

RESOLUTION NO. URR 08-005

A RESOLUTION APPROVING A CONTRACT BETWEEN CANBY URBAN RENEWAL AGENCY AND CURRAN-MCLEOD, INC. CONSULTING ENGINEERS TO PROVIDE DESIGN, ENGINEERING AND CONSTRUCTION MANAGEMENT OF DOWNTOWN CANBY PARKING LOT AND 2ND AVE REDEVELOPMENT.

WHEREAS, the Canby Urban Renewal Agency has approved \$1,750,000 to fund the Parking Lot / 2nd Avenue Redevelopment project known as Project Popcorn; and

WHEREAS, Curran McLeod, as the City appointed engineer has provided initial design services for the Parking Lot/NE 2nd Ave Redevelopment; and

NOW THEREFORE, IT IS HEREBY RESOLVED by the Canby Urban Renewal Agency to authorize a Personal Services Agreement with Curran McLeod. A copy of the Personal Services Agreement is attached hereto as Exhibit "A" and by this reference incorporated herein.

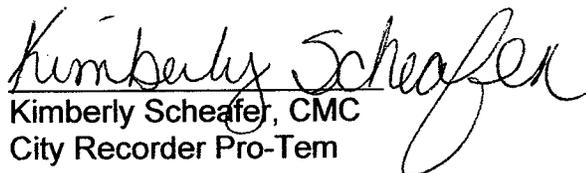
This Resolution shall take effect on July 16, 2008.

ADOPTED this 16th day of July, 2008, by the Canby Urban Renewal Agency.



Anthony Helbling, Chairman
Canby Urban Renewal Agency

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro-Tem

**CANBY URBAN RENEWAL AGENCY
NE 2nd AVENUE STREET & PARKING IMPROVEMENTS
PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is between the CANBY URBAN RENEWAL AGENCY (Agency) and CURRAN-McLEOD, INC, CONSULTING ENGINEERS (Contractor).

- A. Agency 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 Agency 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" Curran-McLeod, Inc. correspondence dated June 3, 2008 and attached hereto.
- 2. Contractor Identification. Contractor shall furnish to Agency its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as Agency deems applicable. Contractor understands it is required to obtain a City of Canby business license for conducting business with the Agency.
- 3. Compensation:
 - A. Agency agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$80,000 is the not to exceed price of this contract, without prior written approval from the Agency.
 - B. Agency agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the Agency may be withheld pending settlement.
 - C. Design Phase Services are to be billed monthly as a percent complete. Construction Phase services are to be bill hourly in accordance with the attached Standard Hourly Rate Schedule, noted as Exhibit "B".

- D. Agency 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 Agency 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 Agency, or any partnership or corporation in which an Agency 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 Agency. Agency, 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 applicable OSHA regulations and requirements.
6. Work is Property of Agency. All work performed by Contractor under this Agreement shall be the property of the Agency. Agency agrees that the Contractor may use its work in other assignments if all Agency 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. Agency, 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 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 Agency's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.
9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. General Liability - \$1,000,000.00 combined single limit, bodily injury/property damage, including automobile coverage for any vehicle used in the work.
 - B. Professional liability – errors and omissions - \$1,000,000.00, combined single limit, bodily injury/property damage.

The Agency shall be named as an additional named insured, as available, on all required policies. The Agency may require current copies of insurance certificates for all policies in place during the project. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.
10. Legal Expense. In the event legal action is brought by Agency 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 therefrom.
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, 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.

AGENCY:

Catherine Comer, Economic Development Manager
CANBY URBAN RENEWAL AGENCY
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR:

Curt J. McLeod, P.E., Principal
CURRAN-McLEOD, INC.
6655 SW Hampton, Suite 210
Portland, OR 97223

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

CONTRACTOR:

CANBY URBAN RENEWAL AGENCY:

By:

Curt J. McLeod

By:

Mark Adcock

Date:

6.18.08

Date:

7/22/08

Approved as to form
JAC

June 3, 2008

**CURRAN-McLEOD, INC.
CONSULTING ENGINEERS**

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

Ms. Catherine Comer
City of Canby
182 N. Holly Street
Canby, OR 97013

**RE: CITY OF CANBY
NE 2nd AVENUE IMPROVEMENTS**

Dear Catherine:

We have completed all preliminary work on the NE 2nd Avenue street improvements and parking facilities project and have herein summarized remaining tasks, estimated costs and schedules needed to meet the anticipated Spring 2009 completion dates.

NE 2nd AVENUE IMPROVEMENTS

The proposed design has salvaged the existing curb and sidewalk along the westerly block of the Thriftway site, and has proposed street scape improvements for the remaining area to match the downtown design with curb bump-outs, brick sidewalk liners, mid block raised crossings and ornamental lighting.

Utility needs are minimal because the area is already effectively served. Sanitary sewers are located in the alley between 2nd and 3rd so do not impact the street. No water system improvements are proposed. The storm drainage system has very limited capacity so the proposed design has incorporated a detention system to minimize discharge flow rates.

New electrical and irrigation systems will be required for the street trees and landscape areas. These street lights are not required to be metered, however, if the City elects to meter the lights, the power supply can be used for the clock and any other accent lighting. The new landscape irrigation lines may be able to be fed from the existing irrigation system on NW 2nd Avenue, and delete the need for a new water meter and irrigation controller.

There are no land use actions required to proceed with the street project, so design and construction can proceed anytime. The total cost of the street improvement project is estimated at \$530,000, including engineering, contingencies and an estimate of \$15,000 for electrical improvements whether that be to Canby Utility or to a private firm. This total is approximately 12% higher than the estimates the City prepared last year.

Design tasks can be completed in 10 - 12 weeks, concurrently with the parking facility. The bid and construction process is anticipated to take 20 to 24 weeks.

PARKING FACILITY IMPROVEMENTS

The parking improvements have designated 140 total spaces within the three private tax lots and the existing NE 2nd Avenue right-of-way that falls within the lot. The preliminary design includes nearly the maximum number of allowed compact spaces, each designed with 8'6" by 18' stalls. Six handicapped spaces are anticipated to be located on the street along the 2nd Avenue frontage and are not included in the parking inventory. This permits easy handicapped access and minimizes pedestrian route conflicts. Landscape requirements satisfy both the required minimum 10% of the area and the minimum 50 square feet per stall requirement.

The required 28 bike spaces are anticipated to be provided off the parking lot site and included in the street scape design. We anticipate this can be satisfied with four multiple staple racks located along the front of the cinema building. We anticipate covered bicycle parking areas, if required, can be either adjacent to the cinema building or have stand alone covers.

The parking facility design includes a traffic circle that will permit eastbound 2nd Avenue traffic to u-turn, which will provide an easy traffic movement for pedestrian drop-off at the cinema. A secondary access has also been incorporated to connect with NE 3rd Avenue, and will be in alignment with the existing N. Knott Street.

The parking facility will require a separate lighting and irrigation system. The City has indicated they will be installing a new meter to serve the street lighting on 2nd Avenue, so the parking lot lights can also be served by that meter. It would be reasonable that the MOU between the Agency and the cinema development include a provision to require that a water supply and space for an agency supplied irrigation controller be provided by the cinema facility to avoid a new water service, electrical supply, enclosure and all associated fees.

The design and construction scheduling for the parking area is complicated by the needed land use action and re-plat process to partition the existing tax lot. This process should be a simple lot line adjustment at the City level but will require re-platting for the County approval. This process will likely take several months but can proceed concurrently with design of the improvements.

Additionally, a Phase II environmental review must be completed and any remediation completed prior to construction. We understand this process is currently underway, and based on the Phase I results, we do not anticipate any substantial delays for this effort.

Total project costs are estimated at \$385,000 which is approximately higher than the earlier estimates, but includes approximately 30 percent greater area and number of spaces. The lot line adjustment efforts and design package for the parking improvements can be completed in 10 - 12 weeks, concurrently with the street improvements.

PROJECT COST ESTIMATES

The estimates prepared last year totaled \$1,605,380 for all tasks including land acquisition. Of this cost, \$751,000 was identified for construction related tasks.

