

**ORDINANCE NO. 1573**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC. CONSULTING ENGINEERS FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE EXTENSION OF WALNUT STREET TO HIGHWAY 99E**

**WHEREAS**, The City of Canby on February 10, 2022 published a formal Request for Qualifications (RFQ) for professional services to complete the S Walnut Street Extension to Highway 99E;

**WHEREAS**, a City review committee reviewed the qualifications submitted and recommended award of the engineering contract to Curran-McLeod, Inc., Consulting Engineers;

**WHEREAS**, Curran-McLeod, Inc. and their subconsultant for this project, DKS Associates Transportation Engineers, have provided the preliminary planning efforts including identifying the roadway alignment and facilitating acquisition of the right of way needed for the project;

**WHEREAS**, the City of Canby has adopted the 2010 Canby Transportation System Plan and 2020 amendments which identify this project in the Capital Improvement Plan;

**WHEREAS**, the City of Canby has adopted the Transportation System Development Charge that identifies this project in the Improvement Fee Capital Improvement Plan; and

**WHEREAS**, the City of Canby has budgeted expenditures for this work in FY 2021-2022.

**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 contract with CURRAN-MCLEOD, INC., for engineering services in an amount not to exceed \$601,000 for design and construction phase services for the extension of S Walnut Street to Highway 99E.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, May 18, 2022; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, June 1, 2022, after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 222 NE 2<sup>nd</sup> Avenue, Canby, Oregon.

  
\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 1<sup>st</sup> day of June 2022 by the following vote:

YEAS 6 NAYS 0

  
\_\_\_\_\_  
Brian Hodson, Mayor

ATTEST:

  
\_\_\_\_\_  
Melissa Bisset, CMC  
City Recorder

**AFFIDAVIT OF POSTING**

STATE OF OREGON     )  
  )  
County of Clackamas     )     ss:  
  )  
CITY OF CANBY             )

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 18<sup>th</sup> day of May, 2022 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1573 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

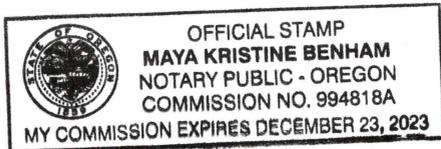
Thereafter, on the 20<sup>th</sup> day of May, 2022, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 1<sup>st</sup> day of June, 2022.

Melissa Bisset  
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2022.



Maya Kristine Benham  
Notary Public for Oregon  
My Commission Expires: 12/23/2023

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and CURRAN-McLEOD, 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 as 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 fees submitted with the Contractor's Scope of Services. See Exhibit "A" attached hereto. Contractor agrees that \$601,000 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 delivery 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 attorney's 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.

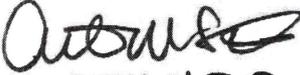
CITY: Scott Archer, City Administrator  
City of Canby  
PO Box 930  
Canby, OR 97013

CONTRACTOR: Curt McLeod, President  
CURRAN-McLEOD, INC.  
6655 SW Hampton Street, Suite 210  
Portland, OR 97223

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.

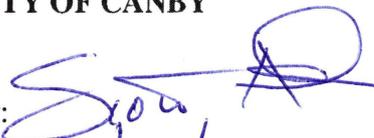
CONTRACTOR: CURRAN-McLEOD, INC

By:   
CURT McLEOD, PRES

Date: MAY 6, 2022

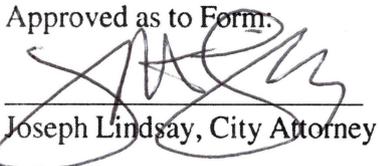
Subcontractors will be used  Yes  No (If Yes, please complete List of Subcontractors attached to this Agreement)

CITY OF CANBY

By: 

Date: 6/7/22

Approved as to Form:

  
Joseph Lindsay, City Attorney

11/6/15



May 6, 2022

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

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

Mr. Jerry Nelzen,  
Public Works Director  
City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013

**RE: CITY OF CANBY  
WALNUT STREET EXTENSION AND  
HIGHWAY 99E SIGNALIZATION**

Dear Jerry:

We appreciate the opportunity to complete the Walnut Street extension from SE 1<sup>st</sup> Avenue to Highway 99E, and the creation of a new signalized intersection at the highway. As you well know, our firm and the team compiled to complete that project are very familiar with this project - having completed all of the preliminary work, coordinated acquisition of the needed right-of-way, and are well experienced in providing a successful project.

Our office has met several times with each of the property owners and understand the commitments made to each in exchange for the right-of-way. Additionally, our team has been working with ODOT for several years to provide the information they need to approve creation of the new intersection. We are currently continuing that ODOT approval effort with earlier budgets provided by the City.

This roadway connection was originally identified as the Otto Road extension in the 2013 Transportation System Development Charge, Capital Improvement Plan. That project had an eligible cost estimated at \$8.915 million in 2013. Subsequent to adoption of the SDC, the City modified the Transportation System Plan to relocate the Otto Road connection approximately 600 feet further north, although the scope of work remained unchanged.

The current CIP in the inflation-adjusted SDC, has an eligible cost of \$10.77 million available in the Transportation SDC for construction of this project. The water, sanitary sewer, and stormwater SDCs do not have an entry specific to Walnut Street but could easily be updated to incorporate this work.

This proposed section of Walnut Street crosses the area of special interest identified in the Comprehensive Plan as Area J. We anticipate portions of Area J will be included in an application to annex and rezone the property in the near future. The Planning Department should keep the Public Works department apprised on the annexation status to ensure Walnut Street is included. If Area J delays application, then the City should initiate an annexation application of just the roadway for the City to secure jurisdiction.

Mr. Jerry Nelzen

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As we have discussed previously, there are two design paths currently underway for Walnut Street. First, is securing the ODOT intersection approval. DKS engineers have been working with ODOT to secure approval of the location and have additional documents to prepare before we will have approval. ODOT has asked for a new traffic analysis which is currently underway for the Grant of Access application. This new traffic analysis needs to generate projected traffic loading for year one and 20 years after opening the intersection.

Concurrently, the second design path is the street and utility design. The improvements will include a 50-foot industrial roadway section with curb & gutter, 12" water line, 8" sanitary sewer, power, communications, cable, gas, and street lighting. The roadway will have two 6-foot bike lanes, two 12-foot travel lanes and a 14-foot median/dedicated turn lane, but no sidewalks at this time. Although it has been discussed many times, we do not plan to install a traffic circle at the intersection of SE 1<sup>st</sup> Avenue and Walnut Street.

We are currently nearing completion of the sanitary sewer design from Teakwood to cross the railroad and highway. We have secured the Union Pacific Railroad and ODOT permits for the crossing and anticipate advertising for bids this month. This utility project is being combined with the Safeway Pump Station decommissioning project, which also has a bored highway crossing.

Our Project Team includes DKS & Associates, who are continuing their earlier coordination work with ODOT to secure the approvals needed for the project. Steve Boice, PE, and Kevin Chewuk, PTP, will be the principal contacts and continue their current efforts in support of the City of Canby.

GeoPacific Engineering will provide needed geotechnical support for design of the street foundations and provide the structural calculations ODOT will require for the new mast-arm signal poles. Mr. Ben Anderson, PE, is the geotechnical project manager from GeoPacific Engineering.

## **WORK SCOPE**

### **Street & Utility Improvements:**

The infrastructure design will be based on City of Canby Standards, as opposed to Clackamas County, anticipating the right-of-way has been annexed or the County has deferred jurisdiction to the City. The design phase work for the street and utilities covers 2,610 feet of industrial roadway including all surveys, mapping, preparation of all construction plans, and securing ODOT, City, regulatory agency, and stakeholders' approvals.

We have had some informal discussions with Canby Utility regarding the scope of waterline improvements, with the concern being to avoid dead end systems. We anticipate with the annexation of Area J that a development proposal would be submitted soon. As a result, we have

Mr. Jerry Nelzen  
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been promoting to CU that a waterline connection to Territorial Road to complete the loop would be better as a component of the Area J development. This would be more beneficial than a pipeline along Highway 99E to Territorial Road as a component of our project. The work scope presented below includes a 12" waterline in Walnut Street only and does not include a loop to Territorial Road.

### **Transportation & Signal Design:**

The transportation engineering preliminary scope includes continuing the engineering tasks to secure ODOT approval. This includes completion of the traffic analysis of six impacted intersections, submitting the Traffic Signal Installation Request, which is required to comply with the requirements in OAR 734-020-0400 through 0500, and preparation of the Access Management Strategy documentation with associated approach modification and closure letters.

The transportation engineering scope will include design of the signal, preparation of signing and striping plans, lighting plans, communications with ODOT systems, Traffic Control Plans (TCP), and temporary pedestrian access routes (TPAR). DKS Associates will provide the community outreach efforts for the project including providing graphic exhibits and other necessary material for an open house for stakeholders and interested parties.

### **ENGINEERING COST ESTIMATE**

Our design team includes DKS Associates, GeoPacific Engineering and ZTec Engineers. We do not anticipate the need to delineate any wetland areas and have not included an environmental firm to assist in the design. If needed, we will want to negotiate an amendment to our contract for this additional effort.

The engineering tasks as separated into three phases:

#### **Preliminary Engineering:**

Project Coordination & Management	\$ 20,000
Geotechnical & Structural, GeoPacific	28,000
ODOT Traffic Analysis, DKS	16,000
Traffic Signal Installation Request, DKS	5,800
Access Management Strategy, DKS	24,000
Public Involvement, DKS/CMI	<u>6,200</u>
<b>Subtotal</b>	<b>\$ 100,000</b>

Mr. Jerry Nelzen

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**Design Phase Engineering:**

Topography & Cross Section Surveys, ZTec	\$ 22,000
Roadway & Intersection Design (8 Sheets)	32,000
Stormwater Collection & Disposal (Combined)	12,000
Water System Design (5 Sheets)	15,000
Private Utilities (4 Sheets)	26,000
Erosion & Sediment Control Plan (2 sheets)	5,000
Signal Installation Plans (6 Sheets)	36,600
Signage & Striping Plan (13 Sheets)	32,000
Lighting Plan (6 Sheets)	24,700
TPDT, TPAR Plans (9 Sheets)	33,600
ODOT Communications (5 Sheets)	13,100
CAD Graphics & Specifications	18,000
Project Management & Administration	30,000
Estimates, Reviews, Permit & Approvals	<u>26,000</u>

**Design Phase Engineering \$326,000**

**Construction Phase Engineering**

Construction Staking, ZTec	\$ 40,000
Field Inspections, 42 weeks	85,000
Submittal Review/Shop Drawings	6,000
Project Management & Administration	25,000
Monumentation & Recording, ZTec	13,000
Record Drawings	<u>6,000</u>

**Construction Phase Total \$175,000**

Excluded from our design budget are the costs of plan review fees from DEQ and OHA, BOLI Fees and advertising fees, which will be billed directly to the City. Preliminary and Design Phase engineering will be invoiced based on a percent complete basis. Construction Phase engineering will be based on time and materials at standard hourly rates.

Mr. Jerry Nelzen

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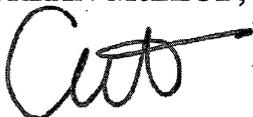
**PROJECT SCHEDULING:**

In total, the preliminary and design phase engineering should be completed within 32 weeks with the intention of soliciting bids at the first of the year. Construction can be completed in 2023.

We have attached a contract for your review and approval. Please let us know if you need anything additional or have questions.

Very truly yours,

**CURRAN-McLEOD, INC.**

A handwritten signature in black ink, appearing to read "Curt", with a long horizontal stroke extending to the right.

Curt J. McLeod, P.E

CC: Ms. Melissa Bissett, City of Canby

Enclosure: Canby Personal Services Agreement w/Exhibit A