



AGENDA

CANBY CITY COUNCIL MEETING

August 21, 2019

7:00 PM

Council Chambers

222 NE 2nd Avenue, 1st Floor

Mayor Brian Hodson

Council President Tim Dale

Councilor Trygve Berge

Councilor Traci Hensley

Councilor Greg Parker

Councilor Sarah Spoon

Councilor Shawn Varwig

CITY COUNCIL MEETING – 7:00 PM

1. CALL TO ORDER

A. Invocation

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 July 24, 2019 City Council Special Meeting

7. PUBLIC HEARING

8. RESOLUTIONS & ORDINANCES

A. Res. 1325, Adopting a Collective Bargaining Agreement Between The City of Canby (City) And The Canby Police Association For The Period From July 1, 2019 Through June 30, 2022; And Repealing Resolution 1254 Pg. 1

B. Ord. 1515, Authorizing the Mayor to Execute a Contract with Curran-McLeod, Inc. Consulting Engineers for Design and Construction Phase Engineering Services for the 2019 Wastewater Treatment Plant Primary Clarifier Improvements (**2nd Reading**)

Pg. 24

- C. Ord. 1516, Proclaiming Annexation into the City of Canby, Oregon All Remaining Portions of SE Township Road Public Right-Of-Way (ROW), Roughly 2.4 Acres, Located Between the Western Boundary of the Molalla Forest Road and the Western Boundary of Mulino Road, Including the Portion of ROW that Crosses Union Pacific Railroad Crossing DOT 760205P, MP 748.30 **(2nd Reading)** Pg. 41
- D. Ord. 1517, Authorizing the City Administrator to Execute a Contract with Owen Equipment for the Purchase of One 2019 Elgin Crosswind 1 Street Sweeper for the Canby Public Works Department **(2nd Reading)** Pg. 45
- E. Ord. 1518, Establishing a Budget of \$475,000 for the Construction of a Splash Pad and Related Improvements and Authorizing the City Administrator to Execute a Contract with 2KG Contractors, Inc. for Design and Construction of a Splash Pad and Related Improvements, and Authorizing the City Administrator to Approve Change Orders Within the Established Budget, and to Sign Those Other Documents Required for the Completion of the Project, And Declaring An Emergency **(2nd Reading)** Pg. 52
- F. Ord. 1519, Authorizing the City Administrator to Execute a Contract with Landscape Structures, Inc. in the Amount of \$81,905.00, and Declaring an Emergency **(2nd Reading)** Pg. 90
- 9. **NEW BUSINESS**
 - A. Findings, Conclusion and Final Order ANN 18-06 Pg. 99
- 10. **CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS**
- 11. **CITIZEN INPUT**
- 12. **ACTION REVIEW**
- 13. **EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation**
- 14. **ADJOURN**

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Joshua Davis at 503.266.0638. 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.



City of Canby

PO Box 930 Phone: 503.266.0635
222 NE 2nd Ave Fax: 503.266.0699
Canby, OR 97013 www.canbyoregon.gov

Date: August 21, 2019

To: Honorable Mayor Hodson and City Council

From: Amanda Zeiber, Assistant City Administrator

RE: RESOLUTION NO. 1325 - A RESOLUTION ADOPTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY POLICE ASSOCIATION FOR THE PERIOD FROM JULY 1, 2019 THROUGH JUNE 30, 2022; AND REPEALING RESOLUTION 1254.

SUMMARY:

The Agreement between the City of Canby (City) and the Canby Police Association (Union) expired on June 30, 2019. The City and Association have bargained the terms and conditions of a new contract and have tentatively agreed to a package settlement of all outstanding issues relating to collective bargaining between the parties. The contract agreement is retroactive to July 1, 2019 and expires on June 30, 2022.

RECOMMENDATION:

Staff recommends that the Council approve Resolution No. 1325, ratifying and approving the tentative agreement and adopting the Collective Bargaining Agreement between the City and Union.

ATTACHED: Resolution No. 1325
Collective Bargaining Agreement July 1, 2019 – June 30, 2022

MOTION:

“I move to approve RESOLUTION NO. 1325 - A RESOLUTION ADOPTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY POLICE ASSOCIATION FOR THE PERIOD FROM JULY 1, 2019 THROUGH JUNE 30, 2022; AND REPEALING RESOLUTION 1254.”

RESOLUTION NO. 1325

**A RESOLUTION ADOPTING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF CANBY (CITY) AND THE CANBY POLICE ASSOCIATION
FOR THE PERIOD FROM JULY 1, 2019 THROUGH JUNE 30, 2022; AND
REPEALING RESOLUTION 1254.**

WHEREAS, the City has recognized the Canby Police Association as the sole collective bargaining agent for all regular employees, as noted in the Agreement between the parties, attached hereto as Exhibit “A”.

WHEREAS, the collective bargaining agreement between the City and the Canby Police Association expired on June 30, 2019, and;

WHEREAS, the City and the Canby Police Association have bargained the terms and conditions of a new collective bargaining agreement to be retroactive to July 1, 2019 and to expire on June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City of Canby Council as follows:

1. That the attached collective bargaining agreement, marked as Exhibit “A” and by this reference incorporated here, is adopted between the City and the Canby Police Association for the period of July 1, 2019 through June 30, 2022.
2. That the City Administrator is directed to take the necessary action to implement the terms of the said contract.
3. That the Mayor and City Administrator are authorized to sign the collective bargaining agreement on behalf of the City.

This resolution shall take effect retroactively to July 1, 2019.

ADOPTED this 21st day of August 2019 by the City of Canby City Council.

Brian Hodson
Mayor

ATTEST:

Rick Robinson,
City Recorder Pro-Tem

Agreement

Between

City of Canby, Oregon

and

Canby Police Association

July 1, 2019 – June 30, 2022

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AGREEMENT

By and between City of Canby, Oregon and Canby Police Association

The CITY OF CANBY, OREGON, hereinafter referred to as the "City" and the CANBY POLICE ASSOCIATION, hereinafter referred to as the "Association" hereby enter into this agreement regarding conditions relating to wages, benefits, hours, and working conditions for all employees hereinafter classified and identified in this Agreement.

ARTICLE 1 - RECOGNITION

Section 1. The City does hereby recognize the Association as the sole collective bargaining representative for all regular employees classified and identified in this Agreement, as noted herein and on *Schedule "A"* attached hereto.

Section 2. New classifications may be developed by the City, and assigned a wage scale by the City. The City shall forward to the Association the new classification and wage scale. If it has been agreed or established that the new classification appropriately belongs in the bargaining unit and if the Association provides a written request to the City to bargain the wage rate for the classification, the wage scale for the new classification shall then be subject to negotiations and statutory impasse procedures.

ARTICLE 2 - EMPLOYEE RIGHTS

Section 1. It shall be the right of all employees subject to the terms of this Agreement to elect membership in the Association, or not to elect membership in the Association. Employees shall not be required to join in any organization or association or make payments to the Association as a condition of continued employment with the City.

Section 2. In the event of layoff or new hire, one or more part-time employees performing bargaining unit work shall replace no full-time employee. No part-time employees will be hired or used if previously hired, as long as a full-time employee is on layoff status and is eligible for recall, except when the laid off full-time employee has refused the recall opportunity to full or part-time work.

ARTICLE 3 - CIVIL RIGHTS

Section 1. No employee shall be discriminated against or discharged because of the employee's membership or non-membership in the Association, because of the employee's decision to make payments or not to make payments to the Association, or because of activities the employee may engage in on behalf of the Association, provided, that such activities are lawful, are compliant with City Policy and Departmental work rules, and do not interfere with the employee's performance of work assignments or the operation of the Department.

Section 2. There shall be no discrimination with regard to the hiring or tenure of the employees by reason of their race, color, creed, national origin, physical handicap, gender, sexual orientation, or age. All references to employees in this agreement shall designate both genders, and wherever the male gender is used, it shall be

construed to include male and female employees.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. The City Administrator and department heads exercise responsibility under the authority of the City Council, for management of the City and the direction of its workforce. To fulfill this responsibility, the rights of the City shall include, but are not limited to; establishing and directing activities of the City's departments and its employees; determining standards of service and methods of operation, including subcontracting and the introduction of new equipment; establishing procedures and standards for employment, promotion, layoff and transfer; to discipline or discharge for just cause; determine job descriptions, work schedules, and assign work; and any other rights except as expressly limited by the terms of this Agreement.

ARTICLE 5 - SENIORITY

Section 1. The principle of seniority shall be observed with regard to all layoffs and recalls of regular employees, provided that employees to be recalled are competent to perform the work required. The Association recognizes the City's right to retain "special skill" employees without regard to seniority when layoffs are necessary (examples: canine officer, bilingual, etc.).

Section 2. Lateral hire employees shall be deemed "Regular Employees" for purposes of this Article upon satisfactory completion of a twelve (12) month probationary period following their last date of hire. New recruits shall be required to complete an eighteen (18) month probationary period. During said probationary period, employees shall have no recourse to the grievance procedure of this Agreement concerning disputes regarding discipline and discharge.

Section 3.

(A) Seniority under this Agreement shall come under two categories as follows:

1. Police Department seniority shall mean the length of continuous service police since last date of hire.
2. Classification seniority shall mean the length of continuous service with the City of Canby in the Police Officers' classifications (Police Sergeants and Police Officers).

(B) In the event of layoff and rehire within a classification, as per this Article, classification seniority shall prevail, consistent with Section 1 of Article 5, above. An employee with classification seniority in more than one of the classifications listed in Section 2 of this Article above shall have the right to use classification seniority for bumping privileges into the other classifications.

(C) As applies to vacation credits, vacation scheduling, and days off, Department seniority in rank shall prevail, provided said scheduling is compatible with the operating needs of the Department.

Section 4. The City agrees to notify the Association and the employees simultaneously, not less than two (2) weeks prior to any layoff by forwarding the name and classifications of the employees to be laid off.

Section 5. Employees off work for eighteen (18) months or more, those discharged for cause, and those who

voluntarily quit, shall be considered off the seniority list with the exception of those off on military leave, off due to industrial accident, or off on other leave protected by law.

Section 6. No new employee shall be hired until all laid off employees in that classification have had an opportunity to return to work. The City agrees to notify laid off employees of their right to return to work by certified mail to the employee's last address known to the City. The employee must respond within seven (7) calendar days from the date of receipt (regardless of who signed the receipt) to be considered for recall.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

Section 2. When there is evidence of unsatisfactory conduct, the City agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation, except when the situation warrants immediate appropriate action, which may include written reprimand, suspension or discharge. Following verbal reprimand and an opportunity for the employee to correct the situation, the City may issue a written reprimand, or if the situation warrants, the City may institute appropriate action as stated above.

When the City intends to take disciplinary action, with the exception of verbal reprimands, the City shall notify the non-probationary employee and the Association in writing of the charges against the employee, and shall provide the employee with the opportunity to respond to the charges at a pre-disciplinary hearing.

The non-probationary employee, whose discipline is being considered with the exception of verbal reprimands, shall be granted a minimum of two (2) calendar days, or more at the discretion of the City, to prepare for the pre-disciplinary hearing.

The employee shall be entitled to have an available representative of his or her choice at the pre-disciplinary hearing.

The City agrees to furnish the employee a complete statement in writing at the time of the written reprimand, suspension, demotion, or discharge, outlining the specific reasons for such action. If at the time of written reprimand, suspension, demotion, or discharge, it is not feasible to furnish the employee with a complete statement, said statement must be presented to the employee within two (2) calendar days. At the same time the employee is presented with the statement, the Association shall be sent an identical copy of the written notice of reprimand, suspension, demotion, or discharge which has been given to the employee.

Section 3. Any suspension, demotion or discharge shall be for just cause.

Section 4. Any employee who is the subject of an investigation shall be notified in writing within ten (10) calendar days from the completion of the investigation as to findings of the investigation except in instances where confidentiality is required.

Section 5. Evaluations shall not be used as substitutes for steps in the disciplinary process. Evaluations may be used in the progressive discipline process as establishing a pattern of behavior or performance.

Section 6. In the event an employee is interviewed concerning an action which would likely result in disciplinary action other than an oral warning, the following process shall be followed to the extent circumstances permit:

- (A) Prior to the interview, the employee will be informed of the nature of the allegations and the nature of the investigation, and will be provided a minimum of two (2) calendar days prior to the interview, unless time provided is waived by the employee. The employee will also be notified that he or she has a right to consult with an Association representative and to have that or another representative present at the interview.
- (B) Interviews covered under this Section shall, to the extent practical, take place at the City's facilities, or at a location mutually agreed upon by the Chief and Association member.
- (C) Either party may audio record the interview and, if either party exercises this right, they will provide a copy of the tape or transcript to the other party upon request.
- (D) In any investigation, the employee may be required to answer any questions reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions.
- (E) In situations involving the use of force, the employee shall have the right to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force.

ARTICLE 7 - HOURS OF WORK/OVERTIME

Section 1. The workday shall consist of eight (8) hours per day on the basis of a five (5) day workweek, or ten (10) hours per day on the basis of a four (4) day workweek. For patrol, both parties prefer the "4-10" shift. The City retains the right to change to the "5-8" shift if circumstances dictate. The workweek shall consist of a forty (40) hour shift schedule, which shall take place during a seven (7) calendar day period, commencing at midnight Sunday AM and ending at midnight the following Saturday PM. Detectives and Patrol are all eligible to work a 4-10 shift at the discretion of the Chief.

Section 2. Each employee shall be entitled to two (2) fifteen (15) minute rest breaks and one (1) thirty (30) minute meal break for each work shift up to ten (10) hours in accordance with Oregon BOLI regulations.

Section 3. All hours worked in excess of eight (8) or ten (10) hours in one (1) day, depending on the employee's regular shift schedule, or all hours worked in excess of forty (40) hours per week, shall be paid for at the overtime rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay, except as may be provided differently in this Agreement. Overtime shall be computed to the nearest fifteen (15) minutes.

Section 4. Employees may elect to be compensated for overtime in cash or compensatory time off. Compensatory time off may be accrued at the rate of one (1) and one-half (1-1/2) times the number of overtime hours worked up to a maximum accrual of eighty (80) hours, with all other overtime paid in cash. Compensatory time off shall be scheduled at the mutual convenience of the City and the employee.

Employees have the option to cash out up to forty (40) hours of accrued unused compensatory time once (1) per fiscal year.

Section 5. A reasonable clean-up time will be granted just prior to the end of the shift for employees who, in the judgment of the Police Chief or his/her designee, need such, due to the nature and conditions of their work assignment.

Section 6. The City will offer a minimum forty (40) hour workweek to all regular full-time employees, except by mutual agreement between the City and the Association.

Section 7. An employee who involuntarily works more than five (5) work shifts in five (5) consecutive calendar days shall then be compensated at the overtime rate until that employee is provided two (2) consecutive calendar days off.

Section 8. The parties agree that the workweek will remain the same for all employees per Section 1 of Article 7 above. The parties further agree that if a shift rotation results in an employee working less than forty (40) hours in a workweek, the employee may make up the additional hours needed to reach forty (40) in the workweek from accrued vacation or compensatory time off, or by working the additional hours if shifts are available. The parties agree that in a shift rotation, all employees will get at least two (2) days off between the old shift and the new shift. If an employee does not get at least two (2) days off in such circumstances, the employee will be paid for time and a half for any work performed on those two (2) days.

Section 9. An employee will be given advance notice of any temporary shift change in his/her regularly assigned work shift. Any temporary shift change without prior notice that results in an employee being required to return to work at a time earlier or later than his/her normal schedule, shall make the employee eligible for overtime for all hours worked outside his or her normal shift, if that employee was not notified of such change forty eight (48) hours prior to the change of shift, except in cases of an emergency. This section 9 does not apply to voluntary shift trades. An employee called into work for an emergency shall be paid for such shift and given up to two (2) hours of overtime at time and one-half (1 1/2) as compensation for changing shifts (refer to Article 8 Section 1 of this Agreement for non-emergency call back).

Section 10. Overtime shall be offered to employees on a seniority basis, except in cases of emergency. However, an "emergency" does not include budgeting considerations or situations created by the City. Recognizing that seniority is ultimately the prevailing consideration upon which the assignment of overtime is based, an effort will be made to distribute overtime throughout the Department on a fair and equitable basis.

Section 11. An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24) hour work day and who is scheduled to work a shift in the next twenty-four (24) hour work day shall be allowed to be off work by the employees request for at least eight (8) hours before returning to active duty status.

The affected member will be compensated for any on-duty time lost by using his/her accrued time-off benefits, including sick leave. The affected member may opt to flex their schedule by mutual agreement with the City to accommodate the eight (8) hours off. Any member working at least fifteen (15) hours will notify both the Police and the Association Executive Board of their current work hour status and of any potential to exceed the 16 hours limit. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

Section 12. Flexible schedules. Employees may work a flexible schedule if mutually agreed between the employee and the City, under the following parameters:

- (A) There will be no daily overtime for an employee working a flexible schedule and the adjustment may not result in additional labor costs or overtime;
- (B) Employee requests should be 72 hours in advance, where feasible;
- (C) Flexing must occur in the same workweek; and
- (D) The schedule may not impede customer service or normal work process.

ARTICLE 8 - REPORTING AND CALL BACK

Section 1. Employees required to report for work shall be entitled to two (2) hours of call time pay unless they are notified prior to the start of their shift that they are not to report. All employees shall have a posted telephone number where they may be reached in order to qualify for the above pay provisions.

Employees called off duty for any work-related concerns by a supervisor, but not called back to work, shall be paid for all time spent on the telephone at the rate of time and one-half (1-1/2) with a minimum of thirty (30) minutes to be paid for each call. This minimum shall also apply to language translations given by employees who are required to participate in duty related telephone calls off duty.

Section 2. Employees who are on the premises of the police department and are called back to work thirty (30) minutes or more after the end of their regular shift shall be entitled to a minimum of one (1) hour work or pay therefore at the overtime rate of two (2) times the employee's regular rate of pay, except as provided differently in this Agreement.

Section 3. Employees required to attend training classes, training shoots, department staff meetings or similar functions outside their regular shift, will be entitled to one and one-half (1-1/2) times their regular rate of pay for a minimum of two (2) hours.

Section 4. Employees involuntarily called back from paid leave shall be paid at the rate of time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours, shall receive straight time for the balance of their normal shift (eight (8) or ten (10) hours) not worked, and shall have their paid leave account credited for a full shift (eight (8) or ten (10) hours).

ARTICLE 9 - COURT TIME

Section 1.

- (A) Employees of the Police Department who are called to work either one (1) hour or less before or after their scheduled shift, to appear in any court, shall be entitled to a minimum of one (1) hour at one (1) and one-half (1-1/2) times the employee's regular rate of pay, if such appearance was necessitated through actions of such officer while employed by the City.
- (B) Employees of the Police Department who are called to work in excess of one (1) hour either before or after their scheduled shift, to appear in any court, shall be entitled to receive time and one-half (1-1/2) times their regular hourly rate of pay for a minimum of four (4) hours, if such appearance was necessitated through actions of such officer while employed by the City.

Section 2. Employees of the Police Department who are called to work on one (1) of their scheduled days off,

to appear in any court, shall be entitled to receive a minimum of four (4) hours pay at the overtime rate of time and one-half (1-1/2) times their regular hourly rate of pay, if such appearance was necessitated through the actions of such officers while employed by the City. All court time is to be utilized for that purpose only. An employee shall not appear in court and be required to work on any other assignment.

Section 3. Employees who are called to work on one of their scheduled vacation days off, to appear in any court, shall be compensated as provided in Article 8, Section 4, if such appearance was necessitated through the actions of such employee while employed for the City.

ARTICLE 10 – WAGES

Section 1. The job classifications and their corresponding wage scales are noted on *Schedule "A"*, which is attached hereto and made a part of this Agreement by reference thereto. Paydays shall be bi-weekly. Sergeant pay starts at Step 3 below on the wage scale.

The City will make the following wage increases during the term of this agreement:

- (A) Effective July 1, 2019, increase the wage scale across the board by three point three percent (3.3%).
- (B) Effective July 1, 2020, increase the wage scale across the board by two point five percent (2.5%).
- (C) Effective July 1, 2021, increase the wage scale across the board by two point five percent (2.5%).

Section 2. Employees who obtain their intermediate and advanced certificates from the Department of Public Safety Standards and Training (DPSST) will receive additional compensation in the amount of:

- (A) Intermediate Certificate: Three and a half percent (3.5%) of base pay per month.
- (B) Advanced Certificate: Six and a half percent (6.5%) of base pay per month (Three and a half (3.5%) intermediate plus three percent (3%) additional).

Section 3. Officers assigned to Traffic Unit, or Detectives shall receive five percent (5%) per month premium to be added to his/her regular rate of pay. This premium is full and complete compensation for the possibility that an officer may be called out during off-duty hours. Normal reporting and call back pay provided for in Article 8 of this Agreement apply.

Section 4. Any employee serving as a Canine Officer, and who maintains certification as a Canine Officer, shall receive, in addition to his/her regular pay, a five percent (5%) premium. This premium is full and complete compensation for the care of the police canine during off-duty hours to include all compensable time and activities.

Section 5. Any employee demonstrating written and oral proficiency in the Spanish language shall receive, in addition to his/her regular pay, a five percent (5%) premium. The City is to determine a reasonable level of proficiency and the manner of testing that proficiency. An officer can receive this premium, as well as an assignment premium, at the same time.

Section 6. Officers assigned as Field Training Officers (FTO) shall receive five percent (5%) premium pay added to his/her regular rate of pay for all hours worked when assigned to an officer in a field training evaluation

program.

Section 7. Officers who serve as Officers-in-Charge (OIC) of a shift shall receive one (1) additional hour of overtime pay per shift. In order to qualify, the assignment as OIC shall be made by the supervisor.

Section 8. Employees may become eligible for longevity pay in the amount of one and a half percent (1.5%) of the base salary after completing ten (10) years of continuous employment with the City of Canby. Employees may become eligible for longevity pay in the amount of two percent (2%) of their base salary after completing 20 years of continuous employment with the City.

Section 9. On the first (1st) pay period following July 1, 2020, the City will make a one-time only contribution equal to two percent (2%) of the employee's prior calendar year wages on a pre-tax basis to the employee's City-sponsored 457(b) deferred compensation plan account. On the first (1st) pay period following July 1, 2021, the City will make a one-time only contribution equal to one percent (1%) of the employee's prior calendar year wages on a pre-tax basis to the employee's City-sponsored 457(b) deferred compensation plan account. Employees must have opened a City-sponsored deferred compensation account on or before June 1 of the applicable calendar year in order to receive the one-time contributions described in this Section 9. For purposes of this Section 9, "wages" shall mean wages or compensation as defined under the City-sponsored 457(b) deferred compensation plan that is used to determine employer contributions. Employees must be employed at the time the contributions described in this Section are made in order to receive the contributions, except that employees who retire between June 1 and July 1 of the applicable year will be entitled to receive the contributions.

ARTICLE 11- PER DIEM AND MILEAGE

Section 1. Employees shall be paid a per diem allowance for meals and incidental expenses for approved travel and/or training as follows:

- (A) For travel and/or training within the continental United States (CONUS) the per diem rate, rules and policies listed at www.gsa.gov and in effect at the time of the travel; and
- (B) For travel and/or training outside of the continental United States (OCONUS), the per diem rate, rules and policies listed at www.dtic.mil/perdiem/pdrates.html and in effect at the time of the travel and/or training.

Section 2. Meals provided as part of a program shall be deducted from the above per diem reimbursement in an amount equal to that set forth in the Meals and Incidental Breakdown listed at www.gsa.com and in effect at the time of the travel and/or training.

Section 3. Employees shall be reimbursed actual expenses for hotel accommodations for approved travel and/or training.

Section 4. An employee required by the Chief or the Chief's designated agent to use a personally owned vehicle for City business shall be compensated at the rate listed at www.gsa.gov/mileage and in effect at the time of the travel. Mileage reimbursement is paid monthly.

ARTICLE 12 - HOLIDAYS

Section 1. The following days shall be recognized as paid holidays, regardless of the day of the week on which they occur:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Personal Holiday	

One (1) personal holiday shall accrue on the first (1st) day of each fiscal year.

Section 2. Personal holiday use must be scheduled by mutual agreement between the employee and the Chief (or designee). Employees may carry over up to ten (10) hours of accrued, unused Personal holiday hours earned in one (1) fiscal year for use in subsequent fiscal years. All accrued, unused personal holiday hours above the carryover amount will be forfeited without pay at the end of the fiscal year unless agreed to by the parties.

Section 3.

- (A) To qualify for a paid holiday, the employee shall have been available for work or on paid leave on his/her last scheduled workday proceeding the holiday and his/her first (1st) scheduled workday following the holiday.
- (B) If a holiday falls on the employee's day off, the employee will accrue one personal holiday, to be scheduled by mutual agreement between the employee and the Chief (or designee) at a later date within the same fiscal year subject to Section 2 of Article 12 above. The personal holiday bank shall be maintained by the City and reported on the employee's biweekly pay record.
- (C) Employees required to work on recognized City holidays shall be compensated at the rate of time and one-half (1-1/2) times their regular hourly rate of pay to a maximum of ten (10) hours worked (fifteen (15) hours pay), in addition to a day's pay for the holiday. By mutual agreement between the employee and the City, such compensation may be taken in the form of compensatory time off.

Section 4. For employees who normally work a Monday through Friday shift, holidays falling on Saturday shall be observed the preceding Friday, and the holidays falling on Sunday shall be observed the following Monday.

Section 5. Whenever one of the recognized holidays fall during an employee's paid leave, the holiday will not be counted against the employee's paid leave bank.

ARTICLE 13 – VACATIONS

Section 1. All regular employees who have been in the employ of the City for at least one (1) full year shall be entitled to vacation benefits. The following annual vacation allowance shall be observed:

<u>Year of Services</u>	<u>Annual Accrual Rate</u>	<u>Max Accrual</u>
1 to 4 years	80 hours	160 hours
5 to 9 years	120 hours	240 hours
10 to 13 years	160 hours	280 hours
14 years and over	200 hours	360 hours

Vacation shall accrue each pay period in amount equal to the annual accrual rate divided by the total number of pay periods.

Section 2. Employees who leave the employ of the City after having been employed for one (1) or more years shall be paid in one (1) lump sum for any accrued but unused vacation benefits upon separation.

Section 3. All time off for vacation shall be by mutual agreement between the supervisor and the employee. In the event of a conflict between the employees regarding time of their vacations, then the principle of seniority shall prevail. Employees may use accrued vacation hours with advanced approval on an hourly basis. Vacation hours used shall be paid at the regular hourly rate of pay.

Section 4. Employees may not use accrued vacation hours for sick leave purposes unless the employee obtains prior written approval from the City Administrator or designee, the absence is for a qualifying OFLA/FMLA absence and the employee has exhausted all accrued sick leave.

ARTICLE 14 - SICK LEAVE

Section 1. The City provides eligible employees with sick leave in accordance with the Oregon Paid Sick Time Law, BOLI administrative regulations, and the City policy. Full-time employees accrue ninety six (96) hours of sick leave per year.

Section 2. Upon employee separation of employment from the City, the City or its designee will report to PERS any remaining sick leave hours, minus the sick leave hours cashed out pursuant to Article 14, Section 3 of this Agreement. PERS will determine eligibility (OPSRP members are not eligible) in the Unused Sick Leave Program and will calculate accordingly towards the employee's retirement benefits.

Section 3. Upon retirement under the City's retirement plan, an employee shall be compensated for fifty percent (50%) of his/her accumulated but unused sick leave. The number of hours of sick leave for which compensation is provided under this Section 3 of Article 14 of this Agreement shall not exceed five hundred (500).

Section 4. An employee off work due to an on-the-job injury shall be allowed to use accumulated sick leave to supplement the difference between his/her net pay and workers' compensation payments for forty-five (45) days from the date of the injury. The City will supplement the difference thereafter for a period of up to forty-five (45) calendar days. The City's supplement may be extended at the discretion of the City Council.

ARTICLE 15 – FAMILY MEDICAL LEAVE

Section 1. The City will allow employees to take parental or family and medical leave in accordance with State and Federal law and City policy. An employee on family medical leave must use all accrued paid leave in excess of sixty (60) hours prior to taking unpaid leave. An employee on family medical leave who has used all accrued paid leave in excess of sixty (60) hours has the option of using accrued paid leave or taking unpaid leave.

Section 2. Unless otherwise required by law, and subject to Section 1 of Article 15 above, the order of leave an employee must use for qualifying OFLA/FMLA absences is (1) accrued sick leave until exhausted; (2) accrued vacation leave, compensatory time and/or personal holiday time until exhausted; and (3) unpaid leave.

ARTICLE 16 - FUNERAL LEAVE

Section 1. In the event of a death in the employee's immediate family, said employee shall be entitled to a leave of absence with pay up to three (3) working days to make arrangements for and/or attend the funeral. Additional time may be granted by the City Administrator. The Employee's immediate family shall include; spouse, ex-spouse, domestic partner, children, step-children, parents, brothers, step-brothers, sisters, step-sisters, grandparents, mothers-in-law, fathers-in-law, brothers-in-law and sisters-in-law, aunts and uncles.

ARTICLE 17 - JURY DUTY

Section 1. Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, provided, that the employee endorses all checks received from the court for those services over to the City. If an employee serving jury duty is excused, dismissed or not selected, then the employee shall report for his or her regular work assignment as soon as possible.

ARTICLE 18 - EDUCATIONAL LEAVE

Section 1. Educational leave will be at the discretion of the City Administrator.

ARTICLE 19 - LEAVE OF ABSENCE

Section 1. All regular employees may be granted a leave of absence without pay for a period of time, up to twelve (12) months, if in the judgment of the City Administrator; such leave would not seriously handicap the employee's department. All requests for such leave must be submitted to the City Administrator in written form as soon as possible prior to the time of the requested leave and must include a complete justification for the leave, except in the case of an off-the-job accident, in which case the leave may start immediately.

While on such leave, the employee shall not be entitled to accrual of any benefits such as vacation, sick leave, retirement contributions, etc., but shall not lose seniority accrued previous to beginning the leave. Employees on such leave shall be eligible for health and welfare insurance coverage at the employee's own expense for the maximum period of time allowed by the insurance carrier.

The City will pay the Health & Welfare insurance premium for employees on approved leave of absence due to the serious illness of the employee or a family member in accordance with Federal and State law.

ARTICLE 20 - HEALTH & WELFARE/DENTAL/PRESCRIPTION DRUGS

Section 1. The City will provide group medical/drug, vision, and dental/orthodontics insurance coverage for full time employees and their dependents.

- (A) Effective August 1, 2019 through December 31, 2019, the City will pay the status quo eighty-nine percent (89%) of the premium costs of the PacificSource Group plan [Option 1] in place for each tier of coverage. The group health plan includes medical/drug, vision and dental/orthodontia coverage. Employees electing alternative plan options made available by the City may apply these contribution amounts towards such coverage and are responsible for any remaining premium costs. Any premium costs not covered by the City shall be paid by the enrolled employee through automatic payroll deduction.
- (B) Effective January 1, 2020, employees will change from the current PacificSource plans to the City's CIS plan.
- (C) Effective January 1, 2020, the City will pay ninety-seven percent (97%) of the premium costs of the CIS group plan in place for each tier of coverage. Effective January 1, 2021, the City will pay ninety-five percent (95%) of the premium costs of the CIS group plan in place for each tier of coverage. Effective January 1, 2022, the City will pay ninety percent (90%) of the premium costs of the CIS group plan in each tier of coverage. Any premium costs not covered by the City during the life of this agreement shall be paid by the enrolled employee through automatic payroll deduction.

The group insurance coverage provided above will be subject to annual review and recommendations by an insurance Benefits Advisory Committee consisting of an equal number of represented Canby Police Association members, AFSCME members, and management committee members.

