

ORDINANCE NO. 1241

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-McLEOD, INC. CONSULTING ENGINEERS FOR DESIGN AND CONSTRUCTION ENGINEERING OF THE NW CANBY SIDEWALK AND ADA IMPROVEMENT PROJECT; 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 preliminary planning, preliminary engineering and cost estimates for engineering construction for the NW Canby sidewalk and ADA improvement project; and

WHEREAS, the CITY OF CANBY anticipates the need to complete the construction of the NW Canby sidewalk & ADA project within calendar year 2007; Now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to execute, and declare in the name of the CITY OF CANBY and on its behalf, the attached Agreement For Engineering Services with CURRAN-McLEOD, INC. for \$22,100. A copy of the agreement with CURRAN-McLEOD, INC. is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

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.

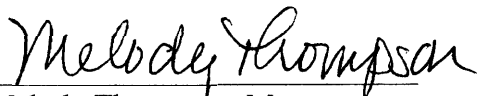
SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 2, 2007; ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 16, 2007, commencing at the hour of 7:30 pm at the Council Meeting Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.


Kimberly Scheafer, City Recorder Pro-Tem


PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of May, 2007, by the following vote:

YEAS 5

NAYS 0


Melody Thompson, Mayor

ATTEST:


Kimberly Scheafer, City Recorder Pro-Tem

City of Canby
**NORTHWEST CANBY SIDEWALK AND ADA IMPROVEMENTS
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this 16th day of May, 2007, by and between the **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 construct pedestrian improvements throughout downtown residential areas from N Cedar Street to N Fir Street and from NW 1st Avenue to NW 5th Avenue, as detailed in the CDBG Application dated December 2005 and incorporated by reference, 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 correspondence dated February 16, 2007, 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 additional 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 the State of Oregon Prevailing Wage Rates or the Federal Davis Bacon Prevailing Wage Rates as applicable, 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

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 initiation of the 12 month warranty period.

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 correspondence dated February 16, 2007 marked Exhibit "A" :

- Ten Thousand Five Hundred Dollars (\$10,500)

Construction Engineering (as identified in the attached correspondence dated February 16, 2007 marked Exhibit "A" :

- Eleven Thousand Six Hundred Dollars (\$11,600)

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

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 engineering 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

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

NAME: Melody Thompson

TITLE: Mayor

SIGNATURE Melody Thompson

DATE: 5/16/2007

ENGINEER:

CURRAN-McLEOD, INC.

NAME: HASSAN IBRAHIM

TITLE: PROJECT ENGINEER

SIGNATURE Hassan Ibrahim

DATE: April 5, 2007

STANDARD HOURLY RATES

Effective February 1, 2006

Senior Principal Engineer	\$ 112.00
Principal Engineer	98.00
Project Engineer	92.00
Design Manager	92.00
Design Technician	68.00
Graphics Technician	50.00
Word Processing	45.00
Resident Project Representative	60.00

REIMBURSABLE EXPENSES

Reproduction expenses are at cost.

Travel expenses reimbursed at 44.5¢ per mile.

Per diem expense at cost.

EXHIBIT "A"

February 16, 2007

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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

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

**RE: CITY OF CANBY
NW CANBY SIDEWALK IMPROVEMENTS**

Dear John;

This letter is to identify the scope of engineering services for the construction of sidewalks and ADA ramps for the downtown residential area from N Cedar Street to N Fir Street and from NW 1st Avenue to NW 5th Avenue. The work will be completed in compliance with the requirements of the City of Canby as well as the Clackamas County CDBG program. This letter is attached as Exhibit "A" to the engineering contract between the City of Canby and Curran-McLeod, Inc.

Following is an estimate of engineering costs to complete the design and construction efforts:

Design Phase Services	Estimated Cost
Field Measurements (No Field Surveys)	\$1,500
Horizontal Design & Details	\$3,500
Graphics, Aerial Photo Base Maps	\$4,000
Contract Documents & Specifications	\$1,500
Total Design Phase	\$10,500

Construction Phase Services	Estimated Cost
Bid Process & Award	\$1,000
Contract Admin, 10 weeks	\$3,600
Contract Insp, 8 weeks	\$6,000
As-Built & Closeout	\$1,000
Total Construction Phase	\$11,600

Mr. John Williams
February 16, 2007
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All public right-of-ways are 80 feet, excepting North Cedar Street. Easements should not be required on any street with the exception of Cedar Street. We will secure the easements as needed or reduce the scope of work if the easements are not easily secured.

The construction costs were estimated in late 2005 and will be low by 2007 standards. In 2006 we observed substantial increases in some material costs, such as concrete and steel, which will have a direct impact on this project. To meet the budget, the extent of sidewalk replacement to fix deficiencies may be limited. Our first goal will be to install sidewalks where none currently exist, and secondly, address deficiencies such as ADA ramps and distressed walks.

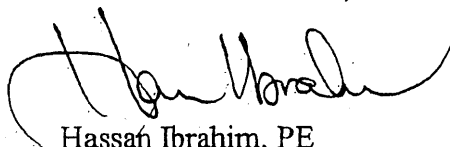
This project can be ready to solicit bids within 30 to 45 days of authorization to proceed. Note that Clackamas County in association with NOAA will also require storm drain approval of up to 30 days. Our time lines are to complete all design work and secure bids such that we can award the contract immediately after July 1, 2007 when funding becomes available. We will strive to have all construction complete before the start of school, however, we expect it may take until the end of September to complete.

We have enclosed a contract for this work for your consideration. If acceptable, we can prepare a staff report and Ordinance for Council action.

Please let us know if you have any questions or concerns.

Very truly yours,

CURRAN-McLEOD, INC.

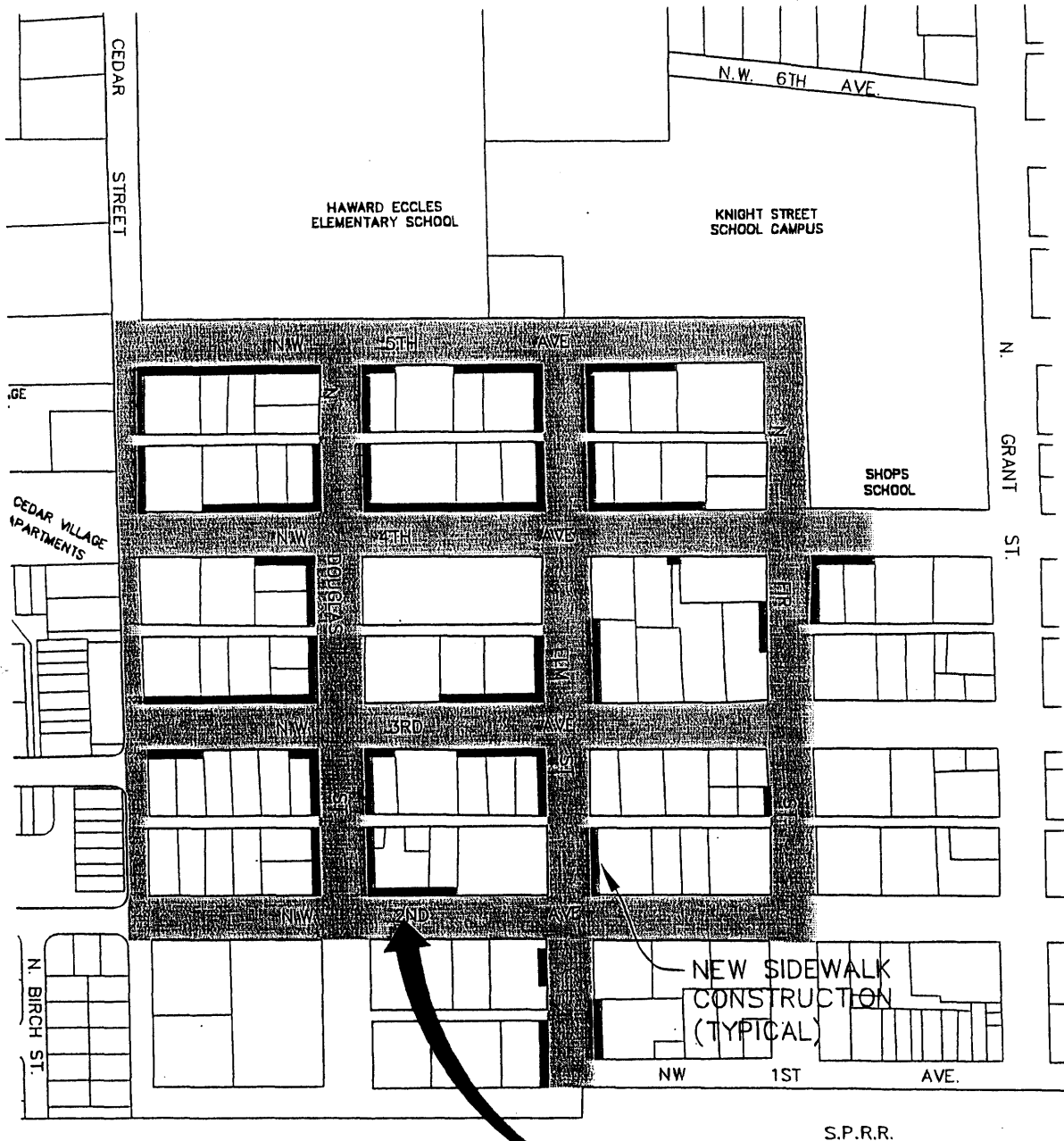


Hassan Ibrahim, PE

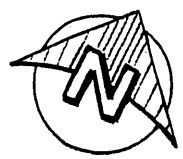
enclosures

CITY OF CANBY
N.W. CANBY SIDEWALK & ADA IMPROVEMENTS
2006 - 2008 CDBG APPLICATION

DECEMBER 2005



LIMITS OF
IMPROVEMENT
PROJECT



SCALE: 1" = 300'

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

11:10:51 AM 1/10/06 10:00:00 AM