The current project costs are estimated at \$1,763,035 including the \$915,000 for construction related tasks. Detailed breakdowns of each construction project are attached, and summarized as follows:

NE 2nd Avenue Improvements:

Construction Cost	\$425,100
Engineering Services	47,000
Contingencies	42,900
Electrical System Improvements	<u>15,000</u>
Total Street Project Cost	<u>\$530,000</u>

Parking Facility Improvements:

Construction Cost	\$305,000
Engineering Services	33,000
Contingencies	32,000
Electrical System Improvements	<u>15,000</u>
Total Parking Project Cost	<u>\$ 385,000</u>

Total Cost per Parking Stall **\$2,750**

The cost of the parking facility is greater than the estimate last year, however, the area and number of stalls is substantially higher also. The estimate prepared last year anticipated approximately 110 spaces, whereas the current design provides 140 spaces. The estimated cost per space of \$2,750 is only 6% greater than the \$2,600 estimated last year.

ENGINEERING COST ESTIMATES:

The engineering expenses for all remaining tasks are estimated as follows:

TASK	NE 2 ND AVENUE	PARKING FACILITY	TOTAL COST
LAND USE ACTIONS:			
LLA / Plat Preparation	---	\$4,000	\$4,000.00
DESIGN PHASE:			
Research/coordination	\$2,500	2,000	4,500
Surveys (Battilega)	---	1,200	1,200
Street & Utility designs	14,600	7,600	22,200
CAD Graphics	4,600	3,000	7,600
Specification/Contracts	3,000	2,000	5,000
Printing / Approvals	1,800	1,200	3,000
SUBTOTAL	\$26,500	\$17,000	\$43,500
Construction Phase	\$20,500	\$12,000	\$32,500
TOTAL	\$47,000	\$33,000	\$80,000

The engineering fees do not include permit fees, advertisement fees or recording costs. We anticipate the Agency will incur approximately \$400 in publication fees, and \$1,600 for the Clackamas County plat review and recording fees for the parking area. The street project may impact more than one acre and trigger a DEQ 1200C permit. If so, this fee is \$795.

The engineering fees include all survey costs, and contract administration through completion of the project. Additionally, the lot line adjustment work includes additional boundary survey work on Tax Lot 4000 that contains the existing Thriftway store, and anticipates replatting the store site and parking lot area.

Ms. Catherine Comer
June 3, 2008
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PROJECT SCHEDULING:

The schedule to complete all engineering efforts is estimated to take approximately twelve months without accelerating any efforts. The following is a tentative schedule of anticipated tasks:

Land Purchase & Remediation	June - October 2008
Lot Line Adjustment	July - September 2008
Engineering Design	August - October 2008
Permits and approvals	November - December 2008
Solicit Construction Bids	January - February 2009
Complete Construction	March - July 2009

Enclosed with this letter are costs estimates for both the street and sidewalk improvements, and a draft engineering contract for Agency review. Please let me know if you need anything additional at this juncture of the project.

Very truly yours,

CURRAN-McLEOD, INC.



Curt J. McLeod, PE

enclosures

NE 2nd Avenue - Village at Canby Station
 STREET IMPROVEMENT COST ESTIMATE
 N Ivy Street to N Knott Street

Item No.	Description	Quantity	Unit	Unit Price	Total
A. Site Preparation					
A.1	Mobilization	All	Lump Sum	\$30,000.00	\$30,000.00
A.2	Temporary Protection & Direction of Traffic	All	LS	4,000.00	4,000.00
A.3	Erosion Control	All	LS	1,000.00	1,000.00
A.4	Clearing & Grubbing	All	LS	2,500.00	2,500.00
A.5	Common Excavation	2,500	CY	12.00	30,000.00
A.6	Subgrade/ Trench Stabilization	50	CY	25.00	1,250.00
A.7	Sawcut Pavement	400	LF	1.50	600.00
Subtotal					69,350.00
B. Paving and Surfacing					
B.1	1"-0" Crushed Rock (10" deep)	4,100	SY	9.00	36,900.00
B.2	Type "C" Concrete Curb	850	LF	12.00	10,200.00
B.3	6" Scored Concrete Driveway w/ WWF	70	SY	65.00	4,550.00
B.4	6" Scored Concrete w/ WWF & Brick Liner	180	SY	100.00	18,000.00
B.5	4" Scored Concrete Sidewalk	1,300	SY	60.00	78,000.00
B.6	Sand Set Brick Sidewalk Liner	280	SY	100.00	28,000.00
B.7	Detectable Warning (ADA Ramp)	4	Each	400.00	1,600.00
B.8	½" Dense Mix Asphalt Pavement	820	Tons	75.00	61,500.00
B.9	Pavement Striping	All	LS	5,000.00	5,000.00
B.10	Site Restoration / Landscaping / Trenching	All	LS	20,000.00	20,000.00
B.11	Street Trees / Tree Grates / Planters	12	EA	1,000.00	12,000.00
B.12	Bike Racks / Garbage Cans	8	EA	800.00	6,400.00
Subtotal					282,150.00
C. Storm Drainage					
C.1	36" Diameter HDPE Detention Pipe including Trench Excavation & Crushed Rock Backfill	500	LF	60.00	30,000.00
C.2	12" Diameter HDPE Pipe including Trench Excavation & Crushed Rock Backfill	200	LF	35.00	7,000.00
C.3	48"Diameter Standard Manhole, All Depths	2	Each	2,500.00	5,000.00
C.4	Type G-2 Catch Basins	8	Each	1,200.00	9,600.00
Subtotal					51,600.00
D. Utilities					
D.1	Excavate and Install Street Light	10	Each	2,200.00	22,000.00
Subtotal					22,000.00
TOTAL CONSTRUCTION COST					425,100.00

**NE 2nd Avenue - Village at Canby Station
PARKING FACILITY COST ESTIMATE**

Item No.	Description	Quantity	Unit	Unit Price	Total
A. Site Preparation					
A.1	Mobilization	All	Lump Sum	\$10,000	\$10,000
A.2	Temporary Protection & Direction of Traffic	All	LS	500.00	500
A.3	Erosion Control	All	LS	500.00	500
A.4	Clearing & Grubbing	All	LS	2,500.00	2,500
A.5	Common Excavation	2,500	CY	10.00	25,000
A.6	Drywell Reconditioning	All	LS	2,000.00	2,000
A.7	Sawcut Pavement	100	LF	2.00	200
A.8	Signs and Posts	4	Each	250.00	1,000
A.10	Site Fencing	820	LF	30.00	24,600
Subtotal					66,300.00
B. Paving and Surfacing					
B.1	1"-0" Crushed Rock (10" deep)	5,600	SY	9.00	\$50,400
B.2	Type "C" Concrete Curb	2,400	LF	12.00	28,800
B.3	6" Concrete Driveway w/ WWF	120	SY	55.00	6,600
B.4	4" Concrete sidewalk w/ Leveling Rock	270	SY	50.00	13,500
B.5	Detectable Warning Cast-in-Place Tile (ADA Ramp)	6	Each	400.00	2,400
B.6	½" Dense Mix Asphalt Pavement (3" depth)	950	Tons	80.00	76,000
B.7	Site Landscaping, Irrigation, trenching	All	LS	15,000.00	15,000
B.8	Parking Lot Striping, paint	All	LS	3,000.00	3,000
Subtotal					\$195,700
C. Storm Drainage					
C.1	Water Quality Swales	All	LS	15,000.00	\$15,000
Subtotal					\$15,000
D. Utilities					
D.1	Excavate and Install Street Lights	10	Each	2,200.00	\$22,000
D.3	Service Pedestal	1	Each	3,000.00	3,000
D.4	Meter Base	1	Each	3,000.00	3,000
Subtotal					\$28,000
TOTAL CONSTRUCTION COST					\$305,000

STANDARD HOURLY RATES

Effective June 1, 2008

Senior Principal Engineer	\$ 124.00
Principal Engineer/Manager	114.00
Project Engineer/Manager	104.00
Design Engineer	104.00
Design Technician	72.00
Graphics Technician	56.00
Word Processing	50.00
Resident Project Representative	65.00

REIMBURSABLE EXPENSES

Reproduction expenses are at cost.

Travel expenses reimbursed at 50.5¢ per mile.

Per diem expense at cost.