



AGENDA

CANBY CITY COUNCIL MEETING

May 1, 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 MEETING – 7:00 PM

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. NALC Food Drive Day Proclamation Pg. 1
- D. National Small Business Week Proclamation Pg. 2
- E. Poppy Days in Canby Proclamation Pg. 3
- F. Walk and Bike Challenge Month Proclamation Pg. 4
- G. Water Safety Month Proclamation Pg. 5
- H. Historic Preservation Month Proclamation Pg. 6
- I. Oregon Heritage Excellence Award Presentation

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 April 17, 2019 City Council Regular Meeting
- B. New Off Premises Liquor License Application for Abarrotes y Mas El Rinconsito Pg. 7
- C. Reappointment to the Library Board Pg. 10
- D. Reappointment to the Heritage and Landmark Commission Pg. 11
- E. Appointment to the City Budget Committee Pg. 12
- F. Appointment to the Traffic Safety Commission Pg. 13

7. RESOLUTIONS & ORDINANCES

- A. Ord. 1506, Authorizing the Mayor and City Administrator to Execute a Contract with Kintechnology, Inc. to Continue to Provide Computer Technical Services For the City, Not to Exceed \$100,000.00; and Repealing Ordinance 1487 Pg. 14
- B. Ord. 1508, Authorizing the Mayor and City Administrator to Execute a Contract with Eagle Elsner, Inc. in the Amount of \$1,042,657.50 for Construction of the 2019 Street Maintenance Program; and Declaring an Emergency Pg. 24
- C. Ord. 1509, Authorizing the Mayor and City Administrator to Execute a Contract with Master Cleen, Inc. For Janitorial Services For Various City Facilities, Not to Exceed \$57,987.00; and Repealing Ordinance 1484 Pg. 36
- D. Ord. 1510, Authorizing the Mayor and City Administrator to Execute a Contract with Canby Excavating Inc. for the Wastewater Treatment Facility Effluent Pipeline Replacement Project; and Declaring an Emergency Pg. 47

8. NEW BUSINESS

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

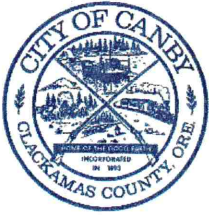
10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation

13. 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 503.266.0733. 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

National Association of Letter Carriers National Food Drive Day

WHEREAS, the National Association of Letter Carriers, in conjunction with the National Rural Letter Carriers' Association, U.S. Postal Service, UFCW, United Way, AFL-CIO, Valpak, Local Food Pantries, Valassis, and Kellogg's are coordinating a non-perishable food drive; and

WHEREAS, The Canby Center Food Pantry is in need of food at all times; and

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

WHEREAS, last year 8,053 pounds of non-perishable food was collected at the Canby Center Food Pantry; and

WHEREAS, during the last six months the Canby Center Food Pantry has provided a total of 20,475 meals for preparation; and

WHEREAS, the local letter carriers will collect non-perishable food items placed by mailboxes on Saturday, May 11, 2019.

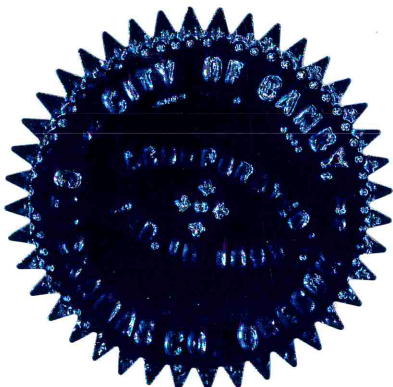
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim Saturday, May 11, 2019 as

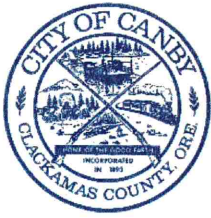
2019 National Association of Letter Carriers
National Food Drive Day

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 1st day of May 2019.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

National Small Business Week

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created and local communities preserve their unique culture; and

WHEREAS, because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, The City of Canby supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

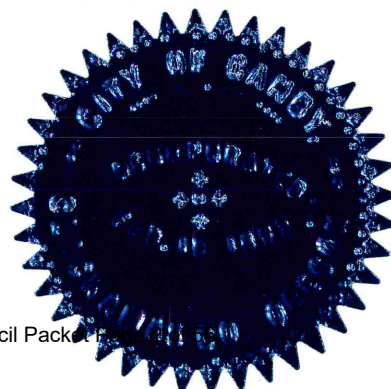
NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim May 5 – 11, 2019 as:

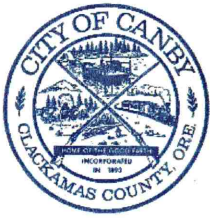
National Small Business Week

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 1st day of May 2019 in the City of Canby, Oregon.

Brian Hodson
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, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim the month of May 2019 as

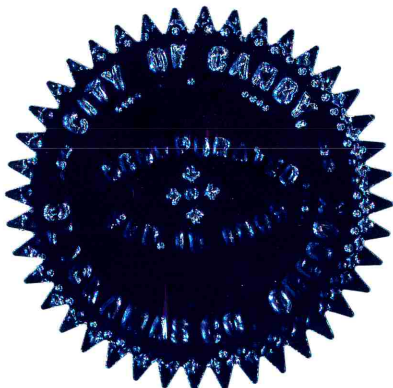
Poppy Month

and I do further proclaim May 19 through May 25, 2019 as

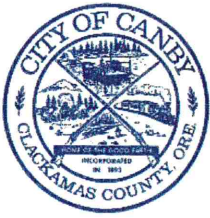
Poppy Days in the City of Canby

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 2018 in support of their service to our country's veterans.

Given unto my hand this 1st day of May 2019.



Brian Hodson
Mayor



Office of the Mayor

Proclamation

Walk and Bike Challenge Month

WHEREAS, for more than a century, the bicycle has been an utilitarian, economical, environmentally sound, and effective means of personal transportation, recreation and fitness; and

WHEREAS, the City of Canby encourages the use of bicycles and walking as a means of transportation; and

WHEREAS, the City of Canby recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of all public roadway facilities in Oregon except highways constructed to interstate standards; and

WHEREAS, the City of Canby encourages the increased use of the bicycle and walking – benefiting all citizens of Canby by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering physical fitness; and

WHEREAS, the City of Canby recognizes the use of bicycles and walking as viable modes of transportation, endeavors to promote safe and responsible bicycling and walking, and is committed to incorporating the development of bicycle and pedestrian facilities in the vision for revitalizing downtown Canby; and

WHEREAS, the City of Canby's Bicycle and Pedestrian Committee, in conjunction with the Mayor, encourage all citizens to ride their bicycles or walk to work, to the store, to the park, to school, and around their neighborhoods with friends, family, and neighbors to promote the personal and societal benefits achieved from bicycling and walking.

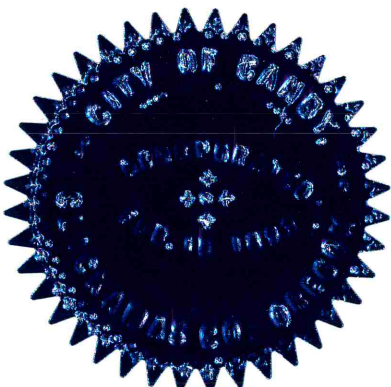
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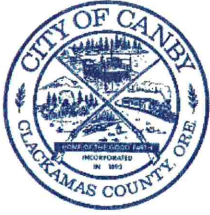
WALK AND BIKE CHALLENGE MONTH

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 1st day of May 2019 in the City of Canby, Oregon.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

Water Safety Month

WHEREAS, citizens of Canby recognizes that swimming and aquatic-related activities contribute to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the citizens of Canby understand the essential role that Water Safety education plays in preventing drownings and recreational water-related injuries and have demonstrated that understanding by approving funding to continue operation of the Canby Swim Center; and

WHEREAS, the City of Canby is aware of the contributions made by the recreational water industry, as represented by the many organizations, including the Canby Swim Center, involved in the National Water Safety Month Coalition that have developed safe swimming facilities, swim lessons and other aquatic programs, home pools and spas, and related activities; and

WHEREAS, these facilities, along with the many natural rivers and ponds in the Canby area are providing healthy places to recreate, learn and grow, build self-esteem, confidence, and a sense of self-worth which contributes to the quality of life in our community; and

WHEREAS, the citizens of Canby recognize the ongoing efforts and commitment of the Canby Swim Center to educate the public, and especially children, regarding Water Safety issues so that they may safely enjoy the benefits of all water related activities; and

WHEREAS, the citizens of Canby understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to area rivers and swimming holes.

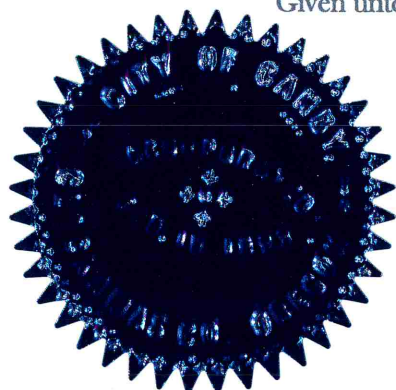
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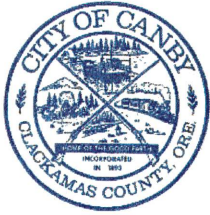
WATER SAFETY MONTH

in the City of Canby and do urge all those in the Canby area to support and promote this observance.

Given unto my hand this 1st day of May 2019 in the City of Canby, Oregon.

Brian Hodson
Mayor





Office of the Mayor

Proclamation

Historic Preservation Month

WHEREAS, historic preservation is an effective tool for the economic development, tourism promotion, management of growth, revitalization of neighborhoods, fostering of local pride, and maintaining overall community character while enhancing livability; and

WHEREAS, the historic houses, buildings, and other sites of Canby help make our City unique and provide links with aspiration and attainment of the City's pioneers and their descendants; and

WHEREAS, these fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the theme for National Historic Preservation Month.

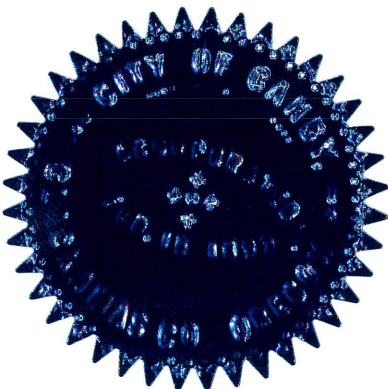
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Historic Preservation Month

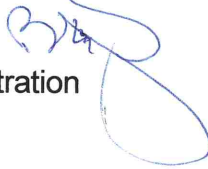
in the City of Canby and do urge all those in the Canby area to support and promote this observance by walking the Canby Women's Heritage Trail.

Given unto my hand this 1st day of May 2019 in the City of Canby, Oregon.

Brian Hodson
Mayor



Memo

To: Mayor Brian Hodson & Members of City Council
From: Bret J. Smith, Chief of Police 
CC: Kim Scheafer, General Administration
Date: April 15, 2019
Re: Liquor License Application / Abarrotes y Mas El Rinconsito

I have reviewed the attached liquor license application completed by Mr. Jose Luciano Gomez Guarneros, for the business, "Abarrotes y Mas El Rinconsito", located at 426 NW 1st Avenue, Canby, Oregon. Mr. Gomez Guarneros said he, his wife and mother will initially be working together to manage/operate the store and additional staff will be added later.

On April 15, 2019, I spoke with Mr. Gomez Guarneros and we discussed the expectations and responsibilities involving the sale of alcoholic beverages. He told me he is intending to sell beer and wine at the store and he is aware that he and any employee selling alcoholic beverages must know the laws regulating the sale of alcoholic beverages. He said he and his staff will take the OLCC training course. He said he understands there are consequences for failure to comply with the rules as set forth by Oregon State law.

It is my recommendation the Canby City Council approve this application to the Oregon Liquor Control Commission (OLCC).



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PD
4/11/19
\$100.00
cc pmj
C

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received: 4-11-2019
<input type="checkbox"/> Brewery 2 nd Location	Name of City or County: Canby
<input type="checkbox"/> Brewery 3 rd Location	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Brewery-Public House 1 st location	By: _____
<input type="checkbox"/> Brewery-Public House 2 nd location	Date: 5-1-2019
<input type="checkbox"/> Brewery-Public House 3 rd location	
<input type="checkbox"/> Distillery	
<input type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1 st location	
<input type="checkbox"/> Grower Sales Privilege 2 nd location	
<input type="checkbox"/> Grower Sales Privilege 3 rd location	
<input type="checkbox"/> Limited On-Premises	
<input checked="" type="checkbox"/> Off-Premises	
<input type="checkbox"/> Off-Premises with Fuel Pumps	
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
<input type="checkbox"/> Winery 2 nd Location	
<input type="checkbox"/> Winery 3 rd Location	

OLCC USE ONLY
Date application received: 4/5/19
By: Jan Z.
Date application accepted as initially complete: 4/9/19
By: Jan Z.
License Action(s): N/O

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Jose Luciano Gomez Guarneros

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

OLCC USE ONLY

OLCC FINANCIAL SERVICES USE ONLY



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1 <i>Jose Luciano Gomez Guarnneros</i>		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) <i>Abarrotes y mas EL Rinconito</i>			
5. Business Address (Number and Street Address of the Location that will have the liquor license) <i>426 NW 1st ave</i>			
City <i>Canby</i>		County <i>Clackamas</i>	Zip Code <i>97013</i>
6. Does the business address currently have an OLCC liquor license? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) <i>426 NW 1st ave</i>			
City <i>Canby</i>		State <i>OR</i>	Zip Code <i>97013</i>
9. Phone Number of the Business Location <i>503-266-2178</i>		Email Contact for this Application	
Contact Person for this Application <i>Jose Gomez</i>		Phone Number	
Mailing Address	City	State <i>OR</i>	Zip Code

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

Jose Luciano Gomez
(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: April 10, 2019 Position Applying For: Canby Public Library Board
 Name: Kathleen L. Myron Occupation: Volunteer, Home Manager, Life-long learning
 Home Address: _____ Canby, OR 97013
 Employer: Self Position: Semi-retired
 Daytime Phone: _____ Evening Phone: same
 E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? Canby Public Library.
 Special interests revolve around funding the library and being aware of Canby growth with respect to clean
 air and water, traffic flow, and local food production with emphasis on organic. Local 5 family farm owner.

What are your major interests or concerns in the City's programs? Recognizing the value of a range
of perspectives, especially with regard to meeting above-noted elements; providing needed services
to all residents including those of Canby's unincorporated area in sustainable fashion/quality of life issues.

Reason for your interest in this position: CPL serves a large number of citizens in a wide variety of ways.
The County Library District is at a demanding point in meeting public needs. Because I have been serving
on LDAC and the Data Subcommittee affecting Canby and the CPL, I would like to continue on the board.

Experience and educational background: BA in Management of Human Resources, George Fox College,
now GF University. Under-grad studies in German and Russian with work towards secondary ed certificate.

Service on various non-profit boards; photographer; former member American Fisheries Society, Continued below:

List any other City or County positions on which you serve or have served: CPL Board member, now Chair;
Representative to County Library District Advisory Committee and LDAC Data Sub-committee; 1980's Canby Pool Board v.p./pres.

Background continued: Former Oregon Potters Assoc. (clay sculptor) and former small business owner.

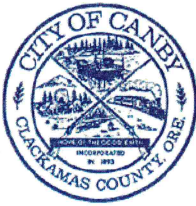
Referred by (if applicable): Note: The LDAC Chair has requested current members continued to maintain continuity.

Please return to:

*City of Canby - Attn: City Recorder
 PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
 Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov*

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable
 on the City's web page. 5/2017

Date Received: 4.10.2019 Date Appointed: _____ Term Expires: 6.30.2023
 Date Resigned: _____ Destruction Date: _____



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: April 18, 2019 Position Applying For: HLC

Name: Carol Palmer Occupation: Retired

Home Address: _____

Employer: _____ Position: _____

Daytime Phone: _____ Evening Phone: _____

E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? History, historic preservation, gardening, reading

What are your major interests or concerns in the City's programs? Historic Preservation & Library

Reason for your interest in this position: Continue work on heritage projects

Experience and educational background: BA WOU ('70), MBA U of O ('90), MA Arizona State University ('08), PhD (History) Arizona State University ('12)

List any other City or County positions on which you serve or have served: Clackamas County Heritage Council & Executive Committee, Willamette Falls Heritage Area Coalition Board & Executive & Nominating Committees, Canby Library Board

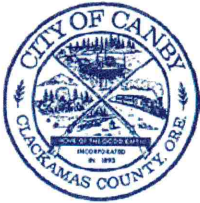
Referred by (if applicable): _____

Please return to:

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PO Box 930, 222 NE 2nd Avenue, Canby, OR 97013
Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@canbyoregon.gov*

Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page. 5/2017

Date Received: 4-18-2019 Date Appointed: _____ Term Expires: 6-30-2022
Date Resigned: _____ Destruction Date: _____



**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: 10/22/2018 Position Applying For: City Budget Committee
Name: Bob Patterson Occupation: Litigation Support Manager
Home Address: _____
Employer: Kilmer Voorhees & Laurick, PC Position: Litigation Support Manager
Daytime Phone: _____ Evening Phone: _____
E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? _____
Moved to Canby approximately two years ago, and I would like to become more involved in the community.

What are your major interests or concerns in the City's programs? _____
Financial stability and future planning are of paramount importance to Canby.

Reason for your interest in this position: _____
I believe my background and experience could help my neighbors.

Experience and educational background: _____
26 years in the legal field, former officer in the US Navy and US Merchant Marine.

List any other City or County positions on which you serve or have served: _____
None.

Referred by (if applicable): _____

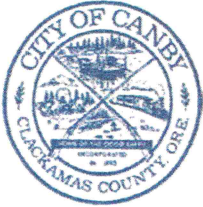
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Note: Information on this form may be available to anyone upon a Public Records Request and may be viewable on the City's web page.

5/2017

Date Received: 10.22.2018 Date Appointed: _____ Term Expires: 6.30.2021
Date Resigned: _____ Destruction Date: _____



Term to Expire 6.30.2022

**CITY OF CANBY
COMMITTEE, BOARD, &
COUNCIL APPOINTMENT APPLICATION**

Date: April 10th, 2019 Position Applying For: Traffic Safety Commission
Name: Jackie Jones Occupation: Graduate Student
Home Address: _____
Employer: n/a Position: _____
Daytime Phone: _____ Evening Phone: _____
E-Mail Address: _____

What are your community interests (committees, organizations, special activities)? I currently serve as the Canby SW neighborhood Assoc chairperson. Board member for Coffee Creek Women's Prison advisory committee. Committee member for the Rotary End Sex trafficking committee.

What are your major interests or concerns in the City's programs? Safe streets for those that drive and for those that walk or bike. Our city is getting bigger and my hope is to a part of the process on keeping everyone safe.

Reason for your interest in this position: I have previously served on the Traffic Safety Commission as a Vice chair and as a member. I know there is a need to have the South side of town have some voice in the meetings.

Experience and educational background: I am currently a Criminology and Justice Graduate student at Portland State.

List any other City or County positions on which you serve or have served: I have previously been a member of the Traffic Safety Commission and Parks and Rec. I was a part of the Transportation system Planning committee in 2010. I currently am serving as the SW Neighborhood Assoc.

Referred by (if applicable): _____

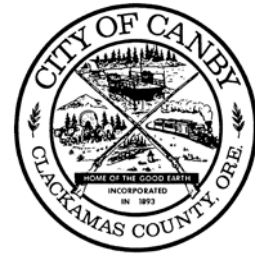
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Date Received: 4.11.2019 Date Appointed: _____ Term Expires: 6.30.2022
Date Resigned: _____ Destruction Date: _____

MEMORANDUM



TO: Honorable Mayor Hodson and City Council
FROM: Amanda Zeiber, Assistant City Administrator
DATE: April 22, 2019
THROUGH: Richard Robinson, City Administrator

Issue:

The City of Canby contracts out technical services and information technology. The current provider, KinTechnology, Inc. (KinTech), has been the service provider for the City of Canby since 2006. KinTech assigns two technicians to primarily support the City of Canby, along with other staff and technical experts who are available as needed to perform duties and functions to update, troubleshoot and maintain City systems. The City assigns one administrative assistant to tech services. The City does not have adequate funding to support an internal IT staff of multiple technical experts.

Continuity of service is important as we continue to create technology efficiencies and implement City wide security systems. KinTech staff have received the training and have the knowledge to effectively maintain systems specific to the City of Canby, including law enforcement, public transit and wastewater. KinTech provides excellent service to the City of Canby during work hours and additionally after hours as needed to support law enforcement and transit functions.

Recommendation:

Staff recommends the Council approve Ordinance 1506.

Recommended Motion:

“I move to approve Ordinance No. 1506, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY; NOT TO EXCEED \$100,000.00; AND REPEALING ORDINANCE 1487 to come up for second reading on May 15, 2019.”

Attachments:

- Ordinance 1506
- Ordinance 1506 Exhibit A – Personal Services Agreement

ORDINANCE NO. 1506

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KINTECHNOLOGY, INC. TO CONTINUE TO PROVIDE COMPUTER TECHNICAL SERVICES FOR THE CITY, NOT TO EXCEED \$100,000.00; AND REPEALING ORDINANCE 1487

WHEREAS, the City of Canby desires to continue its contract between the City and KinTechnology, Inc. to provide computer technical services for the City; and

WHEREAS, the current contract with KinTechnology, Inc. needs to be renewed;

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an amended Personal Services Agreement with KinTechnology, Inc. to continue to provide computer technical services for the City. A copy of the Personal Services Agreement is attached hereto as Exhibit "A."

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 1, 2019, and 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 15, 2019 commencing at the hour of 7:00 p.m. 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 15th day of May 2019 by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

Exhibit "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and KINTECHNOLOGY, INC. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$100,000.00 is the not to exceed price for general services of this contract without prior written approval from the City. Out of contract fees are per the hourly rate schedule listed in Exhibit "B".
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they

have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Tim Kimble
KinTechnology, Inc.
PO Box 305
Canby, OR 97013

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: By:
Date: Date:
Subcontractors will be used ____ Yes ____ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

Joseph Lindsay, City Attorney

11/6/15

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

EXHIBIT A

Monthly Scope of Services –

KinTech agrees to manage and maintain the City of Canby computer network system using the following services:

- One technician for an average of 36-40 hours per week.
- Maintain network level web filtration system.
- Maintain inventory documentation.
- Coordinate and consolidate all requests for support using KinTech ticketing system.
- Monitor network system status and performance.
- Create and manage users and groups.
- Manage data organization and security.
- Manage data backup and data restore systems.
- Planning, installation, and maintenance of physical network backbone.
- Manage internal and external network security.
- Planning and maintenance of email systems.
- Research and implement technology advancements.
- Plan, research, and assist with acquisitions of new hardware and software.
- Setup, configure, and maintain new and current workstations.
- Troubleshoot software and hardware issues.
- Relocate user workstation environments.
- Removal of malware and viruses from network systems.
- Troubleshoot and maintain network printing.
- Assess user requirements and propose solutions to meet them.
- Manage hardware recycling and, or secure disposal.

Scope of Services does not include the following:

- All hardware needs - costs will be discussed as needed.
- Anti-Virus licensing renewals - City will be responsible for renewal fees.
- Web Filtration subscription – Three systems available for \$475 per month.
- Anti-Spam filtration subscription - Service available at a cost of \$5.90 per user per month.
- Create documentation for training purposes.
- Provide training for users on hardware and software systems.

EXHIBIT B

Monthly Service Fee:

\$8,333.33 set monthly fee not to exceed \$100,000.00 for the 19'20 budget year.

Other Services:

Other services not included in the above *Monthly Scope of Services* will be charged at our regular rates listed below. All charges will be approved in advance by an authorized City representative. [Authorized City representatives include Assistant City Administrator/HR Director, City Administrator, and City Recorder.]

Rates - Base hourly rates apply to services provided during normal weekday business hours Monday through Friday, 8:00am to 6:00pm in the time zone where services are performed. Holiday rates will be charged at double the base hourly rate on national holidays. Emergency rates will be charged at double that base hourly rate for non-scheduled urgent-care-response events. *Overtime* rates will be charged at one and one half times the base hourly rate during non-holiday, non-emergency and non-weekday business hours. KinTechnology reserves the right to change base hourly rates with prior notice to customers.

Base Hourly Rates

\$95/hr

\$145/hr

\$145/hr

\$95 to \$145/hr

\$95 to \$145/hr

Consulting Position

PC/MAC Tech

Networking Tech

Server Tech

Programmer

Training

April 22, 2019

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

RE: CITY OF CANBY
2019 STREET MAINTENANCE
BID TABULATION & RECOMMENDATION OF AWARD

Mr. Mayor and City Council Members:

On April 18, 2019, the City of Canby solicited and received Seven (7) bids for the 2019 Street Maintenance. 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 seven (7) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,042,657.50
2.	K & E Paving, Inc.	\$1,153,369.75
3.	North Santiam Paving Company	\$1,276,510.00
4.	S-2 Contractors, Inc.	\$1,278,335.00
5.	Brix Paving NW, Inc.	\$1,297,018.00
6.	Knife River Corporation	\$1,340,647.00
7.	Pacific Excavation, Inc.	\$1,492,000.00

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 disclosure information and execution of the bid. Both bidders are deemed responsive and responsible. A mathematical extension error was found in the second lowest bid but it didn't change the ranking.

The low bidder for the 2019 Street Maintenance, **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 and a familiar name. We have worked with **Eagle-Elsner**,

Inc. on many successful projects of similar scope over the last few 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 2019 Street Maintenance project to the low responsive bidder, **Eagle-Elsner, Inc.**, in the amount of One Million Forty-Two Thousand Six Hundred Fifty-Seven and 50/100 Dollars (\$1,042,657.50).

We have enclosed a staff report, an ordinance 1508, 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 April 22, 2019 to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.

A handwritten signature in black ink, appearing to read 'Hassan A. Ibrahim', with a large, stylized flourish at the end.

Hassan A. Ibrahim, P.E.

Enclosures: 1508 Staff Report
1508 Ordinance
Bid Tabulation
Contract for Construction

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 Ibrahim, P.E.
CURRAN-McLEOD, INC.

DATE: April 22, 2019

ISSUE: 2019 STREET MAINTENANCE
APPROVAL OF CONSTRUCTION CONTRACT ORDINANCE 1508

SYNOPSIS: On April 18, 2019, the City of Canby solicited and received seven (7) bids for the 2019 Street Maintenance. This staff report is to request Council approval for award of the contract to the low responsive bidder.

RECOMMENDATION:

That the Council approve Ordinance 1508 authorizing the Mayor and City Administrator to execute a contract with Eagle-Elsner, Inc. in the amount of \$1,042,657.50 for the 2019 Street Maintenance.

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. All three bidders substantially complied with the bidding requirements and without any deviations and were deemed to be responsible and responsive, with Eagle-Elsner, Inc. submitting the low responsible and responsive bid.

The City finance Department has confirmed that available funds are available to cover the contract amount.

BACKGROUND:

This project is part of the Street Maintenance Program funded through the street maintenance fee. It is a continuation of the annual street maintenance program based on the Pavement Condition Index survey. The funding source is limited to maintenance of the existing street network.

Honorable Mayor & City Council
April 22, 2019
Page 2

FISCAL IMPACT:

Attached are Ordinance 1508 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 \$1,042,657.50. This contract is within the available budget of the 2019- 2020 fiscal-year and should not pose a funding problem as all of the improvements have dedicated funding.

ENCLOSURES:

- Ordinance Number 1508
- Construction Contract
- Bid Tabulation
- Recommendation of Award

cc: Mr. Jerry Nelzen, Public Works Supervisor
Ms. Kim Scheafer, City Recorder

City of Canby

 Project: **2019 Street Maintenance**

Bid Date: Thursday, April 18, 2019

BID TABULATION				Eagle-Elsner	K & E Paving	North Santiam Paving	S-2 Contractors	Brix Paving NW	Knife River	Pacific Excavation	
Basic Bid Items:				Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	
A.1	Mobilization	1	LS	\$ 103,000.00	\$ 115,000.00	\$ 128,000.00	\$ 92,400.00	\$ 94,000.00	\$ 147,205.00	\$ 166,230.00	
				\$ 103,000.00	\$ 115,000.00	\$ 128,000.00	\$ 92,400.00	\$ 94,000.00	\$ 147,205.00	\$ 166,230.00	
A.2	½" Asphalt Concrete Pavement Prelevel	300	Tons	\$ 91.00	\$ 72.25	\$ 90.00	\$ 120.00	\$ 98.35	\$ 100.00	\$ 94.50	
				\$ 27,300.00	\$ 21,675.00	\$ 27,000.00	\$ 36,000.00	\$ 29,505.00	\$ 30,000.00	\$ 28,350.00	
A.3	2" thick, One Lift, ½" Asphalt Concrete Pavement Overlay	4,500	Tons	\$ 62.00	\$ 72.25	\$ 90.00	\$ 89.00	\$ 96.50	\$ 81.75	\$ 88.50	
				\$ 279,000.00	\$ 325,125.00	\$ 405,000.00	\$ 400,500.00	\$ 434,250.00	\$ 367,875.00	\$ 398,250.00	
A.4	3" thick, Two Lifts, ½" Asphalt Concrete Pavement Overlay	3,700	Tons	\$ 61.00	\$ 72.25	\$ 82.00	\$ 89.00	\$ 90.50	\$ 72.15	\$ 86.75	
				\$ 225,700.00	\$ 267,325.00	\$ 303,400.00	\$ 329,300.00	\$ 334,850.00	\$ 266,955.00	\$ 320,975.00	
A.5	Grind Existing Pavement, (6' wide panel, 0"-2" max depth)	26,000	LF	\$ 2.45	\$ 2.68	\$ 2.80	\$ 2.00	\$ 3.00	\$ 1.90	\$ 2.85	
				\$ 63,700.00	\$ 69,680.00	\$ 72,800.00	\$ 52,000.00	\$ 78,000.00	\$ 49,400.00	\$ 74,100.00	
A.6	Grind Existing Pavement NW & NE 2nd Ave, 2" max depth	2,640	SY	\$ 4.75	\$ 6.30	\$ 8.00	\$ 6.00	\$ 7.70	\$ 7.80	\$ 7.00	
				\$ 12,540.00	\$ 16,632.00	\$ 21,120.00	\$ 15,840.00	\$ 20,328.00	\$ 20,592.00	\$ 18,480.00	
A.7	Existing Pavement Removal/ Excavation, NW & NE 2nd Ave, 2" max depth	710	SY	\$ 4.75	\$ 9.30	\$ 8.00	\$ 12.00	\$ 10.60	\$ 15.00	\$ 7.00	
				\$ 3,372.50	\$ 6,603.00	\$ 5,680.00	\$ 8,520.00	\$ 7,526.00	\$ 10,650.00	\$ 4,970.00	
A.8	Asphalt Pavement Repair	150	SY	\$ 45.00	\$ 29.94	\$ 64.00	\$ 50.00	\$ 75.70	\$ 245.00	\$ 66.50	
				\$ 6,750.00	\$ 4,491.00	\$ 9,600.00	\$ 7,500.00	\$ 11,355.00	\$ 36,750.00	\$ 9,975.00	
A.9	Asphalt Reconstruction	385	SY	\$ 110.00	\$ 58.75	\$ 95.00	\$ 85.00	\$ 46.00	\$ 250.00	\$ 94.50	
				\$ 42,350.00	\$ 22,618.75	\$ 36,575.00	\$ 32,725.00	\$ 17,710.00	\$ 96,250.00	\$ 36,382.50	
A.10	Crack Seal Repair	50,000	LF	\$ 1.40	\$ 0.55	\$ 1.00	\$ 1.60	\$ 1.18	\$ 1.10	\$ 2.25	
				\$ 70,000.00	\$ 27,500.00	\$ 50,000.00	\$ 80,000.00	\$ 59,000.00	\$ 55,000.00	\$ 112,500.00	
A.11	Truncated Dome Detectable Warning Cast-in-place mat	78	Ea.	\$ 630.00	\$ 800.00	\$ 660.00	\$ 800.00	\$ 310.00	\$ 330.00	\$ 672.50	
				\$ 49,140.00	\$ 62,400.00	\$ 51,480.00	\$ 62,400.00	\$ 24,180.00	\$ 25,740.00	\$ 52,455.00	
A.12	Concrete Curb Type "C" at the front of the ADA Ramp	750	LF	\$ 50.00	\$ 51.00	\$ 56.00	\$ 42.00	\$ 39.50	\$ 105.00	\$ 56.50	
				\$ 37,500.00	\$ 38,250.00	\$ 42,000.00	\$ 31,500.00	\$ 29,625.00	\$ 78,750.00	\$ 42,375.00	
A.13	Concrete Short Curb Type "C" at the back of the ADA Ramp	400	LF	\$ 40.00	\$ 40.00	\$ 37.00	\$ 42.00	\$ 37.30	\$ 105.00	\$ 47.75	
				\$ 16,000.00	\$ 16,000.00	\$ 14,800.00	\$ 16,800.00	\$ 14,920.00	\$ 42,000.00	\$ 19,100.00	
A.14	4" Concrete Sidewalk	450	SY	\$ 150.00	\$ 270.00	\$ 160.00	\$ 150.00	\$ 208.00	\$ 165.00	\$ 317.50	
				\$ 67,500.00	\$ 121,500.00	\$ 72,000.00	\$ 67,500.00	\$ 93,600.00	\$ 74,250.00	\$ 142,875.00	
A.15	4" Wide White or Yellow Thermoplastic Stripe	11,100	LF	\$ 0.90	\$ 0.90	\$ 0.85	\$ 1.00	\$ 1.05	\$ 0.90	\$ 1.50	
				\$ 9,990.00	\$ 9,990.00	\$ 9,435.00	\$ 11,100.00	\$ 11,655.00	\$ 9,990.00	\$ 16,650.00	
A.16	4" Yellow Bi-Directional Type 1 Reflectors	10	Ea.	\$ 16.00	\$ 16.00	\$ 15.00	\$ 30.00	\$ 18.00	\$ 16.00	\$ 11.25	
				\$ 160.00	\$ 160.00	\$ 150.00	\$ 300.00	\$ 180.00	\$ 160.00	\$ 112.50	
A.17	8" Wide White Thermoplastic Stripe	7,000	LF	\$ 1.30	\$ 1.30	\$ 1.25	\$ 1.50	\$ 1.50	\$ 1.35	\$ 2.00	
				\$ 9,100.00	\$ 9,100.00	\$ 8,750.00	\$ 10,500.00	\$ 10,500.00	\$ 9,450.00	\$ 14,000.00	
A.18	12" or 24" Wide White Thermoplastic Stop and Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk (Non-Skid Finish)	1,500	SF	\$ 8.15	\$ 8.10	\$ 7.75	\$ 9.00	\$ 10.00	\$ 8.00	\$ 14.50	
				\$ 12,225.00	\$ 12,150.00	\$ 11,625.00	\$ 13,500.00	\$ 15,000.00	\$ 12,000.00	\$ 21,750.00	
A.19	Bike Stencils, Slow & Hump, ADA Legends	17	Ea.	\$ 290.00	\$ 290.00	\$ 275.00	\$ 350.00	\$ 342.00	\$ 290.00	\$ 510.00	
				\$ 4,930.00	\$ 4,930.00	\$ 4,675.00	\$ 5,950.00	\$ 5,814.00	\$ 4,930.00	\$ 8,670.00	
A.20	Left or Right Turn Arrows	4	Ea.	\$ 300.00	\$ 310.00	\$ 285.00	\$ 400.00	\$ 355.00	\$ 295.00	\$ 275.00	
				\$ 1,200.00	\$ 1,240.00	\$ 1,140.00	\$ 1,600.00	\$ 1,420.00	\$ 1,180.00	\$ 1,100.00	
A.21	Signs post and V-Loc Bases	4	Ea.	\$ 300.00	\$ 250.00	\$ 320.00	\$ 600.00	\$ 900.00	\$ 380.00	\$ 675.00	
				\$ 1,200.00	\$ 1,000.00	\$ 1,280.00	\$ 2,400.00	\$ 3,600.00	\$ 1,520.00	\$ 2,700.00	
Red denotes variation from written bid, after calculation				TOTAL BASIC BID	\$ 1,042,657.50	\$ 1,153,369.75	\$ 1,276,510.00	\$ 1,278,335.00	\$ 1,297,018.00	\$ 1,340,647.00	\$ 1,492,000.00

ORDINANCE NO. 1508

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH EAGLE- ELSNER, INC. IN THE AMOUNT OF \$1,042,657.50 FOR CONSTRUCTION OF THE 2019 STREET MAINTENANCE PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby has heretofore advertised and received seven (7) bids for the 2019 Street Maintenance; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on March 27, 2019; and

WHEREAS, bids were received and opened on April 18, 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:

The summary of cost for each of the seven (7) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,042,657.50
2.	K & E Paving, Inc.	\$1,153,369.75
3.	North Santiam Paving Company	\$1,276,510.00
4.	S-2 Contractors, Inc.	\$1,278,335.00
5.	Brix Paving NW, Inc.	\$1,297,018.00
6.	Knife River Corporation	\$1,340,647.00
7.	Pacific Excavation, Inc.	\$1, 492,00.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 1, 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, 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 Eagle-Elsner, Inc. for the 2019 Street Maintenance in the amount of \$1,042,657.50. A copy of the contract with, Eagle-Elsner, Inc. is attached hereto and incorporated herein.

Section 2. Due to the large number of ADA ramp replacements, which are part of the project, initiating the project in June ensures it can be completed during the summer construction season. Because of this, 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 thereof on Wednesday, May 1, 2019 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 15, 2019, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Avenue, 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 15th day of May 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
2019 Street Maintenance**

The City has an estimated available budget not to exceed \$700,000 for this work. The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices.

The scope of work generally consists of the following:

- Approximately 8,000 tons of asphaltic concrete pavement at 2" or 3" thickness.
- Approximately 26,000 lineal feet of 6-foot wide panel grinding at 0"-2" depth and approximately 24,000 SF area at 2" depth.
- Retrofit an estimated 42 ADA ramps, including curbs, sidewalks, and 3 pedestrian midblocks.
- Restore approximately 17,000 lineal feet of 4" and 8" wide stripes, including legends such as arrows, continental crosswalks, stop bars, bike stencils, etc.
- Repair an approximate 50,000 lineal feet of joint crack sealing.

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 45 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 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

One Million Forty-Two Thousand Six Hundred Fifty-Seven and 50/100 Dollars
(\$1,042,657.50) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 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 15.01 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 15.06.

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 & Specifications bearing the following general title:
City of Canby
2019 Street Maintenance
- 8.9 Addenda numbers 1-3.
- 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
PO Box 930
Canby, OR 97013**

CONTRACTOR:

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

By:_____

By:_____

Name/Title:_____

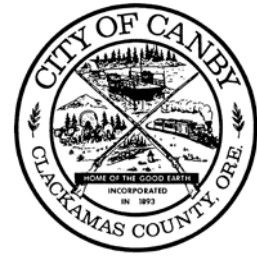
Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices:

MEMORANDUM



TO: Honorable Mayor Hodson and City Council
FROM: Amanda Zeiber, Assistant City Administrator
DATE: April 22, 2019
THROUGH: Richard Robinson, City Administrator

Issue:

The City of Canby contracts out janitorial services. The current provider, Master Cleen, has been the service provider for the City of Canby for over 20 years. Master Cleen provides janitorial services at the Library and Civic Building, Canby Police Department, CAT Offices, Transit Station, and the Waste Water Treatment Plan. Master Cleen provides services on a regular basis and is also on call for any additional janitorial needs that arise.

Master Cleen staff have received the training and have the knowledge to effectively maintain facilities specific to the City of Canby, including law enforcement, public transit and wastewater. The City intended to solicit a Request for Qualifications for Janitorial Services in the spring of 2019 for the 2019-2020 fiscal year. Due to the restructure and transition of the Facilities Coordinator position, which oversees the janitorial contract, this project was postponed and will be reviewed in the spring of 2020 for the fiscal year 2020-2021.

Recommendation:

Staff recommends the Council approve Ordinance 1509.

Recommended Motion:

“I move to approve Ordinance No. 1509, AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MASTER CLEEN, INC. FOR JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, NOT TO EXCEED \$57,987.00; AND REPEALING ORDINANCE 1484 to come up for second reading on May 15, 2019.

Attachments:

- Ordinance 1509
- Ordinance 1509 Exhibit A – Personal Services Agreement

ORDINANCE NO. 1509

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH MASTER CLEEN, INC. FOR JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, NOT TO EXCEED \$57,987.00; AND REPEALING ORDINANCE 1484

WHEREAS, the City of Canby requires ongoing scheduled janitorial services in order to properly maintain City facilities for the comfort and safety of its employees and citizens; and

WHEREAS, the City has previously adopted Ordinance 1484 which selected Master Cleen, Inc., as an independent contractor under a personal services contract for the purpose of carrying out the these activities; and

WHEREAS, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this proposal, reviewed the staff report and finds that the contract is in the best interest of the City to enter into.

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 Master Cleen, Inc., the copy of said contract is attached hereto and marked as Exhibit "A" and by this reference fully incorporated herein.

Section 2. Ordinance 1484 is hereby repealed.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 1, 2019, and 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 15, 2019, commencing at the hour of 7:00 p.m. in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Kimberly Scheafer, MMC
City Recorder

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the 15th day of May by the following vote:

YEAS_____ NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and MASTER CLEEN, INC. (Contractor).

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$57,987.00 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.

7. Term.

- A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.

8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.).** For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Jim Dye
Master Clean, Inc.
PO Box 208
Oregon City, OR 97045

**Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR: CITY OF CANBY

By: By:

Date: Date:

Subcontractors will be used ____ Yes ____ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

Joseph Lindsay, City Attorney

11/6/15

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

[illegible]

The City hereby approves the above listed subcontractors.

City of Canby

Date _____

Exhibit "A"

CIVIC BUILDING

3 x PER WEEK
WEEKEND TUESDAY THURSDAY

BATHROOMS

Sinks
Toilets
Mirrors
Counters and door faces
Wall smudges
Empty trash
Restocking supplies
Mopping the floors
Using disinfectant products

OFFICES

Empty Trash and Recycling
Wipe down any flat surfaces that are cleared off
(Will not move desk top items)
Wipe off phones and computer screens
Dust as needed flat open surfaces
Tops and faces of filing cabinets
Watch for cobwebs
Vacuum

Kitchen areas

Empty trash
Wipe down tables and counter tops
Wipe counter faces
Wipe off faces of microwaves fridges
(Does not include cleaning them inside)
Restock supplies as applicable
Wall smudges
Clean sinks
Mop floors

LIBRARY

3 x PER WEEK
FRIDAY MONDAY WEDNESDAY

GENERAL AREAS

Wiping off Counters and flat surfaces
Filing cabinets tops and faces (tops cleared)
Flat surfaces have to be cleared
Clean phones and computer screens
Dust anywhere needed
Empty trash and recycle
Vacuum floor
We do not clean book shelves
Wipe off any open desk areas

BATHROOMS

Sinks
Toilets
Mirrors
Counters and door faces
Wall smudges
Empty trash
Restocking supplies
Mopping the floors
Using disinfectant products

STAIRS AND ELEVATOR

Sweep Mop and or vacuum stairs
Prints on inside and out and vacuum

ENTRY

Sweep / Mop Vacuum Rugs

6 X PER WEEK

GLASS ALL DOORS PER QUARTER

\$ 40.

PER MONTH

PER YEAR

\$ 2340

\$ 28,080.

EXTRA GLASS IS EXTRA
CARPET XTRA EXCEPT SPOTTING

POLICE / COURT

	3 X PER WEEK	MONTH	YEARLY
BATHROOMS			
Sinks - Toilets - Mirrors		\$1494.	\$17,928
Counters and door faces			
Wall smudges			
Empty trash			
Restocking supplies			
Mopping the floors			
Using disinfectant products			
Kitchen area			
Empty trash			
Wipe down tables and counter tops			
Wipe counter faces			
Wipe off faces of microwaves fridges			
(Does not include cleaning them inside)			
Restock supplies			
Wall smudges			
Clean sinks			
Mop floors			
GENERAL AREAS			
Wiping off Counters and flat surfaces			
Filing cabinets tops and faces (tops cleared)			
Flat surfaces have to be cleared			
Clean phones and computer screens			
Dust anywhere needed			
Empty trash and recycle			
Vacuum floor			
Wipe off any open desk areas			
Ledges / Baseboards			
EACH MONDAY			
Secure shredding to be emptied			
Secured Records / vacuum / trash / shredding			
LUNCH ROOM FLOOR			
Strip / Wax	3 X PER YEAR	\$0.00	
GLASS			
	2 X PER YEAR	\$0.00	
Does not include any second floor level glass			
BASEMENT			
Not included in work agreement			
HARD FLOORS		\$0.00	
4 Areas to maintain			
OUTSIDE GARBAGE			
2 cans to be emptied as needed			
CARPET			
All carpets	1 X PER YEAR		\$1000.
			<hr/>
			\$18,928

CAT OFFICE

GENERAL CLEANING RULES		3 TIMES PER WEEK	MONTH	YEAR
			\$ 234	\$2808.
FLOORS				
	Carpet	1 X PER YEAR		\$ 100
	Main S/W	1 X PER YEAR		\$ 100
GLASS				
	2 X PER YEAR	inside/out		\$3008

TRANSIT STATION

General cleaning rules apply

BATHROOM				
	1 TIME PER WEEK		\$ 62	
LUNCHROOM				
	2 TIMES PER WEEK		\$ 88	
GLASS				
	2 TIMES A MONTH		\$ 52	
CIGERETTE CANS				
	2 TIMES PER MONTH			
FLOOR S/W				
	2 TIME PER YEAR			\$ 150.
				\$2774

WWTP SECURE FACILITY

LAB AND OFFICE		1 X PER WEEK	\$ 321	\$3852
LAB				
	GENERAL CLEANING RULES			
	Caution to not move any lab equipment testing devices or chemicals			
MAIN FLOORS				
	Strip / Wax	3 X PER YEAR		\$1125
BLOWER ROOM		3 X PER YEAR		\$ 120
	Sweep Mop Garbage Cob Webs			
BLOWER ROOM FLOOR		1 X PER YEAR		\$ 100
				\$5197

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. Richard Robinson, City Administrator

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

DATE: April 19, 2019

ISSUE: CANBY WASTEWATER TREATMENT FACILITY
EFFLUENT PIPELINE REPLACEMENT PROJECT
APPROVAL OF ORDINANCE 1510 FOR CONSTRUCTION

SYNOPSIS: On April 18, 2019, the City of Canby received a bid for the Wastewater Treatment Facility Effluent Pipeline Replacement Project. This staff report is to request Council approval for award of the contract.

RECOMMENDATION:

That the Council approve Ordinance 1510 authorizing the Mayor and City Administrator to execute a contract with Canby Excavating, Inc. in the amount of \$220,945 for the basic bid, and declaring an emergency.

RATIONALE: This solicitation was advertised and completed in compliance with ORS 279C as a formal bid process. The bid from Canby Excavating, Inc. was responsive and responsible and within the project costs estimate.

BACKGROUND:

In mid-February of this year, the Wastewater Treatment Plant operators coordinated with the Public Works department to clear some obstructions in the outfall pipeline to the Willamette River. The existing outfall pipe, which was built in 1949, was surcharged and not free draining.

Public Works placed cameras in the existing 18" outfall line and determined the line was deteriorated and obstructed with substantial root intrusion at the joints. Public works indicated they could cut the roots to re-establish the flow, however there was a concern the root debris could plug the outlet diffusers, and once cut, the roots tend to accelerate re-growth. This 18" line discharges through a system of multiple small diameter diffusers in the river to achieve the dilution required by DEQ.

This existing 18" concrete line is 70 years old, deteriorated, and is undersized for the design flow of the wastewater treatment facility. The best long-term solution was to replace the outfall line to increase the capacity and restore the drainage path. As a result, instead of attempting to remove the root obstructions, a new 24" pipeline was designed and the bid solicitation process accelerated to secure approval to replace the pipeline as soon as possible.

FISCAL IMPACT:

This project is budgeted for fiscal year 2020, however the project is proposed to begin as soon as possible, with initial funding derived from the remaining FY 2019 capital budget. The single bid received was within the estimated costs, and the project can be completed within the budgeted funds.

Cc: Mr. Richard Robinson, City Administrator
Ms. Kim Scheafer, City Recorder
Mr. Dave Conner, WWTP Superintendent

Enclosures: Ordinance 1510
Contract for Construction
Bid Tabulation

BID TABULATION				Can by Excavating, Inc.
Basic Bid Items:			Units	Unit / Total
1	Mobilization, Bond & Insurance	1	LS	\$ 6,300.00
				\$ 6,300.00
2	Erosion & Sediment Control	1	LS	\$ 6,100.00
				\$ 6,100.00
3	24" Gravity Sewer Pipe, including trench excavation, select bedding & pipe zone, native backfill	815	LF	\$ 183.00
				\$ 149,145.00
4	48" Manhole constructed over the existing 18" concrete pipeline, including tamperproof frame & lid	2	Ea.	\$ 9,110.00
				\$ 18,220.00
5	48" Manhole, including tamperproof frame & lid	2	Ea.	\$ 5,340.00
				\$ 10,680.00
6	Remove Existing Manholes and plug existing 18" Pipelines	3	Ea.	\$ 3,000.00
				\$ 9,000.00
7	10' Rock Access Road including geotextile fabric and 6" of crushed rock surfacing	800	LF	\$ 23.00
				\$ 18,400.00
8	AC Path Repair, including sawcutting, 10" of crushed rock base and 2" of 1/2" Dense Mix AC to match existing	1	LS	\$ 3,100.00
				\$ 3,100.00

TOTAL BASIC BID \$ 220,945.00

ORDINANCE NO. 1510

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. FOR THE WASTEWATER TREATMENT FACILITY EFFLUENT PIPELINE REPLACEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the Canby Wastewater Treatment Facility Effluent Pipeline Replacement Project; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on April 5, 2019; and

WHEREAS, one bid was received and opened at 4:00 PM on April 18, 2019 in the City Hall Conference Room from Canby Excavating, Inc. in the amount of \$220,945:

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, May 1, 2019, and considered the bids and reports and recommendations of the City staff, including the staff recommendation that the 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 the Wastewater Treatment Facility Effluent Pipeline Replacement Project, for the bid amount of \$220,945. A copy of the contract with Canby Excavating, Inc. is attached herein.

Section 2. Due to the need to provide continuous sanitary sewer treatment and effluent disposal, 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 thereof on Wednesday, May 1, 2019 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 15, 2019, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Avenue, 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 15th day of May 2019, by the following vote:

YEAS_____

NAYS_____

Brian Hodson
Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

Exhibit "A"

CONTRACT FOR CONSTRUCTION
Canby Wastewater Treatment Facility
Effluent Pipeline Replacement Project

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

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
Canby Wastewater Treatment Facility
Effluent Pipeline Replacement Project

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who are 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 successful bidder agrees to be substantially complete with all work within 75 calendar days after issuance of the Notice to Proceed, and to achieve final completion within 30 days of issuance of Substantial Completion.

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 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

Two Hundred Twenty Thousand, Nine Hundred Forty Five and No/100 Dollars
(\$220,945.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 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 15.01 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 15.06.

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 Specifications bearing the following general title:

**CITY OF CANBY
Canby Wastewater Treatment Facility
Effluent Pipeline Replacement Project**

- 8.9 Addenda number(s) 1 through 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 _____.

OWNER:

**CITY OF CANBY
PO Box 930
Canby, OR 97013**

CONTRACTOR:

**CANBY EXCAVATING, INC.
PO Box 848
Canby, OR 97013**

Signed:_____

Signed:_____

Name:_____

Name:_____

Title:_____

Title:_____

Attest:_____

Address for giving notices:

