

ORDINANCE NO. 1617

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH HARPER HOUF PETERSON RIGHELLIS FOR THE DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE CANBY AUBURN FARMS PARK DEVELOPMENT.

WHEREAS, the City of Canby requested three formal bids for professional services to complete engineering services for this project;

WHEREAS, Harper Houf Peterson Righellis Inc., was selected in the aforementioned process as a qualifying engineering firm;

WHEREAS, the City of Canby has approved funds for the Design and Construction Phase Engineering Services for the Canby Auburn Farms Park Development; and

WHEREAS, the City of Canby has budgeted expenditures for this work in FY 2023-2024.

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

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an agreement with Harper Houf Peterson Righellis Inc. for the amount of \$148,500.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, February 7, 2024, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, February 21, 2024, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.

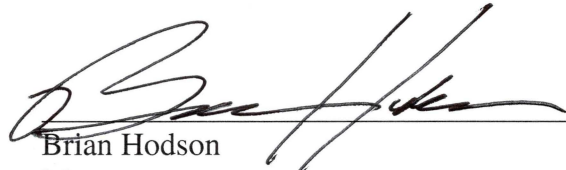


Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 21st day of February 2024, by the following vote:

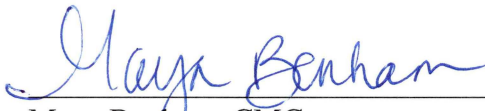
YEAS 6

NAYS 0



Brian Hodson
Mayor

ATTEST:



Maya Benham, CMC
City Recorder

AFFIDAVIT OF POSTING

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

I, Maya Benham, 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 7th day of February, 2024 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1617 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

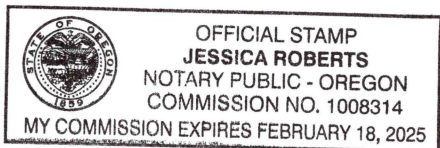
Thereafter, on the 8th day of February, 2024, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 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 21st day of February, 2024.

Maya Benham
Maya Benham, CMC
City Recorder

Subscribed and sworn to before me this 9 day of February, 2024.



Jessica Roberts
Notary Public for Oregon
My Commission Expires: 2-18-25

January 3, 2024

City of Canby Public Works

Attn: Jerry Nelzen
1470 NE Territorial Road
Canby, OR 97013

**RE: Auburn Farms Park – Canby, Oregon
Professional Services Proposal**

PROJECT UNDERSTANDING

Proposal to provide Professional Services for the construction of a 2.73 acre City park located at 2041 North Locust Street in Canby, Oregon. Anticipated professional services include project management, civil engineering, landscape architecture, survey, planning and structural engineering. Per the Park Master Plan, prepared by HHPR, park amenities are anticipated to be street frontage improvements, stormwater management, parking, prefabricated restrooms, playground equipment, benches, trash receptacles, landscaping, irrigation, walking paths, tennis court, basketball court and splash pad.

SCOPE OF SERVICES

HHPR will provide professional services as outlined in the following tasks:

Task 1: Topographic and Boundary Survey

Survey Tasks to include:

1. Complete survey and deed research for subject property.
2. Locate property boundary based upon available survey monuments, survey research, and deeds.
3. Locate easements based upon provided title report.
4. Prepare and submit One Call utility locate request to identify any existing subsurface utilities. One Call response time may be as much as 10 business days as allowed by law.
5. All field work to complete a topographic survey of the area shown on the Limits of Topographic Design Survey.
6. Survey information to include utilities disclosed by a standard public utility locate request and all existing visible above ground improvements and grades as needed to prepare a 1-foot contour interval base map.
7. Locate trees that are 6 inches and greater in DBH. Trees to be identified as coniferous or deciduous.
8. Prepare electronic topographic survey base map to include property boundary and easements.
9. Deliverables to include: AutoCAD 2024 C3D electronic drawing.

Survey Task Assumptions:

1. The site is accessible.
2. Client to provide current title report for the subject property. If unavailable, HHPR will obtain at cost plus 5%.
3. Horizontal datum will be local datum plane ground coordinates based on the Oregon Coordinate Reference System (OCRS) – Portland Zone, Reference Frame: NAD 83 (2011)(Epoch:2010.0000), International Feet.

4. Vertical datum will be NAVD 88 per static GPS OPUS solution.
5. Requests for additional information will be agreed upon prior to completion and will be considered additional services.
6. Estimated schedule is 7 to 10 weeks to provide final deliverables after notice to proceed. HHPR will notify the client if this schedule will exceed the above estimate.

Task 2: Land Use Planning

Land Use Planning Tasks to include:

1. Pre-application Conference - An HHPR land use planner will prepare a packet along with a comprehensive set of questions for submittal to the City of Canby for a pre-application conference.
2. Pre-application Conference Attendance – An HHPR land use planner and project engineer will attend the pre-application conference with the client to take notes and ask strategic questions regarding the proposed park project.
3. Review and Follow-up – Once the meeting has occurred, HHPR review the notes with the client and discuss a strategy for obtaining entitlements necessary to construct the park based on the site related information that was collected during the meeting.

Land Use Planning Task Assumptions:

1. Client to pay application fees. The current fee is \$720
2. Submittal to be based on existing site plan that has already been prepared

Task 3: Schematic Design SD (30%)

1. Prepare schematic design level (30%) plans that include the following:
 1. Existing Conditions Plan
 2. Site Demolition Plan
 3. Civil Site Plan
 4. Preliminary Site Grading Plan
 5. Preliminary Utility Plan
 6. Preliminary Planting Plan
 7. Preliminary Playground Plan
 8. Playground Equipment Cut Sheets
 9. Site Furnishing Cut Sheets
 10. Restroom Cut Sheet
 11. Splash Pad Cut Sheet
 12. Specifications List
 13. Preliminary Construction Cost Estimate
 14. Coordination Meeting (1 hour) – 2 people

Task 4: Design Development DD (60%)

HHPR will prepare design development level plans that include revisions to the schematic design plans, plus the following:

1. Curb Plan and Profile
2. Site Dimensioning Plan
3. Storm Sewer Plan
4. Sanitary Sewer Plan



5. Water Plan
6. Civil General Notes
7. Detailed Grading Plans including ramps and driveways
8. Signing and Striping Plan
9. Standard Details
10. Irrigation Plan
11. Planting Details
12. Irrigation Details
13. Playground Footing Plans and Details
14. Site Furnishing Plans and Details
15. Restroom Plans and Details
16. Splash Pad Plans and Details
17. Preliminary Specifications
18. Preliminary Stormwater Management Report
19. Updated Construction Cost Estimate
20. Coordination Meeting (1 hour) – 2 people

Task 5: Permitting (90%)

HHPR will prepare permit level plans that include revisions to the design development plans, plus the following:

1. HHPR will manage the submittal for Development Review
2. HHPR will manage and obtain a City of Canby Public Works Permit as required
3. HHPR will submit and obtain the DEQ 1200C permit as required
4. Review jurisdiction review comments and provide revisions and comment responses as required
5. Updated Specifications
6. Updated Stormwater Management Report
7. Updated Construction Cost Estimate
8. Coordination Meeting (1 hour) – 2 people

Task 6: Construction Documents CD (100%)

1. Stamped Construction Drawings
2. Stamped Final Specifications
3. Stamped Final Stormwater Management Report
4. Coordination Meeting (1 hour) – 2 people

Task 7: Construction Administration

1. Review contractor submittals
2. Review and answer contractor RFI's
3. Review contractor change order requests
4. Prepare punch list items
5. Prepare as-built drawings
6. Site visits and inspection reports (5)

DESIGN ASSUMPTIONS AND EXCLUSIONS

1. The following items are excluded from this scope and fee proposal, but can be provided as additional services, upon request:
 - a. Electrical engineering, plumbing engineering, mechanical engineering, architectural and arborist services



- b. Downstream storm sewer, water or sanitary sewer analysis
 - c. Offsite plant mitigation
 - d. Lighting design
 - e. Geotechnical engineering
 - f. Traffic engineering
 - g. Environmental engineering
 - h. Cultural resources – Archeological and Historical
 - i. Hazardous materials
2. The City will be responsible for paying for all permits and agency reviews.
 3. Any additional required permits or plan set checks outside of what is listed above in the "Scope of Services" will be considered additional services.
 4. The fee assumes that agency review can be completed within three reviews (1 initial review and 2 resubmittals).
 5. Miscellaneous utilities (gas, electrical, phone, fiber and cable) to be designed by others. HHPR will show on plans for coordination.
 6. Major changes to the site plan that affect grading or utilities are not anticipated, but will be considered additional services if design changes are required.
 7. Signing and striping plans can be completed with standard construction notes and details. The fee does not include traffic engineering.
 8. Mileage and printing are included in the fee.
 9. Fire hydrant testing fee shall be reimbursed as an expense.
 10. As installed documentation and warranty materials to be provided by contractor.
 11. It is assumed design for site buildings (restrooms, storage sheds, arbors, gazebos, ect), including associated foundations, will be vendor provided.
 12. It is assumed the design for the splash pad will be vendor provided.
 13. Stormwater management can be accomplished onsite and can be accomplished using NRCS soils data (groundwater depth and soil infiltration rates will be assumed).
 14. Fee does not include full time construction inspection. This proposal includes 5 site visits during construction for general observation. Full time inspection can provided as an additional service upon request.
 15. As-built drawings will be prepared based on redline mark ups provided by the construction contractor.
 16. Structural engineering is limited to review of deferred submittals for foundations and footings.
 17. Assumed Public Works improvements are limited to curb, sidewalk, street trees and driveways.
 18. Specifications will be in CSI format.

FEE

Based upon the Project Understanding, Scope of Services, Assumptions and the attached Exhibit A Standard Terms and Conditions, Harper Houf Peterson Righellis Inc. proposes to be compensated on a time and material basis with a not to exceed amount of **\$148,500**.

Task 1: Topographic and Boundary Survey	\$ 9,000
Task 2: Land Use Planning	\$ 2,000
Task 3: Schematic Design SD (30%)	\$ 22,500
Task 4: Design Development DD (60%)	\$ 42,500



Task 5: Permitting (90%)	\$ 33,500
Task 6: Construction Documents CD (100%)	\$ 18,000
Task 7: Construction Administration	\$ 21,000

Total: \$ 148,500

AGREEMENT

If we have in any way misinterpreted the scope of work, we ask to have the opportunity to amend this proposal accordingly.

Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. Harper Houf Peterson Righellis Inc. will bill monthly for the work completed in accordance with the attached 2023 Standard Billing Rates. Client and HHPR agree to be bound to the standard terms and conditions observable in "Exhibit A".

If this proposal meets with your approval, please sign in the space provided and return a signed copy.
ACCEPTANCE AND AUTHORIZATION

BY: *Eileen Stevi*

TITLE: *City Administrator*

DATE: *3-27-24*