Section 2. During the term of this Agreement, the City will provide one and one-half (1 1/2) times an employee's annual salary as life insurance and death benefits for all bargaining unit members.

Section 3. The City shall provide a program of long term disability insurance for all employees.

Section 4. Effective January 1, 2021, In the event that the City's premium contribution increases by more than six percent (6%) from the previous year, any increase over six percent (6%) will be shared fifty percent (50%) by the employee and fifty percent (50%) by the City.

In the event that the City's premium contribution increases by more than ten percent (10%) in any given year, the parties agree to reopen this Article 20 and Article 10 (Wages) of this Agreement. The City and its agent will make good faith efforts in negotiating premium rates after initial quotes are offered.

ARTICLE 21 - RETIREMENT

Section 1. The City agrees to continue its participation in the Oregon State Public Employees Retirement System, and the Oregon Public Service Retirement Plan, and, further, the City agrees to pay the six percent (6%) employee contribution.

ARTICLE 22 - SAFETY COMMITTEE

Section 1. The City shall have a Safety Committee and will hold periodic safety meetings with the employees.

One employee selected by the Association shall be on the safety committee without loss of pay for participating in official safety committee business. This voluntary representation during off-duty hours shall not be considered hours worked for compensation purposes.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties with regard to the application, meaning or interpretation of this Agreement shall be settled in the following manner:

- (A) The employee, with or without his Association representative, shall present the matter in writing to the Chief within fourteen (14) calendar days, from the date the grieving party first became aware of the problem giving rise to the grievance. Within seven (7) calendar days after receipt of the report, the Chief shall attempt to resolve the matter and submit his or her answer in writing to the employee and association representative;
- (B) If the grievance still remains unsettled, the Association may within fourteen (14) calendar days after the reply of the Chief is received or the date that such reply is due, submit the grievance in writing to the City Administrator. The City Administrator shall respond in writing to the employee and Association representative within seven (7) calendar days; and
- (C) If the grievance still remains unresolved, the Association may submit the matter to binding arbitration within fourteen (14) calendar days of the date reply is received from the City Administrator or the date that such reply is due.

Section 2. This arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Association within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of seven (7) Oregon or Washington arbitrators. Both the City and the Association shall have the right to strike three (3) names from the panel. A coin toss shall determine the first strike. Following the first (1st) strike the other party shall then strike one (1) name. The process will be repeated twice and the remaining person shall be the arbitrator.

The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing or as agreed by the parties. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated and to resolve the grievance within the terms of this Agreement.

The decision of the arbitrator shall be binding both parties. The costs of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall be responsible for the cost of presenting its own case to arbitration. Any or all time limits specified in the grievance procedures may be waived by mutual consent of the parties.

ARTICLE 24 - STRIKE/LOCKOUT

Section 1. The Association agrees that during the term of this Agreement, its membership will not engage in any strike, work stoppage, slowdown, or interruption of City services as per Oregon Law and the City agrees not to engage in any lockout.

ARTICLE 25 - PERSONNEL RECORDS

Section 1. No material in any form which can be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file, unless such employee has first been allowed to read such material. Any employee may, upon request, have access to his or her personnel file. Any employee may also have the right of reproduction of his or her personnel file in full or in part at no charge if the materials are needed to aid in the defense against a disciplinary action. No portion of any employee's file shall be transmitted without the explicit consent and request of the employee other than those transmissions authorized by the City, by order of a court of competent jurisdiction, or as required by law.

Section 2. The City shall maintain only one personnel file. An employee's supervisor may keep a "working file" for purposes of personnel evaluations.

Section 3. Records of discipline that involve measures up to and including written reprimands shall, upon request of the employee, be removed from the employee's personnel files after three (3) years and given to the employee. Records of suspensions shall be removed from the employee's personnel files after seven (7) years, upon request of the employee, and given to the employee. If a subsequent disciplinary action(s) is imposed prior to removal of a record of discipline or suspension under this section, the time for removal shall be computed from the subsequent disciplinary action.

ARTICLE 26 - ASSOCIATION BUSINESS

Section 1. The City shall provide a bulletin board for the Association to post bulletins and other material pertaining to its members.

Section 2. Members of the Association, who are officially designated as representatives of the Association, shall be permitted to attend negotiating meetings and/or contract administration sessions, as the need may arise. These employee representatives shall not forfeit pay if such meetings are held during their working hours, provided they are for legitimate reasons. An employee abusing this privilege to handle Association business on City time could result in the employee forfeiting all or part of his or her pay for such time. At no time shall the City be obligated to pay more than two (2) representatives of the Association at any one time for such Association business.

Section 3. The City agrees to deduct monthly membership dues from the pay of employees covered by this Agreement upon the submission of a signed request by the employee on a form provided by the City for that purpose. The City will not be held liable for deduction errors but will make proper adjustments with the Association for errors as soon as is practicable. Membership or non-membership in the Association, as well as the decision of whether to make payments or not to make payments to the Association, shall be the individual choice of employees covered by this Agreement.

ARTICLE 27 – LIGHT DUTY ASSIGNMENT

Section 1. An employee injured on the job may be required to perform light duty assignments. An employee injured off of the job may request light duty assignments. In each case the City may require an independent medical examination to determine whether the employee is fit for light duty assignments, and, if so, the types or nature of activity that the employee may or may not perform. If the examination is not covered by the employee's health insurance coverage, it shall be paid for by the City. The City will provide the employee with

a form of physician's release to be completed by the examining doctor.

An employee assigned to light duty will be assigned to an administrative schedule that is typically Monday through Friday from 0800 to 1600, although the schedule may be adjusted based on the operational needs of the City. A light duty assignment is a temporary accommodation.

ARTICLE 28 - TRAUMATIC INCIDENTS

Section 1. An employee directly involved in a traumatic incident while in the performance of his or her duty shall have the opportunity to undergo a traumatic incident debriefing with a medical doctor or psychologist jointly designated by the Association and the City. The City may require an employee involved in a traumatic incident to undergo such debriefing. The debriefing shall be for the purpose of allowing the employee to deal with the moral/ethical and/or psychological effects of the incident. The debriefing shall be confidential and shall not be divulged to the Department for any reason, except as provided below. If the debriefing is not covered by the employee's health insurance coverage, it shall be paid for by the City.

An employee may be placed on administrative leave with pay if warranted. The decision to place the employee on administrative leave and the length of the leave shall be made by the City after consultation with the person conducting the debriefing, whose recommendation shall be limited to the need for and length of the recommended leave.

ARTICLE 29 - INDEMNIFICATION AGAINST LIABILITY

Section 1. The City shall defend, save harmless, and indemnify any employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in case of malfeasance or willful or wanton neglect of duty.

ARTICLE 30 - OTHER EMPLOYMENT

Section 1. No employee may engage in employment with another employer while in the employ of the City, unless the employee has first received written approval from his or her department head and the City Administrator.

ARTICLE 31 - PROTECTIVE CLOTHING/UNIFORMS

Section 1. The City shall provide employees with protective clothing and uniforms when they are required as a condition of employment. Such items shall be considered as the property of the City and shall be returned to the City upon termination of employment, prior to the employee's final payment of wages. The care and cleaning of such clothing shall be the responsibility of the employee. The City shall pay all bargaining unit employees a cleaning allowance of fifty dollars (\$50.00) per month.

Section 2. The City shall provide a plain clothes clothing allowance of fifty dollars (\$50.00) per month to employees assigned to detective duties.

Section 3. The City will reimburse employees for the damage, destruction, theft or loss of personal property used in the performance of the employee's duties in accordance with this Section. Employees must request reimbursement in writing within seven (7) calendar days of the damage, destruction, theft or loss. Employees must prove the loss occurred and present proof of replacement cost or repair cost, whichever is less. The City

will reimburse all personal property lost that is valued at one hundred dollars (\$100.00) or less provided the clearance and reporting requirements are met. Personal property items valued over one hundred dollars (\$100) will be reimbursed only if employees have the item pre-approved in writing for on-duty use by the Chief or designee prior to any request for reimbursement. In all cases, such reimbursement will not be required where the property was adversely affected due to an intentional act by the employee or as a result of the employee's gross negligence.

Section 4. The City will reimburse employees annually in the amount of two hundred and fifty dollars (\$250.00) for the purchase of footwear to be used in carrying out their police responsibilities on behalf of the City.

ARTICLE 32 - PHYSICAL FITNESS INCENTIVE

Section 1. Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive has been established

Once per fiscal year, employees will be provided the opportunity to participate in the DPSST certified ORPAT course as a component of the department's mandatory scheduled training. Scheduling of this testing shall be determined by the Chief of Police. Participation in the timed ORPAT test for the physical fitness incentive is voluntary. Any voluntary participation in the ORPAT testing during the initial scheduled training will be done "on duty time".

Employees who are unable to participate in the scheduled ORPAT test due to a reasonable conflict must submit a written request to the Chief of Police prior to the training date requesting authorization for an excused absence. The Chief of Police will schedule a second test date within sixty (60) calendar days for authorized employees to participate in the ORPAT course on their own personal time. The date and location of the second scheduled ORPAT test will be at the discretion of the Chief of Police.

For purposes of this Agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City of Canby as passing, will be the standard used by DPSST and in effect at the time of the testing.

Those employees, who successfully complete the ORPAT course in a time that is considered passing, will receive an incentive bonus of two hundred fifty dollars (\$250.00). The incentive will be paid in one (1) lump sum through payroll and the parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction. Employees must be off probation to be eligible for the incentive.

Employees who do not successfully complete the ORPAT course will not be eligible for the incentive.

Employees, who voluntarily seek this incentive, but do not meet the minimum ORPAT passing standard as defined in this Agreement, and will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City of Canby, or its supervisors, due to not passing the ORPAT standard as defined in this agreement. Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate, will not receive discipline, or be negatively treated by the City of Canby, or its supervisors, for this choice.

ARTICLE 33 - SAVINGS CLAUSE

Section 1. Should any provision of this Agreement be found to be in conflict with any federal or state law, or final decision of any court of competent jurisdiction, or ruling or decision of any administrative agency, said provision shall be modified to comply with said law or decision and all other provisions of this Agreement shall remain in full force and effect.

ARTICLE 34 - DURATION OF AGREEMENT

Section 1. This Agreement shall become effective upon signing, with wages, insurance, and all economic benefits retroactive to July 14, 2019. This Agreement shall remain in full force and effect through June 30, 2022.

This Agreement shall remain in full force and effect from year to year thereafter, unless either the City or the Association or both shall serve notice in writing on the other party at least sixty (60) calendar days prior to the expiration of this Agreement or any subsequent anniversary date of this Agreement, requesting that this Agreement be opened for changes and/or termination. In that case, this Agreement shall remain in full force and effect until a new agreement is signed by both parties.

FOR: CITY OF CANBY

FOR: CANBY POLICE ASSOCIATION

By: _____
Mayor

By: _____
President

By: _____
City Administrator

By: _____
Secretary

Date: _____

Date: _____

Salary Schedule A

**Canby Police Association
Salary Schedule A
Effective July 14, 2019**

			5% steps			3.5% step
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Patrol	5582	5861	6154	6462	6785	7022
Sergeant	*	*	7455	7828	8219	8507

The base rate per pay period shall be the monthly rate multiplied by twelve (12) months and divided by the total number of pay periods.

*Sergeant pay starts at Step 3.

ORDINANCE NO. 1515

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE 2019 WASTEWATER TREATMENT PLANT PRIMARY CLARIFIER IMPROVEMENTS

WHEREAS, CURRAN-McLEOD, INC. is the City's Engineer of Record; and

WHEREAS, the CITY OF CANBY intends to construct the Wastewater treatment Plant Primary Clarifier Improvements as soon as practicable; and

WHEREAS, CURRAN-McLEOD, INC. can provide timely design phase engineering and construction phase engineering for the Wastewater treatment Plant Primary Clarifier Improvements project.

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

Section 1. The Mayor is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate Agreement with CURRAN-MCLEOD, INC for engineering services in an amount not to exceed \$130,000.00. A copy of an Agreement with CURRAN-McLEOD, INC., including Attachment A and Attachment B, is attached hereto and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, August 7, 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, August 21, 2019, commencing at the hour of 7:00 PM in the Council Meeting Chambers located at 222 NW 2nd Avenue, 1st Floor, Canby, Oregon.

Rick Robinson
City Recorder

2nd Reading

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of August 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Rick Robinson
City Recorder

**CITY OF CANBY
2019 WWTP PRIMARY CLARIFIER IMPROVEMENTS
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this _____ day of _____, 2019, by and between the **CITY OF CANBY**, Oregon, hereafter referred to as the OWNER, and **CURRAN-McLEOD, INC. Consulting Engineers**, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to construct Primary Clarifier No. 2 and required support facilities at the Wastewater Treatment Plant, and for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said improvements.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services to accomplish the work identified above and as more specifically defined in the July 11, 2019 correspondence attached as Exhibit A:

1. The ENGINEER will attend conferences with the OWNER, representatives of the State, or other interested parties as may be required for completion of the work previously described.
2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents, and prepare a final cost estimate based on the final design. It is also understood that if additional subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.

Statements of probable construction costs and detailed cost estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ENGINEER nor the OWNER has any control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly the ENGINEER cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the ENGINEER.

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include the State of Oregon Prevailing Wage Rates or the Federal Davis Bacon Prevailing Wage Rates as applicable, and OWNER, funding agency, and state requirements as appropriate.
4. Prior to the advertisement for bids, the ENGINEER will provide for each Construction Contract, not to exceed 10 copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits and review fees as provided in Section F-2 of this Agreement.
5. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof, unless this task is identified and included in the proposed scope of work herein.
6. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER three sets of the Drawings, Specifications and Contract Documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
7. The ENGINEER will require prospective contractors to file an approved Pre-qualification Form with the Oregon Department of Transportation and will require a Bid Bond not to exceed 10% in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.

10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted industry standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept.
12. The ENGINEER will establish baselines and grades for locating the work together with a suitable number of bench marks adjacent to the work as shown in the Contract Documents.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.
14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with one set of record drawings on electronic media and three sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.
19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.

20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of the Certificate of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of initiation of the 12 month warranty period.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule:

Design Engineering:

- Eighty Six Thousand and No/100 Dollars (\$86,000)

Construction Engineering:

- Forty Four Thousand and No/100 Dollars (\$44,000)

2. The compensation for the above Engineering Services shall be as follows:
 - a. Design Services shall include items A-1 through A-5.
 - b. Billings shall be submitted monthly by the ENGINEER for Design Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on percent of completion for pre-design and Design services. The ENGINEER will provide a status report with the billing as requested.
 - c. Construction Engineering Services and Construction Inspection shall include items A-6 through A-20 and shall be billed by the ENGINEER on an hourly basis. The total shall not exceed the budget figures under Article B.1 above without the express written authorization of the OWNER.
 - d. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced Exhibit B.
 - e. In the event of multiple construction contracts, the ENGINEER may negotiate revised figures under Article B.1.
3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

SECTION C - RESIDENT CONSTRUCTION INSPECTION

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Exhibit B. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER.

1. Financial feasibility or other special studies.
2. Record boundary surveys or other similar surveys, excepting surveys required to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-12.
10. Preparing documents for alternate bids requested by the OWNER.

11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering and inspection services after the construction contract time has been exceeded.

Unless identified as included in the proposed scope of work herein, payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

SECTION E - OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act in his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.
4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project and such auditing services as he may require to ascertain how or for what purposes the CONTRACTOR has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt oral notice with written confirmation thereof to the ENGINEER.
6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, technical review fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER a copy of survey notes establishing bench marks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a Twenty-Four (24) month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
8. Termination
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten

- (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
 - c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
 - d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER reproducible data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement whether completed or in process.
 - e. Upon termination under paragraphs a. or b. above, the OWNER may take over the work and may award another party a contract to complete the work under this Agreement.
 - f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph c. of this clause.
9. The ENGINEER agrees to hold harmless and indemnify the OWNER against all claims, damages, losses and costs, including costs of defense, arising out of the negligent performances of engineering services under this Agreement. OWNER may make claim under applicable law against ENGINEER or ENGINEER'S insurance carriers for any loss, damage or cost arising out of ENGINEER'S negligent performance of services under this Agreement.

