



AGENDA

CANBY CITY COUNCIL MEETING

March 6, 2019

7:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale

Councilor Tracie Heidt

Councilor Traci Hensley

Councilor Greg Parker

Councilor Sarah Spoon

Councilor Shawn Varwig

CITY COUNCIL WORK SESSION - 6:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

The City Council will be meeting in a Work Session to Receive Sexual Harassment Training.

CITY COUNCIL MEETING – 7:00 PM

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. March for Meals Month Proclamation
- D. Swearing In of Police Lieutenant

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2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for audience members to address the City Council on items not on the agenda. Each person will be given 3 minutes to speak. You 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. For Agenda items, please fill out a testimony/comment card and give to the City Recorder noting which item you wish to speak on.)

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 Minutes of the February 6, 2019 City Council Work Session and Regular Meeting
- B. Approval of Minutes of the February 20, 2019 City Council Work Session and Regular Meeting

7. RESOLUTIONS & ORDINANCES

- A. Ord. 1504, Authorizing a Contract with Eagle-Elsner, Inc. in the Amount of \$522,949.50 for N. Maple Street Improvements; and Declaring an Emergency

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8. NEW BUSINESS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation and ORS 192.660(2)(e) Real Property

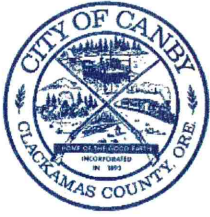
13. ADJOURN

CITY COUNCIL WORK SESSION - (After City Council Executive Session)

Willow Creek Conference Room
222 NE 2nd Avenue, 1st Floor

The City Council will be meeting in a Work Session with a Consultant to Discuss the City Administrator Profile and Recruitment Process.

*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 503.266.0733. A copy of this Agenda can be found on the City's web page at www.canbyoregon.gov. City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.



Office of the Mayor

Proclamation

March for Meals Month

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2019 observance of March for Meals provides an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs – both congregate and home-delivered, in Canby have served our communities admirably for more than 40 years; and

WHEREAS, volunteers for Meals on Wheels programs in Canby are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Canby provide nutritious meals to seniors throughout the Canby that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

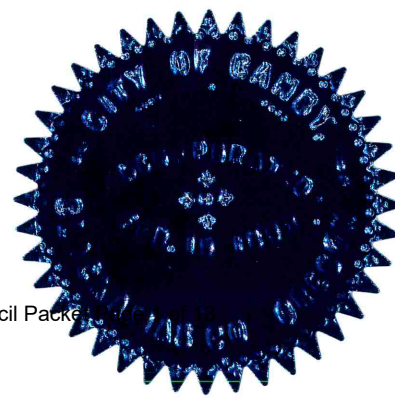
WHEREAS, Meals on Wheels programs in Canby provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Canby deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

NOW, THEREFORE, I Brian Hodson, as Mayor of the City of Canby do hereby proclaim March 2019 as March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2019 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

Given unto my hand this 6th day of March 2019.

Brian Hodson, Mayor



CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 SW HAMPTON, SUITE 210
PORTLAND, OR 97223

To: Honorable Mayor and City Council
CITY OF CANBY
ATTN: Mr. Rick Robinson, City Administrator

FROM: Hassan A. Ibrahim, P.E.
CURRAN-McLEOD, INC.

DATE: February 21, 2019

ISSUE: N MAPLE STREET IMPROVEMENTS
CONSTRUCTION CONTRACT ORDINANCE No.1504

SYNOPSIS: On February 19, 2019, the City of Canby solicited and received eight (8) bids for N Maple Street Improvements project. This staff report is to request Council approval for award of the contract to the low responsive bidder.

RECOMMENDATION:

That the Council approve Ordinance 1504 authorizing the Mayor and the City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$522,949.50 for the N Maple Street Improvements project; and declaring an emergency due to the availability of the contractor to begin the work as soon as possible and in a timely manner and minimize the impact and inconvenience on Maple Park summer activities.

RATIONALE:

Competitive bids were solicited in compliance with the City of Canby's Rules for Public Purchasing and the requirements of Oregon Revised Statutes. All of the bids received were deemed to be responsible and responsive except for the seventh bidder (D&D Concrete & Utilities) who failed to submit the first-tier subcontractor disclosure form, with Eagle-Elsner, Inc. submitting the low responsible and responsive bid. The City has an estimated construction budget of \$590,000 to complete this work. The low responsive bid for this work is \$522,949.50 which is below the estimated cost.

BACKGROUND:

N Maple Street Improvements Project was submitted and approved by ODOT (IGA #33299) to receive a grant in the amount of \$400,000 from the 2017-2019 Fund Exchange Program. The balance of the cost estimated at \$123,000 will come

Honorable Mayor & City Council
February 21, 2019
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from the Storm Reimbursement Fund, Sewer and Street Fund Balance.

FISCAL IMPACT:

Attached are Ordinance 1504 and the proposed contract for execution. Our recommendation is to accept the low responsive bid from Eagle-Elsner, Inc. and execute a contract for construction in the bid amount of \$522,949.50. The low responsive bid of \$522,949.50, however, is well below the accumulated estimated construction budget of \$590,000 and should not pose a funding problem as all improvements have dedicated funding.

ENCLOSURES:

- Ordinance Number 1504
- Eagle-Elsner, Inc. Construction Contract
- Recommendation of Award
- Bid Tabulation

cc: Mr. Rick Robinson, City Administrator
Ms. Kim Scheafer, City Recorder

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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

February 21, 2019

City of Canby
222 NE 2nd Avenue
Canby, OR 97013
Attn: Mr. Rick Robinson, City Administrator

**RE: CITY OF CANBY
N MAPLE STREET IMPROVEMENTS
BID TABULATION & RECOMMENDATION OF AWARD**

Mr. Mayor and City Council Members:

On February 19, 2019, the City of Canby solicited and received eight (8) bids for the N Maple Street Improvements project. The summary of the pricing is shown on the attached tabulation, with the low bid received from **Eagle-Elsner, Inc.**

The summary of cost from each of the eight (8) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$522,949.50
2.	Canby Excavating, Inc.	\$530,530.25
3.	M.L. Houck Construction, Co.	\$570,765.00
4.	North Santiam Paving, Co.	\$584,002.00
5.	Kerr Contractors Oregon, Inc.	\$598,856.50
6.	Elting Northwest, Inc.	\$630,344.00
7.	D&D Concrete & Utilities	\$673,835.00
8.	Northcore USA, LLC	\$697,710.51

BID REVIEW

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier subcontractor disclosure information and execution of the bid. All bidders are deemed responsive and responsible except for the seventh bidder D&D Concrete & Utilities, whereas they didn't submit the first-tier subcontractor disclosure form and deemed to be nonresponsive.

The low bidder **Eagle-Elsner, Inc.** has a good record with the Construction Contractors Board, and we are not aware of any concerns, is prequalified with the Oregon Department of Transportation, a local contractor and a familiar name. We have worked with **Eagle-Elsner, Inc.** on many successful projects of similar scope over the years in the City of Canby and communities throughout the metropolitan area.

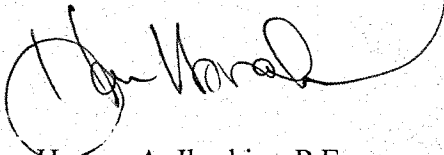
SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the N Maple Street Improvements project to the low responsive bidder, **Eagle-Elsner, Inc.**, in the amount of Five Hundred Twenty-Two Thousand Nine Hundred Forty-Nine and 50/100 Dollars (\$522,949.50).

We have enclosed a staff report, an ordinance 1504, a bid tabulation and a proposed contract for the City to proceed with award of the contract. In anticipation of award, we have issued the Notice of Intent to Award on February 20, 2019 to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.

A handwritten signature in black ink, appearing to read 'Hassan A. Ibrahim', is written over a circular stamp or seal.

Hassan A. Ibrahim, P.E.

Enclosures: 1504 Staff Report
1504 Ordinance
Bid Tabulation
Contract for Construction

City of Canby										
N. Maple Street Improvements										
Bid Date: Tuesday, February 19, 2019 @ 2PM										
			1	2	3	4	5	6	7	8
BID TABULATION			Eagle-Elsner, Inc.	Canby Excavating, Inc.	M.L. Houck Construction Co.	North Santiam Paving Co.	Kerr Contractors Oregon, Inc.	Elting Northwest, Inc.	D & D Concrete & Utilities	Northcore USA, LLC
Basic Bid Items:			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
A. Site Preparation & Restoration										
A.1	Mobilization, Bond & Insurance	1	LS	\$ 17,500.00	\$ 38,000.00	\$ 39,500.00	\$ 71,000.00	\$ 50,000.00	\$ 63,000.00	\$ 95,000.00
				\$ 17,500.00	\$ 38,000.00	\$ 39,500.00	\$ 71,000.00	\$ 50,000.00	\$ 63,000.00	\$ 95,000.00
A.2	Temporary Protection & Direction of Traffic, Temporary Signing	1	LS	\$ 7,000.00	\$ 3,150.00	\$ 4,850.00	\$ 5,500.00	\$ 33,500.00	\$ 25,000.00	\$ 3,500.00
				\$ 7,000.00	\$ 3,150.00	\$ 4,850.00	\$ 5,500.00	\$ 33,500.00	\$ 25,000.00	\$ 3,500.00
A.3	Erosion Control & Spill Prevention Control & Countermeasure (SPCC) Plans	1	LS	\$ 5,000.00	\$ 1,400.00	\$ 3,240.00	\$ 2,100.00	\$ 15,000.00	\$ 5,000.00	\$ 6,000.00
				\$ 5,000.00	\$ 1,400.00	\$ 3,240.00	\$ 2,100.00	\$ 15,000.00	\$ 5,000.00	\$ 6,000.00
A.4	Clearing & Grubbing, Tree Removal & Landscape Protection, Site Restoration	1	LS	\$ 9,000.00	\$ 13,750.00	\$ 16,750.00	\$ 10,000.00	\$ 17,000.00	\$ 7,500.00	\$ 24,000.00
				\$ 9,000.00	\$ 13,750.00	\$ 16,750.00	\$ 10,000.00	\$ 17,000.00	\$ 7,500.00	\$ 24,000.00
A.5	Common Excavation	1,850	CY	\$ 28.00	\$ 16.00	\$ 22.50	\$ 18.15	\$ 25.00	\$ 28.00	\$ 50.00
				\$ 51,800.00	\$ 29,600.00	\$ 41,625.00	\$ 33,577.50	\$ 46,250.00	\$ 51,800.00	\$ 92,500.00
A.6	Subgrade / Trench Stabilization	50	CY	\$ 80.00	\$ 48.00	\$ 56.00	\$ 66.50	\$ 80.00	\$ 75.00	\$ 60.00
				\$ 4,000.00	\$ 2,400.00	\$ 2,800.00	\$ 3,325.00	\$ 4,000.00	\$ 3,750.00	\$ 3,000.00
A.7	Sawcut Asphalt / Concrete Pavement (All Depth)	350	LF	\$ 3.00	\$ 4.00	\$ 3.25	\$ 2.10	\$ 3.50	\$ 2.00	\$ 4.00
				\$ 1,050.00	\$ 1,400.00	\$ 1,137.50	\$ 735.00	\$ 1,225.00	\$ 700.00	\$ 1,400.00
A.8	Install four (4) Traffic Signs on two (2) Posts	4	Ea.	\$ 185.00	\$ 275.00	\$ 540.00	\$ 275.00	\$ 350.00	\$ 300.00	\$ 540.00
				\$ 740.00	\$ 1,100.00	\$ 2,160.00	\$ 1,100.00	\$ 1,400.00	\$ 1,200.00	\$ 2,160.00
A.9	Remove, Salvage and Reinstall Existing Mail / Newspaper Boxes on New Post with New V-Loc Base (Multiple)	5	Ea.	\$ 400.00	\$ 1,140.00	\$ 650.00	\$ 215.00	\$ 400.00	\$ 100.00	\$ 450.00
				\$ 2,000.00	\$ 5,700.00	\$ 3,250.00	\$ 1,075.00	\$ 2,000.00	\$ 500.00	\$ 2,250.00
A.10	Remove, Salvage and Reinstall Existing Mail / Newspaper Box on New Post with New V-Loc Base (Single)	3	Ea.	\$ 300.00	\$ 380.00	\$ 435.00	\$ 150.00	\$ 350.00	\$ 300.00	\$ 250.00
				\$ 900.00	\$ 1,140.00	\$ 1,305.00	\$ 450.00	\$ 1,050.00	\$ 900.00	\$ 750.00
A.11	Remove, Salvage & Relocate Existing Decorative Mail Box to New Sidewalk	2	Ea.	\$ 300.00	\$ 350.00	\$ 485.00	\$ 165.00	\$ 1,250.00	\$ 300.00	\$ 600.00
				\$ 600.00	\$ 700.00	\$ 970.00	\$ 330.00	\$ 2,500.00	\$ 600.00	\$ 1,200.00
A.12	Continental Cross Bars & Stop Bars	150	SF	\$ 12.00	\$ 12.00	\$ 13.00	\$ 20.00	\$ 19.45	\$ 22.00	\$ 15.00
				\$ 1,800.00	\$ 1,800.00	\$ 1,950.00	\$ 3,000.00	\$ 2,917.50	\$ 3,300.00	\$ 2,250.00
Subtotal Site Preparation & Restoration				\$ 101,390.00	\$ 100,140.00	\$ 119,537.50	\$ 132,192.50	\$ 176,842.50	\$ 163,250.00	\$ 192,550.00
Subtotal Site Preparation & Restoration				\$ 101,390.00	\$ 100,140.00	\$ 119,537.50	\$ 132,192.50	\$ 176,842.50	\$ 163,250.00	\$ 192,550.00
Basic Bid Items:			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
B. Paving & Surfacing										
B.1	1'-0" Crushed Rock Base (12" deep)	4425	SY	\$ 14.50	\$ 13.65	\$ 16.30	\$ 16.00	\$ 19.00	\$ 17.00	\$ 26.00
				\$ 64,162.50	\$ 60,401.25	\$ 72,127.50	\$ 70,800.00	\$ 84,075.00	\$ 75,225.00	\$ 115,050.00
B.2	Standard Concrete Curb & Gutter including Excavation and 6" Leveling Rock	2335	LF	\$ 22.00	\$ 24.60	\$ 22.00	\$ 24.50	\$ 20.00	\$ 22.00	\$ 19.00
				\$ 51,370.00	\$ 57,441.00	\$ 51,370.00	\$ 57,207.50	\$ 46,700.00	\$ 51,370.00	\$ 44,365.00
B.3	Short Concrete Curb at back of ADA Ramps	64	LF	\$ 33.00	\$ 41.00	\$ 25.50	\$ 20.00	\$ 18.00	\$ 21.00	\$ 30.00
				\$ 2,112.00	\$ 2,624.00	\$ 1,632.00	\$ 1,280.00	\$ 1,152.00	\$ 1,344.00	\$ 1,920.00
B.4	6" Concrete Residential Driveway including Excavation and 4" Leveling Rock	300	SY	\$ 82.00	\$ 100.00	\$ 73.00	\$ 74.80	\$ 60.00	\$ 90.00	\$ 74.00
				\$ 24,600.00	\$ 30,000.00	\$ 21,900.00	\$ 22,440.00	\$ 18,000.00	\$ 27,000.00	\$ 22,000.00
B.5	4" Concrete Sidewalk or Driveway including Excavation and 2" Leveling Rock	1100	SY	\$ 55.00	\$ 60.00	\$ 61.50	\$ 69.50	\$ 50.00	\$ 70.00	\$ 50.00
				\$ 60,500.00	\$ 66,000.00	\$ 67,650.00	\$ 76,450.00	\$ 55,000.00	\$ 77,000.00	\$ 55,000.00
B.6	Detectable Warning Tile (ADA Ramp)	4	Ea.	\$ 250.00	\$ 272.00	\$ 270.00	\$ 285.00	\$ 250.00	\$ 300.00	\$ 600.00
				\$ 1,000.00	\$ 1,088.00	\$ 1,080.00	\$ 1,060.00	\$ 1,000.00	\$ 1,200.00	\$ 2,400.00
B.7	Asphalt Driveway Restoration including Excavation and 8" Leveling Rock	100	SY	\$ 40.00	\$ 42.00	\$ 35.65	\$ 66.75	\$ 21.00	\$ 150.00	\$ 55.00
				\$ 4,000.00	\$ 4,200.00	\$ 3,565.00	\$ 6,675.00	\$ 2,100.00	\$ 15,000.00	\$ 5,500.00
B.8	Gravel Driveway Restoration including Excavation and 4" Leveling Rock	40	SY	\$ 30.00	\$ 25.00	\$ 15.00	\$ 27.50	\$ 10.00	\$ 60.00	\$ 30.00
				\$ 1,200.00	\$ 1,000.00	\$ 600.00	\$ 1,100.00	\$ 400.00	\$ 2,400.00	\$ 1,200.00
B.9	½" Dense Mix AC Pavement, Level II	1100	Tons	\$ 76.00	\$ 80.00	\$ 78.00	\$ 77.00	\$ 75.00	\$ 85.00	\$ 84.00
				\$ 83,600.00	\$ 88,000.00	\$ 85,800.00	\$ 84,700.00	\$ 82,500.00	\$ 93,500.00	\$ 92,400.00
B.10	Precast Concrete Manholestone Block Retaining Wall (Gray Color Units)	250	SF	\$ 22.00	\$ 40.00	\$ 44.00	\$ 31.00	\$ 36.00	\$ 75.00	\$ 42.00
				\$ 5,500.00	\$ 10,000.00	\$ 11,000.00	\$ 7,750.00	\$ 9,000.00	\$ 18,750.00	\$ 10,500.00
B.11	Minor Exist Manhole / Cleanout Adjustment to Grade	6	Ea.	\$ 450.00	\$ 400.00	\$ 375.00	\$ 375.00	\$ 350.00	\$ 500.00	\$ 800.00
				\$ 2,700.00	\$ 2,400.00	\$ 2,250.00	\$ 2,250.00	\$ 2,100.00	\$ 3,000.00	\$ 3,600.00
Subtotal Paving & Surfacing				\$ 300,744.50	\$ 323,154.25	\$ 318,974.50	\$ 331,712.50	\$ 302,027.00	\$ 365,789.00	\$ 354,135.00
Subtotal Paving & Surfacing				\$ 300,744.50	\$ 323,154.25	\$ 318,974.50	\$ 331,712.50	\$ 302,027.00	\$ 365,789.00	\$ 354,135.00
Basic Bid Items:			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
C. Storm Drain Improvements										
C.1	10" PVC C900 Pipe including Trench Excavation & Material Disposal and Compacted Crushed Rock Backfill	9	LF	\$ 180.00	\$ 80.00	\$ 157.00	\$ 180.00	\$ 135.00	\$ 290.00	\$ 120.00
				\$ 1,620.00	\$ 720.00	\$ 1,413.00	\$ 1,620.00	\$ 1,215.00	\$ 2,610.00	\$ 1,080.00
C.1A	10" PVC 3034 Pipe including Trench Excavation & Material Disposal and Compacted Crushed Rock Backfill	26	LF	\$ 85.00	\$ 71.00	\$ 135.00	\$ 112.00	\$ 117.00	\$ 140.00	\$ 120.00
				\$ 2,210.00	\$ 1,846.00	\$ 3,510.00	\$ 2,912.00	\$ 3,042.00	\$ 3,640.00	\$ 3,120.00
C.2	Remove Exist Catch Basin & Cap End of Pipe	2	Ea.	\$ 550.00	\$ 300.00	\$ 660.00	\$ 530.00	\$ 275.00	\$ 820.00	\$ 2,500.00
				\$ 1,100.00	\$ 600.00	\$ 1,320.00	\$ 1,060.00	\$ 550.00	\$ 1,640.00	\$ 5,000.00
C.3	Type G-2 Catch Basin	2	Ea.	\$ 1,600.00	\$ 2,120.00	\$ 1,300.00	\$ 2,350.00	\$ 1,750.00	\$ 2,300.00	\$ 2,500.00
				\$ 3,200.00	\$ 4,240.00	\$ 2,600.00	\$ 4,700.00	\$ 3,500.00	\$ 4,600.00	\$ 5,000.00
C.4	Waite Catch Basin	2	Ea.	\$ 1,600.00	\$ 1,600.00	\$ 1,215.00	\$ 1,400.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00
				\$ 3,200.00	\$ 3,200.00	\$ 2,430.00	\$ 2,800.00	\$ 3,800.00	\$ 3,000.00	\$ 3,000.00
C.5	New Drywell	1	Ea.	\$ 24,000.00	\$ 12,100.00	\$ 34,500.00	\$ 19,000.00	\$ 20,000.00	\$ 15,000.00	\$ 13,000.00
				\$ 24,000.00	\$ 12,100.00	\$ 34,500.00	\$ 19,000.00	\$ 20,000.00	\$ 15,000.00	\$ 13,000.00
C.6	Connect to Exist Drywell	1	Ea.	\$ 350.00	\$ 1,500.00	\$ 3,350.00	\$ 1,860.00	\$ 2,000.00	\$ 1,300.00	\$ 2,000.00
				\$ 350.00	\$ 1,500.00	\$ 3,350.00	\$ 1,860.00	\$ 2,000.00	\$ 1,300.00	\$ 2,000.00
Subtotal Storm Drain Improvements				\$ 35,680.00	\$ 24,206.00	\$ 49,123.00	\$ 33,952.00	\$ 34,107.00	\$ 31,790.00	\$ 32,200.00
Subtotal Storm Drain Improvements				\$ 35,680.00	\$ 24,206.00	\$ 49,123.00	\$ 33,952.00	\$ 34,107.00	\$ 31,790.00	\$ 32,200.00
Basic Bid Items:			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
D. Sanitary Sewer										
D.1	6" Cleanout Assembly over Exist 6" Concrete Pipe including Trench Excavation & Material Disposal and Crushed Rock Backfill	22	Ea.	\$ 2,000.00	\$ 1,350.00	\$ 1,900.00	\$ 1,860.00	\$ 1,800.00	\$ 950.00	\$ 1,850.00
				\$ 44,000.00	\$ 29,700.00	\$ 41,800.00	\$ 40,920.00	\$ 39,600.00	\$ 20,900.00	\$ 40,700.00
D.2	New 6" PVC 3034 Sewer Lateral with 6" Cleanout including Trench Excavation & Material Disposal and Compacted Crushed Rock Backfill (long run)	3	Ea.	\$ 3,000.00	\$ 2,550.00	\$ 3,135.00	\$ 3,400.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
				\$ 9,000.00	\$ 7,650.00	\$ 9,405.00	\$ 10,200.00	\$ 18,000.00	\$ 13,500.00	\$ 13,500.00
D.3	New 6" PVC 3034 Sewer Lateral with 6" Cleanout including Trench Excavation & Material Disposal and Compacted Crushed Rock Backfill (short run)	1	Ea.	\$ 1,800.00	\$ 1,500.00	\$ 2,100.00	\$ 2,150.00	\$ 4,300.00	\$ 1,250.00	\$ 3,200.00
				\$ 1,800.00	\$ 1,500.00	\$ 2,100.00	\$ 2,150.00	\$ 4,300.00	\$ 1,250.00	\$ 3,200.00
Subtotal Sanitary Sewer				\$ 54,800.00	\$ 38,850.00	\$ 53,305.00	\$ 53,270.00	\$ 61,900.00	\$ 35,650.00	\$ 57,400.00
Subtotal Sanitary Sewer				\$ 54,800.00	\$ 38,850.00	\$ 53,305.00	\$ 53,270.00	\$ 61,900.00	\$ 35,650.00	\$ 57,400.00
Basic Bid Items:			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
E. Waterlines										
E.1	Remove & Salvage Exist Fire Hydrant including Removal of Spool and installing Blind Fl									

ORDINANCE NO. 1504

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE-ELSNER, INC. IN THE AMOUNT OF \$522,949.50 FOR N MAPLE STREET IMPROVEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received eight (8) bids for the N Maple Street Improvements project; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on January 28, 2019; and

WHEREAS, bids were received and opened on February 19, 2019 at 2:00 pm in the City Hall Conference Room of the City of Canby and the bids were read aloud: and

WHEREAS, the bidders are as listed below, and a detailed tabulation of all items is attached herein and summarized as follows:

1.	Eagle-Elsner, Inc.	\$522,949.50
2.	Canby Excavating, Inc.	\$530,530.25
3.	M.L. Houck Construction, Co.	\$570,765.00
4.	North Santiam Paving, Co.	\$584,002.00
5.	Kerr Contractors Oregon, Inc.	\$598,856.50
6.	Elting Northwest, Inc.	\$630,344.00
7.	D&D Concrete & Utilities	\$673,835.00
8.	Northcore USA, LLC	\$697,710.51

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, March 6, 2019, 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 Eagle-Elsner, Inc.; now therefore

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

Section 1. The Mayor and/or 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 N Maple Street Improvements, in the amount of \$522,949.50. A copy of the Contract for Construction with Eagle-Elsner, Inc. is attached hereto 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, March 6, 2019; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, March 20, 2019, after the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1ST Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th day of March, 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

Exhibit "A"

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019 by and between

City of Canby

(hereinafter called OWNER) and

Eagle-Elsner, 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

N Maple Street Improvements

The scope of work consists of the following:

- Construction of approximately 1,300 lineal feet of street full street reconstruction to include excavation, new curbs and gutter, concrete sidewalks and driveways, installation of cleanouts over (22) existing 6" sanitary sewer laterals, add four (4) new sanitary sewer and water services, storm drainage to include one (1) new drywell and 4 catch basins, base coarse, pavement and site restoration.

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 **60** 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 15.07 of the General Conditions within 15 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 Four Hundred Dollars (\$400.00) 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

Five Hundred Twenty-Two Thousand Nine Hundred Forty-Nine and 50/100 Dollars

(\$522,949.50) 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 2.03 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 15.06 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 visited and explored the site soil conditions or if attached 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 visited and explored the site soil conditions, made or caused to be made if attached 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 conversed with the ENGINEER regarding the site soil conditions or correlated if attached 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.

- 7.6 Large boulders are expected to be encountered on-site during trench excavation.

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 & Specifications bearing the following general title:
City of Canby
N Maple Street Improvements
- 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 three counterparts of this Agreement.

This Agreement will be effective on _____, 2019.

OWNER:

**City of Canby
P.O. Box 930
Canby, OR 97013**

CONTRACTOR:

**Eagle-Elsner, Inc.
17400 SW Hillsboro Hwy
Sherwood, OR 97140**

By:_____

By:_____

Name/Title:_____

Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices: