

2008, commencing at the hour of 7:30 pm at the Council Meeting Chambers at the Canby City Hall,  
155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro-Tem

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof  
on the 16<sup>th</sup> day of January, 2008, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Melody Thompson  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro-Tem

Chapter 3.30

**STREET MAINTENANCE PROGRAM**

**Sections:**

- 3.30.010 Definitions**
- 3.30.020 Administrative Officers**
- 3.30.030 Dedication of Revenues**
- 3.30.040 Annual Street Maintenance Program Report**
- 3.30.050 Street Maintenance Fee**
- 3.30.060 Determination of Street Maintenance Fee**
- 3.30.070 Administration of Street Maintenance Fee**
- 3.30.080 Waiver of Street Maintenance Fee in Case of Vacancy**
- 3.30.090 Street Maintenance Fee Appeal Procedure**
- 3.30.100 Exceptions to Street Maintenance Fee**
- 3.30.110 Severability**

**3.30.010 Definitions**

As used in this Chapter, unless the context requires otherwise:

(A) "Community Development Director." The City of Canby Community Development Director or the Director's designee.

(B) "Developed Property." A parcel or portion of real property on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to buildings, parking lots, landscaping and outside storage.

(C) "Dwelling Unit." One or more rooms designed for occupancy by one family and not having more than one cooking facility.

(D) "Gross Square Footage." The area of all structures, located on a developed property, measured along the exterior walls of the structures, and including but not limited to enclosed courtyards and stairwells, but not including fences and parking areas which are not enclosed within a building.

(E) "Multi-unit Residential Property." Residential property consisting of two or more dwelling units. For the purposes of this ordinance, condominiums, attached single-family residences, and individual mobile home units are also classified as multi-unit residential properties.

(F) "Non-Residential Property." Any property that is not residential property.



(G) "Residential Property." A property that is primarily for personal, domestic accommodation, including single single-family, multi-unit residential property and group homes, but not including hotels and motels.

(H) "Responsible Party." The person or persons who by occupancy or contractual arrangement are responsible to pay for utility and other services provided to an occupied unit. Unless another party has agreed in writing to pay and a copy of the writing is filed with the City, the person(s) paying the sewer bill for an occupied unit shall be deemed the responsible party as to that occupied unit. For any occupied unit not otherwise required to pay a sewer bill, "responsible party" shall mean the person or persons legally entitled to occupancy of the occupied unit, unless another responsible party has agreed in writing to pay and a copy of the writing is filed with the City. Any person who has agreed in writing to pay is considered the responsible person if a copy of the writing is filed with the City.

(I) "Single Family Residential." Residential property that has only detached dwelling units.

(J) "Street." A public street or right-of-way within the City of Canby that is under the jurisdiction or control of the City. For purposes of this ordinance, county, state, and federal roads are excluded.

(K) "Street Maintenance Program." Program established by this chapter to maintain, repair and reconstruct City of Canby streets. Activities include the administration and collection of the Street Maintenance Fee; preventive maintenance, rehabilitation and reconstruction projects; design and inspection of such projects; street condition monitoring and assessment, including inspection of street repairs; and staff training and consultant services in support of the above activities.

(L) "Trip Generation." The average number of vehicle trips, as determined by reference to the Manual entitled, Trip Generation, published by the Institute of Transportation Engineers (ITE) ("ITE Manual"), 7th edition.

(M) "Use Category or Category of Use." The Code number and resulting trip generation estimate determined with reference to the ITE Manual, and applicable to a particular developed property.

### **3.30.020 Administrative Officers**

(A) Except as provided below, the Community Development Director shall be responsible for the administration of this ordinance.

(B) The Community Development Director shall annually develop and update a five-year Street Maintenance Program project schedule. This schedule

shall be properly integrated into the City's Capital Improvement Program, to ensure that it is coordinated with other City capital projects and projects of other agencies.

(C) The Community Development Director shall provide an annual report on the Street Maintenance Program to the City Council and Budget Committee.

(D) The Community Development Director shall be responsible for implementation and enforcement of steps to minimize utility cut damage to streets.

(E) The Finance Director shall be responsible for the administration and collection of fees under this ordinance.

#### **3.30.030 Dedication of Revenues**

(A) All funds and all proceeds from funds collected pursuant to this chapter shall be used for the Street Maintenance Program.

#### **3.30.040 Annual Street Maintenance Program Report**

(A) Each year the Community Development Director shall prepare and present to the Budget Committee and City Council the "Annual Street Maintenance Program Report." This document is a public record.

(B) The report shall include a narrative description of the overall condition of the street network, the findings of any new condition assessments, a detailed project schedule for the upcoming year, an updated 5-year project schedule, the project selection criteria employed, and a report on the previous year projects, workload impacts, and overall program progress. The report shall include revenues received relative to revenue projections, project cost inflation trends, and any other new developments that impact the adequacy of the program funds to meet program goals.

#### **3.30.050 Street Maintenance Fee**

(A) A Street Maintenance Fee is imposed and levied upon the responsible party for all developed property within the City. The fee shall be based on the direct and indirect use of or benefit derived from the use of public streets generated by the developed property, to be calculated as described in Section 3.30.060.

(B) The Street Maintenance Fee is also imposed and levied on the property owner of the developed property in the event of non-payment by the responsible party.



### **3.30.060 Determination of Street Maintenance Fee**

#### **(A) Residential Fees.**

1. Detached Single Family Residences shall be charged \$5.00 per month. ITE Code 210.
2. Multi-Family Residences, except for Senior Housing, mobile home parks, and Congregate Care, shall be charged \$3.34 per month for each dwelling unit. ITE Codes 220, 221, 222, 223, 224, 230, 231, 232, 233.
3. Detached Senior Housing and mobile home parks will be charged \$2.09 per month for each dwelling unit. ITE Codes 240, 250, 251.
4. Attached Senior Housing and Congregate Care facilities will be charged \$1.04 per month for each dwelling unit. ITE Codes 252, 253, 254.

#### **(B) Non-residential fees.**

1. Category Assignment. Each Non-Residential Developed Property in the City shall be assigned to a Category of Use according to the land use type listed in sub-section C.
2. Upon request of the customer, the Community Development Director shall review the Category of Use assignment. The Community Development Director shall consider evidence provided by the customer that relates to the actual trip generation patterns of the property in question. The determination of Category of Use shall not be considered a land use decision as that term is defined in ORS 197.015.
3. Fee calculation. The Street Maintenance Fee shall be calculated by multiplying the number of Units (listed in subsection C) by the trip rate per unit for that assigned Category of Use and then by the monthly per trip charge of \$0.522 to establish the monthly fee to be billed.
4. Fee minimum. The minimum monthly Street Maintenance Fee for non-residential accounts shall be \$5.00.

#### **(C) Category of Use.**

1. Category 0 shall be estimated at 1.00 trip per Unit. Land Uses include city park, state park, waterslide park, movie theater, military base, wholesale market, furniture store, general heavy industrial,

mini-warehouse, high cube warehouse, utilities. ITE Codes 411, 413, 414, 444, 501, 860, 890, 120, 151, 152.

2. Category 1 shall be estimated at 2 trips per Unit. Land Uses include county park, nursing home, discount club, light rail transit station w/ parking, all suite hotel, business hotel. ITE Codes 93, 311, 312, 412, 620, 861.
3. Category 2 shall be estimated at 4 trips per Unit. Land Uses include general aviation airport, general light industrial, industrial park, manufacturing, warehouses, hotel, motel, resort hotel, regional park, golf course, prison, general office, corporate headquarters, single tenant office, office park, research center, auto care center, self-service car wash, tire store, wholesale tire store, supermarket, discount supermarket, and toy/children's superstore. ITE Codes 22, 110, 130, 140, 150, 310, 320, 330, 417, 430, 571, 710, 714, 715, 750, 760, 840, 947, 848, 849, 850, 854 and 864.
4. Category 3 shall be estimated at 8 trips per Unit. Land Uses include water port/marine terminal, truck terminals, casino/video lottery establishment, tennis club, racquet club, elementary school, middle/junior high school, high school, church, hospital, business park, building materials/lumber, specialty retail center, nursery-retail (garden center), nursery-wholesale, shopping center, factory outlet center, quality restaurant, quick lubrication, auto parts sales, gasoline/service station, gasoline/service station w/convenience market, gasoline/service station w/convenience market and car wash, convenience market (16 hr), home improvement superstore, and video rental. ITE Codes 10, 30, 473, 491, 492, 520, 522, 530, 560, 610, 770, 812, 814, 817, 818, 820, 823, 931, 837, 843, 944, 945, 946, 852, 862 and 896.
5. Category 4 shall be estimated at 16 trips per Unit. Land Uses include beach park, marina, junior/community college, day care center/preschool, library, clinic, medical-dental office building, free-standing discount superstore, free-standing discount store, hardware/paint stores, high turnover sit-down restaurant, fast food restaurant w/drive through, new car sales, convenience market (24 hr), electronics superstore, apparel store, bank/savings w/walk-in, bank savings w/drive-in, bus depot, and racquetball club. ITE Codes 415, 420, 540, 565, 590, 630, 720, 813, 815, 816, 932, 934, 841, 851, 863, 870, 911, 912.
6. Category 5 shall be estimated at 32 trips per Unit. Land Uses are fast food restaurant w/out drive-through, convenience market w/gas pump, pharmacy/drug store w/out drive through, and



pharmacy/drug store w/drive-through. ITE Codes 933, 853, 880, and 881.

7. Category 6 shall be estimated at 64 trips per Unit. Land Uses include commercial airport, truck terminal, utilities, campground/recreational vehicle, multi-purpose recreational facility, government office building, US post office, and amusement (theme) park. ITE Codes 21, 30, 170, 416, 435, 730, and 732.
8. Category 7 shall be estimated at 128 trips per Unit. Land Uses include state motor vehicles department. ITE Codes 731.
9. Category 8 shall be estimated at 256 trips per Unit. Land Uses include park and ride lot with bus service. ITE Codes 90.

(D) Units. The Unit used in calculating the Non-Residential Street Maintenance Fee shall be one (1) thousand square gross square feet of building area, with the following exceptions. The Unit for parks, golf courses, park and ride facilities with bus service, cemeteries, marinas, and multi-purpose recreational facilities shall be one (1) acre. The Unit for lodges shall be one (1) member. The Unit for hotels or motels shall be one (1) room. The Unit for self-service car washes shall be one (1) wash stall. The Unit for tennis courts or racquet clubs shall be one (1) court. The Unit for quick lubrication vehicle stops or gas stations shall be one (1) fueling or service position. The Unit for movie theaters shall be one (1) seat.

(E) Unlisted uses. In the event that a property is occupied by a use that is not expressly listed in any of the above categories, the Community Development Director shall determine which category the property should be placed in, based on similarity in expected trip generation. If no category is appropriate, the Community Development Director shall determine the trips per unit shall be based on a transportation study, the Trip Generation Manual, or any other method of determining trips. Any determination by the Community Development Director under this section may be reviewed under the procedure described in section 3.30.090, sub-section (B). The result of the review may be appealed to the City Council by filing a notice of appeal within 10 days of the date notice of the result of the review is mailed to the property owner.

### **3.30.070 Administration of Street Maintenance Fee**

(A) The Street Maintenance Fee shall be billed and collected with and as part of the monthly sewer bill for those lots or parcels utilizing City sewer and billed and collected separately for those Developed Properties not utilizing City sewer. In the event of non-payment, the City may bill the property owner or take other action as authorized by law to collect from the responsible party.



(B) In the event funds received from City utility billings are inadequate to satisfy in full all of the sanitary sewer and Street Maintenance fees, credit shall be given first to the Street Maintenance fee and second to the sanitary sewer service charges.

(C) Notwithstanding any provision herein to the contrary, the City may institute any necessary legal proceedings to enforce the provisions of this ordinance, including, but not limited to injunctive relief and collection of charges owing. The City's enforcement rights shall be cumulative.

### **3.30.080 Waiver of Street Maintenance Fee in Case of Vacancy**

(A) When any property within the City becomes vacant and utility services are discontinued (if applicable), a waiver of the Street Maintenance Fee may be granted by the Finance Director upon written application of the person responsible, including a signed statement, affirming under penalty of perjury that the property is vacant, and upon payment of all outstanding sanitary sewer and street maintenance charges.

(B) For purposes of this section, "vacant" shall mean that an entire building or utility billing unit has become vacant or continuously unoccupied for at least 30 days. "Vacant" shall not mean that only a portion of a property without a separate water meter has become vacant or unoccupied.

(C) Fees shall be waived in accordance with this section only while the property remains vacant. The person responsible shall notify the City within 5 days of the premises being occupied, partially occupied or used, regardless of whether utility service is restored.

### **3.30.090 Street Maintenance Fee Appeal Procedure**

(A) Any owner who disputes any interpretation given by the City as to the Category of Use assigned to such owner's property pursuant to this ordinance may request a review and appeal such interpretation, but only in accordance with this section. The dispute must first be presented to the Community Development Director for review and thereafter may be appealed to the City Council in accordance with this section. Failure to appeal an interpretation made under this ordinance within the time and in the manner provided shall be sufficient cause to deny the relief requested. Except in cases of hardship as determined by the Council, disputes which result in changes in the Street Maintenance Fee charged under this ordinance shall become effective with the next billing cycle.

(B) A utility customer may request a review of the Category of Use assigned. The Community Development Director shall conduct the review, considering all relevant evidence presented by the customer related to their



actual trip generation patterns. Such evidence may include business records, parking lot usage, or traffic studies. The Community Development Director shall make a determination based on the evidence provided and provide notice to the customer.

(C) A customer who wishes to dispute an interpretation made by the Community Development Director as to the assigned Category of Use under this ordinance shall submit a written appeal to the City Administrator within 10 days from the date of notice of the Community Development Director's determination under subsection B of this section, together with a filing fee in the amount of \$300. The application for appeal shall specify the reasons therefore and include an engineering study prepared by a licensed professional engineer in conformance with the methodology outlined in the ITE Manual. Appeals shall be limited to the issue of whether the appropriate Category of Use has been assigned to the property.

(D) The City Administrator shall schedule the matter for City Council review and notify the appellant not less than 10 days prior to the date of such Council review. The Council shall conduct a hearing during a public meeting and determine whether there is substantial evidence in the record to support the interpretation given by the Community Development Director. The Council may continue the hearing for purposes of gathering additional information bearing on the issue. The Council shall make a tentative oral decision and shall adopt a final written decision together with appropriate findings in support. The decision of the Council with respect to the Category of Use shall be limited to whether the appellant has been assigned to the appropriate Category of Use. If the Council should determine that a different Category of Use should be assigned, it shall so order, provided no refund of prior Street Maintenance Fees shall be given. Only where the Council decision results in a change in Category of Use will the filing fee on the appeal be refunded. The Council decision shall be final.

### **3.30.100 Exceptions to Street Maintenance Fee**

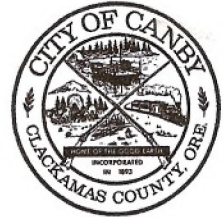
The following shall not be subject to the Street Maintenance Fee:

- (A) City of Canby public parking lots.
- (B) Publicly owned parkland, open spaces, and greenways, unless public off-street parking designed to accommodate the use of such areas is provided.
- (C) Areas encompassed by railroad and public rights-of-way, except for developed railroad property such as maintenance areas, non-rolling storage areas and areas used for the transfer of rail-transported goods to non-rail transport, which areas shall be subject to Street Maintenance Fees.

### **3.30.110 Severability**

In the event any section, subsection, paragraph, sentence or phrase of this chapter is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the chapter shall continue to be effective. If a court of competent jurisdiction determines that this ordinance imposes a tax or charge, which is therefore unlawful as to certain but not all affected properties, then as to those certain properties, an exception or exceptions from the imposition of the Street Maintenance Fee shall be created and the remainder of the ordinance and the fees imposed thereunder shall continue to apply to the remaining properties without interruption. Nothing contained herein shall be construed as limiting the City's authority to levy special assessments in connection with public improvements pursuant to applicable law.





# MEMORANDUM

**TO:** *Honorable Mayor Thompson and City Council*  
**FROM:** *John R. Williams, Community Development & Planning Director*  
**DATE:** *December 13, 2007*  
**THROUGH:** *Mark C. Adcock, City Administrator*

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Issue: Engineering services for Knights Bridge Road reconstruction.

Synopsis: Knights Bridge Road is our next priority project for Transportation System Development Charge funds. This ordinance authorized Curran-McLeod, Inc. to undertake design and construction engineering services for this project. The \$102,000 contract includes surveying, roadway design, contract bid preparation, construction oversight, and related services.

Recommendation: Staff recommends that the City Council approve Ordinance 1264, awarding the design engineering contract for the Knights Bridge Road reconstruction to Curran-McLeod, Inc.

Rationale: Curran-McLeod, Inc. has provided contract engineering services to the City for many years. They have successfully designed and completed numerous road projects for the City, including most recently S. Berg Parkway, SE 2<sup>nd</sup> Avenue, S. Sequoia Parkway, and S. Hazel Dell Way. Their proposal for this project has been reviewed and approved by our new Public Works Operations Manager, Dwayne Barnes.

Background: The proposed contract will be paid for by System Development Charges. Based on initial project estimates, funds are available for both the engineering and construction of this project. As the Council will recall, letters have been sent to property owners to advise them that the project is scheduled for fall 2008. We are working to coordinate this project with all property owners and utility providers.

The engineering design phase, budgeted at \$48,000, includes surveys, roadway design, graphics, and bid document preparation. The engineering construction phase, budgeted at \$54,000, includes advertisements, bidding, staking, field testing, contract administration, and inspections. Construction phase services will be billed on an hourly basis as needed.

\$90,000 will come from 420-420-431-7600 (Transportation SDC) while \$12,000 will come from 306-318-434-7615 (Sanitary Sewer SDC) to pay for needed improvements and relocation of the Knights Bridge sewer pump station.

Attached: Ordinance 1264; engineering report including cost estimates; proposed contract.

Reviewed by Finance Department: Charmee Sigurd

**ORDINANCE NO. 1264**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES ON THE RECONSTRUCTION OF APPROXIMATELY 2,500 LINEAL FEET OF KNIGHTS BRIDGE ROAD.**

**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**, the City of Canby anticipates the need to reconstruct approximately 2,500 lineal feet of Knights Bridge Road from N. Baker Drive to N. Holly Street; and

**WHEREAS**, this project will be funded by Transportation System Development Charges and funds are available to undertake the engineering phase of the project; now therefore,

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

Section 1. The Mayor and City Administrator 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 in an amount not to exceed \$102,000.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, January 2, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16, 2008, at the hour of 7:30 pm in the Council Chambers at 155 NW 2nd, Canby, Oregon.

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro-Tem

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 16<sup>th</sup> day of January, 2008, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

\_\_\_\_\_  
Melody Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro-Tem



November 23, 2007

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

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

Mr. John Williams  
Community Development Director  
City of Canby  
170 NW 2<sup>nd</sup> Avenue  
Canby, OR 97013

EXHIBIT "A"

**RE: CITY OF CANBY  
KNIGHTS BRIDGE ROAD RECONSTRUCTION**

Dear John:

This letter is to summarize the scope of engineering and construction services for the City of Canby Knights Bridge Road project, funded through the Transportation System Development Charge and scheduled for construction in the summer of 2008. We have reviewed the scope of work and prepared detailed estimate of design and construction engineering costs.

Our work scope includes payment of all plan review fees for water and wastewater improvements, and project advertising costs. We do not anticipate the need for any geotechnical work or other specialty subcontractors.

The scope of the proposed work will extend from N. Baker Drive to N. Grant Street, with a total length of approximately 2,500 lineal feet. The Transportation System Plan calls for Knights Bridge Road to be widened by 4 feet to 44 feet total. This expansion is very costly for the minimal benefit. Expanding the street the two additional feet on each side will require two additional feet of landscape disruption and the removal and replacement of all curbs and sidewalks, some of which were placed relatively recently by private developers as well as through various City projects.

Regardless of the width being 40 feet or 44 feet, there is adequate room for parking on one side only if we intend to provide painted bike lanes. As a result, we recommend the street width not be increased the additional 4 feet, and we have based our scope of engineering services on this recommendation.

The scope of work will include construction of all remaining 4.5 foot sidewalks on both sides of the roadway, removing and replacing the travel surface with 4 inches of AC over 12" of base rock, and striping for two 12-foot traffic lanes, two 6-foot bike lanes and an 8-foot parking on one side only.

No additional utility lines appear to be needed as this area is served with existing sanitary sewer and domestic water. Water and franchise utilities will most likely, however, want to make upgrades as a component of the work. The sanitary sewer pumping station will also require a substantial upgrade. This station has been problematic for years due to the grease build-up in the shallow wet well, odd configuration and difficult access. The work scope will include negotiating for an easement to set the station further off-street and install a new deeper wet well, new controls and landscaping. We do not anticipate adding an engine generator, however, the City should confirm this. A generator is a basic necessity that should be added if funding is available.

Our approach would be to either grind the existing asphalt surface and apply 6% cement to the subbase, or remove all of the existing failed AC and rock section to replace with new. This selection will be determined on the cost and efficiencies of each option. It is more difficult to restore with cement additives when the AC elevations are limited by existing curbs and where there is an abundance of existing utilities to incorporate into the work, as in this case.

A preliminary estimate of construction costs is attached and totals approximately \$835,000 including \$100,000 in contingencies.

According to the County assessors maps, the existing right-of-way on Knights Bridge Rd is 110-foot at the Molalla River, reduces to 60-foot at North Aspen Drive and remains 60-foot until North Holly Street. The existing right-of-way width is adequate to construct the sidewalks without any additional dedications or easements. We will need to secure additional area for the pumping station.

**Design Phase Engineering Cost Estimate:**

Research, Field Surveys	\$6,000
Base Drawings, 5 sheets	3,000
Roadway & Sidewalk Design	10,000
Pump Station Design, 3 sheets	8,000
Electrical Design	4,000
Graphics, 11 sheets	8,000
Contract Documents & specifications	5,000
Permitting, Approvals, Reproduction	<u>4,000</u>

Total Engineering Design     \$48,000

Design costs will be based on a lump sum and billed as a percent complete. Construction Phase Engineering is as-needed and will be billed hourly based on our standard hourly rates.



Mr. John Williams  
November 23, 2007  
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Following is an estimate of all construction phase engineering costs to be used as a budget guideline:

**Construction Engineering Cost Estimate:**

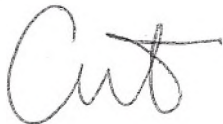
Advertisement & Bid Procedure	\$6,000
Construction Staking	6,000
Geotechnical / Field Testing	4,000
Contract Administration	14,000
Inspection, (total 20 weeks)	20,000
As-Built & Project Closeout	<u>4,000</u>

**Construction Phase Engineering** **\$ 54,000**

We have enclosed a draft contract for this work for your review. If you would like any revisions or have any questions, please call.

Sincerely,

**CURRAN-McLEOD, INC.**



Curt J. McLeod, PE

Enclosure:    Engineering Contract  
                    Preliminary Construction Cost Estimate

cc:    Mr. Dan Mickelsen  
       Mr. Dwayne Barnes  
       Mr. John Kelley, Esq.

## PRELIMINARY COST ESTIMATE (October 2007)

### **Knights Bridge Road reconstruction**

between N. Baker Drive and N. Grant Street (2,500 LF, 40-foot wide paved surface)

Item No.	Description	Quantity	Unit	Unit Price	Total
<b>A. Site Preparation</b>					
A.1	Mobilization	All	Lump Sum	\$23,500.00	\$23,500.00
A.2	Temporary Protection & Direction of Traffic	All	LS	10,000.00	10,000.00
A.3	Erosion Control	All	LS	3,000.00	3,000.00
A.4	Clearing & Grubbing	All	LS	5,000.00	5,000.00
A.5	Common Excavation	5,000	CY	10.00	50,000.00
A.7	Subgrade/ Trench Stabilization	100	CY	40.00	4,000.00
A.8	Sawcut Asphalt/ Concrete Pavement	1,000	LF	2.00	2,000.00
A.9	Signs Relocation	15	Each	100.00	1,500.00
Subtotal					\$99,000.00
<b>B. Paving and Surfacing</b>					
B.1	1"-0" Crushed Rock (12" deep)	11,100	SY	9.00	\$99,900.00
B.2	Type "C" Concrete Curb	500	LF	12.00	6,000.00
B.3	Asphalt Grinding (0"- 4" Deep)	0	SY	2.75	0.00
B.4	Rototill 6% Cement into Subbase	0	SY	4.25	0.00
B.5	6" Concrete Driveway w/ Leveling Rock & WWF or Reinforced Fiber Mesh	400	SY	45.00	18,000.00
B.6	4" Concrete Sidewalk w/ Leveling Rock	1,200	SY	35.00	42,000.00
B.7	Detectable Warning Cast-in-Place Tile (ADA Ramp )	12	Each	500.00	6,000.00
B.8	½" Dense Mix Asphalt Pavement (4" thickness)	2,500	Tons	70.00	175,000.00
B.9	Site Restoration	All	LS	15,000.00	15,000.00
B.10	Pavement Striping	All	LS	10,000.00	10,000.00
B.11	Fence Relocation or Replacement	1,000	LF	20.00	20,000.00
Subtotal					\$391,900.00
<b>C. Storm Drainage</b>					
C.1	12" Diameter HDPE Detention Pipe including Trench Excavation & Crushed Rock Backfill	200	LF	50.00	\$25,000.00
C.2	48" Diameter Sedimentation Manhole	3	Each	5,000.00	25,000.00
C.3	Type G-2 Catch Basins	10	Each	1,200.00	12,000.00
Subtotal					\$62,000.00



<b>D. Sanitary Sewer</b>					
D.1	KB Pump Station Rehabilitation	All	LS	\$150,000	\$150,000
D.2	Adjust 48" Diameter Standard Manhole to Grade	10	Each	500.00	5,000.00
Subtotal					\$155,000.00
<b>E. Waterlines</b>					
E.1	Adjust Water Valves to Grade	20	Each	100.00	2,000.00
Subtotal					\$2,000.00
<b>F. Utilities</b>					
F.1	Relocate Existing power/Light Poles	20	Each	1,500.00	\$25,000.00
Subtotal					\$25,000.00
TOTAL CONSTRUCTION COST					\$734,900.00

Construction Cost	\$735,000
Engineering Design	48,000
Engineering Construction Management	<u>54,000</u>

Subtotal Cost	\$837,000
Contingencies	<u>103,000</u>

<b>Total Construction Cost</b>	<b>\$ <u>940,000</u></b>
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**CITY OF CANBY  
KNIGHTS BRIDGE ROAD RECONSTRUCTION  
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 reconstruct Knights Bridge Road from North Baker Drive to North Grant Street including constructing new travel surface, concrete sidewalks, sanitary sewer pumping station upgrade and site restoration for approximately 2,500 feet, 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 November 23, 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, 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 any permits and review fees as provided in Section F-2 of this Agreement. The ENGINEER shall advertise for construction bids one time only in the Portland Daily Journal of Commerce and one time only in a regional publication promoting minority business involvement on behalf of the OWNER.
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 three 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 industry 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, including completion of all geotechnical testing required to confirm compaction efforts.



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 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 Phase Engineering**

(as identified in the attached letter dated November 23, 2007 marked exhibit 'A'):

Forty Eight Thousand Dollars (\$48,000)

### **Construction Phase Engineering:**

(as identified in the attached letter dated November 23, 2007 marked exhibit 'A'):

Fifty four Thousand Dollars (\$54,000)

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 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 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 and B, 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:

ENGINEER:

CITY OF CANBY

CURRAN-McLEOD, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STANDARD HOURLY RATES

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EXHIBIT 'B'

Effective February 25, 2007

Senior Principal Engineer	\$ 120.00
Principal Engineer/Manager	110.00
Project Engineer/Project Manager	100.00
Design Engineer	92.00
Design Technician	70.00
Graphics Technician	55.00
Word Processing	50.00
Resident Project Representative	60.00

## REIMBURSABLE EXPENSES

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Reproduction expenses are at cost.

Auto expenses reimbursed at 48.5¢ per mile.

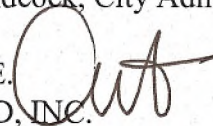
Per diem expense at cost.

CURRAN-MCLEOD, INC., Consulting Engineers

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

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

**TO:** Honorable Mayor and City Council  
City of Canby  
ATTN: Mr. Mark Adcock, City Administrator

**FROM:** Curt J. McLeod, P.E.   
CURRAN-McLEOD, INC.

**DATE:** December 26, 2007

**ISSUE:** SEQUOIA PARKWAY STAGES 5 & 6 AND  
TOWNSHIP ROAD STREET IMPROVEMENTS  
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1265

**SYNOPSIS:** On December 18th, 2007, the City of Canby received twenty three (23) bids for construction of Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements. This staff report is to request Council approval for award of the contract to the low responsive bidder.

**RECOMMENDATION:**

That the Council approve Ordinance 1265 authorizing the Mayor and City Administrator to execute a contract with Parker Northwest Paving Company in the amount of \$1,159,784.35 for construction of Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements; and declaring an emergency.

**RATIONALE:**

Competitive sealed bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. Of the twenty three bids received, Parker Northwest Paving Company submitted the low responsible and responsive bid.

**BACKGROUND:**

This project includes two phases of street improvements and is a continuation of previous improvements in the Logging Road Industrial Park. In the past few years the name of the industrial park has been modified to now be the Canby Pioneer Industrial Park. This contract is the fifth and sixth stage of phase II development in the park. Phase V of the project will extend from the terminus of Sequoia Parkway/ Walnut



Street/ SE 4<sup>th</sup> Avenue to Township Road approximately 1,150 feet while phase VI will extend 650 feet south of Township Road. These improvements will include reconstruction of approximately 600 feet of Township Road to 44-foot width. The southerly half of the Township Road improvements are funded by American Steel Corporation as conditioned by the City of Canby Planning Commission, Findings, Conclusions & Final Order DR.

This project has been placed on a fast track for construction in an effort to meet American Steel Corporation's accelerated schedule for operations. Dedication of the needed right-of-ways are still in process but will be accomplished within the time frame allowed in the construction contract.

Funding for the project is provided by a loan from the Oregon Economic and Community Development Department. OECDD has approved of the City's actions to proceed as final loan documents are being prepared. Final loan documents will be executed at the first meeting in January 2008.

Debt service is anticipated to be through formation of a Local Improvement District with the benefitted properties. The LID formation was acknowledged and approved in a Memorandum of Understanding executed by the benefitted property owners.

Attached to this staff report is a bid tabulation of the twenty three bids received. The third lowest bidder did not acknowledge the second addendum and seven of the bidders ranking between fifteen and twenty one did not submit the First Tier Sub-Contractor Disclosure Forms which deems their bids as non-responsive. Five of the bidders (third, fourth, eighth, sixteenth and eighteenth) had mathematical errors on their bids but did not affect the bid outcome. All bidders were pre-qualified for this project and correctly executed the documents except as stated above.

Attached is Ordinance 1265 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Parker Northwest Paving Company and execute a contract for construction in the amount of \$1, 159,784.35.

**FISCAL IMPACT:**

This project will be funded through an OECDD loan, with debt service provided through the Urban Renewal District tax increment financing (40%) and through a Local Improvement District of benefitted properties (60%). Sufficient revenues are available from the current Tax Increment Financing to support the City's share of the required debt service.

Honorable Mayor & City Council  
December 26, 2007  
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The total project cost estimate is \$2,840,000. This total is comprised of award of the construction contract to the low bidder for \$1,159,784.35 (of which approximately \$289,600 of the bid amount will be reimbursed to the City by American Steel Development for constructing half street improvements on Township Rd as conditioned by the City of Canby Planning Commission Findings) plus approximately \$180,000 estimated for electrical infrastructure by Canby Utility, plus approximately \$187,000 for total engineering and surveying expenses and approximately \$1,600,000 for right-of-way acquisition and uncommitted contingencies.

ENCLOSURES:

- Bid Summary
- Ordinance Number 1265
- Exhibit 'A' Construction Contract

cc: John Williams  
Dwayne Barnes  
Kim Scheafer  
John Kelley, Esq.



**ORDINANCE NO. 1265**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PARKER NORTHWEST PAVING COMPANY FOR CONSTRUCTION OF SEQUOIA PARKWAY STAGES 5 & 6 AND TOWNSHIP ROAD STREET IMPROVEMENTS; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore advertised and received twenty three (23) bids for the Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on November 27th, 2007; and

**WHEREAS**, bids were received and opened on December 18th, 2007 at 2:00 pm in the Council Chamber of the Canby City Hall and the twenty three (23) bids were read aloud:

**WHEREAS**, the six lowest bidders are as listed below and a list of all bidders is attached herein:

<b>Parker NW Paving Company</b>	1105 Abernathy Road Oregon City, OR 97045	\$1,159,784.35
<b>Dow Bros., Inc.</b>	1045 N. 4 <sup>th</sup> Avenue Cornelius, OR 97113	\$1,186,104.52
<b>L.S. Henrickson Construction</b>	P.O. Box 230639 Tigard, OR 97281	\$1,191,381.70
<b>Northwest Earthmovers, Inc.</b>	P.O. Box 1467 Tualatin, OR 97062	\$1,286,916.00
<b>C&amp;M Construction, Inc.</b>	21287 SW Oregon Street Sherwood, OR 97140	\$1,301,445.75
<b>Camrock Excavation, Inc.</b>	P.O. Box 644 Gresham, OR 97030	\$1,322,793.00

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 2, 2008, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

**WHEREAS**, the Canby City Council determined that the low responsive bid was that of Parker Northwest Paving Company; now therefore

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

Section 1. The Mayor and City Administrator 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 Parker Northwest Paving Company for Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements, for the bid amount of \$1,159,784.35. A copy of the contract with Parker Northwest Paving Company 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, January 2nd, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> Avenue, Canby, Oregon.

\_\_\_\_\_  
Kimberly Scheafer, CMC  
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 January, 2008, by the following vote:

YEAS \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Thompson, Mayor

\_\_\_\_\_  
Kimberly Scheafer, CMC  
City Recorder Pro Tem