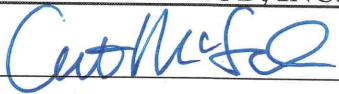
10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the nominal amount of \$2,000,000 per occurrence and \$2,000,000 aggregate.
11. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees or agents.
12. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. INDEPENDENT CONTRACTOR. It is agreed that ENGINEER is providing the services hereunder as an independent contractor and not as an employee of OWNER.

OWNER shall have no right to control the manner of the performance of the services, but may place restrictions on ENGINEER relating to use of OWNERS premises. As an independent contractor, ENGINEER shall not be eligible to receive benefits otherwise provided to employees of the OWNER.

15. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement
16. No member or delegate to the Congress of the United States and no Resident Commissioner or City Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

17. This CONTRACT shall be construed according to the laws of the State of Oregon. Any litigation between the OWNER and the ENGINEER or out of work performed under this CONTRACT shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
18. This Agreement, including Exhibits A and B, represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: <u>CITY OF CANBY</u>	ENGINEER: <u>CURRAN-McLEOD, INC.</u>
SIGNATURE: _____	SIGNATURE: <u></u>
NAME: _____	NAME: <u>CURT McLEOD</u>
TITLE: _____	TITLE: <u>PRINCIPAL</u>
DATE: _____	DATE: <u>7.11.19</u>

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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

July 11, 2019

Mr. Dave Conner
City of Canby
222 NE 2nd Avenue
Canby, OR 97013

**RE: CANBY WASTEWATER TREATMENT FACILITY
2019 PRIMARY CLARIFIER IMPROVEMENTS**

Dear Dave:

In accordance with the master planning prepared for the Canby Wastewater Treatment Facility, this year the City anticipates installing a second primary clarifier and associated support improvements. This is the last major unit process that is operating without any redundancy in the event of a mechanical or electrical failure.

The Master Plans prepared in the early 1990's indicated that this second primary clarifier should be constructed when the service population reached 15,000. This occurred several years ago. The System Development Charge methodology has always included this second primary clarifier as an eligible public improvement.

The Fiscal Year 2019 capital improvement project is anticipated to include four components:

1. Construction of a new Primary Clarifier No. 2;
2. Mechanism replacement and refurbishing existing Primary Clarifier No. 1;
3. Expansion of the existing Activated Sludge pump station to install a new compressor; and
4. Construction of a primary scum drying bed.

In the original planning documents in 1992, an area was allocated on the site plan for the proposed primary clarifier. All improvements in the area of this future clarifier have incorporated provisions with piping stub-outs and space allocation to easily add this proposed clarifier. This structure would be identical to the existing clarifier and located in the lawn area south of the existing unit. The existing primary headworks has provisions to balance the flow to each clarifier, and collect the effluent from each clarifier prior to entering the aeration basins.

The scope of work includes construction of a new pier-supported clarifier with sludge rake arm design. The sludge removal piping will connect to the existing piping in the sludge pumping vault and use the existing air-operated diaphragm pumps for disposal. Electrical supplies at this location will be adequate.

Mr. Dave Conner

July 11, 2019

Page 2

The existing primary sludge pumps at the primary vault, and the waste activated sludge pumps located at the secondary sludge pump station, are both dependent on a single source of high pressure air, provided by a compressor located in the primary sludge pumping vault. A second compressor is required to provide redundancy in the event of a mechanical failure of the existing air supply. Or alternatively, we will also be exploring revising the WAS pumping equipment to eliminate the need for air.

There is not sufficient space in the existing primary vault to add a second compressor, and it would also not be advisable to depend on the piping connecting the two stations. If a second compressor is used, the Secondary Sludge Pumping Building would be expanded to provide an isolated room for a compressor dedicated to the waste activated sludge pumps. Each compressor will also be able to provide redundancy for the other.

Disposal of the primary scum is proposed to be dewatered at a new drying bed, similar to the drying beds used by public works at the public works shops. The design of the new beds will incorporate a pea gravel media with access for easy sludge removal and off-site disposal. This facility will be located adjacent to the two primary clarifiers on the west edge of the property.

A detailed project cost estimate is attached to this review letter, totaling \$1.365 million, and a Capital Improvement Initiation Form has been previously completed. The project is budgeted from the Capital Reserve Fund for Fiscal Year 2020. The new primary clarifier, new mechanism in the existing clarifier, and the supporting improvements will better ensure permit compliance and minimize organic loading to the existing aeration basins. Design work is estimated to take five months and the project could be advertised for bids in late 2019 or early 2020.

Let me know if you have questions or would like more detail on any component of this work.

Very truly yours,

CURRAN-McLEOD, INC.



Curt J. McLeod, P.E.

Enclosure: Project Cost Estimate

City of Canby WWTP Improvements Cost Estimate
Primary Clarifier No. 2 and Support Improvements
January , 2019

New Primary Clarifier:

	Quantity	Units	Cost	Extension	Total
Civil Work					
Excavation	2200	cu yd	\$20	\$44,000	
Crushed rock	200	cu yd	\$20	\$4,000	
Sidewalk	800	Sq Ft	\$10	\$8,000	
Access Road	1	LS	\$15,000	\$15,000	
Subtotal					\$71,000
Site Piping					
Clarifier inlet piping	1	LS	\$15,000	\$15,000	
Clarifier outlet piping	1	LS	\$15,000	\$15,000	
Sludge piping	1	LS	\$15,000	\$15,000	
Process water Piping	1	LS	\$5,000	\$5,000	
Subtotal					\$50,000
Mechanical					
Clarifier Mechanism No. 2 & Launder	1	LS	\$175,000	\$175,000	
Sludge pump No. 2 (in existing vault)	1	LS	\$15,000	\$15,000	
Sludge pump valving	1	LS	\$5,000	\$5,000	
Mechanical Piping installation	1	LS	\$5,000	\$5,000	
Misc Mechanical	1	LS	\$5,000	\$5,000	
Coatings	1	LS	\$5,000	\$5,000	
Subtotal					\$210,000
Structural					
Handrails	220	LF	\$30	\$6,600	
Concrete	200	Cu Yd	\$1,200	\$240,000	
Misc Metals	1	LS	\$10,000	\$10,000	
Subtotal					\$256,600
Electrical/SCADA					
Demolition (sludge pump station MCC)	1	EA	\$5,000	\$5,000	
New MCC (replace existing)	1	LS	\$30,000	\$30,000	
Interior Light fixtures	4	Ea	\$600	\$2,400	
Conduit/Wiring/Grounding System	1	LS	\$50,000	\$50,000	
SCADA system/Software/Programming	1	LS	\$15,000	\$15,000	
Subtotal					\$102,400

Primary Clarifier No. 1 Mechanism Replacement			\$170,000	\$170,000
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RAS Pump Station Improvements:

Building Expansion	200 Sq Ft	\$100	\$20,000	
Air Compressor	1 LS	\$15,000	\$15,000	
Building electrical (lighting/recept)	1 LS	\$4,000	\$4,000	
HVAC modifications	1 LS	\$1,000	\$1,000	
New Power Distribution (from office)	1 LS	\$20,000	\$20,000	
Revise Bldg Power Dist to Existing Panels	1 LS	\$8,000	\$8,000	
New Power Distribution panel	1 LS	\$8,000	\$8,000	
Mechanical Piping (air)	1 LS	\$2,500	\$2,500	
Office MCC modifications	1 LS	\$2,500	\$2,500	
SCADA system/Software/Programming	1 LS	\$2,500	\$2,500	

Subtotal				\$83,500
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Total, RAS Pump Station Improvements

<u>Total, Waste Scum Drying Bed</u>	1 LS	\$80,000	\$80,000	\$80,000
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Mobilization (5%)				\$50,500
Construction Costs				\$1,074,000
Engineering (12%)				\$130,000
Legal and contingency (15%)				\$161,000

TOTAL PROJECT COST				\$1,365,000
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STANDARD HOURLY RATES

Effective January 1, 2019

Senior Principal Engineer	\$ 138.00
Principal Engineer	128.00
Project Engineer/Manager	125.00
Design Engineer/Manager	90.00
Design Technician/Inspector	90.00
Graphics Technician	75.00
Word Processing	65.00
Sub-Consultants	At Cost

REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expense, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.

ORDINANCE NO. 1516

AN ORDINANCE, PROCLAIMING ANNEXATION INTO THE CITY OF CANBY, OREGON ALL REMAINING PORTIONS OF SE TOWNSHIP ROAD PUBLIC RIGHT-OF-WAY (ROW), ROUGHLY 2.4 ACRES, LOCATED BETWEEN THE WESTERN BOUNDARY OF THE MOLALLA FOREST ROAD AND THE WESTERN BOUNDARY OF MULINO ROAD, INCLUDING THE PORTION OF ROW THAT CROSSES UNION PACIFIC RAILROAD CROSSING DOT 760205P, MP 748.30.

WHEREAS, on August 7, 2019, at a public hearing the City Council of the City of Canby approved by a vote of 6 to 0, Annexation (ANN 18-06) which called for the annexation of 2.4 acres of remaining public right-of-way into the City of Canby. The applicant is the City of Canby. A complete legal description and survey map of the right-of-way known as SE Township Road delineates the property to be annexed and is attached hereto as Exhibit A & B respectively and by this reference are incorporated herein; and

WHEREAS, Pursuant to CMC 16.84.080, the City must proclaim by ordinance or resolution, the annexation of said property into the City and set the boundaries of the property by legal description; and

WHEREAS, an application was filed by the City as the applicant listed above to annex the road right-of-way identified and bring said right-of-way into the City's jurisdiction as previously negotiated with Clackamas County and included in an Inter-Governmental Agreement (IGA) adopted by the Canby City Council on December 5, 2018 as Resolution No. 1306; and

WHEREAS, a public hearing was conducted by the Canby Planning Commission on July 8, 2019 after public notices were mailed, posted and published in the Canby Herald, as required by law; and

WHEREAS, the Canby Planning Commission heard and considered testimony regarding the annexation for annexations by Figure 16.84.040 of Chapter 16.84 of the Land Development and Planning Ordinance at the public hearing and at the conclusion of the public hearing; the Planning Commission voted to recommend that the City Council approve the application; and

WHEREAS, the Canby City Council considered the matter and the recommendation of the Planning Commission following a public hearing held at its regular meeting on August 7, 2019; and

WHEREAS, the Canby City Council, after considering the applicant's submittal, the staff report, the Planning Commission's hearing record and their recommendation documented in their written Findings, Conclusions and Order, and after conducting its own public hearing; voted to approve the annexation; and

WHEREAS, the written Findings, Conclusions and Order of the Council action is to be approved by the City Council at the next regular Council meeting on August 21, 2019; and

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

Section 1. It is hereby proclaimed by the City Council of Canby that 2.4 acres of right-of-way described, set, and shown in Exhibit A & B and attached hereto, is annexed into the corporate limits of the City of Canby, Oregon.

SUBMITTED to the Council and read the first time at a regular meeting thereof on August 7, 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 August 21, 2019, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Rick Robinson,
City Recorder Pro-Tem

PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on August 21, 2019 by the following vote:

YEAS _____ NAYS _____

Brian Hodson
Mayor

ATTEST:

Rick Robinson,
City Recorder Pro-Tem

City of Canby
SE Township Road Right-of-Way Annexation Legal Description
 December 2018

This description is for the annexation of SE Township Road Right-of-Way from the Western boundary of the Oregon Pacific Railroad to the western Right-of-Way line of Mulino Road, as described following and shown on the attached sketch labeled Exhibit A: B

Beginning at the Northeast corner of Section 3, Township 4 South, Range 1 East, of the Willamette Meridian, said point being on the centerline of SE Township Road and centerline of S Mulino Road; thence Westerly along the North line of said Section 3, a distance of 30 feet to the True Point of Beginning; thence continuing Westerly along the North line of said Section 3, which is also the centerline of SE Township Road, a distance of 1,290 feet more or less to the one-sixteenth corner; thence Southerly at right angles to the North line of said Section 3, a distance of 20 feet along the West line of the East one-half of the Northeast one quarter of said Section 3, to the Northeast corner of that tract of land conveyed to American Steel, L.L.C. in Fee Number 2007-083231 Clackamas County Deed Records; thence Westerly along a line measured 20 feet South of and parallel the North line of said Section 3, said line also being the North boundary of said American Steel, L.L.C. tract, a distance of 471.94 feet more or less to the Northwest corner of said American Steel L.L.C. tract; thence South, at right angles to the North line of said Section 3, a distance of 17 feet along the West line of said American Steel L.L.C. tract to a point; thence Westerly, along a line parallel and 37 feet south of the North line of said Section 3, a distance of 682.64 feet more or less to a point on the Southwestern Right-of-Way line of the Oregon Pacific Railroad; thence Northwesterly along said Southwestern Railroad Right-of-Way line a distance of 87.22 feet more or less to a point being 30 feet measured perpendicular and North of the North line of said Section 3; thence Easterly, along a line parallel and 30 feet North of the North line of said Section 3, a distance of 104 feet more or less to a point on the Northeastern right-of-way line of said Oregon Pacific Railroad; thence Southeasterly along said Northeastern Railroad Right-of-way line a distance of 12.95 feet more or less to a point on the North Right-of-Way line of SE Township Road, said point being 20 feet measured perpendicular to the North line of said Section 3; thence Easterly along a line parallel and 20 feet North of the North line of said Section 3, a distance of 2,382 feet more or less to the Western Right-of-Way line of Mulino Road; Thence Southerly along the alignment of said Western Right-of-Way line of S Mulino Road, a distance of 20 feet to the True Point of Beginning.

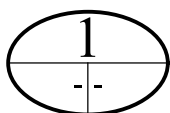
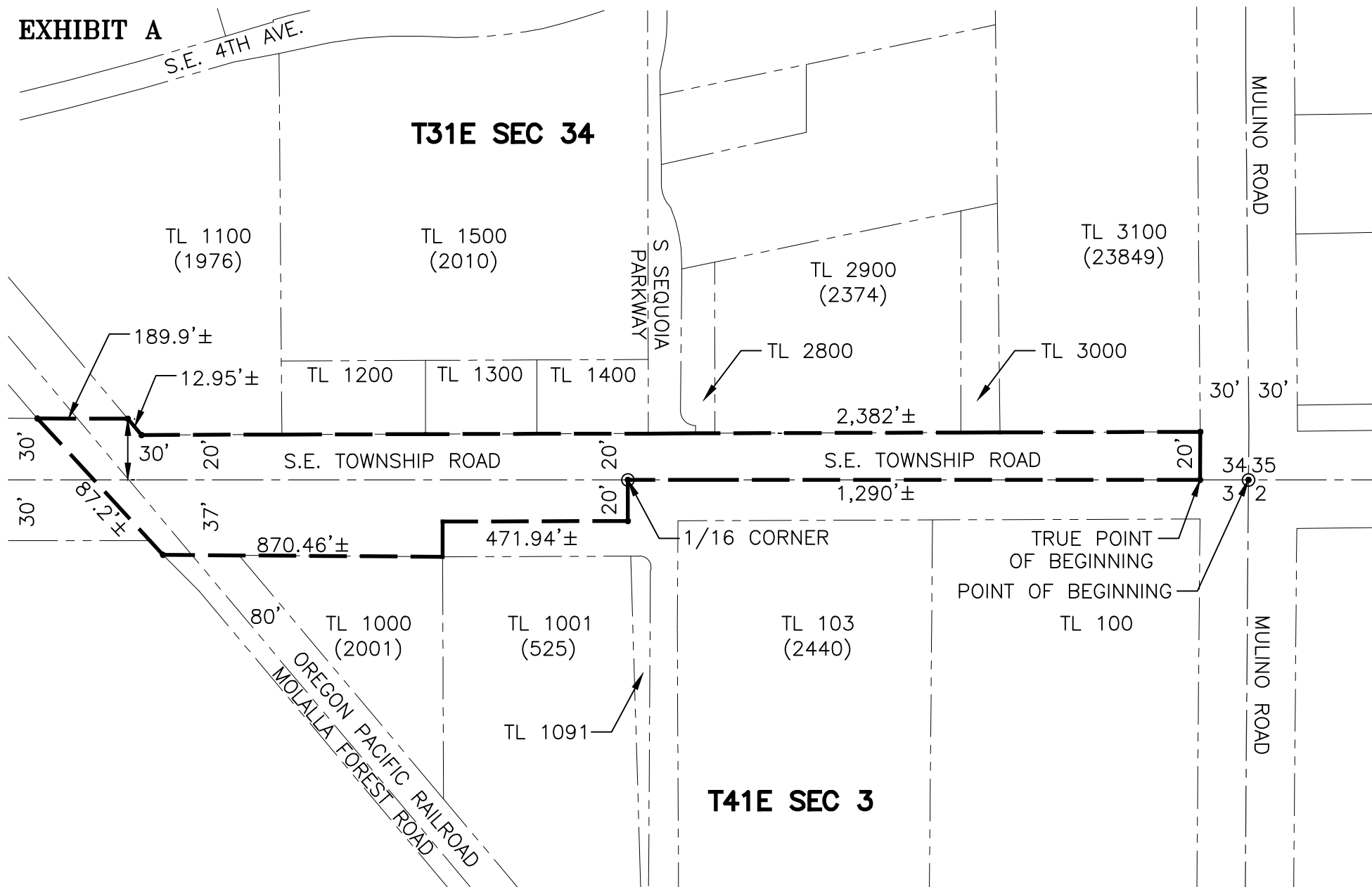


EXP 12/2018

EXHIBIT A

T31E SEC 34

T41E SEC 3



S.E TOWNSHIP ROAD ANNEXATION
CANBY, OREGON

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

ORDINANCE NO. 1517

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH OWEN EQUIPMENT FOR THE PURCHASE OF ONE 2019 ELGIN CROSSWIND 1 STREET SWEEPER FOR THE CANBY PUBLIC WORKS DEPARTMENT.

WHEREAS, a street sweeper is an essential tool for the City of Canby's Public Works Department in order to provide street maintenance services for its citizens; and

WHEREAS, The City of Canby wishes to trade in one 1996 Elgin Pelican Street Sweeper and purchase one 2019 Elgin Crosswind 1 Street Sweeper for the Canby Public Works Department; and

WHEREAS, the cost of the street sweeper has been included in the Adopted Budget for Fiscal Year 2019-2020; and

WHEREAS, The Canby Public Works Department, in consultation with the Canby Fleet Services Department, selected a base sweeper along with options needed to provide the City of Canby with an efficient sweeping unit; and

WHEREAS, the City Council, meeting and acting as the Contract Review Board for the City of Canby, has reviewed the Owen Equipment Proposal Summary provided in the staff report and believes it to be in the best interest of the city to purchase this vehicle from Owen Equipment; now therefore

THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City of Canby to enter into a contract with Owen Equipment for the purchase of one 2019 Elgin Crosswind 1 Street Sweeper for the quoted amount of \$281,751 with a \$2,500 trade in credit for a total purchase price of \$279,251. A copy of the Proposal Summary from Owen Equipment is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on August 7, 2019; ordered posted as required by the Canby City Charter and scheduled for second reading on August 21st, 2019, after the hour of 7:00 pm at the Council Meeting Chambers located at 222 NE 2nd Avenue, Canby, Oregon.

Rick Robinson
City Recorder Pro-Tem

2nd Reading

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of August, 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Rick Robinson
City Recorder Pro-Tem

Presents a Proposal Summary

of the



Crosswind 1

Crosswind 1 Regenerative Air Street Sweeper with Single Engine

for

City of Canby
Canby, OR

Sourcewell Contract #122017-FSC

PRODUCT DESCRIPTION

- Equipped with Memory Sweep;8.0 cu. Yd. Hopper, right and left side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Alternator, 95 amp
- Backup Alarm, electric
- Blower, 20,000 CFM rating with Linatex lined housing
- Brooms, hydraulic rotation
- Brooms, Dual with side broom lights for night operation
- Broom Measurement Ruler
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions, including memory sweep with full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper pressure controls and manual reset circuit breakers
- Doors, access fiberglass doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle sweep resume/sweep transport/reverse pick-up
- Hopper rear door hydraulically opened/closed and locked/unlocked with external controls.
- Hose, hydrant fill, 16' 8" with coupling
- In-Cab Hopper Dump
- LED Clearance Lights
- Lights, rear clearance and rear identification
- Manuals, operator and parts
- Mirrors, West Coast type with 8" convex inserts, one each side
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 12-3/4" (324mm) inside diameter suction hose with quick disconnect on suction side
- Spray nozzles, sixteen (16), seven (7) in the pick-up head, three (3) in the suction nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Trans Oil Cooler
- Vacuum enhancer, in-cab operated
- Water tank, molded polyethylene, 240 gallons (907L)
- Water pre-filter, hydrant fill hose
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo

ADDITIONAL FEATURES

- 2020 Freightliner M2 106
- AM/FM/CD Radio
- Left Hand Fender Mirror
- Right and Left Hand Heated and Remote-Controlled Mirrors
- 12" Convex Mirrors
- LED Stop/Tail/Turn
- (1) Spare Chassis Key
- PM-10 Complaint
- Memory Sweep
- Side Broom Tilt Option Right Hand

- Side Broom Tilt Option Left Hand
- Lifeliner Hopper System
- Right Hand Inspection Door with Step and Handle
- 6" Hopper Drain
- Front Spray Bar
- Vacuum Enhancer
- Hopper Deluge
- Dual Side Broom Scrubbing Position
- Air Purge for Water System
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- Cab & Rear LED Strobe
- Dual LED Side Broom and Rear LED Flood Lights
- Individual Switches for Dual Side Broom & Rear Flood Lights-LED
- 2.5 Lb. Fire Extinguisher
- Triangle Reflective Flares (3)
- Warranty through 5th Year (Parts/Labor)
- Sweeper Service Manual
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Chassis Operators Manual
- Chassis Parts Manual
- Chassis Service Manual
- Pick Up Head Vibrator
- Pick Up Head Curtain Lifter
- Pick Up Head Nozzles- PM-10
- 4 Camera System, Back Up, Left Hand, Front Bumper and Pick Up Head
- Paint Sweeper Body Blue
- Midwest Autolube for Chassis and Sweeper
- Factory Inspection for 3 People
- Training for 1 Person at Owen Equipment Elgin Training

*******Options Not Included In Price*******

- **Midwest Autolube for Sweeper Only- \$4312.00**

Factory Total:	\$290,743.00
Sourcewell Discount:	-\$8992.00
Total Price:	\$281,751.00
1996 Pelican Trade In:	-\$2500.00
Total Price w/ Trade In:	\$279,251.00

Price valid for 30 Days from date of 6/19/2019

Product Model: CROSSWIND 1
Product Model: CROSSWIND 1
Proposal Date: 6/19/2019
Quote Number: 2019-29659
Price List Date: 1/22/2019
P.O. Number:

Payment Terms:

Proposal Notes:

- Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
- Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
- All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

ELGIN SWEEPER COMPANY warrants each new machine manufactured by it against defects in material and workmanship provided the machine is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of twelve (12) months from the date of delivery to the original user-purchaser.

ELGIN SWEEPER COMPANY will cause to be repaired or replaced, as the Company, may elect, any part or part of such machine which the Company's examination discloses to be defective in material or workmanship.

Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ELGIN SWEEPER COMPANY.

The ELGIN SWEEPER COMPANY warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, trucks, engines, tires or batteries that have a separate warranty by the original manufacturer.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as but not limited to, broom filters, broom wire, shoe runners and rubber deflectors.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ELGIN SWEEPER COMPANY.
5. Repairs, modifications or alterations without the consent of ELGIN SWEEPER COMPANY which, in the Company's sole judgment, have adversely affected the machine's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.

The use in the product of any part other than parts approved by ELGIN SWEEPER COMPANY may invalidate this warranty. ELGIN SWEEPER COMPANY reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty.

Nothing contained in this warranty shall make ELGIN SWEEPER COMPANY liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of ELGIN SWEEPER COMPANY, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller.

ELGIN SWEEPER COMPANY makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine.

No person or affiliated company representative is authorized to give any other warranties or to assume any other liability on behalf of ELGIN SWEEPER COMPANY in connection with the sale, servicing or repair of any machine manufactured by the Company.

ELGIN SWEEPER COMPANY reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ORDINANCE NO. 1518

AN ORDINANCE ESTABLISHING A BUDGET OF \$475,000 FOR THE CONSTRUCTION OF A SPLASH PAD AND RELATED IMPROVEMENTS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH 2KG CONTRACTORS, INC. FOR DESIGN AND CONSTRUCTION OF A SPLASH PAD AND RELATED IMPROVEMENTS, AND AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE CHANGE ORDERS WITHIN THE ESTABLISHED BUDGET, AND TO SIGN THOSE OTHER DOCUMENTS REQUIRED FOR THE COMPLETION OF THE PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, The city of Canby issued a Request for Proposals for design and construction services of a Splash Pad to be located at Maple Street Park; and

WHEREAS, The City received three proposals for the design and construction of a Splash Pad; and

WHEREAS, the three proposals were scored by City Staff and the Parks and Recreation Advisory Board using the scoring matrix provided in the Request for Proposals; and

WHEREAS, the proposal submitted by 2KG Contractors, Inc. was selected as the successful proposal; and

WHEREAS, the proposal submitted by 2KG Contractors, Inc. included three design concepts as required in the Request for Proposals, including the preferred "Grasslands" design concept proposal priced at \$380,635; and

WHEREAS, City staff have identified an opportunity to increase capacity in Maple Street Park and provide additional seating for park users immediately adjacent to the Splash Pad project and the existing playground.

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

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate Agreement with 2KG Contractors, Inc. for design and construction services in the amount of \$380,635. A copy of the Agreement with 2KG Contractors, Inc., including Exhibit A, is attached hereto and by this reference incorporated herein.

Section 2. The City Administrator is hereby authorized to approve change orders within the total established budget of \$475,000, and to sign those other documents required for the completion of the project.

Section 3. Due to the desire to have this project complete and available to the community by Memorial Day, 2020, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on August 7, 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 August 21, 2019, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Rick Robinson
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the August 21, 2019, by the following vote:

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Rick Robinson
City Recorder Pro-Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and 2KG Contractors, Inc.

- 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 \$380,635 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 \$2,000,000 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 \$2,000,000 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 \$2,000,000 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: City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: 2KG Contractors
Mario Lipari,
Owner/Secretary/Treasurer
4917 NE 185th Drive
Portland, OR 97230

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:

By:  sec/tre

Date: 7.25.19

CITY OF CANBY

By:

Date:

Approved as to Form:

City Council Packet Page 58 of 101

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.

Name of Business	Address	Phone	CCB#
WHPacific	9755 SW Barnes Rd, Ste 300, Portland, OR 97225	503-626-0455	

Anderson Poolworks 9500 SW Boeckman Rd, Wilsonville, OR 97070 503-625-5628

The City hereby approves the above listed subcontractors.

City of Canby

Date _____



Proposal for:
Maple Street Park Splash Pad
City of Canby

Located at: 1300 N Maple Street
Canby, OR

Submitted:
June 14, 2019



WHPacific





4917 N.E. 185th Drive • Portland, OR 97230 • (503) 489-2020 • Fax (503) 489-0990 • Oregon CCB # 80251

May 31, 2019

City of Canby
222 NE 2nd Ave
Canby, OR 97013
Attn: City Administrator

Re: RFP – Professional Services for Design and Construction of Splash Pad

Mr. Robinson-

On behalf of all of us at 2KG Contractors, I would like to thank you for this opportunity to submit our proposal for the Maple Street Park Splash Pad. 2KG Contractors resume is filled with a history of public works contracts, from fire stations to wastewater treatment plants, as well as some unique structure building, including public swimming pools.

2KG Contractors Inc. is an S-Corporation, founded in 1989 that is equally owned by Kevin Folker – President, and Mario Lipari - Secretary /Treasurer. As the officers of the corporation we are granted authority to negotiate and execute agreements for the benefit of the company.

We are enthusiastically responding to this RFP while partnering with Anderson Poolworks, WHPacific, and Waterplay Solutions. 2KG's bonding and insurance are both underwritten by Travelers.

I believe we have a team that will deliver the project you have set out to build, while overcoming all the challenges associated with a project of this caliber.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mario Lipari", is written over a horizontal line.

Mario Lipari
Secretary/Treasurer

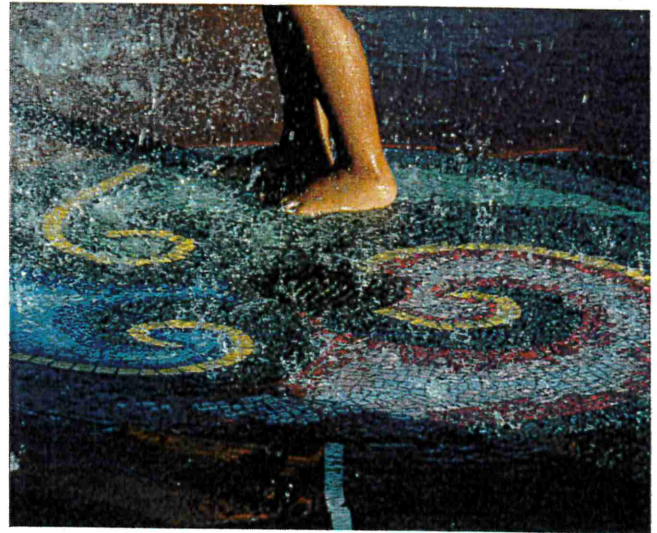
Project Approach

Our team of 2KG Contractors, Anderson Poolworks, WHPacific, and Waterplay look forward to teaming with the City to bring your vision for a splash pad at Maple Street Park into reality. We will work with you to provide an iconic splash pad that meets the needs of the community while also being low-maintenance.

Waterplay has provided three design alternatives, on pages 4 through 9, for your review and selection. It is our understanding that the City will garner the community's involvement to choose a favorite design alternative. Once an alternative is chosen, the WHPacific design team will work with you to find the most appropriate location on the site for the splash pad, and will prepare scaled concept site plan options for the City's review. After review and design refinement, WHPacific will prepare construction documents for the splash pad, that will be used for permitting. Construction will begin in the early spring of 2020 for a scheduled grand opening date of Memorial Day 2020 for the project.

Our approach to the project will be to provide you with a splash pad that puts priority in:

- Meeting the needs of the community
- Low-maintenance design
- Meeting the highest safety and quality standards
- Multigenerational space for all ages and ability levels
- Encourage social, physical, cognitive and creative development through play
- Efficient and sustainable use of water through activation
- Durable, weather-resistant materials
- Self-contained design (no over-spray)
- Turn-key, easy to operate system



Our team understands the complexities of both design and construction of splash pads, as evidenced by our teams' experience. We have delivered successful splash pads for other local municipalities on a similar budget and scale. Since this splash pad project will be the first of its kind for the City, we appreciate the importance of providing you with support throughout the design and construction phase. We want to help you create an icon for the City's Parks and Recreation district, and leave you with a finished product that the community loves.

Design Concepts

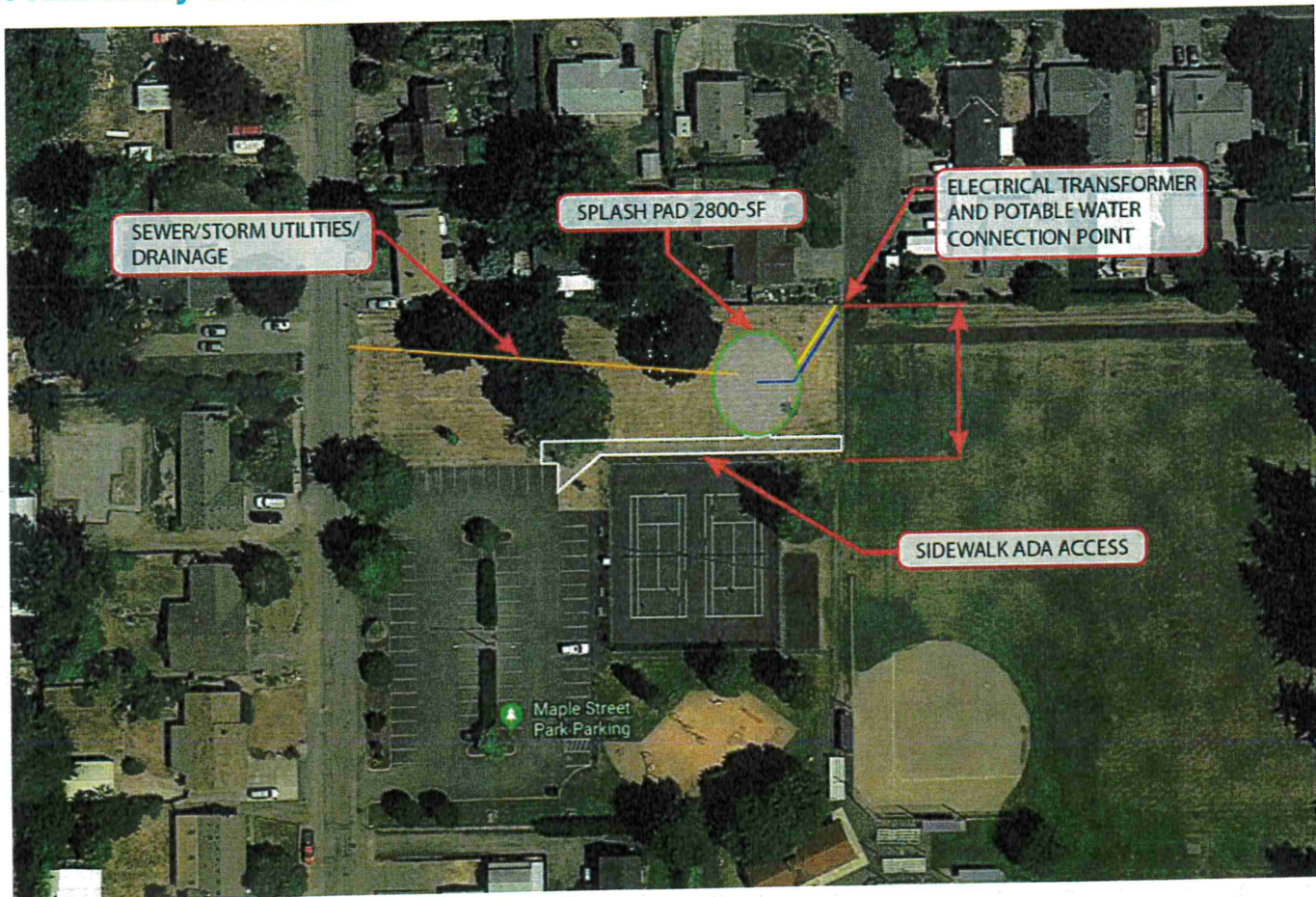
The City of Canby Splash Pad will be a fun, inclusive space for community members of all ages and abilities to enjoy. The three designs included in this proposal were created to encourage collaboration and allow for free, unstructured, explorative play in a safe environment—perfect for the whole family to enjoy.

The designs presented in this proposal meet sustainability best practices through the use of an activator which sequences the water through the space and turns off the water when not in use.

We hope you enjoy the designs presented in this proposal and look forward to helping make this project a reality.



Preliminary Site Plan



Splash Pad Vision

THE CURIOSITY AND WONDERMENT OF PLAY
CREATES MOMENTS IN WHICH WATERPLAYERS
BUILD THEIR FUTURE SELVES.

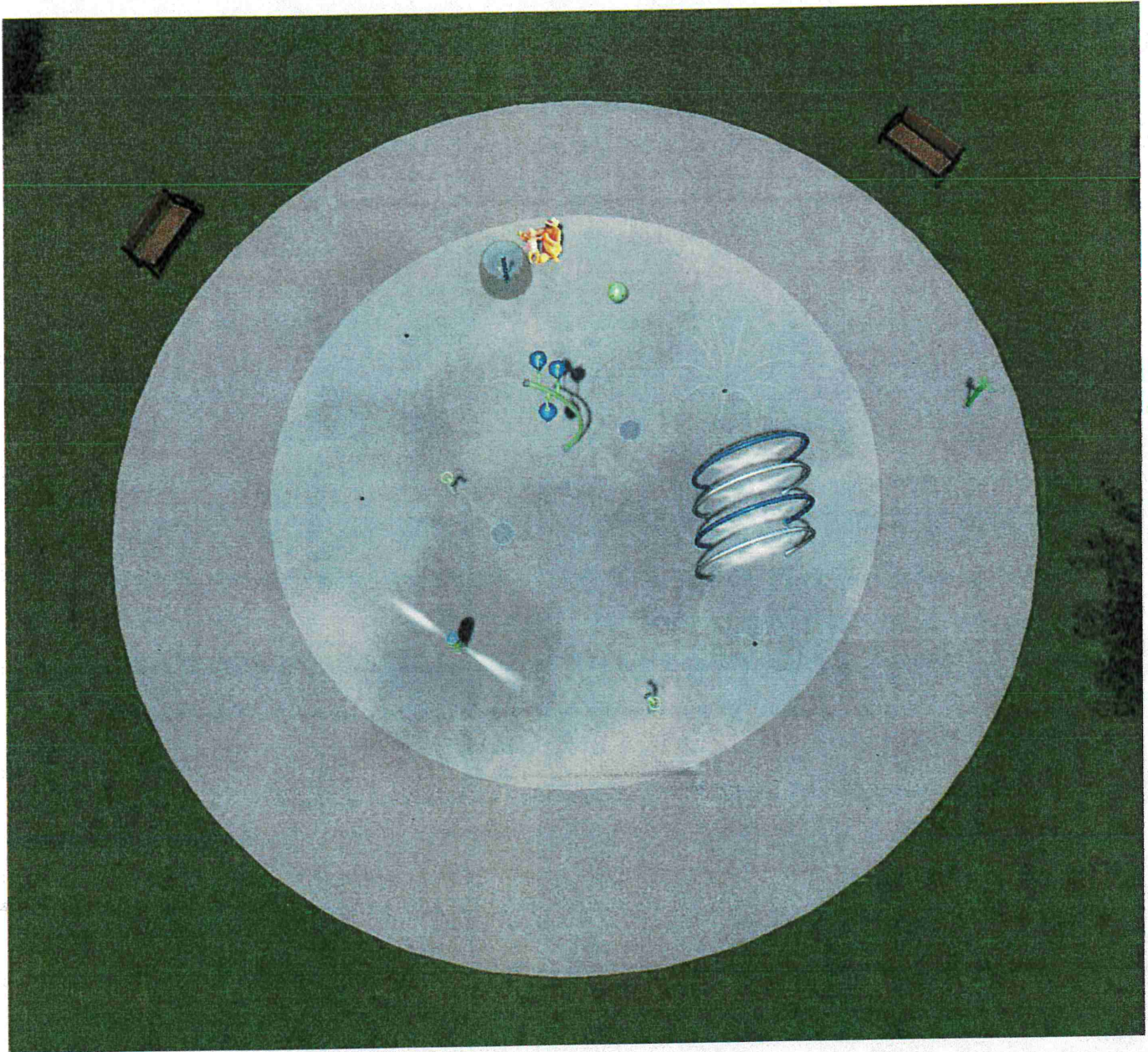
Play paves the way for a stronger future.

Your project supports cognitive
and emotional learning, and
physical well being through
experiential play - creating a
solid foundation for socially-
adjusted, well adapted adults.

Your Project:

- Promotes STEM learning through investigative play elements.
- Encourages physical activity and full body range of motion: bending, reaching, pushing and pulling, and spinning.
- Ignites creativity and imagination through color, theming, and sensory experience.
- Unites waterplayers with opportunities to collaborate while simultaneously providing opportunities for more thoughtful, introspective play.

"Classic" Design Alternative - Plan View



Packed with play, this classic splash pad design features smooth curves and casual colors that complement any environment.

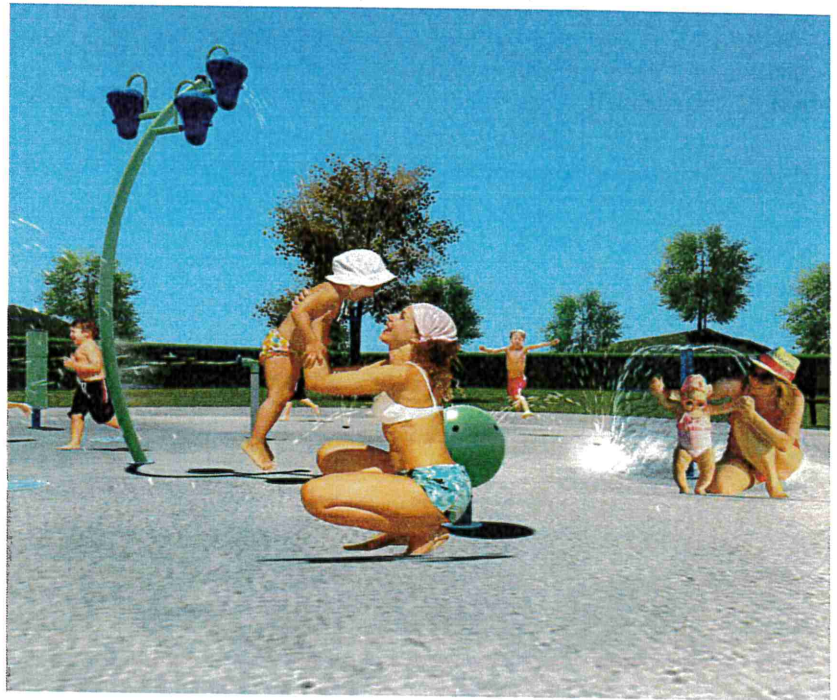


Proposal: Maple Street Park Splash Pad
June 14, 2019

“Classic” Design Alternative - Perspective Views



Play features perfectly sized for toddlers and wide enough for wheelchairs encourage fully inclusive play environments.



"Cirque" Design Alternative - Plan View



Bursting with imagination, the Cirque product collection delights waterplayers with a spectacular water show. Park goers can push, spin, plug and take aim with the different water elements throughout the space, keeping them coming back for more.



“Cirque” Design Alternative - Perspective Views



Exciting visual elements and bright colors encourage creative play.



"Grasslands" Design Alternative - Plan View

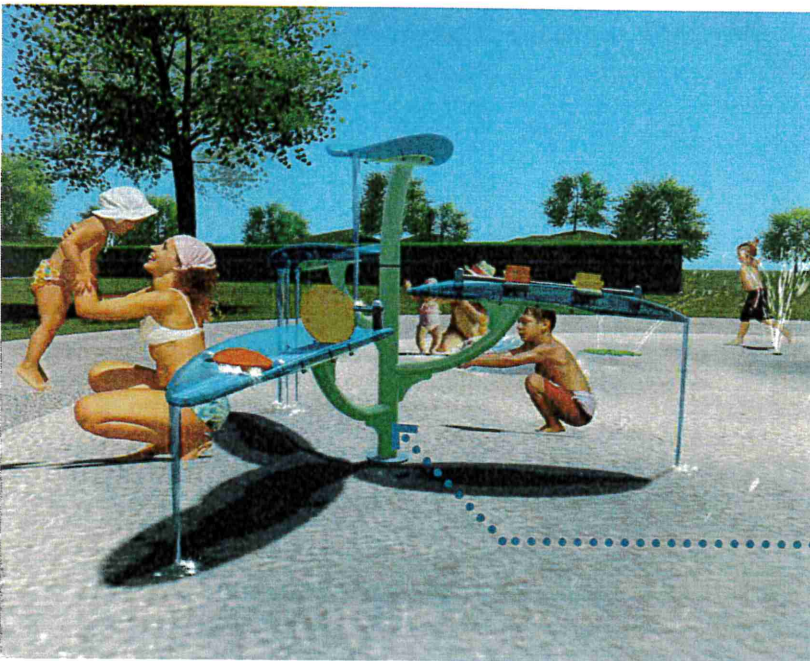


The Grasslands product collection brings the beauty of nature to the splash pad with tall blades of dewy grass, whimsical wildflowers and waterfalls for an imaginative adventure.



Proposal: Maple Street Park Splash Pad
June 14, 2019

"Grasslands" Design Alternative - Perspective Views



•• With the ability to host 16 users, the Waterfall 3 promotes STEM learning through thought-provoking experiential play.

Splash Pad Vision

Spiny Squirt in "Classic"

*A wonderful sensory experience
for toddlers - and it spins!*



*The product sets the stage
for adventure, exploration,
and discovery.*

All three designs take into consideration various play styles and abilities in order to create a well-rounded play space perfect for careful toddlers, thrill seekers, those who like to tinker, and budding explorers.

Misty Twisty in "Classic"

*With a graphic this
feature becomes
a spraying puzzle*



*Run through the
Roue Cyr's arch
or spin the nozzle
to affect the
flow of water.*



Roue Cyr in "Cirque"

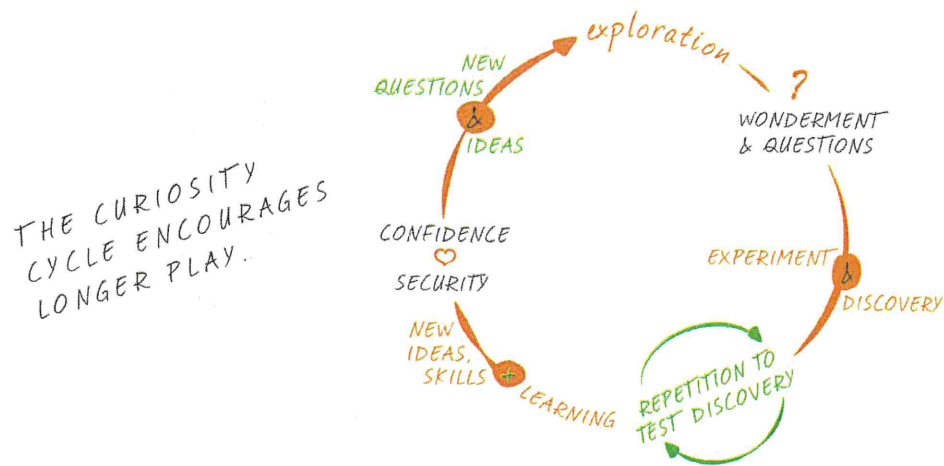
*The Waterfall 3
is packed with
tinkering parts
for the engineer
in all of us.*



Waterfall 3 in "Grasslands"



Inspiration



EXPERIENCE

The true value of play comes from the experiences we have. When play is fun, stimulating and exciting for a child, growth and development flows naturally. Waterplay products focus on cognitive and emotional development, and physical well being—supporting the unique developmental stages of every waterplayer.

SUSTAINABILITY

Our non-toxic materials and costings ensure safety for waterplayers and the environment. We are committed to designing products with low flow rates and optimized water use through activation, sequencing and water management best practices.

INCLUSION

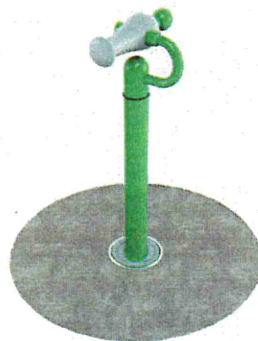
Our products are designed for maximum participation. Using universal design principals, ADA and ASTM safety standards, Waterplay creates rewarding play experiences for all ages and abilities.



Inspiration

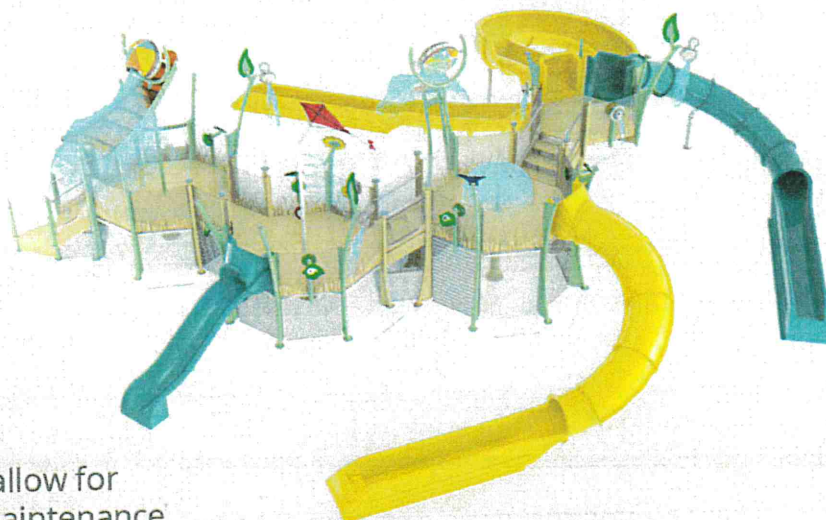
Design your space with the **future** in mind.

Don't limit the possibilities of your next project. Phase your installation, swap out play features, plan for future expansions or even a complete retrofit. Waterplay's mounting systems simplify your ownership by providing added flexibility to your design throughout your project's lifecycle.



playPHASE™

Flush-to-grade, removeable base.



playCONNECT™

Removable post features allow for flexibility and enhanced maintenance.

SIMPLIFY YOUR OWNERSHIP:

PHASE **SWAP** *EXPAND* maintain **RETROFIT**



Proposal: Maple Street Park Splash Pad
June 14, 2019

Investment

warranty

Waterplay is proud to offer an industry-leading warranty that supports your project through it's lifecycle.

25 years | Stainless steel

10 years | Aluminum

5 years | Fiberglass and plastics

2 years | Hardware

standards + sustainability

As an organization and manufacturer we're committed to making a difference both in-house and through the products we ship worldwide.

ISO | 9001 certified (quality management)

ASTM F2461 | standard practice for manufacturing, construction, operation and maintenance of aquatic play equipment (created in collaboration with Waterplay®)

ASTM F1487 | standard for consumer safety performance specification for playground equipment for public use

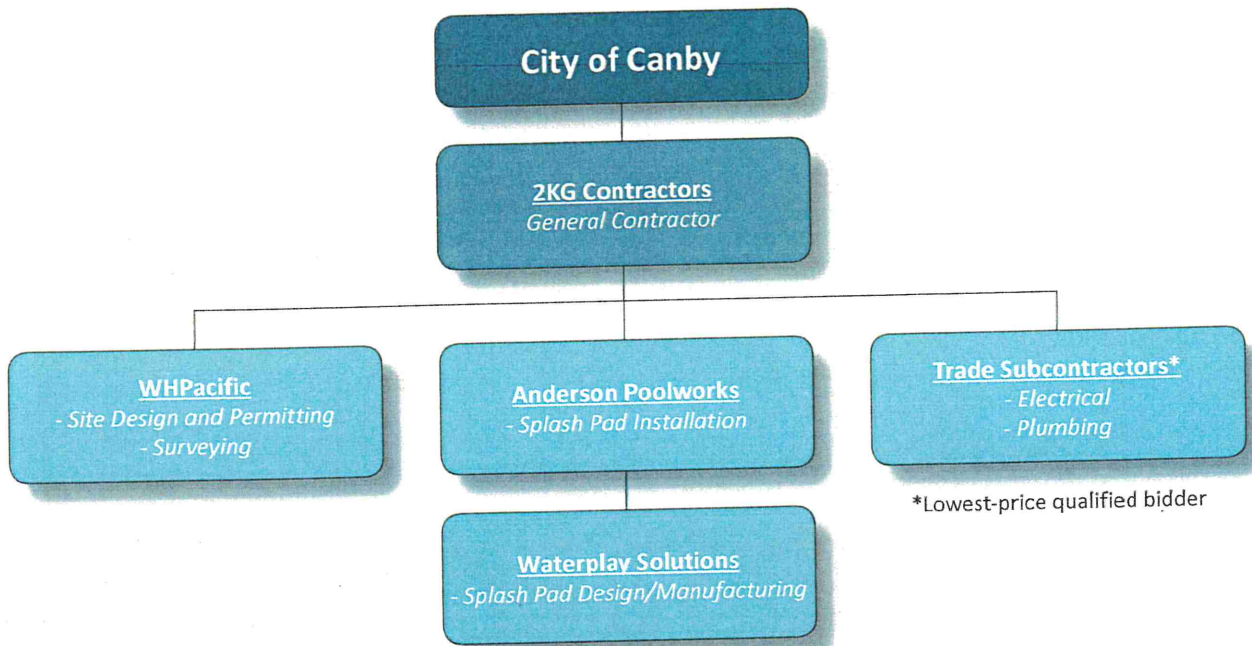
ASTM F2376 | standard practice for classification, design, manufacturing, construction and operation of water slide systems

CAN/CSA Z614 | standard for public-use play spaces and play equipment intended for use by children aged 18 months to 12 years

We actively reduce waste by sourcing recyclable materials with consideration to the amount that will be left unused. Our non-toxic materials and coatings ensure safety for waterplayers and the environment. We are committed to designing products with low flow rates and encouraging play spaces that optimize water use through activation, sequencing and water management best practices.

ISO | 14001 (environmental management)

Contract Organization Chart



Roles and Responsibilities

2KG Contractors

2KG will be the general contractor for the project, and prime consultant for the City. 2KG will subcontract the installation of the splash pad to Anderson Poolworks, as well as the electrical and plumbing work to the lowest qualified bidder in the spring of 2020. 2KG will self-perform:

- Site work
- Grading, earthwork, and erosion control
- Utility trenching and backfill
- Concrete

WHPacific

WHPacific will work with the city to develop concept site plan alternatives for review, and then refine the design for final permit drawings. Since the project is expected to provide ADA accessibility, an existing conditions and topographic survey will be provided by WHPacific, in AutoCAD format, as the basis from which to begin design work.

Anderson Poolworks

Anderson Poolworks will provide construction services for the splash pad, as designed by Waterplay. Maintenance training of the splash pad will be provided by Anderson Poolworks for city maintenance staff.



Splash Pad Experience - Anderson Poolworks

Centennial Park, Woodburn, Oregon

Approximately 2,400 sq. ft. flow-through splash pad with 17 water features offers one of the park's most popular venue for children of all ages. Running around a dragon fly, mushroom maze, jet ways, water cage, water fences makes hot summer days a joy for parents and children alike. A nearby concrete seating helps reduce imported debris thus resulting in decreased maintenance requirement of the debris trap.

Contact:

Jim Rowe, City Manager
City of Woodburn
503.982.5265



Riverfront Splashpad, Salem, Oregon

Due to its popularity, it is advised to commission a splash pad during a cloudy day and whenever kids are possibly engaged in other activities. Such was the case with the Riverfront Splashpad, a 1,960 sq. ft., the park's main attraction on a summer day. Situated within walking distance to Salem's downtown shopping centers and a hop away from the equally trendy carousel, this splash pad is a kids' delightful spot to become drenched. Caution: towels may be necessary as the 17 water features are not meant to keep the young ones dry.

Contact:

JD Clarizio, City Manager
City of Salem
503.588.6396



Additional Project References

Brandon Johnson Memorial
Culver, Oregon

Contact: Cindy Dix, City Representative
541.410.8022

Alderbrook Apartments
Vancouver, Washington
Contact: John Wyland
503.209.7555

Thompson Park
The Dalles, Oregon
Contact: Scott Baker, N. Wasco
County Parks and Rec Director
541.410.8022

Splash Pad Experience - WHPacific

Walnut Street Park, Hillsboro, Oregon

WHPacific has provided landscape architecture and civil engineering services for improvements to the existing 2.5 acre Walnut Street Park in Hillsboro, Oregon. Improvements included a new splash pad facility along with associated grading, sidewalk and utility improvements. A new storm water LIDA swale was also constructed to treat new impervious areas.

Contact:

Mary Ordal, Project Manager
Hillsboro Parks and Recreation
503.681.6225
mary.ordal@ci.hillsboro.or.us



Magnolia Neighborhood Park, Hillsboro, Oregon

This new, 3.5-acre park features a zero-depth "spray-ground" water play feature, a play structure, custom, in-house-designed open-beam picnic shelter with barbecue facilities, a tennis court, sport court, and a sustainable rain garden. Placed at the top of the site, WHPacific designed a unique picnic shelter which establishes an *icon image* for the park. Waterplay designed the splash pad, dubbed a "silicone forest", with a zero-depth play pad and enviro-friendly water features.

Contact:

Mary Ordal, Project Manager
Hillsboro Parks and Recreation
503.681.6225
mary.ordal@ci.hillsboro.or.us



Experience - Waterplay Reference Project

Rotary Spray Park, Fort St. John, Canada

A refurbished splash park, double the size of its predecessor, sprouts to life allowing park-goers a chance to enjoy the beauty of nature while playing with water!

Design:

- Raining leaves, splashing dew drops and friendly critters spur curious minds into action and complement the park setting.
- Squishy puddles bring the joy of rain to the play pad and a learning lab for exploration and discovery.
- Distinct play zones accommodate different styles of water play for all ages and abilities
- Smooth stones and shaded sitting areas create an attractive public space where the community can gather to relax, socialize and connect through play.

"The park opened three weeks ago, with the planned grand opening delayed due to weather. Still, the park has seen no shortage of use, with an average of 100 residents dropping by every day!"

- Lori Ackerman
Mayor, Fort St. John City Council, British Columbia



Scope of Design/Permitting Services

Site Survey - WHPacific

WHPacific survey crew shall prepare a site survey map of the work area needed to develop drawings for this project. Surveyed information includes topography, utilities, paving, and vegetation. The site survey shall be generated in AutoCAD 2018, and will serve as the basis of the drawings listed below.

Concept Site Plan Alternatives - WHPacific

WHPacific's Landscape Architecture Studio will develop two (2) concept-level site plan alternatives for the selected splash pad design. We will work with the City to show different options for how the splash pad can be located on the project site, and how access can be provided to it. We'll consider any future expansion that the City would like to account for. Based on feedback provided by the City, we will refine the design into one (1) plan for Construction Documents.

Deliverables:

- Two (2) scaled concept-level site plan alternatives
- One (1) design review meeting with the city (in person or web-conference)

Construction Documents - WHPacific

WHPacific will prepare construction documents, stamped by a licensed landscape architect and/or civil engineer, that will be used for permitting. The list of drawings provided will include:

Cover Sheet & General Information – Prepare a site vicinity map with list of drawing sheets and legal site description.

Existing Conditions Plan & Demolition Plan - Review site survey provided by WHPacific survey crew. Identify items to be removed, salvaged, and preserved. Pavement and subgrade piping located in proximity to park improvements will require clear measures for protection and preservation.

Site Plan – Site plan to show materials and layout locations of splash pad, accessible pathway to the splash pad, re-seeding as required to establish lawn.

Grading and Erosion Control Plan – Create a grading plan showing the existing and proposed contours and spot elevations. Show necessary erosion control measures and include WES required details and notes for erosion control.

Composite Utility Plan – Prepare plan showing sewer and water connections to the new improvements. Sewer utilities include a drain system for the splash pad and conveyance piping for drainage. Electrical design will be design build by the electrical subconsultant, however, we will provide basic direction and show underground conduits as needed for the splash pad mechanics.

Site Details – As needed for construction of project components.

Deliverables:

- Cover Sheet & General Information
- Existing Conditions & Demolition Plan
- Site Plan
- Grading and Erosion Control Plan
- Composite Utility Plan
- Site Details

Paper plots and electronic files of all drawing sheets will be submitted to City of Canby. Drawings will be set up at 1 inch equals 20 feet scale on 22"x34" size sheets (or as required for permitting).



Design Services Assumptions

1. Certified arborist services and/or tree inventory is/are not included.
2. Land Use Review and Land Use Application services are not included.
3. Public Outreach and Involvement is not included.
4. Street improvement design and traffic study is/are not included.
5. Irrigation design is not included.
6. Stormwater report is not included.
7. Site signage design is not included.
8. Structural design is not included.
9. Geotechnical report is not included.
10. As-Built/Record drawings are not included.
11. All design work will be completed in AutoCAD 2018.

Scope of Construction Services

2KG Contractors shall self perform or subcontract all work as set forth in the RFP. The scope of work shall include:

General Contractor Services – Permit fees, project management/coordination, special inspections/testing, Division 1 miscellaneous items such as temporary fencing, disposal, and porta potty.

Earthwork – Clearing and grubbing of the project site, rough grading, erosion control measures, trenching and backfill, building pad excavation and compacting, and finish grading.

Concrete – Base preparation/compaction, formwork, sidewalks to splash pad, splash pad surface sloped to drain, equipment pad. All concrete to be standard spec broom-finish.

Plumbing – Cold water connection to existing potable service at the northeast corner of the project area, piping to splash pad.

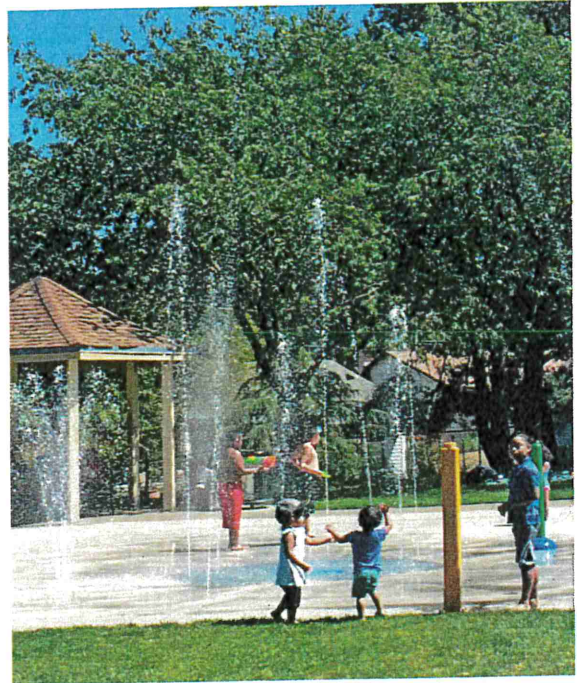
Sewer – Collection in catch basin at center of splash pad, sewer to connect into Maple Street existing sewer drainage.

Electrical – Connection to existing electrical service at the northeast corner of the project area, power wiring to splash pad, water feature controller wiring, grounding and bonding, junction boxes as required.

Splash Pad – One (1) outdoor recreational spray park with a splash pad measuring approximately 2800 square feet, including splash pad components as shown in this proposal and as selected by the City, all water feature piping, valves, wiring, solenoids, unions, fittings, water feature manifold, drains, and controller. Commissioning will be including in our scope of services, including initial start-up, one-day training, operation and maintenance manuals, and manufacturer warranties.

Construction Services Assumptions

1. Water supply will be from an existing potable water service roughly 200' NE of the splash pad location.
2. Electrical supply will be from an existing service roughly 200' NE of the splash pad location.
3. Sewer will connect to an existing sewer line at Maple Street.
4. SDC fees, if required, will be paid by the City.
5. The City will provide access to the project site.
6. If the City determines that the splash pad shall be located in place of the tennis courts, the City shall be responsible for the demolition permits, demolition, offhaul, and disposal of the tennis courts.



Tentative Project Schedule

Below is the proposed project schedule, which includes individual stages of design, permitting, and construction. While the schedule may fluctuate from time to time, the important milestones should be met in order to keep the project on pace for its grand opening on May 25, 2020, Memorial Day.

TASK														
Contract Awarded	7/1													
Site Survey		8/7												
Community Engagement (by City of Canby)		8/7												
Concept Site Plans			9/9											
City Review (2 weeks)				9/23										
Final Site Plan and Construction Drawings					11/15									
Permitting								1/31						
Pre-Construction Meeting (scheduled by City)									2/7					
Construction Schedule													5/15	
Project Completion														Grand Opening: Memorial Day 5/25
	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20		



Proposed Total Cost

The fee is limited to completing the design and construction work as described in this proposal. We are providing a breakdown of our fees, to allow you to understand the full list of project costs we expect to incur:

"Classic" Design Alternative

General Contractor	
Permits Allowance	\$5,000
Project Management/Coordination	\$10,000
Special Inspection/Testing	\$5,000
Div. 1 Misc (Temp fence, disposal, porta pots, etc)	\$5,000
Earthwork	
Erosion Control Measures	\$3,500
Sanitary Sewer	\$18,500
Clearing and Grubbing	\$4,500
Building Pad	\$5,000
Sidewalk (200LF x 5ft wide)	\$3,500
Site Restoration	\$15,000
AC Patching	\$2,500
Concrete	
Splash Pad	\$32,000
Equipment Pad	\$1,500
Sidewalk	\$10,000
Subcontractors	
Survey, Design, Construction Drawings (WHPacific)	\$25,000
Plumbing	\$15,000
Electrical	\$20,000
Splash Pad Installation (Anderson Poolworks)	\$65,000
Splash Pad System and Components (Waterplay)	\$61,265
Subtotal	\$307,265
Overhead and Profit (10%)	\$30,727
Bonding and Insurance (2%)	\$6,760
Total	\$344,752

"Cirque" Design Alternative

Total (\$344,752 + \$8,081)	\$352,833
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"Grasslands" Design Alternative

Total (\$344,752 + \$35,883)	\$380,635
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Add Alternates (as requested)

Concrete seat wall 18" tall x 18" wide (price per linear foot)	\$75.00 LF
Additional Concrete paving 4" (price per square foot)	\$12.00 SF
Fixed bench (unit price)	\$1,000.00
Trash receptacle (unit price)	\$250.00

Project Financing

Financing options are available for the splash pad components, to help bring the budget into focus. Please contact Waterplay Solutions Sales Support with any questions regarding project financing.



Pick the payment that works for you and your customers

With Marlin's Pick-A-Payment program, your customers have the flexibility to match their financing plan with their budget. And we'll work by your side to ensure they get the equipment - and support - they need to keep pushing forward.

Equipment Cost	24 Mos.	36 Mos.	48 Mos.	60 Mos.
\$10,000	\$495	\$350	\$275	\$231
\$20,000	\$988	\$700	\$551	\$462
\$30,000	\$1447	\$1003	\$774	\$648
\$40,000	\$1930	\$1338	\$1032	\$864
\$50,000	\$2301	\$1561	\$1209	\$1000
\$60,000	\$2761	\$1873	\$1450	\$1203

*Rates subject to change without notice.

FINANCE APPLICATION

May we contact lessee if additional information is needed? ☐ YES ☐ NO

Full Legal Business Name: _____

Contact Name: _____ Equip. Cost: _____

Equipment Description: _____

Equipment Address: _____

Business Phone: _____ Website: _____

Years Owned: _____ State of Organization: _____ Terms (mos.): _____

Email: _____ Dealer Contact: _____

Business Type: ☐ CORP. ☐ LLC ☐ PARTNERSHIP ☐ PROPRIETORSHIP

The person(s) supplying the above information certifies to Marlin Business Bank and its affiliates that it is true and correct. The Owners/Partners/Guarantors recognize that their individual credit histories may be a factor in the evaluation of the lease applicant and, thus, authorize Marlin Business Bank and its affiliates or its designee to investigate their personal credit status. This includes obtaining and using their consumer credit reports from time to time in the credit evaluation and collection processes.

X _____
Authorized Signature

_____ Date

Questions about your Kompan Project? Contact:

WaterPlay Rep Name and contact info goes here

KOMPAN
Let's play

Financing equipment
has never been easier:

- Complete Project financing to include Equipment, Surfacing, Freight, and Installation
- \$0 Money Due at Signing
- Replace Worn and Damaged Existing Structures
- Add-on and up-grades made easy
- Does not affect Grants or Government subsidy programs

For financing information, please call:

Tony Ferrono at 856-505-4144 or email
aferrono@marlincapitalsolution.com



Proposal: Maple Street Park Splash Pad
June 14, 2019

Project Contact Information

2KG Contractors

Mario Lipari
Owner/Secretary/Treasurer
mario@2kgcontractors.com
503.489.2020

WHPacific

Jon Champlin
Landscape Architect/Project Manager
jchamplin@whpacific.com
503.372.3637

Anderson Poolworks

Eduard Baba
Estimator/Project Manager
eddie@andersonpoolworks.com
503.625.5628

Waterplay Solutions

Sales Support
Sean Hare
sean.hare@waterplay.com
205.712.3393 ext 137

Technical Support
Jeff Scobie
jeff.scobie@waterplay.com
205.712.3393 ext 124

Post-Installation Specialist
Aaron Schmidt
aaron.schmidt@waterplay.com
205.712.3393 ext 216

*We are here to help you navigate
your project from concept to
installation and beyond.*

THANK YOU!

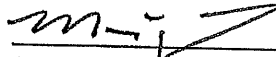
PROPOSAL FORM

The undersigned Contractor agrees to provide a splash pad proposal in accordance with the specifications. I/We have stated herein the proposal and fees that I/We will furnish and deliver as specified.

The City of Canby reserves the right to cancel any agreement in the event that terms of this agreement are violated.

2KG CONTRACTORS

Name of Contractor
(Person, Firm, Corp)



Signature of Authorized Representative

4917 NE 185th DRIVE

Address

MARIO LIPARI SEC/TRES

Name and Title (Please Print)

PORTLAND, OR 97230

Address

5.31.19

Date

503. 489. 2020

Telephone Number

MARIO@2KGCONTRACTORS.COM

E-Mail Address

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 _____

Waterplay has completed more than 3000 spray park projects world wide,
below is a list of notable projects for our parks in Washington



Titlow Park, Tacoma, WA (2012)



Angel Lake Park, Seatac, WA (2013)



Northacres, Seattle, WA (2011)

Waterplay Installs • Washington



Henry Mosses Pool, Renton, WA (2013)



Waterplay Installs • Washington



Edmonds City Park,
Edmonds (2015)



Beacon Mountain Park,
Seattle (2012)



Franklin Park,
Tacoma (2013)

Cordata Community Park, Bellingham, WA (2019)

Airway Heights (2019)
Spokane

Yakima Valley YMCA (2019)
Yakima, WA

Yesler Park
Seattle (2018)

Edgecliff Park
Spokane, WA (2017)

Downtown Park
Redmond (2017)

Burien Town Square
Burien (2017)

Redmond Aquatic Play Pad,
Redmond (2018)

Inspiration Playground
Bellevue (2016)

Nelson Farm, Suncadia Resort
Cle Elum (2016)

Edmonds City Park
Edmonds (2015)

Reaney Pool
Pullman (2015)

Pioneer Park
Puyallup (2014)

Henry Mosses Aquatic Centre
Renton (2013)

Angle Lake Park
Seatac (2013)

Holley Park
La Center (2013)

Kimbrow Pool Features
Fort Lewis (2012)

Lewis McChord AFB
Tacoma (2012)

Franklin Park
Tacoma (2013)

Titlow Park
Tacoma (2012)

Tom Taylor YMCA
Gig Harbor (2012)

Beacon Mountain Park at Jefferson
Seattle (2012)

Georgetown Park,
Seattle (2012)

Tri Cities Court Club
Kennewick (2012)

Greenacres Park
Spokane (2012)

Northacres Park
Seattle (2011)

Columbia Park
Kennewick (2008)

Woodland Park Zoo
Seattle (2008)

Greenstone- Grandview Spray Park,
Spokane (2007)

Shadle Spray Park,
Spokane WA (2007)

John C. Little Sr.,
Seattle (2007)

Bainbridge Island Aquatic Centre
Bainbridge island (2006)

Grandview Residential
Spokane (2006)

Please contact Waterplay for specific locations or for park owner and designer information

Waterplay Installs • Washington

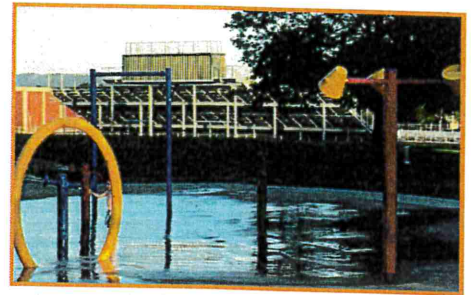
PAGE 3



Holley Park
La Center (2013)



Pioneer Park
Puyallup (2014)



Shadle Park
Spokane(2007)

Please contact Waterplay for specific locations or for park owner and designer information

W W W . w a t e r p l a y . c o m

ORDINANCE NO. 1519

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH LANDSCAPE STRUCTURES, INC, IN THE AMOUNT OF \$81,905.00, AND DECLARING AN EMERGENCY

WHEREAS, The City received two proposals for the replacement of the all-weather surface at Legacy Park; and

WHEREAS, the two proposals for the replacement of the surface ranged in cost from \$81,905.00 to \$102,857.14; and

WHEREAS, the proposal submitted by Landscape Structures, Inc. was the low responsive proposal, priced at \$81,905; and

WHEREAS, pricing for the materials for the improvements was included in State Contract #6484; and

WHEREAS, an emergency has been declared in order to complete the installation of the all-weather surface prior to the rainy season in Canby, assuring the availability of a safe all-season surface for Canby's residents.

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

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate Agreement with Landscape Structures, Inc. construction services in the amount of \$81,905.00. A copy of the Agreement with Landscape Structures, Inc., including Exhibit A, is attached hereto and by this reference incorporated herein.

Section 2. Due to the desire to have a safe all-season surface available to Canby residents prior to the upcoming rainy season, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on August 7, 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 August 21, 2019, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

Rick Robinson
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the August 21, 2019, by the following vote: .

YEAS _____

NAYS _____

Brian Hodson
Mayor

ATTEST:

Rick Robinson
City Recorder Pro-Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Landscape Structures, 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 \$81,905.00 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: Landscape Structures, Inc
601 7th Street South
Delano, MN 55326

**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

Landscape Structures Representative

Ben Stanford

503-432-8950

Ross Recreation Equipment, Inc.

bens@rossrec.com

Prepared For:

Contact Name Jeff Snyder

Phone (503) 266-4021 x 232

Bill To Name City of Canby

Ship To Name City of Canby

Bill To 182 N. Holly Street
P.O. Box 930
Canby, Oregon 97013
United States

Ship To 1470 NE Territorial Road
Canby, Oregon 97013
United States



HGAC Contract # PR 11-18

ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

Quote Name Surface America PIP for 3,840 Sq Ft

Quote Date 7/1/2019

Opportunity Name Legacy Park Surfacing

Quote Exp Date 10/1/2019

Quote Number 00029769

Est Lead Time 2-4 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Install-Rubber Surfacing	Installation of Surface America Poured-in-Place rubberized surfacing for 3,840 square feet at a 3-1/2" thickness by a manufacturer certified installer. Price does not include sub-base preparation, drainage, design work or inspections. General contractor is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper hold down from finish grade. Surfacing will be installed to follow slope of the sub base and thickness of safety surfacing quoted to be kept consistent; surfacing will not be installed thicker over drains unless requested. Please advise if installation is to be installed in any other manner so quote can be adjusted. Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/ 200GMax. *Installations over 2,000 sf will have seams in the finished surface.	\$24,230.00	\$24,230.00
1.00	Installation	Receive and Offload materials Demo and Disposal of existing tiles	\$1,760.00	\$1,760.00
1.00	Site Work	**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$8,426.00	\$8,426.00
1.00	Surface America PIP Rubber	Surface America Poured-In-Place Rubber surfacing materials: ~Square Footage: 3,840 sf ~Thickness: 3-1/2" (per 8' CFH of play equipment) ~Binder: Standard Aromatic Binder ~Color: 50% Color & 50% Black speckled mix *Teal, Yellow, Purple, and Primary Red are considered premium colors, if any are used for more than 25% of the color mix, an additional materials charge will apply. *Any change in color, thickness, square footage or binder type will require a change order. Contractors bidding are responsible to verify that quoted material meets the project requirements. *Does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt, or Crushed Stone. More details available upon request.	\$41,329.00	\$41,329.00

*It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any revision to materials will require a revised quote and may result in a price increase.

*Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200GMax.

Materials Amount	\$41,329.00
Tax Amount	\$0.00
Labor Total	\$34,416.00
Freight Amount	\$6,160.00
Total	\$81,905.00

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

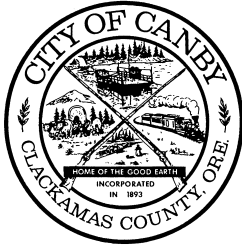
Date _____

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

HGACBuy



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

A REQUEST FOR APPROVAL OF)	FINDINGS, CONCLUSION & FINAL ORDER
ANNEXATION OF A PORTION OF PUBLIC)	ANN 18-06
RIGHT-OF-WAY, SE TOWNSHIP ROAD)	CITY OF CANBY

NATURE OF THE APPLICATION

The Applicant sought approval for an annexation application City File# **ANN 18-06** to annex into the City of Canby's jurisdiction all remaining portions of SE Township Road public right-of-way excluded during four previous annexations. The portion to be annexed is located between the western boundary of the Molalla Forest Road and the western boundary of Mulino Road, totaling approximately 2.32 acres or roughly 110,000 square feet. This request also includes the portion of ROW that crosses Union Pacific (UP) railroad crossing DOT 760205P, MP 748.30, frequently used by Oregon Pacific Railroad who actually owns the tracks and signals for said portion of the rail line.

HEARINGS

The Planning Commission considered application City File# **ANN 18-06** after the duly noticed hearing on July 8, 2019 during which the Planning Commission recommended by a 5/0 vote that the City Council approve City File# **ANN 18-06** per the recommendation contained in the staff report.

The City Council considered application **ANN 18-06** after the duly noticed hearing on August 7, 2019 during which the Council voted 6/0 to approve City File# **ANN 18-06**. These findings are entered to document the approval.

CRITERIA AND STANDARDS

In judging whether or not the annexation application shall be approved, the Planning Commission and City Council determines whether criteria from the *City of Canby Land Development and Planning Ordinance* are met, or can be met by observance of conditions. Applicable criteria and standards were reviewed in the Planning staff report dated June 28, 2019 and the staff memorandum prepared for Council review dated July 26, 2019 and presented at the August 7, 2019 City Council public hearing along with the Planning Commission's recommendation.

FINDINGS AND REASONS

The Staff Report was presented, and written and oral testimony was received at the Council public hearing. The recommendation to approve City File# **ANN 18-06** from the Planning Commission was noted by staff.

After hearing public testimony, and closing the public hearing, the City Council made no additional findings beyond those contained in the staff report to arrive at their decision and support their recommendation.

CONCLUSION

In summary, the City Council adopted the findings contained in the staff report, concluded that the annexation met applicable approval criteria, and approved City File# ANN 18-06 as recommended by the Planning Commission. The City Council's order is reflected below.

ORDER

Based on the application submitted and the facts, findings, and conclusions of the staff report, and from the public hearing, and the Planning Commission's recommendation, the City Council approved the Annexation application for SE Township Road City File# **ANN 18-06** and directed staff that upon annexation, the zoning of all adjacent properties be represented to the centerline of the portion of public rights-of-way for SE Township Road annexed on the official zoning map for the City of Canby.

I CERTIFY THAT THIS ORDER approving City File# **ANN 18-06** was presented to and **APPROVED** by the City Council of the City of Canby.

DATED THIS 21st day of August, 2019

Brian Hodson
Mayor

Bryan Brown
Planning Director

ORAL DECISION –August 7, 2019

AYES: Dale, Varwig, Spoon, Parker, Berge, Hensley

NOES: None.

ABSTAIN: None.

ABSENT: None

WRITTEN FINDINGS – August 21, 2019

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rick Robinson

City Recorder Pro-Tem