

AGENDA

CANBY CITY COUNCIL MEETING

May 2, 2007, 7:30 P.M.

Council Chambers

155 NW 2nd Avenue

Mayor Melody Thompson

Council President Walt Daniels

Councilor Teresa Blackwell

Councilor Paul Carlson

Councilor Randy Carson

Councilor Tony Helbling

Councilor Wayne Oliver

WORK SESSION

6:30 P.M.

City Hall Conference Room

182 N Holly

The City Council will be meeting in a Work Session to receive training on public record laws.

CITY COUNCIL MEETING

1. CALL TO ORDER

- A. Pledge of Allegiance and Moment of Silence
- B. National Association of Letter Carriers Food Drive Day Proclamation Pg. 1
- C. Poppy Days in Canby Proclamation Pg. 2
- D. Employee of the Month Presentation – March 2007 Pg. 3

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

- A. Approval of Accounts Payable \$196,564.38
- B. Approval of Minutes of the April 18, 2007 City Council Work Session and Regular Meeting

7. **OLD BUSINESS**
 - A. Findings, Conclusion & Final Order ZC 07-02 (STJ LLC) Pg. 4
 - B. Continuation of Discussion Regarding North Baker Drive Pg. 7
8. **RESOLUTIONS & ORDINANCES**
 - A. Ord. 1236, Authorizing Contract with Cedar Mill Construction for Construction of Restroom and Support Facilities for Maple Street Park and Legacy Park (2nd Reading) Pg. 9
 - B. Ord. 1239, Amending the Zoning Map of the City of Canby, Clackamas County, Oregon for Tax Lots 1500 & 1501 of Tax Map 3-1E-27CB (2nd Reading) Pg. 11
 - C. Ord. 1240, Authorizing Contract with Curran-McLeod for Engineering Services to Complete Improvements to the WWTP Pg. 13
 - D. Ord. 1241, Authorizing Contract with Curran-McLeod for Design and Construction Engineering of the NW Canby Sidewalk and ADA Improvement Project Pg. 30
 - E. Ord. 1242, Authorizing Contract with Canby Excavating, Inc. for Construction of South Berg Parkway Roadway Extension Pg. 46
9. **NEW BUSINESS**
10. **CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
11. **CITIZEN INPUT**
12. **ACTION REVIEW**
13. **EXECUTIVE SESSION:** ORS 192.660(2)(d) Labor Negotiations and ORS 192.660(2)(h) Pending Litigation
14. **ADJOURN**

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.4021 ext. 233. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. City Council and Planning Commission Meetings are broadcast live and can be viewed on OCTS Channel 5. For a schedule of the playback times, please call 503.263.6287.



OFFICE OF THE MAYOR

Proclamation

“National Association of Letter Carriers National Food Drive Day”

WHEREAS, the National Association of Letter Carriers, in conjunction with the United States Postal Service, AFL-CIO, United Way and local food banks are coordinating a non-perishable food drive; and

WHEREAS, the Saint Vincent de Paul Food Bank at St. Patrick’s Church and Canby’s local food banks are in need of food at all times; and

WHEREAS, the local food bank shelves are continually in need of replenishment due to the ongoing dramatic increase in the need for food; and

WHEREAS, the local letter carriers will collect non-perishable food items placed by mailboxes on Saturday, May 12, 2007.

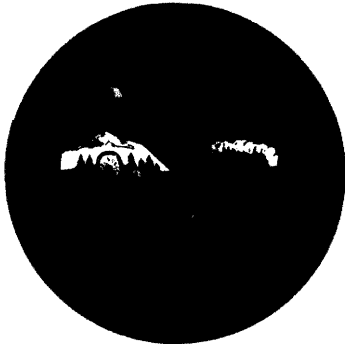
NOW, THEREFORE, I, Melody Thompson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim Saturday, May 12, 2007 as

**2007 National Association of Letter Carriers National Food
Drive Day**

and urge all citizens of the City of Canby to participate in this worthwhile event by donating non-perishable food items to help feed those who are in need.

Given unto my hand this 2nd day of May, 2007.

Melody Thompson
Mayor



OFFICE OF THE MAYOR

Proclamation

“Poppy Days in Canby”

WHEREAS, the American Legion Auxiliary adopted the poppy as its memorial flower which pays tribute to the war dead and serves as a source of aid to surviving veterans and their families; and

WHEREAS, the contributions provided by the American Legion Auxiliary are put to good use in support of the children and youth of the Canby community and toward the rehabilitation and care of veterans; and

WHEREAS, the work of the American Legion Auxiliary through the annual sale of poppies is a proper and fitting tribute to the acts of patriotism and courage made by our nation’s veterans in time of national need.

NOW, THEREFORE, I, Melody Thompson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May 2007 as

Poppy Month

and I do further proclaim the week of May 13 through May 19, 2007 as

Poppy Days in the City of Canby

and urge all citizens of the City of Canby to proudly remember the sacrifices made by the members of our Armed Forces by contributing to the American Legion Auxiliary during the month of May 2007 in support of their service to our country’s veterans.

Given unto my hand this 2nd day of May, 2007.

Melody Thompson
Mayor

**City of Canby
Employee of the Month
Nomination Form**

Name of Nominee: Lou Westwick Date: 4/12/07

Department: Collections Nominated By: Suzan Duffy

Which of these criteria describes the reason for your nomination of this person?

- ☐ Improved quality
 - ☒ Timely completion of a project
 - ☐ Demonstrates exemplary leadership and integrity
 - ☐ Excellent customer service (demonstrating exceptional customer service, an on-going commitment to customers, or innovation or creativity in customer service)
 - ☒ Overcame adverse obstacles or worked under unusual conditions
 - ☐ Increased program effectiveness or efficiency
 - ☒ Saves the City time/money
 - ☐ Improved levels of cooperation
 - ☐ Exceeds performance expectations
-

Can you please explain in 3 or 4 more detailed sentences, why you think this person should be nominated for "Employee of the Month", especially as it relates to the item(s) you checked above. Please attach an additional sheet if necessary.

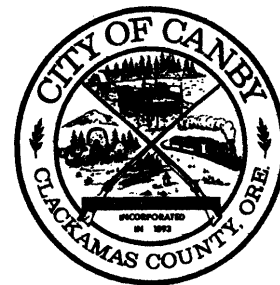
During slow periods this winter, Lou Westwick worked on updating the Cemetery and Mausoleum maps, which have been largely handwritten over the past seven or more years. The maps were tattered and in some cases hard to read. Using a pen and ink method on mylar, Lou updated the names and dates on all the burials and reserved spaces, and created from scratch the mausoleum maps. We are lucky to have someone with this skill on board, as an outside party would be hard to find and very expensive. Lou coordinated with the Cemetery sexton and me to achieve the utmost accuracy. His memory of the cemetery set-up and even specific burials was phenomenal and assisted in clearing up errors. He was friendly and diligent on this project and made the extra effort to have the maps copied locally at a reasonable cost. He provided a clean and complete product in March that allows us to provide better customer service to cemetery buyers and genealogical researchers. I really appreciate Lou's work on this project and think he should be commended.

Please return this form to the Department Director of the nominee.


Department Director's Signature

April 13, 2007
Date

4/12/2007



**BEFORE THE CITY COUNCIL
OF THE
CITY OF CANBY**

A REQUEST TO CHANGE ZONING FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL)))	FINDINGS, CONCLUSION & FINAL ORDER ZC 07-02 (S.T.J., LLC)
--	-------------	--

NATURE OF APPLICATION

The applicant is seeking to change the zoning designation for two tax lots totaling 0.89 acres. The lots are described as Tax Lot 1500 and 1501 of Map 3-1E-27CB. The lots are located south of NE Territorial Road and west of the Molalla Forest Road. Tax lots 1500 and 1501 are zoned R-1. The applicant proposes to amend zoning to reflect the Comprehensive Plan designation of R-2, High Density Residential. Adjacent properties are also designated High Density Residential in the Comprehensive Plan. There is an existing residence located on Tax Lot 1501.

Adjacent uses include single family subdivisions (west and east, across the Molalla Forest Road); apartments (south); large lots not yet subdivided or annexed (east across the Molalla Forest Road); and the golf course with associated residential development (north). Water and Sewer are available from NE Territorial Road. No development plans are associated with the zone change at this time.

HEARINGS

The Planning Commission held a public hearing and considered this application at its meeting on March 26, 2007. The Planning Commission voted 7-0 to recommend approval. The City Council held a second public hearing to consider the application at its April 18, 2007 meeting. The Council voted 6-0 to approve the proposed zone map amendment.

CRITERIA AND STANDARDS

Section 16.54.040(B) states: *In judging whether or not the zoning map should be amended or changed, the City Council shall consider:*

- A. The Comprehensive Plan of the City, giving special attention to Policy 6 of the land use element and implementation measures therefore, and the plans and policies of the County, state and local districts in order to preserve functions and local aspects of land conservation and development;*
- B. Whether all required public facilities and services exist or will be provided concurrent with development to adequately meet the needs of any use or development which would be permitted by the new zoning designation.*

**Findings, Conclusions & Final Order
ZC 07-02
Page 1 of 3**

FINDINGS AND REASONS

At the public hearing of April 18, 2007 the City Council considered the record and the Planning Commission's findings and recommendation for approval.

After holding the public hearing and considering the Record for the application, the City Council deliberated and reached a decision on April 18, 2007 for approval of the applicant's request for zone change. The City Council adopted the Planning Commission's written findings of April 9, 2007 which are reflected below:

- A. This application is in compliance with all elements of the Comprehensive Plan of the City, including Policy 6 of the Land Use Element, and the plans and policies of the County, state and local districts.
- B. All required public facilities and services exist or will be provided concurrent with development to adequately meet the needs of any use or development which would be permitted by the new zoning designation.

DECISION

THE CITY COUNCIL of the City of Canby hereby approves **ZC 07-02**.

*To: Council
City of Canby
Hassan*

**CURRAN-McLEOD, INC.
CONSULTING ENGINEERS**

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

Mat

April 16, 2007

Ms. Matilda Deas, AICP
City of Canby Planning
170 NW 2nd Ave.
Canby, OR 97013

**RE: CITY OF CANBY
N. BAKER DRIVE ROADWAY ACCESS IMPROVEMENTS**

Dear Matilda,

Upon your request we have prepared a cost estimate to improve N. Baker Drive from its current condition and to limit the traffic to "one way" access in the southbound direction. The enclosed estimate provides a more expensive approach if desired by the City.

On the other hand, it is our opinion that the least expensive way would be to maintain the roadway as is and place traffic signs to ensure the proper access use. The cost for this scenario would be less than \$1,500.

If you have any questions or need additional information, please let us know.

Sincerely,

CURRAN-McLEOD, INC.



Hassan Ibrahim, PE

ORDINANCE NO. 1236

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CEDAR MILL CONSTRUCTION COMPANY OF TUALATIN, OREGON FOR THE CONSTRUCTION OF RESTROOM AND SUPPORT FACILITIES FOR MAPLE STREET PARK AND LEGACY PARK; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to construct restroom and support facilities for Maple Street Park and Legacy Park; and

WHEREAS, the City has prepared a solicitation including BOLI wage rate provisions and a timeline that is required for the successful construction of these facilities that will meet all liability and professional installation requirements; and

WHEREAS, this solicitation resulted in five proposals as follows:

	MAPLE STREET PARK	LEGACY PARK	TOTAL
Cedar Mill Construction	\$236,276	\$181,619	\$417,895
Emerick Construction	234,663	192,711	427,374
Bourke Construction	256,375	196,576	452,951
Canby Excavating	278,085	194,603	472,688
First Cascade Corporation	260,257	214,427	474,684

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed the quote from Cedar Mill Construction of Tualatin, Oregon, reviewed the staff report and believes it to be in the best interest of the City to enter into a contract with Cedar Mill Construction for the construction of restroom and support facilities for Maple Street Park and Legacy Park; 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 Cedar Mill Construction Company of Tualatin, Oregon for construction of restroom and support facilities for Maple Street Park and Legacy Park in the amount of \$417,895.00.

2nd Reading

Section 2. Emergency Declared.

It being necessary for the health, safety and general welfare of the citizens of Canby, that these public improvements be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, April 18, 2007 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, May 2, 2007 commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City Hall in 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 2nd day of May, 2007, by the following vote:

YEAS _____ NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer
City Recorder Pro-Tem

ORDINANCE NO. 1239

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CANBY, CLACKAMAS COUNTY, OREGON FOR TAX LOTS 1500 & 1501 OF TAX MAP 3-1E-27CB.

WHEREAS, an application was filed with the City by S.T.J. LLC to change the zoning of two parcels totaling 0.89 acres from Low Density Residential (R-1) to High Density Residential (R-2); and

WHEREAS, a public hearing was conducted by the Canby Planning Commission on March 26, 2007 after public notices were mailed, posted and printed in the Canby Herald, as required by law; and

WHEREAS, the Canby Planning Commission heard and considered testimony regarding the proposed zone change at the public hearing. At the conclusion of the public hearing, the Planning Commission voted 7-0 to recommend that the City Council approve the application. The Findings, Conclusions and Order was approved by the Planning Commission and forwarded to the Council with its recommendation; and

WHEREAS, the Canby City Council considered the matter and the recommendation of the Planning Commission following a public hearing held at its regular meeting on April 18, 2007; and

WHEREAS, the Canby City Council, after considering the staff report, reviewing the record of the Planning Commission's decision and conducting its own public hearing, voted to accept the Planning Commission's recommendation;

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Tax Lots 1500 & 1501 OF TAX MAP 3-1E-27CB is rezoned from Low Density Residential (R-1) to High Density Residential (R-2) as called for in Canby's Comprehensive Plan.

Section 2. The Mayor, attested by the City Recorder, is hereby authorized and directed to make the appropriate change on the City's zoning map in accordance with the dictates of Section 1 of this Ordinance.

SUBMITTED to the Council and read the first time at a regular meeting thereof on April 18, 2007 ordered posted in three (3) public and conspicuous places in the City for a period of

five (5) days, as authorized by the Canby City Charter; and to come up for final reading and action by the Canby City Council at a regular meeting thereof on May 2, 2007, commencing after the hour of 7:30 p.m., at the Council's regular meeting chambers at the Canby City Hall in Canby, Oregon.

Kimberly Scheafer
City Recorder - Pro Tem

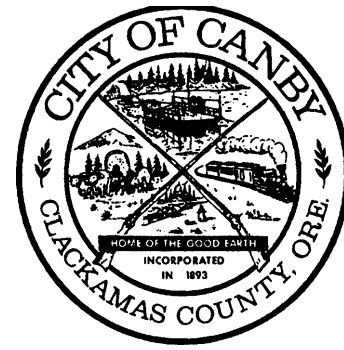
PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on May 2, 2007 by the following vote:

YEAS _____ NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer
City Recorder Pro Tem



MEMORANDUM

TO: *Honorable Mayor Thompson and City Council*
FROM: *Darvin Tramel, Wastewater Treatment Plant Supervisor*
DATE: *April 19, 2007*
THROUGH: *Mark C. Adcock, City Administrator*

Issue: Ordinance 1240, a contract with Curran –McLeod Engineering, Inc. for engineering services for the pre-design work of the Phase III improvements to the City of Canby Wastewater Treatment Facility.

Synopsis: An engineering contract with Curran & McLeod Engineering for \$50,000. This contract is the first contract that will include a portion of the pre-design and design engineering, council packet and bid documents associated with the Phase III treatment facility improvements. The remaining engineering for the design work will be budgeted in the fiscal year 2007-2008. Construction engineering will be awarded and included in the final construction costs prior to the project going to bid. Projects listed for the Phase III improvements are detailed in our Capital Improvement Plan, which was updated during the sewer rate survey. The Council approved \$50,000 dollars in funding for the initial design work for the Phase III Treatment Facility Improvements.

Recommendation: Staff recommends the Council adopt Ordinance 1240.

Rationale: Phase III is a combination of projects that were deleted from the Phase II facility upgrade and three projects from our Capital Improvement plan. The Projects listed for the Phase III upgrade are a Secondary Scum Pump Station, Effluent Filtration Equipment, Septage Receiving Station, Biosolids Drying Unit and storage, and an upgraded Effluent Disinfection Facility.

The need to proceed forward with the project is based on recent critical failures in our older disinfection process, more stringent DEQ requirements for the effluent and biosolids, the continued loss of winter biosolids application sites and the community need for an RV receiving station with staff oversight.

There will be no negative impact on services. Funds are available in Sewer Reserves.

Options: 1. Reject the ordinance and either stop or delay the Phase III project.

Attached: Ordinance 1240.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
Chauver Seifert

ORDINANCE NO. 1240

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR ENGINEERING SERVICES TO COMPLETE IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT; 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, the City of Canby has also heretofore advertised and received proposals for engineering services, completed oral interviews and selected CURRAN-MCLEOD, INC. to complete needed engineering services for the Wastewater Treatment Facility, Phase I and II improvements including portions of the work required herein; and

WHEREAS, CURRAN-MCLEOD, INC. has provided preliminary planning, preliminary engineering and cost estimates for engineering and construction for the needed improvements to the Wastewater Treatment Plant; and

WHEREAS, the City of Canby has budgeted expenditures for this work in FY 2006-2007 and 2007-2008; 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 \$50,000 for design phase services in Fiscal Year 2006-2007, with an additional \$57,000 design phase services in Fiscal Year 2007-2008, and an estimated budget of \$64,000 for subsequent construction phase services.

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 as required by the Canby City Charter and scheduled for second reading on Wednesday, May 16, after the hour of 7:30 pm at the Council 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 _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, City Recorder Pro-Tem

**CITY OF CANBY
PHASE III WASTEWATER TREATMENT PLANT IMPROVEMENTS
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this _____ day of _____, 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 make Phase III improvements to the Wastewater Treatment Plant including construction of a Secondary Scum Pumping Station, Effluent Filtration Equipment, RV Waste Receiving Station, Effluent Disinfection Improvements and Sludge Drying & Storage, 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 June 15, 2006, 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

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 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.
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 Engineering:

- One Hundred Seven Thousand and No/100 Dollars (\$107,000)

Design phase work will be scheduled to limit expenditures in Fiscal Year 2006 - 2007 to \$50,000, with the remaining efforts to be billed in Fiscal Year 2007 - 2008.

Construction Engineering:

- Sixty Four Thousand and No/100 Dollars (\$64,000)

Construction phase work will be scheduled for expenditures in Fiscal Year 2008 - 2009.

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 for pre-design and 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 Design phase work will be scheduled to limit expenditures in Fiscal Year 2007 to \$50,000, with the remaining efforts to be billed in Fiscal Year 2008. 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: CITY OF CANBY ENGINEER: CURRAN-McLEOD, INC.

SIGNATURE: _____ SIGNATURE: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

June 15, 2006

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223Mr. Darwin Tramel
City of Canby
182 North Holly Street
Canby, OR 97013**RE: CANBY WASTEWATER TREATMENT PLANT
PHASE III WASTEWATER TREATMENT IMPROVEMENTS**

Dear Darwin:

Attached is a draft contract for your review and a task plan for the 2006 -07 budget year for Phase III improvements to the Wastewater Treatment Plant. This letter discusses each improvement so you can better define or revise the scope as needed. This task plan is undertaking a portion of the SDC listings that Ray will be proposing in his SDC update this spring.

Our office has been involved in planning or design of all of these projects over the past decade and this work would fall under the Engineering RFP solicited by the city in 1993. As a result, the City is allowed to enter into a direct contract for the professional services under ORS 279C.115 without an RFP process. We would recommend that the City execute a new contract for this additional work and the work can proceed immediately. The work scope includes the following items:

Canby Wastewater Treatment Plant
2006-07 PLANT IMPROVEMENTS

	FACILITY IMPROVEMENT PROJECT	ESTIMATED CONSTRUCTION COST	ENGINEERING		TOTAL ESTIMATED COST
			DESIGN	CONSTR	
1	Secondary Scum Pump Station	\$35,000	\$1,000	\$4,000	\$40,000
2	Effluent Filtration Equipment	232,000	4,000	14,000	250,000
3	RV Waste Receiving Station	87,000	14,000	4,000	105,000
4	Effluent Disinfection facilities	258,000	34,000	18,000	310,000
5	Sludge Drying & Storage	1,322,000	54,000	24,000	1,400,000
TOTAL PROJECT COSTS		\$1,934,000	\$107,000	\$64,000	\$2,105,000

1. Secondary Scum Pumping Station:

This station will isolate the scum drain lines from the headworks and permit wasting scum directly to the WASH tank. We anticipate a single submersible pump with overflow to the headworks. Piping will interconnect with the wasting line which is only a few feet north of the existing scum manhole D6. Plans for this project were completed in 2002 and are in a form acceptable to bid.

2. Effluent Filtration Equipment:

The 2002 plant improvements constructed the effluent filtration facilities with room to add a second unit. This project will include integrating the controls and purchasing the second disc filter for the existing basin. The design will analyze and most likely convert the new unit (or both units) to the new deep pile fabric. Engineering costs are primarily to incorporate the specifications into a bid document.

3. RV Waste Receiving Station:

This will include an access controlled structure with combination RV discharge area and adjacent drying beds for catch basin and street sweeping debris storage and dewatering. The facility is anticipated to be parallel facilities with concrete block walls and metal roof to match the shops design. The station will be monitored with CCTV equipment with display in the WWTP office, and swipe pad or keypad for entrance. Swipe pad will record date, time and discharger's name and address, and if the information is in compliance with rules, the swipe pad will open the access gate to permit discharge.

This structure will need to coordinate with the existing drying beds at the City shops. Our preliminary concept to center on the existing access gate may require the removal of large trees and relocation of the existing drying beds and associated plumbing. Alternatively, this entire facility may be best located just inside the City gate and adjacent to the existing facility.

Design work will require structural calculations for building permits.

4. Effluent Disinfection Improvements:

This scope of work is to complete the pre-design work, design and construction of an updated UV disinfection system. The existing system was installed in 1994. The engineering work scope was quantified in our correspondence to you last year and is essentially unchanged and includes:

- Estimate projected 20 year wet weather flows (peak instantaneous and daily maximum) from existing flow records and projected population growth
- Review discharge monitoring report records for effluent quality and UV transmittance.
- Evaluate the existing UV disinfection system channel structural design and level control system suitability for projected 20 year design flows. Evaluate system for design short comings and quantify corrective measures if needed.
- Evaluate existing and future power demands/needs by UV system based on 20 year design life of a new/upgraded UV system.
- Evaluate the feasibility, cost effectiveness and long term reliability of retrofitting the existing UV disinfection control and power distribution system with new components.

- Evaluate alternatives to retro-fitting existing UV disinfection system with alternative systems. This would include consideration and evaluation of open channel horizontal and vertical low or medium pressure systems by manufacturers that could adapt to the existing channel configuration, most typically Trojan; and enclosed piped UV disinfection systems such as Aquionics.
- Identify programming modifications required to integrate proposed control changes into existing SCADA system.
- Prepare the pre-design report and submit to DEQ for approval.
- Upon approval of DEQ, provide engineering for civil, mechanical, and electrical drawings and specifications to implement recommended improvements.
- Submit UV system plans to DEQ for review and approval. Provide technical assistance to City of Canby during construction.

We have solicited an estimate from Trojan for their low pressure, medium intensity lamp system, with a capacity of 7 MGD peak. This will include two banks of 32 lamps for a total of 64 lamps. Total equipment cost was \$170,000.

5. Sludge Drying & Storage Improvements

This project is intended to facilitate the increased sludge processing demands by providing a 90% dry, granular, Class 'A' waste product and includes expansion of the storage facility to provide on-site storage. Due to the large volume produced annually, the equipment estimates provided by the manufacturer's rep was over \$1.0 million.

This project will include a pre-design report to address sizing, site layout and cost effectiveness. Tentatively, we have sized the unit based on 500 dry tons per year in 2006 escalating to 1,000 dry tons by 2026. This is a reduction from the number the tons processed last year as a result of 20 to 25% of the processed sludge was lime solids. The application of lime will not be required with the dryer.

The design anticipates placing the unit in the open bay of the dewatered sludge building and extending the building north to provide for additional dried sludge storage. The exhaust scrubber will be located west of the bay and outside of the building. We anticipate reusing the Seepex pump system. If we continue to have consistency problems that hinder conveying the solids into the dryer, we can replace the Seepex equipment with a conveyor in a later project.

This will require a 2 wet ton per hour unit, which will run on average 20 plus hours a week today and 40 hours a week in 20 years. The unit requires 105 hp of electrical supply and sufficient gas service to provide approximately 50 therms per day in year one. The installed equipment cost is roughly estimated at \$1,100,000. Monthly operating costs for gas and electricity only will be approximately \$2,000.

Mr. Darvin Tramel
June 15, 2006
Page 4

Gas and electrical power supplies are a difficult task. Gas must simply be piped to the BFP Building for this application. Electrical power can come from several locations but will require trenching either from the Power Distribution Building or the New Blower Building to the BFP building. The magnitude of these electrical demands exceed the spare capacities of the existing BFP building.

SCHEDULING AND PRICING

All of these project tasks are independent of weather conditions and can be initiated at any time. We anticipate design efforts, if you elect to do all listed tasks, will be approximately six months. Construction efforts will depend upon delivery schedules, with the UV and drying equipment being the longest lead time at 18 to 24 months.

All design efforts are fixed cost that include the preparation of design plans and specifications through DEQ approval. The construction phase efforts are on an hourly basis as you determine are needed and also include revisions to the operation & maintenance manuals. Total engineering costs are low relative to the construction cost, however, there are three large equipment purchases that imbalance this figure. Total engineering costs are estimated at slightly over 8%. Total project cost for all of these Phase III tasks is estimated at \$2,105,000.

Material costs have been very volatile due to the world events. Construction costs are similarly volatile due to the material pricing. Metals have been especially impacted, such as copper rising three-fold in the past two years. The result is that estimating construction costs is difficult and material quotes are only held a short time. We need to maintain sufficient reserves to allow for contingencies for all work. You may also want to postpone one or more tasks pending budget availability.

Let me know your thoughts on the work scope and scheduling. If you have questions, please call.

Very truly yours,

CURRAN-McLEOD, INC.



Curt J. McLeod, P.E.

cc: John Williams

enclosure

STANDARD HOURLY RATES

Effective March 1, 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

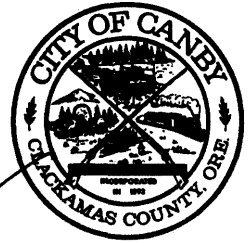
Reproduction expenses are at cost.

Auto expenses reimbursed at 48.5¢ per mile.

Per diem expense at cost.

CURRAN-McLEOD, INC., Consulting Engineers

MEMORANDUM



TO: *Honorable Mayor Thompson and City Council*
FROM: *John R. Williams, Community Development & Planning Director*
DATE: *April 12, 2007*
THROUGH: *Mark C. Adcock, City Administrator*

Issue: Ordinance 1241, engineering services for the NW Canby sidewalk & ADA improvement project.

Synopsis: Canby has been awarded a Community Development Block Grant project to construct and repair sidewalks in the NW area of downtown Canby. Ordinance 1241 awards an engineering contract to Curran-McLeod, Inc. to complete design and construction engineering services on this project.

Recommendation: Staff recommends that the City Council approve Ordinance 1241.

Rationale: Curran-McLeod, Inc. has provided contract engineering services to the City for many years. Curran-McLeod prepared the original drawings for the CDBG application, has designed a number of projects in this area, and can efficiently complete this project for the City.

The Design Engineering portion of this project, estimated at \$10,500, includes field measurements, design work, graphics, and plan preparation. The Construction Engineering portion of the contract, estimated at \$11,600, includes the public bid process, contract inspections and administration, and preparation of as-built drawings. Total contract cost is \$23,100, or approximately 9% of project costs.

Background: Project funds are coming from Clackamas County Community Development Block Grant funds (\$190,000) with a 20% match from the City (\$47,500). The City's match will come from unallocated gas tax revenues.

Attached: Ordinance 1241, proposed contract, project map.

Finance Department Review: *C. Adcock 4-11-07*

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 _____

NAYS _____

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 ____ day of _____, 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

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 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.
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 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)

2. The compensation for the above Engineering Services shall be as follows:
 - a. Design Services shall include items A-1 through A-5 and shall be billed based on percent of completion of Design Services.
 - 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. The ENGINEER will provide a status report with the billing.
 - 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 State 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:

CITY OF CANBY

NAME: _____

TITLE: _____

SIGNATURE _____

DATE: _____

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
Page 2

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.

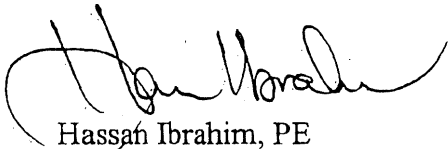
This project can be ready to solicit bids within 30 to 45 days of authorization to proceed. Note that Clackamas County in association with NOAA will also require storm drain approval of up to 30 days. Our time lines are to complete all design work and secure bids such that we can award the contract immediately 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.

A handwritten signature in black ink, appearing to read 'Hassan Ibrahim', is written over a horizontal line.

Hassan Ibrahim, PE

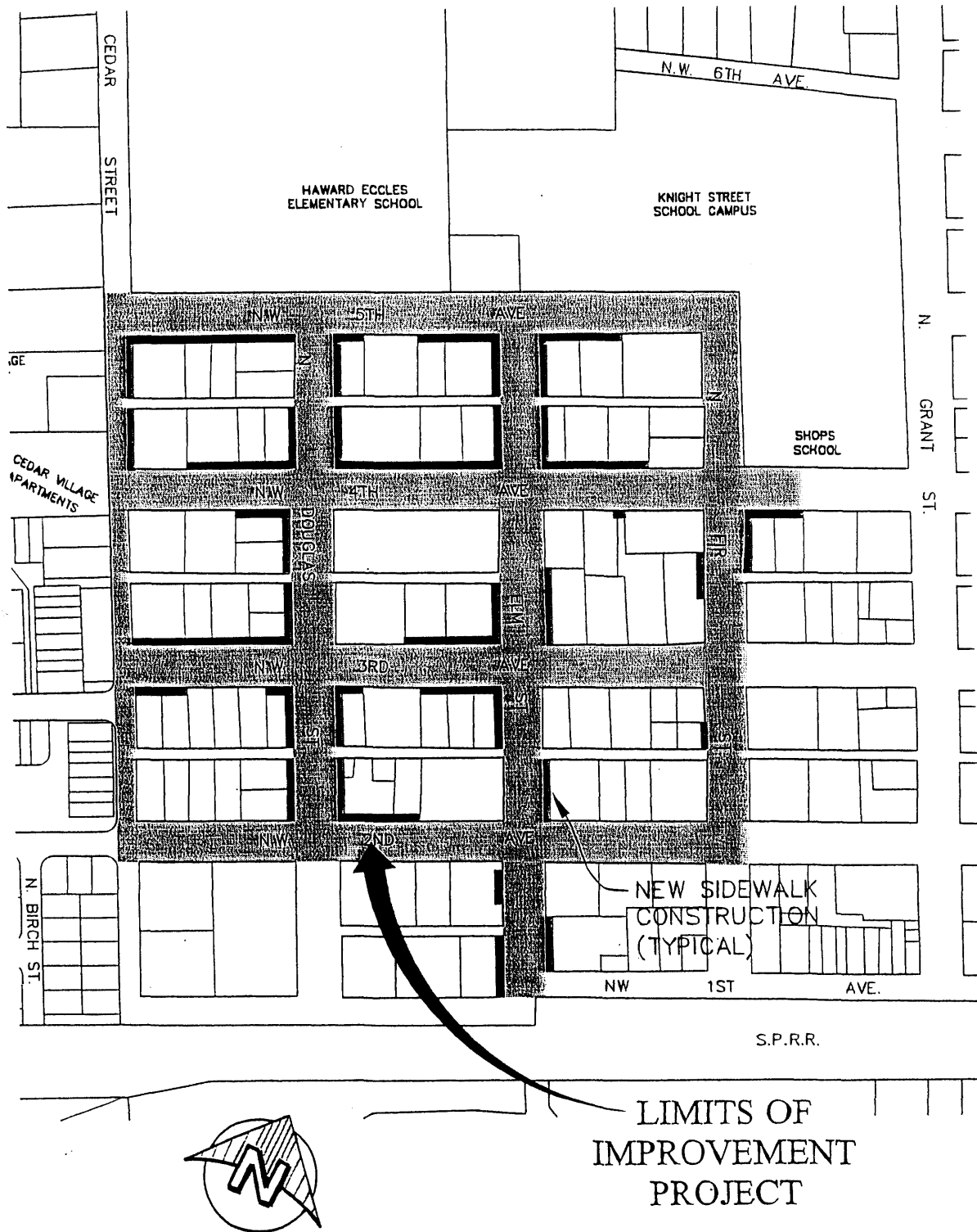
enclosures

CITY OF CANBY

N.W. CANBY SIDEWALK & ADA IMPROVEMENTS

2006 - 2008 CDBG APPLICATION

DECEMBER 2005



SCALE: 1"=300'

CURRAN-McLEOD, INC. 45
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. *Curt*

DATE: April 24, 2007

ISSUE: SOUTH BERG PARKWAY ROADWAY EXTENSION
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1242

SYNOPSIS: On April 19th, 2007, the City of Canby received five bids for construction of South Berg Parkway Roadway Extension. This staff report is to request Council approval for award of the contract to the low responsive bidder.

RECOMMENDATION:

That the Council approve Ordinance 1242 authorizing the Mayor and City Recorder to execute a contract with Canby Excavating, Inc. in the amount of \$697,911.55 for construction of South Berg Parkway Roadway extension; 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 five bids received, Canby Excavating, Inc. submitted the low responsible and responsive bid.

BACKGROUND:

This project has had substantial planning efforts over the past two decades. Construction of South Berg Parkway is the primary collector that will provide for the connection of Highway 99E with the southwest part of town and extend a more direct traffic route to areas south of Canby. The project will extend South Berg Parkway approximately 1,700 feet to connect with SW 13th Avenue.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR
Chawnee S. [Signature]

416

Honorable Mayor & City Council

April 24, 2007

Page 2

Attached to this staff report is a bid tabulation of the five bids received. All bidders were pre-qualified for this project and correctly executed the documents. Two of the bidders, the third lowest and fifth lowest bidders had deviations from the bidding requirement. The third low bidder did not submit an executed First-Tier Subcontractor Disclosure Form and their bid was considered non-responsive. The fifth lowest bid contained a math extension error, although this did not impact the low bid or the ranking of the five bids and was considered a minor deviation. All bids, excepting the third low bidder, were deemed responsive.

Attached is Ordinance 1242 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Canby Excavating, Inc. and execute a contract for construction in the amount of \$697,911.55.

FISCAL IMPACT:

This project will be funded through a grant from the Oregon Department of Transportation (ODOT) and City of Canby System Development revenues. The project is budgeted for construction in 2007.

ENCLOSURES:

- Bid Summary and Tabulation of Bids
- Ordinance Number 1242
- Exhibit 'A' Construction Contract

cc: John Williams
Kim Scheafer
John Kelly, Esq.

City of Canby

Project: S Berg Parkway Roadway Extension

Bid Date: April 19, 2007

BID TABULATION		Canby Excavating, Inc.	Parker NW Paving, Inc.	Valley Pacific Construction	Eagle-Elsner, Inc.	K & E Excavating, Inc.
Basic Bid Items	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
A. Site Preparation						
1. Mobilization	1	\$ 22,500.00	\$ 12,800.00	\$ 55,000.00	\$ 43,001.00	\$ 13,770.00
	LS	\$ 22,500.00	\$ 12,800.00	\$ 55,000.00	\$ 43,001.00	\$ 13,770.00
2. Temporary Protection & Direction of Traffic	1	\$ 4,300.00	\$ 5,000.00	\$ 9,600.00	\$ 5,850.00	\$ 6,950.00
	LS	\$ 4,300.00	\$ 5,000.00	\$ 9,600.00	\$ 5,850.00	\$ 6,950.00
3. Erosion Control	1	\$ 4,400.00	\$ 4,500.00	\$ 9,750.00	\$ 20,825.00	\$ 10,560.00
	LS	\$ 4,400.00	\$ 4,500.00	\$ 9,750.00	\$ 20,825.00	\$ 10,560.00
4. Clearing and Grubbing	1	\$ 6,800.00	\$ 8,000.00	\$ 14,650.00	\$ 36,620.00	\$ 21,695.00
	LS	\$ 6,800.00	\$ 8,000.00	\$ 14,650.00	\$ 36,620.00	\$ 21,695.00
5. Common Excavation	6850	\$ 4.10	\$ 7.25	\$ 5.00	\$ 5.40	\$ 11.50
	CY	\$ 28,085.00	\$ 49,662.50	\$ 34,250.00	\$ 36,990.00	\$ 78,775.00
6. Embankment	7050	\$ 3.15	\$ 1.70	\$ 4.00	\$ 4.85	\$ 6.20
	CY	\$ 22,207.50	\$ 11,985.00	\$ 28,200.00	\$ 34,192.50	\$ 43,710.00
7. Select Rock Backfill at House Foundation & Truck Ramp	340	\$ 31.00	\$ 26.50	\$ 20.00	\$ 4.45	\$ 34.00
	CY	\$ 10,540.00	\$ 9,010.00	\$ 6,800.00	\$ 1,513.00	\$ 11,560.00
8. Subgrade/Trench Stabilization	50	\$ 35.00	\$ 10.00	\$ 50.00	\$ 27.00	\$ 39.00
	CY	\$ 1,750.00	\$ 500.00	\$ 2,500.00	\$ 1,350.00	\$ 1,950.00
9. Sawcut Asphalt/Concrete Pavement	250	\$ 1.00	\$ 2.00	\$ 2.00	\$ 1.70	\$ 1.40
	LF	\$ 250.00	\$ 500.00	\$ 500.00	\$ 425.00	\$ 350.00
10. Remove, Salvage & Relocate Existing Signs	3	\$ 345.00	\$ 150.00	\$ 175.00	\$ 190.00	\$ 545.00
	Ea	\$ 1,035.00	\$ 450.00	\$ 525.00	\$ 570.00	\$ 1,635.00
11. Traffic Signs and Posts	4	\$ 250.00	\$ 350.00	\$ 360.00	\$ 270.00	\$ 385.00
	Ea	\$ 1,000.00	\$ 1,400.00	\$ 1,440.00	\$ 1,080.00	\$ 1,540.00
12. Relocate Park Electric Gate & Control	1	\$ 4,730.00	\$ 6,000.00	\$ 4,985.00	\$ 9,250.00	\$ 4,890.00
	LS	\$ 4,730.00	\$ 6,000.00	\$ 4,985.00	\$ 9,250.00	\$ 4,890.00
13. Rock Excavation	200	\$ 1.00	\$ 1.00	\$ 80.00	\$ 0.25	\$ 190.00
	CY	\$ 200.00	\$ 200.00	\$ 16,000.00	\$ 50.00	\$ 38,000.00
14. Gablons, 3' x 3' x6' with rock fill	27	\$ 300.00	\$ 385.00	\$ 465.00	\$ 525.00	\$ 450.00
	Ea	\$ 8,100.00	\$ 10,395.00	\$ 12,555.00	\$ 14,175.00	\$ 12,150.00
15. Drainageway Stabilization, Class 200 Rip Rap	10	\$ 42.00	\$ 50.00	\$ 125.00	\$ 91.70	\$ 95.00
	CY	\$ 420.00	\$ 500.00	\$ 1,250.00	\$ 917.00	\$ 950.00
Subtotal Section A		\$ 116,317.50	\$ 120,902.50	\$ 198,005.00	\$ 206,808.50	\$ 248,485.00

BID TABULATION	Canby Excavating, Inc.	Parker NW Paving, Inc.	Valley Pacific Construction	Eagle-Elsner, Inc.	K & E Excavating, Inc.
----------------	---------------------------	---------------------------	--------------------------------	--------------------	---------------------------

Basic Bid Items	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
B. Paving and Surfacing						
1. 1" - 0" Crushed Rock (12" deep)	9675	\$ 12.40	\$ 10.20	\$ 12.00	\$ 10.20	\$ 13.20
	SY	\$ 119,970.00	\$ 98,685.00	\$ 116,100.00	\$ 98,685.00	\$ 127,710.00
2. Type "C" Concrete Curb	2620	\$ 8.15	\$ 7.00	\$ 11.00	\$ 9.50	\$ 9.00
	LF	\$ 21,353.00	\$ 18,340.00	\$ 28,820.00	\$ 24,890.00	\$ 23,580.00
3. Mountable Concrete Curb	45	\$ 21.85	\$ 7.00	\$ 35.00	\$ 9.50	\$ 33.00
	LF	\$ 983.25	\$ 315.00	\$ 1,575.00	\$ 427.50	\$ 1,485.00
4. 6" Concrete Driveway w/ Leveling Rock & WWF or Reinforced Fiber Mesh	180	\$ 70.00	\$ 37.80	\$ 60.00	\$ 50.60	\$ 89.00
	SY	\$ 12,600.00	\$ 6,804.00	\$ 10,800.00	\$ 9,108.00	\$ 16,020.00
5. 4" Concrete Sidewalk w/ Leveling Rock	1265	\$ 40.00	\$ 25.40	\$ 29.00	\$ 37.80	\$ 42.00
	SY	\$ 50,600.00	\$ 32,131.00	\$ 36,685.00	\$ 47,817.00	\$ 53,130.00
6. Detectable Warning Case-in-Place Mat (ADA Ramp)	2	\$ 265.00	\$ 315.00	\$ 800.00	\$ 325.00	\$ 1,230.00
	Ea	\$ 530.00	\$ 630.00	\$ 1,600.00	\$ 650.00	\$ 2,460.00
7. 1/2" Dense Mix Asphalt Pavement	2150	\$ 56.20	\$ 63.00	\$ 56.00	\$ 52.55	\$ 58.00
	Tons	\$ 120,830.00	\$ 135,450.00	\$ 120,400.00	\$ 112,982.50	\$ 124,700.00
8. Bollards	2	\$ 330.00	\$ 200.00	\$ 650.00	\$ 175.00	\$ 575.00
	Ea	\$ 660.00	\$ 400.00	\$ 1,300.00	\$ 350.00	\$ 1,150.00
9. Site Restoration	1	\$ 2,240.00	\$ 5,000.00	\$ 6,400.00	\$ 15,850.00	\$ 12,965.00
	LS	\$ 2,240.00	\$ 5,000.00	\$ 6,400.00	\$ 15,850.00	\$ 12,965.00
10. Pavement Striping	1	\$ 4,000.00	\$ 3,950.00	\$ 4,450.00	\$ 4,055.00	\$ 4,130.00
	LS	\$ 4,000.00	\$ 3,950.00	\$ 4,450.00	\$ 4,055.00	\$ 4,130.00
11. Relocate & Remove Chain Link Fence	382	\$ 15.65	\$ 16.50	\$ 16.00	\$ 15.85	\$ 16.00
	LF	\$ 5,978.30	\$ 6,303.00	\$ 6,112.00	\$ 6,054.70	\$ 6,112.00
Subtotal Section B		\$ 339,744.55	\$ 308,008.00	\$ 334,242.00	\$ 320,869.70	\$ 373,442.00

Basic Bid Items	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
C. Storm Drainage						
1. 18" Diameter HDPE Pipe including Trench Excavation & Crushed Rock Backfill	24	\$ 40.00	\$ 54.00	\$ 48.00	\$ 41.00	\$ 88.00
	LF	\$ 960.00	\$ 1,296.00	\$ 1,152.00	\$ 984.00	\$ 2,112.00
2. 12" Diameter HDPE Pipe including Trench Excavation & Crushed Rock Backfill	1403	\$ 35.00	\$ 41.00	\$ 32.00	\$ 38.55	\$ 50.00
	LF	\$ 49,105.00	\$ 57,523.00	\$ 44,896.00	\$ 54,085.65	\$ 70,150.00
3. 10" Diameter PVC C900 Pipe including Trench Excavation & Crushed Rock Backfill	68	\$ 31.00	\$ 36.00	\$ 29.00	\$ 31.70	\$ 41.00
	LF	\$ 2,108.00	\$ 2,448.00	\$ 1,972.00	\$ 2,155.60	\$ 2,788.00
4. 8" Diameter HDPE Pipe including Trench Excavation & Crushed Rock Backfill	208	\$ 34.00	\$ 45.00	\$ 27.00	\$ 37.00	\$ 50.00
	LF	\$ 7,072.00	\$ 9,360.00	\$ 5,616.00	\$ 7,696.00	\$ 10,400.00
5. 8" Diameter HDPE Pipe including Trench Excavation & Crushed Rock Backfill	32	\$ 30.00	\$ 34.00	\$ 26.00	\$ 27.65	\$ 53.00
	LF	\$ 960.00	\$ 1,088.00	\$ 832.00	\$ 884.80	\$ 1,696.00
6. 48" Diameter Standard Manhole, All Depths	7	\$ 2,210.00	\$ 2,800.00	\$ 2,600.00	\$ 2,565.00	\$ 2,925.00
	Ea	\$ 15,470.00	\$ 19,600.00	\$ 18,200.00	\$ 17,955.00	\$ 20,475.00
7. 48" Diameter Pollution Control Manhole	1	\$ 2,655.00	\$ 3,900.00	\$ 3,200.00	\$ 5,585.00	\$ 3,585.00
	Ea	\$ 2,655.00	\$ 3,900.00	\$ 3,200.00	\$ 5,585.00	\$ 3,585.00
8. Type G-2 Catch Basins	9	\$ 1,190.00	\$ 1,300.00	\$ 1,150.00	\$ 1,545.00	\$ 1,055.00
	Ea	\$ 10,710.00	\$ 11,700.00	\$ 10,350.00	\$ 13,905.00	\$ 9,495.00
9. Lynch Type Catch Basin	1	\$ 760.00	\$ 600.00	\$ 980.00	\$ 890.00	\$ 975.00
	Ea	\$ 760.00	\$ 600.00	\$ 980.00	\$ 890.00	\$ 975.00
Subtotal Section C		\$ 89,800.00	\$ 107,515.00	\$ 87,198.00	\$ 104,141.05	\$ 121,676.00

BID TABULATION		Canby Excavating, Inc.	Parker NW Paving, Inc.	Valley Pacific Construction	Eagle-Elsner, Inc.	K & E Excavating, Inc.
Basic Bid Items	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
D. Sanitary Sewer						
1. 8" PVC 3034 including Trench Excavation & Crushed Rock Backfill	13	\$ 24.00	\$ 60.00	\$ 125.00	\$ 29.65	\$ 84.00
	LF	\$ 312.00	\$ 780.00	\$ 1,625.00	\$ 385.45	\$ 1,092.00
2. Remove Existing Cleanout & Construct a New 6" Cleanout	1	\$ 495.00	\$ 400.00	\$ 1,200.00	\$ 335.00	\$ 645.00
	Ea	\$ 495.00	\$ 400.00	\$ 1,200.00	\$ 335.00	\$ 645.00
3. New 6" sewer Service Including Tee & 6" PVC 3034 Pipe and Cleanout	1	\$ 1,175.00	\$ 1,500.00	\$ 2,800.00	\$ 1,275.00	\$ 3,465.00
	Ea	\$ 1,175.00	\$ 1,500.00	\$ 2,800.00	\$ 1,275.00	\$ 3,465.00
Subtotal Section D		\$ 1,982.00	\$ 2,680.00	\$ 5,625.00	\$ 1,995.45	\$ 5,202.00

Basic Bid Items	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
E. Waterlines						
1. 14" Class 52 DI Pipe including Trench Excavation & Crushed Rock Backfill	1050	\$ 58.00	\$ 68.00	\$ 64.00	\$ 65.75	\$ 80.00
	LF	\$ 60,900.00	\$ 71,400.00	\$ 67,200.00	\$ 69,037.50	\$ 84,000.00
2. 10" Class 52 DI Pipe including Trench Excavation & Crushed Rock Backfill	20	\$ 49.00	\$ 44.00	\$ 60.00	\$ 52.40	\$ 105.00
	LF	\$ 980.00	\$ 880.00	\$ 1,200.00	\$ 1,048.00	\$ 2,100.00
3. 8" Class 52 DI Pipe including Trench Excavation & Crushed Rock Backfill	20	\$ 36.00	\$ 42.00	\$ 58.00	\$ 45.85	\$ 100.00
	LF	\$ 720.00	\$ 840.00	\$ 1,160.00	\$ 917.00	\$ 2,000.00
4. 6" Class 52 DI Pipe including Trench Excavation & Crushed Rock Backfill	20	\$ 31.00	\$ 42.00	\$ 57.00	\$ 40.40	\$ 95.00
	LF	\$ 620.00	\$ 840.00	\$ 1,140.00	\$ 808.00	\$ 1,900.00
5. 2" Sch 40 PVC including Trench Excavation & Crushed Rock Backfill	350	\$ 15.00	\$ 14.00	\$ 23.00	\$ 18.50	\$ 13.50
	LF	\$ 5,250.00	\$ 4,900.00	\$ 8,050.00	\$ 6,475.00	\$ 4,725.00
6. 2" Rigid Copper, including Trench Excavation & Crushed Rock Backfill	60	\$ 31.00	\$ 48.00	\$ 47.00	\$ 33.20	\$ 77.00
	LF	\$ 1,860.00	\$ 2,880.00	\$ 2,820.00	\$ 1,992.00	\$ 4,620.00
7. 1" Copper including excavation and rock backfill	120	\$ 23.00	\$ 35.00	\$ 29.00	\$ 24.00	\$ 65.00
	LF	\$ 2,760.00	\$ 4,200.00	\$ 3,480.00	\$ 2,880.00	\$ 7,800.00
8. 14" MJ x FLG Tee	1	\$ 1,090.00	\$ 2,300.00	\$ 1,100.00	\$ 1,450.00	\$ 2,150.00
	EA	\$ 1,090.00	\$ 2,300.00	\$ 1,100.00	\$ 1,450.00	\$ 2,150.00
9. 14" x 10" MJ x FLG Tee	1	\$ 1,210.00	\$ 2,100.00	\$ 970.00	\$ 1,520.00	\$ 1,700.00
	EA	\$ 1,210.00	\$ 2,100.00	\$ 970.00	\$ 1,520.00	\$ 1,700.00
10. 14" x 8" MJ x FLG Tee	1	\$ 1,410.00	\$ 1,800.00	\$ 890.00	\$ 1,490.00	\$ 1,395.00
	EA	\$ 1,410.00	\$ 1,800.00	\$ 890.00	\$ 1,490.00	\$ 1,395.00
11. 14" x 6" MJ x FLG Tee	4	\$ 860.00	\$ 1,300.00	\$ 820.00	\$ 1,105.00	\$ 1,320.00
	EA	\$ 3,440.00	\$ 5,200.00	\$ 3,280.00	\$ 4,420.00	\$ 5,280.00
12. 14" 22 1/2 Degree Elbow	3	\$ 685.00	\$ 800.00	\$ 560.00	\$ 815.00	\$ 960.00
	EA	\$ 2,055.00	\$ 2,400.00	\$ 1,680.00	\$ 2,445.00	\$ 2,880.00
13. 14" 11 1/4 Degree Elbow	1	\$ 680.00	\$ 725.00	\$ 560.00	\$ 810.00	\$ 850.00
	EA	\$ 680.00	\$ 725.00	\$ 560.00	\$ 810.00	\$ 850.00
14. 14" Foster Adapter	3	\$ 500.00	\$ 400.00	\$ 780.00	\$ 1,205.00	\$ 815.00
	EA	\$ 1,500.00	\$ 1,200.00	\$ 2,340.00	\$ 3,615.00	\$ 2,445.00
15. Reinstall 14" MJ Plug	1	\$ 45.00	\$ 400.00	\$ 400.00	\$ 225.00	\$ 520.00
	LS	\$ 45.00	\$ 400.00	\$ 400.00	\$ 225.00	\$ 520.00
16. 10" 45 Degree MJ Elbow	1	\$ 410.00	\$ 300.00	\$ 670.00	\$ 385.00	\$ 455.00
	EA	\$ 410.00	\$ 300.00	\$ 670.00	\$ 385.00	\$ 455.00
17. 6" 45 Degree FLG or FLG x MJ Elbow	3	\$ 210.00	\$ 300.00	\$ 560.00	\$ 380.00	\$ 275.00
	EA	\$ 630.00	\$ 900.00	\$ 1,680.00	\$ 1,140.00	\$ 825.00
18. 14" Compression Coupling	1	\$ 900.00	\$ 800.00	\$ 1,800.00	\$ 1,105.00	\$ 1,120.00
	EA	\$ 900.00	\$ 800.00	\$ 1,800.00	\$ 1,105.00	\$ 1,120.00

BID TABULATION			Canby Excavating, Inc.	Parker NW Paving, Inc.	Valley Pacific Construction	Eagle-Elsner, Inc.	K & E Excavating, Inc.
E. Waterlines Continued							
19. 10" Compression Coupling	1		\$ 875.00	\$ 700.00	\$ 1,100.00	\$ 795.00	\$ 560.00
		EA	\$ 875.00	\$ 700.00	\$ 1,100.00	\$ 795.00	\$ 560.00
20. 8" Compression Coupling	1		\$ 765.00	\$ 600.00	\$ 980.00	\$ 585.00	\$ 515.00
		EA	\$ 765.00	\$ 600.00	\$ 980.00	\$ 585.00	\$ 515.00
21. 6" Compression Coupling	3		\$ 725.00	\$ 400.00	\$ 800.00	\$ 560.00	\$ 490.00
		EA	\$ 2,175.00	\$ 1,200.00	\$ 2,400.00	\$ 1,680.00	\$ 1,470.00
22. 14" Butterfly Valves, MJ	2		\$ 2,050.00	\$ 2,050.00	\$ 2,600.00	\$ 2,090.00	\$ 3,900.00
		EA	\$ 4,100.00	\$ 4,100.00	\$ 5,200.00	\$ 4,180.00	\$ 7,800.00
23. 10" Butterfly Valve, MJ x FLG	1		\$ 1,050.00	\$ 1,600.00	\$ 2,000.00	\$ 1,080.00	\$ 1,275.00
		EA	\$ 1,050.00	\$ 1,600.00	\$ 2,000.00	\$ 1,080.00	\$ 1,275.00
24. 8" Gate Valve, FLG x MJ	1		\$ 805.00	\$ 1,100.00	\$ 870.00	\$ 830.00	\$ 965.00
		EA	\$ 805.00	\$ 1,100.00	\$ 870.00	\$ 830.00	\$ 965.00
25. 6" Gate Valve, FLG x MJ	3		\$ 540.00	\$ 650.00	\$ 760.00	\$ 570.00	\$ 655.00
		EA	\$ 1,620.00	\$ 1,950.00	\$ 2,280.00	\$ 1,710.00	\$ 1,965.00
26. 14" x 2" Saddle, Corp Stop, Angle Meter Stop & Compression Coupling to Existing	4		\$ 735.00	\$ 700.00	\$ 1,200.00	\$ 755.00	\$ 1,120.00
		EA	\$ 2,940.00	\$ 2,800.00	\$ 4,800.00	\$ 3,020.00	\$ 4,480.00
27. 14" x 1" Saddle, Corp Stop, Angle Meter Stop & Compression Coupling to Existing	4		\$ 340.00	\$ 550.00	\$ 1,000.00	\$ 405.00	\$ 800.00
		EA	\$ 1,360.00	\$ 2,200.00	\$ 4,000.00	\$ 1,620.00	\$ 3,200.00
28. Reinstall Existing Fire Hydrant	1		\$ 650.00	\$ 1,200.00	\$ 1,200.00	\$ 1,585.00	\$ 780.00
		EA	\$ 650.00	\$ 1,200.00	\$ 1,200.00	\$ 1,585.00	\$ 780.00
29. Relocate Existing 2" Meter & Meter Box	1		\$ 350.00	\$ 800.00	\$ 1,280.00	\$ 1,385.00	\$ 880.00
		EA	\$ 350.00	\$ 800.00	\$ 1,280.00	\$ 1,385.00	\$ 880.00
30. Relocate Existing 1" Meter, Meter Box & Install new compression coupling to Existing Service	1		\$ 180.00	\$ 600.00	\$ 1,100.00	\$ 1,250.00	\$ 615.00
		EA	\$ 180.00	\$ 600.00	\$ 1,100.00	\$ 1,250.00	\$ 615.00
31. Concrete Encase Waterline	40		\$ 20.00	\$ 30.00	\$ 98.00	\$ 30.45	\$ 30.00
		LF	\$ 800.00	\$ 1,200.00	\$ 3,920.00	\$ 1,218.00	\$ 1,200.00
Subtotal Section E			\$ 104,130.00	\$ 124,115.00	\$ 131,550.00	\$ 122,700.50	\$ 152,470.00

Basic Bid Items	Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
F. Utilities						
1. Excavate and Backfill for Street Light Poles	14		\$ 75.00	\$ 125.00	\$ 400.00	\$ 775.00
		EA	\$ 1,050.00	\$ 1,750.00	\$ 5,600.00	\$ 10,850.00
2. Excavate, Set and Backfill Utility Vaults	5		\$ 165.00	\$ 300.00	\$ 900.00	\$ 995.00
		EA	\$ 825.00	\$ 1,500.00	\$ 4,500.00	\$ 4,975.00
3. Utility Trenching including Shading & Rock Backfill (Common Trench)	2750		\$ 13.95	\$ 18.00	\$ 9.00	\$ 11.85
		LF	\$ 38,362.50	\$ 49,500.00	\$ 24,750.00	\$ 32,587.50
4. Utility Trenching including Shading & Native Backfill (Common Trench)	200		\$ 10.00	\$ 13.00	\$ 6.00	\$ 8.80
		LF	\$ 2,000.00	\$ 2,600.00	\$ 1,200.00	\$ 1,760.00
5. Utility Trenching including Shading & Rock Backfill (Single Trench)	200		\$ 10.50	\$ 15.00	\$ 8.00	\$ 10.00
		LF	\$ 2,100.00	\$ 3,000.00	\$ 1,600.00	\$ 2,000.00
6. Utility Trenching including Shading & Native Backfill (Single Trench)	200		\$ 8.00	\$ 10.00	\$ 6.00	\$ 8.10
		LF	\$ 1,600.00	\$ 2,000.00	\$ 1,200.00	\$ 1,620.00
BASIC BID F			\$ 45,937.50	\$ 60,350.00	\$ 38,850.00	\$ 53,792.50

TOTAL BASIC BID \$ 697,911.55 \$ 723,570.50 \$ 795,470.00 \$ 810,307.70 \$ 965,325.00

ORDINANCE NO. 1242

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. FOR CONSTRUCTION OF SOUTH BERG PARKWAY ROADWAY EXTENSION ; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the South Berg Parkway Roadway Extension; and

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

WHEREAS, bids were received and opened on April 19th, 2007 at 2:00 pm in Canby City Planning Department and the following five bids were read aloud:

Canby Excavating, Inc.	P.O. Box 848 Canby, OR 97013	\$697,911.55
Parker NW Paving Company	1105 Abernathy Road Oregon City, OR 97045	\$723,570.50
Valley Pacific Construction	10751 Oak St. Donald, OR 97020	\$795,470.00
Eagle-Elsner, Inc.	P.O. Box 23294 Tigard, OR 97281	\$810,307.70
K & E Excavating, Inc.	3871 Langley St., SE Salem, OR 97317	\$965,325.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 2, 2007, 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 Canby Excavating, Inc; 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 Canby Excavating, Inc for South Berg Parkway Roadway Extension, for the bid amount of \$697,911.55. A copy of the contract with Canby Excavating, 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 2nd, 2007; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, May 16th, 2007, after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 182 North Holly Street, 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 _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer,
City Recorder Pro Tem

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of May in the year 2007 by and between

CITY OF CANBY
(hereinafter called OWNER) and

CANBY EXCAVATING, INC.
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

CITY OF CANBY S. BERG PARKWAY ROADWAY EXTENSION

The Work is generally described as follows:

- Construction of approximately 1,600 lineal of roadway including grading, curbs, pavement, striping, signing and sidewalks.
- Construction of approximately 1,100 lineal feet of 14" ductile iron water line with associated valving, hydrants and services.
- Construction of approximately 1,600 lineal feet of 8" through 18" HDPE storm drainage pipelines with associated manholes and catch basins.
- Construction of approximately 2,700 lineal feet of utility trenching.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 150 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

Six Hundred Ninety-seven Thousand, Nine Hundred Eleven and 55/100
Dollars

(\$697,911.55) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be

on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- (a) 95 % of the Work completed; and
- (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the

performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings bearing the following general title:

CITY OF CANBY
S. BERG PARKWAY ROADWAY EXTENSION
- 8.9 Addenda numbers 1.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed four counterparts of this Agreement.

This Agreement will be effective on _____, 2007.

OWNER:

CITY OF CANBY
PO Box 930, 170 NW 2nd Avenue
Canby, OR 97013

By: _____

Name/Title: _____

CONTRACTOR:

CANBY EXCAVATING, INC.
P.O. Box 848
Canby, OR 97013

By: _____

Name/Title: _____

Attest: _____

Address for giving notices:

