sequoia and half on SE 4th Avenue. A summary of Option D costs are as follows:

SEQUOIA PARKWAY & SE 4th AVENUE EXTENSION
OPTION 'D' PROJECT COST ESTIMATES

Street & Utility Construction Cost	\$1,175,000
Canby Utility Power & Street Lighting	<u>233,000</u>
Sub-Total Construction Cost	\$1,408,000
Engr, Legal, Admin & Contingency (25%)	<u>352,000</u>
TOTAL OPTION 'D' COST	<u>\$1,760,000</u>

In each option, a 25% estimate for engineering, legal, administration and contingency is included. More specific engineering costs are estimated below:

Mr. John Williams
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DESIGN PHASE ENGINEERING SERVICES
Sequoia Parkway & SE 4th Avenue Extension, Options A, B & C

Design Surveys, boundary reconciliation	\$9,000
Property Dedications, 5 properties/4 owners	2,000
Roadway & Utility Design, 6 sheets	
Principal Engineer 60 Hrs @ \$94 / hr	5,640
Project Engineer 120 Hrs @ \$88 / hr	10,560
Graphics Technician 140 Hrs @ \$50 / hr	7,000
Clerical support 25 Hrs @ \$40 / hr	1,000
Contract Documents & Change Order Prep	1,200
Coordination & Approval Meetings	5,000
Printing & Distribution Costs	<u>250</u>
TOTAL DESIGN PHASE SERVICES	<u>\$41,650</u>

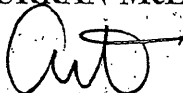
Option D would involve engineering of a total of approximately 3,600 lineal feet of improvements as opposed to the 2,200 feet identified in options A, B and C. The engineering costs would be approximately \$65,000. In each option the design engineering costs are approximately 5% of the construction cost. Construction phase services will be on an hourly basis as needed and are anticipated to be approximately 5% to 7% of the construction cost.

This design work can proceed over the next three months with construction scheduled for the beginning of spring 2004. The improvements could be complete by the summer of 2004.

Please let me know what additional information you need to present this information to the Agency and City Council.

Very truly yours,

CURRAN-McLEOD, INC.



Curt J. McLeod, P.E.

Enclosures: Options A, B, C & D
Cost Estimates

STANDARD HOURLY RATES

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

Reproduction expenses are at cost.

Travel expenses reimbursed at 34¢ per mile.

Per diem expense at cost.