



**AGENDA  
CANBY CITY COUNCIL  
WORK SESSION – 6:00 PM  
REGULAR MEETING – 7:00 PM**

**August 2, 2023**

**Hybrid/Virtual Meeting/Council Chambers  
Council Chambers - 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor**

**Register here to attend the meetings virtually:**

[https://us06web.zoom.us/webinar/register/WN\\_6Lw-My0GRFqQkFeOVWbiwA](https://us06web.zoom.us/webinar/register/WN_6Lw-My0GRFqQkFeOVWbiwA)

***The meetings can be viewed on YouTube:***

<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

For questions regarding programming, please contact:

**Willamette Falls Studio (503) 650-0275; [media@wfmstudios.org](mailto:media@wfmstudios.org)**

Mayor Brian Hodson

Councilor Christopher Bangs

Councilor James Davis

Council President Traci Hensley

Councilor Herman Maldonado

Councilor Jason Padden

Councilor Shawn Varwig

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**WORK SESSION – 6:00 PM**

- 1. CALL TO ORDER**
- 2. AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATIONS UPDATE**
- 3. ADJOURN**

Pg. 1

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**REGULAR MEETING – 7:00 PM**

- 1. CALL TO ORDER**
  - a. Invocation
  - b. Pledge of Allegiance
- 2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** This is an opportunity for audience members to address the City Council on items not on the agenda. If you are attending in person, please complete a testimony/comment card prior to speaking and hand it to the City Recorder. Each person will be given 3 minutes to speak. Staff and the City Council will make every effort to respond to questions raised during citizens input before the meeting ends or as quickly as possible thereafter. **\*\*\*If you would like to speak virtually, please email or call the City Recorder by 4:30 pm on August 2, 2023**

with your name, the topic you'd like to speak on and contact information: [benhamm@canbyoregon.gov](mailto:benhamm@canbyoregon.gov) or call 503-266-0720. Once your information is received, you will be sent instructions to speak.

3. **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 May 17, 2023 Special Called City Council Minutes. Pg. 14
    - b. Approval of May 17, 2023 City Council Regular Minutes. Pg. 15
    - c. Appointment of Member Jake Hill to the Canby Utility Board for a term ending February 29, 2024. Pg. 20
    - d. Appointment of Member James Simnitt to the Parks and Recreation Advisory Board for a term ending June 30, 2026. Pg. 24
  
  4. **ORDINANCES**
    - a. Consider **Ordinance No. 1607:** An Ordinance Authorizing the Interim City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10<sup>th</sup> Avenue from N. Locust Street to N. Pine Street. (*First Reading*) Pg. 29
    - b. Consider **Ordinance No. 1608:** An Ordinance Authorizing the Interim City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$90,000 for design and construction phase engineering services for realignment of N. Pine Street at NE 4<sup>th</sup> Avenue. (*First Reading*) Pg. 47
  
  5. **OLD BUSINESS**
    - a. City Administrator & City Attorney Recruitment
  
  6. **MAYOR'S BUSINESS**
  
  7. **COUNCILOR COMMENTS & LIAISON REPORTS**
  
  8. **INTERIM CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS**
  
  9. **CITIZEN INPUT**
  
  10. **ACTION REVIEW**
  
  11. **ADJOURN**
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\*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 Maya Benham at 503-266-0720. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).



## CITY COUNCIL WORK SESSION STAFF REPORT

Meeting Date: 8/2/2023

To: The Honorable Mayor Hodson & City Council  
Thru: Eileen Stein, Interim City Administrator  
From: Eileen Stein, Interim City Administrator  
Agenda Item: American Rescue Plan Act (ARPA) Allocations Update  
Goal: Promote Financial Stability  
Objective: Use ARPA Funds to recover loss and build for the future

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### **Summary**

Receive a secondary presentation and make decisions on the allocation of American Rescue Plan Act (ARPA) dollars for City and community projects.

### **Background**

H.R. 1319 known as the American Rescue Plan Act, or “ARPA”, was signed into law on March 11, 2021. This \$1.9 trillion federal bill was passed to support recovery efforts in response to the ongoing COVID-19 pandemic. Of this total funding package, \$362 billion was provided to help states, territories, counties, cities, and tribal governments cover increased expenditures, replenish lost revenue, and to mitigate economic impacts from the COVID-19 pandemic. All cities, including Canby, received direct funding allocations through this legislation. Canby received a total allocation of \$3,982,965.

Earlier U.S. Department of Treasury guidance for use of these funds was fairly restrictive and limited to very specific uses. However, updated guidance now allows for broader categories of use, giving the City of Canby greater opportunity to allocate these funds toward various needs. Two key timelines/deadlines for use of these funds:

1. December 2024 – All funds must be obligated (allocated/committed).
2. December 2026 – All funding and projects concluded must be spent.

### **Discussion**

Council previously discussed and allocated the use of a relatively small portion of its available ARPA funds. However, a substantial amount of Canby’s allocation remains available for various uses and must be obligated by December 2024 and spent by December 2026. Of the \$3,982,965 received, \$34,681 was previously reported for items such as ADA doors at public restrooms, personal protective equipment, and glass shields at customer counters. A total of \$263,000 was committed for a behavioral health specialist (\$163,000) and an emergency management plan (\$100,000). This leaves \$3,685,284 available for appropriation to projects.

In March 2023, a work session was scheduled and staff proposed spending ARPA dollars in the following areas:

- Proposed Projects – General Fund       \$1,654,944
- Proposed Projects – Public Works       \$1,901,000
- Proposed Projects – Fire District 62     \$129,340

This work session was not held due to other priorities.

On July 5, 2023, the Council met to review the preliminary list of allocations. Staff presented a list showing the Original Proposed Allocation and a list of Possible Re-Appropriations based on several factors including project overages, a desire to fund components of the logging trail bridge project, a review of the need for the project or item, new information about projects, and/or alternative funding sources for them. During that meeting, the Council also considered requests from Canby Fire and Canby Utility for appropriations.

Of the \$3.685 million balance available, the Council seemed most interested in funding the overage for the Community Park (\$350,000), and the requests by the Canby Adult Center (\$500,000), Canby Utility Board (\$210,000) and Canby Fire (\$129,000). However, more information was needed about the C 800 radio project before it was known whether the City and Canby Fire needed the full amount of its request. Also during that meeting, the Council committed to trying to preserve enough appropriation to make some level of investment in the logging trail bridge project.

The City has since received a request from Clackamas County Event Center for \$1 million for its new Multipurpose Building. The Council may recall this building was lost during a snowstorm several years ago and the CCF&EC has regularly erected a tent in the same location. The multipurpose building would replace the tent and create an additional permanent space at the Fairgrounds for events. The event center is certainly an economic driver for business in Canby and would enable CCF&EC to host larger events year-round and no doubt would drive more business to downtown, gas stations and shopping centers. The current cost estimate for the building is \$16 million and to date the Fair has raised \$10 million. An appropriation of \$1 million of City ARPA funds would be a contribution to the project. The project has received funding commitments from legislators and is under the same timelines for construction as is the City.

Also, since the July 5<sup>th</sup> work session, staff have received additional input from the City’s auditors about what ARPA dollars can and can’t be used for. Specifically, in May of 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of ARPA funds and then in April 2022 the Final rule was revised, allowing more flexibility in the use of funds. One of the new additional expenditure categories is “capital expenditures” which allows the City to invest in more capital expenditures, but requires written justifications that address “the harm to be addressed, why capital expenditure is appropriate, and a comparison against at least two alternative expenditures”. The last revision allows more flexible spending in “government services” which are “any service traditionally provided by a government” though there are still restrictions to be considered. What this essentially means is that any project on the list is eligible for ARPA funding with the added condition that any project more than \$1 million must be reported with additional detail.

Staff is seeking Council direction for use of the City of Canby’s remaining balance of ARPA funding allocation.

**Attachments**

- List of Original Projects, Revised Appropriations and Proposed Project Funding
- Clackamas County Event Center Information
- ARPA Presentation

	Original Appropriation	Possible Reappropriation Available	Not Available	Proposed
<b>General Fund</b>				
C 800 - Police	58,000	0	58,000	58,000
Car Cameras - Police	207,632	207,632		207,632
Body Cameras - Police	185,715	185,715		185,715
Business Resiliency Fund - Ec Dev	400,000	400,000		150,000
Automated Material Handling - Library	194,153	194,153		
Community Assessment Project - Library	18,000	18,000		18,000
Canby Adult Center - Admin	500,000	0	500,000	500,000
Technology Upgrades - Admin and Police	91,444	91,444		
	<b>1,654,944</b>			<b>1,119,347</b>
<b>Public Works</b>				
Community Park (Overage) - GF Contribution	0	0	350,000	342,805
Community Park Sewer & Water	110,000	110,000		
Fuel Station	500,000	500,000		
Loop Primary Power	30,000	30,000		
Loop Water Main	30,000	30,000		
34th Lift Station to WWTP	225,000	225,000		
Solar Charging Stations (2)	6,000	6,000		6,000
S. Walnut St. Infrastructure	1,000,000	1,000,000		
Logging Trail Improvements				1,867,792
	<b>1,901,000</b>			<b>2,216,597</b>
<b>Fire Station 62</b>				
C 800 Contribution	93,000	0	93,000	93,000
Water Line/Hydrant Relocation	36,340	0	36,340	36,340
	<b>129,340</b>			<b>129,340</b>
<b>Canby Utility Board</b>				
Hydrant Replacement				90,000
Water Mains Looping				130,000
				<b>220,000</b>
<b>Total All Projects</b>	<b>3,685,284</b>	<b>2,997,944</b>	<b>1,037,340</b>	<b>3,685,284</b>

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**From:** Brian Crow <brianc@ccfairevents.com>  
**Sent:** Thursday, July 13, 2023 1:11 PM  
**To:** Eileen Stein <steine@canbyoregon.gov>  
**Subject:** Hello! I'm glad you're here!

Welcome to Canby!

Has the City allocated all of the ARPA money it has? If not, I would like to request that the Event Center be considered for \$1 million to help with our new multipurpose building. Design estimates are around \$16 million and we currently have \$10 million in the bank.

There is no doubt that the event center is a huge economic driver for business in Canby and with the new facility giving us the opportunity to host larger events year-round, driving even more business to downtown, gas stations, shopping centers and will increase the amount of transient occupancy taxes the city will collect. For example, during the concert series we had July 1 and 2, 10.5% of concertgoers ate at a local restaurant before the show. 2.9% went shopping in Canby.

I would be happy to come present to the City Council, if that is easier, but I thought that you might be interested in participating in the process, since you know us so well. I have attached two architectural renderings of the building. Nobody outside our team has had an opportunity to view these yet. It's so exciting to watch this plan come to fruition and I am more excited to see the positive impacts that will come to the community as a result.

Thank you for your consideration,

Brian

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**Brian Crow**  
Executive Director

Clackamas County Fair and Event Center

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 503-266-1136  
 [brianc@ccfairevents.com](mailto:brianc@ccfairevents.com)  
 [clackamascountyfair.com](http://clackamascountyfair.com)  
 694 NE 4th Ave, Canby, OR 97013  
[Book time with Brian](#)





# ARPA

## American Rescue Plan Act

August 2, 2023 | Canby City Council Work Session

# ARPA Fund Balance

Description	Amount
Total ARPA funds received	\$3,982,965
Expenditures - Reported	(34,681)
Expenditures - Committed	(263,000)
<b>Balance of ARPA funds</b>	<b>\$3,685,284</b>

# Proposed Projects - General Fund

Project	Amount
C800 - Police	\$58,000
Car Cameras - Police	207,632
Body Cameras - Police	185,715
Business Resiliency fund - Economic Development	150,000
Community Assessment Project - Library	18,000
Canby Adult Center - Admin	500,000
<b>Sub-total in General Fund</b>	<b>\$1,119,347</b>

# Proposed Projects - Public Works

Project	Amount
Community Park sewer & water line - Parks	\$342,805
(2X) Solar Charging Stations - Public Works	\$6,000
Logging Trail Bridge Painting	\$1,867,792
<b>Sub-total in Public Works</b>	<b>\$2,216,597</b>

# Fire District 62 - Funding Requests

- ▶ Fire District 62 is requesting ARPA funds from the city of Canby

Project	Amount
C800 - Fire	\$93,000
Water Line - Fire	36,340
<b>Total Request</b>	<b>\$129,340</b>

# Canby Utility Board- Funding Requests

- ▶ Canby Utility Board is requesting ARPA funds from the city of Canby

Project	Amount
Hydrants (9X)	\$90,000
Water Line - 1000'	130,000
<b>Total Request</b>	<b>\$220,000</b>

# ARPA Fund Balance - Proposed

Description	Amount
<b>Total ARPA funds received</b>	<b>\$3,982,965</b>
Expenditures - Reported	34,681
Expenditures - Committed	263,000
<b>Balance of ARPA funds</b>	<b>3,685,284</b>
Proposed projects - General Fund	\$1,119,347
Proposed projects - Public Works	\$2,216,597
Fire District Request	\$129,340
Canby Utility Board Request	\$220,000
<b>Balance of ARPA funds</b>	<b>\$0</b>

**CANBY CITY COUNCIL  
SPECIAL CALLED COUNCIL MEETING MINUTES  
May 17, 2023**

**PRESIDING:** Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, James Davis, Jason Padden, and Shawn Varwig.

**COUNCIL ABSENT:** Christopher Bangs and Herman Maldonado.

**STAFF PRESENT:** Joseph Lindsay, City Attorney, and Maya Benham, City Recorder.

**CALL TO ORDER:** Mayor Hodson called the Special Called Meeting to order at 6:31 p.m. in the Council Chambers.

Appointment of Interim City Administrator – Mayor Hodson explained the process and how he recommended Eileen Stein for Interim City Administrator.

**\*\*Council President Hensley moved to appoint Eileen Stein as Interim City Administrator. Motion was seconded by Councilor Varwig and passed 4-0.**

The meeting was adjourned at 6:32 p.m.

Maya Benham  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes - Susan Wood

**CANBY CITY COUNCIL  
REGULAR MEETING MINUTES  
May 17, 2023**

**PRESIDING:** Brian Hodson

**COUNCIL PRESENT:** Traci Hensley, James Davis, Jason Padden, and Shawn Varwig,

**COUNCIL ABSENT:** Christopher Bangs and Herman Maldonado.

**STAFF PRESENT:** Eileen Stein, Interim City Administrator; Joseph Lindsay, City Attorney/Assistant City Administrator; Maya Benham, City Recorder; Jorge Tro, Police Chief; and Don Hardy, Planning Director.

**CALL TO ORDER:** Mayor Hodson called the Regular Meeting to order at 7:01 p.m. in the Council Chambers. He introduced new Interim City Administrator Eileen Stein.

**PROCLAMATIONS:**

Public Works Week – Mayor Hodson read the proclamation declaring May 21-27, 2023 as Public Works Week and presented it to Public Works Supervisor Jeff Snyder.

National Police Week – Mayor Hodson read the proclamation declaring May 14-20, 2023 as National Police Week and presented it to Police Chief Tro.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:**

Paul Ylvisaker, Canby resident, discussed the core values and goals of Canby School District and the City Council and the discrimination and harassment caused by the high school fireworks. He thought the fireworks needed to end.

Councilor Varwig noted the fireworks were no longer happening because of the re-turfing of the fields.

Greg Perez, Canby resident, spoke about community concerns regarding the City's work environment and loss of employees, City Attorney as the Assistant City Administrator, and employees working at home instead of on premises.

**CONSENT AGENDA: \*\*Council President Hensley moved to approve the consent agenda that included the minutes of the March 1, 2023 Joint Planning Commission and City Council Work Session and Regular City Council meeting and the approval of the Off Premises OLCC Application for King's Farm to Table located at 241 NW 2<sup>nd</sup> Avenue. Motion was seconded by Councilor Varwig and passed 4-0.**

## RESOLUTIONS & ORDINANCES:

Resolution 1382 – Joe Lindsay, City Attorney/Assistant City Administrator, explained the Parks and Recreation Advisory Board was forwarding the revised Park Naming Policy for Council approval.

**\*\*Councilor Davis moved to approve Resolution 1382, A RESOLUTION ADOPTING THE REVISED DRAFT PARK NAMING POLICY. Motion was seconded by Councilor Varwig and passed 4-0.**

Resolution 1383 – Mr. Lindsay discussed the methodology in the franchise agreement for rate increases.

Kris Wright and Josh Brown of Canby Disposal said they were asking for the annual rate increase, which was a 6.5% increase.

There was discussion regarding mitigating interruptions in service, need for better customer service and credit adjustments, safety, programs like Shred It Day, and franchise agreement review.

Councilor Padden suggested initiating a review of their operation plans with the City and the applicant submitting a written contingency plan, providing better telephone pickup service, complaint log, government liaison, setting up a performance hearing, customer service survey, quarterly and annual reports to the City, and having one Clean Up Day per calendar year.

**\*\*Councilor Davis moved to approve Resolution 1383, A RESOLUTION AUTHORIZING A RATE INCREASE AND ESTABLISHING A NEW RATE SCHEDULE FOR GARBAGE COLLECTION BY CANBY DISPOSAL WITHIN THE CITY OF CANBY. Motion was seconded by Councilor Padden and passed 4-0.**

Resolution 1384 – Mayor Hodson said the Council held a Work Session to discuss the goals and priorities for this year.

Councilor Davis suggested adding bi-monthly financial reports to Goal 1.

**\*\*Councilor Varwig moved to approve Resolution 1384, A RESOLUTION ADOPTING THE UPDATED CITY COUNCIL GOALS AND PRIORITIES as amended. Motion was seconded by Councilor Padden and passed 4-0.**

Ordinance 1598 – Todd Wood, Transit and Fleet Director, explained the changes to the contract with First Transit.

**\*\*Council President Hensley moved to approve Ordinance 1598, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO AMEND THE**

**CONTRACT WITH FIRST TRANSIT, INC. OF CINCINNATI, OHIO, INCREASING SERVICE HOURS TO EXPAND THE CANBY LOOP AND PROVIDE BOTH FIRST AND SECOND LIABILITY INSURANCE. Motion was seconded by Councilor Varwig and passed 4-0 by roll call vote.**

Ordinance 1599 – Mr. Lindsay said he was unable to get the detailed price, but the cost was increasing 7% for inflation and 9% for liability.

**\*\*Councilor Padden moved to approve Ordinance 1599, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXPEND PAYMENT TO CITY COUNTY INSURANCE SERVICES (CIS) IN AN AMOUNT NOT TO EXCEED \$500,000 FOR LIABILITY INSURANCE COVERAGE FOR FISCAL YEAR 2023-2024. Motion was seconded by Councilor Varwig and passed 4-0 by roll call vote.**

Ordinance 1600 – Mr. Lindsay said if there were less claims than usual, they would get a discount next year.

**\*\*Council President Hensley moved to approve Ordinance 1600, AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXPEND PAYMENT TO SAIF CORPORATION IN THE AMOUNT NOT TO EXCEED \$94,274.00 FOR WORKERS COMP COVERAGE FOR FISCAL YEAR 2023-2024. Motion was seconded by Councilor Varwig and passed 4-0 by roll call vote.**

Ordinance 1601 – Mr. Lindsay said staff was pleased with this janitorial service and would like to extend the service for another six months. During that time, they would go out for a full RFP for a longer term contract.

**\*\*Councilor Padden moved to approve Ordinance 1601, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A SIX (6) MONTH SERVICE AGREEMENT WITH JANI-KING FOR \$52,860 to come up for second reading on June 7, 2023. Motion was seconded by Council President Hensley and passed 4-0 on first reading.**

Ordinance 1602 – Mr. Lindsay explained the procurement process, and how the City would continue with the services from DirectLink.

**\*\*Councilor Varwig moved to approve Ordinance 1602, AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A 60 MONTH AGREEMENT WITH DIRECTLINK FOR THE CITY OF CANBY to come up for second reading on June 7, 2023. Motion was seconded by Councilor Davis and passed 4-0 on first reading.**

## **NEW BUSINESS:**

Discussion Regarding Sole Source Outdoor Fitness Court – Mr. Lindsay said this was the sport court proposal that came before Council a few months ago. He discussed public contracting law and asked if Council wanted staff to research if this was a sole source vs. RFP process.

There was consensus to bring back the justification for sole source to the next Council meeting.

Discussion Regarding City Administrator Position Recruitment Process – Mayor Hodson listed the options for the recruitment process. He recommended getting quotes for an outside firm.

There was consensus to move forward with an outside firm.

**MAYOR’S BUSINESS:** Mayor Hodson reported on the Clackamas County Coordinating Committee Retreat, Memorial Day Ceremony on May 29, Comprehensive Plan update meetings, Dragonberry Produce expansion, Saturday Farmers Market, and summer events.

**COUNCILOR COMMENTS & LIAISON REPORTS:** Councilor Davis said three Fire Board members had been reelected and the Fire Levy had passed. He discussed fire officer testing, emergency operations exercise on May 22, Adult Center remodel and Mother’s Day Lunch, parks projects for next fiscal year’s budget, athletic field facility, and new Chamber Director.

Councilor Varwig attended the Dragonberry Produce tour and dinner.

Council President Hensley discussed the Traffic Safety Commission recommendation coming to the Council. After the Memorial Day Ceremony, there would be a chicken dinner at the Legion.

Councilor Padden reported on the School Board meeting and school activities, Canby Utility Board meeting, and future idea for a Memorial Day Parade.

**CITY ADMINISTRATOR’S BUSINESS & STAFF REPORTS:** Mr. Lindsay said the first Budget Committee meeting would be held tomorrow. Eileen Stein, Interim City Administrator, thanked the Council for the appointment.

Councilor Padden discussed traffic complaints in the staff reports as well as helping the Finance Department catch up.

## **CITIZEN INPUT:**

There was none.

## **ACTION REVIEW:**

1. Approved the Consent Agenda.
2. Approved Resolutions 1382, 1383, and 1384
3. Adopted Ordinances 1598, 1599, and 1600.
4. Approved Ordinances 1601 and 1602 to second readings on June 7, 2023.
5. Directed staff to bring back information on sole source.
6. Approved staff to begin the City Administrator recruitment process.

The meeting was adjourned at 8:51 p.m.

Maya Benham  
City Recorder

Brian Hodson  
Mayor

Assisted with Preparation of Minutes - Susan Wood

DRAFT



## CITY COUNCIL STAFF REPORT

Meeting Date: 8/2/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Maya Benham, City Recorder

Agenda Item: Canby Utility Board Appointment

Goal: Enhance Engagement & Communications that represents broad perspectives

Objective: N/A

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### **Summary**

Member Bob Hill resigned from the Canby Utility Board on June 14, 2023. This resignation created a vacancy on the Canby Utility Board and was advertised on the City's website. Mr. Hill's term was set to expire February 29, 2024.

Chair Thompson, Mayor Hodson, and Councilor Padden interviewed Mr. Jake Hill on July 20, 2023. After conducting an interview, it was unanimously recommended that Mr. Jake Hill be appointed to the Canby Utility Board with the term ending February 29, 2024.

### **Background**

The Canby Utility Board was established in the [City Charter Chapter X, Section 4](#). The Board has exclusive jurisdiction, control and management of the Electric Department and all of its operations and facilities. The Board is made up of five members who serve three year terms and no member may serve more than two successive terms. The Canby City Charter explains that members are appointed by the Mayor and confirmed by a majority of the Canby City Council.

### **Attachments**

Jake Hill's Application

### **Fiscal Impact**

None

### **Options**

1. Appoint Jake Hill to the Canby Utility Board.
2. Take no action.

### **Proposed Motion**

"I move to approve the appointment of Jake Hill on the Canby Utility Board for a term ending February 29, 2024."

## EMPLOYMENT APPLICATION



City of Canby  
222 NE 2nd Ave

Canby, Oregon - 97013  
<http://www.canbyoregon.gov> (<http://www.canbyoregon.gov>)  
Hill, Jake  
Committee, Board, Commission Member

Received: 7/9/23, 11:26 AM

For Official Use Only:

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

Experience

Training

Other: \_\_\_\_\_

## PERSONAL INFORMATION

<b>POSITION TITLE:</b> Committee, Board, Commission Member	<b>Job Number:</b> VOL - 2022
<b>NAME:</b> (Last, First, Middle) Hill, Jake	<b>PERSON ID:</b> [REDACTED]
<b>ADDRESS:</b> (Street, City, State, Zip Code) [REDACTED] Canby, OR 97013	
<b>HOME PHONE:</b> [REDACTED]	
<b>EMAIL ADDRESS:</b> [REDACTED]	<b>NOTIFICATION PREFERENCE:</b> Email

## PREFERENCES

<b>SHIFTS YOU WILL ACCEPT:</b> Evening
<b>WHAT TYPE OF JOB ARE YOU LOOKING FOR?</b> Regular
<b>TYPES OF WORK YOU WILL ACCEPT:</b> Part Time
<b>OBJECTIVE:</b> Consideration of the role of Canby Utility Board Member I hope you find my resume qualifies me for consideration and that my successful track record of 27 years of experience in the construction industry, leadership, and project management is beneficial to the Canby Utility Board as master planning and capitol improvement plans are developed and executed.

**Agency - Wide Questions**

Nothing Entered For This Section

**Job Specific Supplemental Questions**

- If employed, who is your employer and what is your position?**  
OEG, Inc.- Vice President- oeg.us.com  
Hilltop Construction Management - Owner
- Which Board, Commission, or Committee are you applying to serve on?**  
CANBY UTILITY BOARD
- What are your community interests (committees, organizations, special activities)?**  
I'm returning to the community and currently, not on any committees or organizations. I am interested in helping Canby continue to develop, and feel my skill set is most applicable to the Utility Board. My wife and I are Oregonians and returning from a brief time working elsewhere and we are excited to return to Clackamas county and make our home in Canby. I grew up in Oregon city and know the region well
- What are your major interests or concerns in the City's programs?**  
My home is Canby and my interest as a citizen of this community is in volunteering my expertise and time where its best used for continued responsible development.

**5. Why are you interested in this volunteer position?**

My years of experience in the construction industry, leadership, and project management may be beneficial to the Canby Utility Board as master planning and capitol improvement plans are developed and executed.

**6. Please share your experience and educational background.**

Highschool at Gladstone High, vocational training for 5 years with IBEW, Licensed Oregon Electrician. I have worked for a large local electrical contractor for 27 years and I have a broad experience of positions including my current position as Vice President. I also own a Construction management consulting business

**7. Please list any other City or County positions on which you serve or have served.**

None.

**8. If you were referred by someone, please list.**

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

**Additional Information for Employment Applications:**

I understand this application does not represent a contract for employment. I understand that an acceptance of an offer for employment does not create a contractual obligation upon the City of Canby to continue to employ me for any period of time in the future. I understand that no representative from the City has any authority to enter into any special agreement with me to promise and/or guarantee my employment for any specific time period or to promise me a promotion or transfer, etc. either prior to commencement of employment or after I have become employed, or to assure me of any benefits or terms and conditions of employment, or to make any agreement contrary to the aforementioned.

I hereby represent that each answer to questions incorporated into this application and all other information otherwise furnished by me shall be true, complete, and correct. I understand that incorrect, incomplete, false or misleading statement/answer/information furnished by me either verbally, or in writing will subject my application to disqualification from further consideration and/or if already employed by the City, when the aforementioned is detected, I will be subject to discipline up to and including discharge, for falsifying a City record/document, regardless of how much time has elapsed since the date I was employed. In the event that I am employed by the City, I agree to comply with all its orders, rules, regulations, safety policies, and performance standards. Upon hire, I will provide proof as required on the US Government, I-9 form that I am legally eligible for employment in the United States. If I cannot provide such proof in accordance with Federal Law, I understand that my employment will be terminated.

I have read and understand all of the provisions of this acknowledgement. By signing this application, I hold the City of Canby harmless for any result of the City questioning the references provided in this application. If I am selected for further consideration, I hereby authorize and release from liability all former employers, landlords, educational institutions, law enforcement agencies, and/or other government agencies to provide/release information regarding my employment, education, criminal conviction record, credit history, driver's license violations and motor vehicle records, which may be in their possession to the City of Canby and/or its agents. I understand that I will not receive and am not entitled to know the contents of confidential reports received, and I further understand that these reports may be privileged. An offer of employment is conditional upon a background investigation, and if relevant, a pre-employment medical exam and drug screen test (safety sensitive positions).

**EQUAL EMPLOYMENT OPPORTUNITY:** We are an Equal Opportunity/Affirmative Action Employer. We are dedicated to a policy of nondiscrimination in employment on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, status as a parent, national origin, age, or mental and/or physical disability.

**BACKGROUND:** Finalists for City jobs must successfully pass a background investigation and may be required to pass a pre-employment medical exam as a final condition of the job offer. Finalists for safety sensitive positions must also successfully pass a pre-employment drug-screening test.

**PROBATIONARY PERIOD:** New employees or employees changing job positions will be considered Trial service employees for at least six (6) months before attaining regular status.

**IMMIGRATION LAW:** In accordance with the Immigration Reform and Control Act of 1986 (IRCA), all newly hired employees will be required to complete and sign an Employment Eligibility Verification Form and present documentation verifying identity and employment eligibility.

10/20

This application was submitted by Hill, Jake

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



## CITY COUNCIL STAFF REPORT

Meeting Date: 8/2/2023

To: The Honorable Mayor Hodson & City Council  
Thru: Eileen Stein, Interim City Administrator  
From: Maya Benham, City Recorder  
Agenda Item: Parks and Recreation Advisory Board Appointment  
Goal: N/A  
Objective: N/A

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### **Summary**

Mark Triebwasser resigned from the [Parks and Recreation Advisory Board](#) creating a vacancy. A Parks and Recreation Advisory Board position was advertised and two applicants were received and interviews were conducted.

Chair Barry Johnson, and Staff Liaison Ryan Potter held interviews on Tuesday, July 25, 2023.

### **Background**

The City has [11 various Boards, Commissions and Committees](#): Bike and Pedestrian Committee, Budget Committee, Canby Utility Board, Heritage and Landmark Commission, Library Board, Parks and Recreation Advisory Board, Planning Commission, Public Transit Advisory Committee, Traffic Safety Commission, Urban Renewal Agency and the Urban Renewal Budget Committee. Each Board, Commission and Committee has members that are appointed by the City Council and the term lengths are established through the Canby City Charter or the City Code.

### **Discussion**

Mark Triebwasser's term was set to expire on June 30, 2026. Chair Barry Johnson, and Staff Liaison Ryan Potter recommend appointing James Simnitt to the Parks and Recreation Advisory Board.

### **Attachments**

James Simnitt's Application  
Andrew Hale's Application

### **Fiscal Impact**

None

### **Options**

1. Appoint James Simnitt to the Parks and Recreation Advisory Board.
2. Take no action.

### **Proposed Motion**

"I move to approve the appointment of James Simnitt to the Parks and Recreation Advisory Board with a term expiring June 30, 2026."

**EMPLOYMENT APPLICATION**

	<p><b>City of Canby</b>                  222 NE 2nd Ave</p> <p>Canby, Oregon - 97013  <a href="http://www.canbyoregon.gov">http://www.canbyoregon.gov</a> (<a href="http://www.canbyoregon.gov">http://www.canbyoregon.gov</a>)                  Simnitt, James, P                  Parks &amp; Recreation Advisory Board Member</p>	<p><b>Received: 7/13/23, 9:31 PM</b>  <b>For Official Use Only:</b>                  QUAL: _____                  DNQ: _____  <input type="checkbox"/> Experience  <input type="checkbox"/> Training  <input type="checkbox"/> Other: _____</p>
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**PERSONAL INFORMATION**

<p><b>POSITION TITLE:</b>                  Parks &amp; Recreation Advisory Board Member</p>	<p><b>Job Number:</b>                  2022-PRV</p>
<p><b>NAME:</b> (Last, First, Middle)                  Simnitt, James, P</p>	<p><b>PERSON ID:</b>                  [REDACTED]</p>
<p><b>ADDRESS:</b> (Street, City, State, Zip Code)                  [REDACTED]                  Canby, OR 97013</p>	
<p><b>HOME PHONE:</b>                  [REDACTED]</p>	
<p><b>EMAIL ADDRESS:</b>                  [REDACTED]</p>	<p><b>NOTIFICATION PREFERENCE:</b>                  Email</p>

**PREFERENCES**

<p><b>SHIFTS YOU WILL ACCEPT:</b></p>
<p><b>WHAT TYPE OF JOB ARE YOU LOOKING FOR?</b></p>
<p><b>TYPES OF WORK YOU WILL ACCEPT:</b></p>
<p><b>OBJECTIVE:</b>                  Volunteer</p>

**Agency - Wide Questions**

Nothing Entered For This Section

**Job Specific Supplemental Questions**

- What are your community interests (committees, organizations, special activities)?**  
Parks & Recreation
- What are your major interests or concerns in the City's programs?**  
Livability for families
- Why are you interested in this volunteer position?**  
Parks and Rec help make Canby an inviting and livable city for growing families
- Please share your experience and educational background.**  
Local business owner  
BS Horticulture from OSU
- Please list any other City or County positions on which you serve or have served.**  
NA
- If you were referred by someone, please list.**

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

**Additional Information for Employment Applications:**

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10/20

This application was submitted by Simnitt, James, P

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## EMPLOYMENT APPLICATION



City of Canby  
222 NE 2nd Ave

Canby, Oregon - 97013  
<http://www.canbyoregon.gov> (<http://www.canbyoregon.gov>)  
 Hale, Andrew  
 Parks & Recreation Advisory Board Member

Received: 7/1/23, 7:51 PM

For Official Use Only:

QUAL: \_\_\_\_\_

DNQ: \_\_\_\_\_

Experience

Training

Other: \_\_\_\_\_

## PERSONAL INFORMATION

<b>POSITION TITLE:</b> Parks & Recreation Advisory Board Member	<b>Job Number:</b> 2022-PRV
<b>NAME:</b> (Last, First, Middle) Hale, Andrew	<b>PERSON ID:</b> [REDACTED]
<b>ADDRESS:</b> (Street, City, State, Zip Code) [REDACTED] Canby, OR 97013	
<b>EMAIL ADDRESS:</b> [REDACTED]	<b>NOTIFICATION PREFERENCE:</b> Email

## PREFERENCES

<b>SHIFTS YOU WILL ACCEPT:</b>
<b>WHAT TYPE OF JOB ARE YOU LOOKING FOR?</b>
<b>TYPES OF WORK YOU WILL ACCEPT:</b>
<b>OBJECTIVE:</b> I'm applying for the open Canby Park and Recreation Advisory board position.

**Agency - Wide Questions**

Nothing Entered For This Section

**Job Specific Supplemental Questions**

- What are your community interests (committees, organizations, special activities)?**  
Parks and outdoor activities.
- What are your major interests or concerns in the City's programs?**  
There is a lack of facilities, activities and staff dedicated to parks and recreation.
- Why are you interested in this volunteer position?**  
I would like to take an active role in the City Park and Recreation advisory board.
- Please share your experience and educational background.**  
I regularly work with teams on improvement projects and problem solving activities as part of my job as Quality Manager.
- Please list any other City or County positions on which you serve or have served.**  
Elected member of CAPRD since 2017.
- If you were referred by someone, please list.**  
N/A

By clicking the Accept & Submit button, I hereby certify that every statement I have made in this application is true and complete to the best of my knowledge.

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10/20

This application was submitted by Hale, Andrew

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



## CITY COUNCIL STAFF REPORT

Meeting Date: 8/2/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Curt McLeod, CURRAN-MCLEOD, Inc

Agenda Item: Consider Ordinance No. 1607: An Ordinance Authorizing the Interim City Administrator to execute a contract with Curran-McLeod, Inc. in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10<sup>th</sup> Avenue from N. Locust Street to N. Pine Street. (*First Reading*)

Goal: N/A

Objective: N/A

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### **Summary**

This Ordinance is to approve the engineering contract with Curran-McLeod, Inc. in the amount of \$159,000 for design and construction phase engineering for street improvements to NE 10<sup>th</sup> Avenue, from N Locust Street to N Pine Street. Improvements will include a curb and sidewalk on both sides of the road, widening and overlay of the existing travel lanes, and associated utilities.

### **Background**

This project has been listed in the Transportation System Plans since 1994 and has been delayed due to funding. The most recent TSP in 2010 and the System Development Charge in 2013 included this project as a pedestrian improvement to complete the sidewalk construction.

The current Transportation SDC (2013) included an estimate of \$830,000 for improvements from Holly Street to Pine Street. Adjusting to 2023 dollars equates to \$1,167,000. For full street improvements from Locust to Pine Streets, the City has budgeted \$1.9 million for FY 23-24.

### **Discussion**

The existing right-of-way width on NE 10<sup>th</sup> Avenue is 40 feet wide. To construct the typical Neighborhood Route cross section detailed in the TSP, the right-of-way width would need to be 50 feet wide. The typical section includes two 10-foot travel lanes, two 8-foot parking spaces, and two 6' sidewalks. A neighborhood route does not require a separate bike lane.

In 2010 the City began securing easements from adjoining property owners to expand the existing 40-foot right-of-way to accommodate on-street parking. To date the City has secured approximately half of the easements desired. The City has offered each property owner the option of on-street parking if they provide the easement. In the absence of easements, the improvements will still include full width travel lanes centered within the existing right-of-way, however, the section will not include on-street parking without the easement.

## **Attachments**

Ordinance No. 1607

Personal Services Contract with CURRAN-McLEOD, INC.

## **Fiscal Impact**

This project is budgeted at \$1.9 million for FY 23-24 and is funded by Transportation System Development Charge Improvement and Reimbursement fees.

## **Options**

1. Approve the project.
2. Postpone the project.

## **Recommendation**

That the City of Canby approve Ordinance 1607 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC., in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10<sup>th</sup> Avenue from N Locust Street to n Pine Street.

## **Proposed Motion**

“I move to approve Ordinance 1607 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC. in the amount of \$159,000 for design and construction phase engineering services for improvements to NE 10<sup>th</sup> Avenue from N Locust Street to N Pine Street to a second reading on August 16, 2023.”

**ORDINANCE NO. 1607**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC IN THE AMOUNT OF \$159,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR IMPROVEMENTS TO NE 10<sup>TH</sup> AVENUE FROM N. LOCUST STREET TO N. PINE STREET.**

**WHEREAS**, the City of Canby seeks to improve NE 10<sup>th</sup> Avenue from N. Locust Street to N. Pine Street;

**WHEREAS**, the City of Canby went through a competitive process to hire Curran-McLeod, Inc. Consulting Engineers as engineer of record, and Curran-McLeod, Inc. has been involved with all preliminary planning of NE 10<sup>th</sup> Avenue including this project; and

**WHEREAS**, the City of Canby desires to secure a cost effective contract for the requisite engineering services for this integral service.

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

**Section 1.** The Interim 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 CURRAN-MCLEOD, INC. for engineering services in an amount not to exceed \$159,000 for improvements to NE 10<sup>th</sup> Avenue from N. Locust Street to N. Pine Street.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 2, 2023 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 16, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Maya Benham,  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the Wednesday August 16, 2023, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Maya Benham,  
City Recorder

**CITY OF CANBY**  
**NE 10<sup>th</sup> AVENUE LOCUST TO PINE STREET IMPROVEMENTS**  
**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 improve NE 10<sup>th</sup> Avenue from N Locust Street to N Pine Street 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 June 19, 2023, 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 benchmarks 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 inspect 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-Seven Thousand and No/100 Dollars (\$87,000)

### **Construction Engineering:**

- Seventy-Two Thousand and No/100 Dollars (\$72,000)

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 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 on 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 with a copy of survey notes establishing benchmarks 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 Eighteen (18) 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 a 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

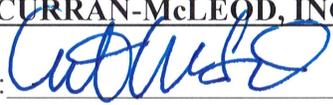
days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- 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 a 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 in 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: 
NAME: _____	NAME: <u>CURT McLEOD</u>
TITLE: _____	TITLE: <u>PRINCIPAL</u>
DATE: _____	DATE: <u>6.19.23</u>

**EXHIBIT A**

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS  
6655 S.W. HAMPTON STREET, SUITE 210  
PORTLAND, OREGON 97223

June 19, 2023

Mr. Dave Conner  
City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013

**RE: CITY OF CANBY  
NE 10<sup>th</sup> AVENUE IMPROVEMENTS  
ENGINEERING WORK SCOPE**

Dear Dave:

We have reviewed the work required to improve NE 10<sup>th</sup> Avenue, from Locust to Pine Street, which is anticipated to be funded in FY 23-24. A portion of this project was designed in 2015, including street improvements from Locust Street to N Maple Street, although that work was suspended before completing the design. The work scope in this proposal letter includes updating those plans as well as continuing east to Pine Street.

NE 10<sup>th</sup> Avenue is a Neighborhood Route in the TSP. A neighborhood route is intended to be 36-foot wide and include 10-foot travel lanes and 8-foot parking on both sides. Neighborhood Routes do not have dedicated bike lanes. The TSP standard cross section calls for planter strips and 6-foot sidewalks. In total the right-of-way would need to be 62 feet wide to meet the TSP requirements.

Due to limited ROW, the improvements are proposed to be reduced to include two 10-foot travel lanes, 8-foot parking on both sides, with a curb-tight 6' sidewalk. This would require a minimum of a 50-foot ROW.

The existing right-of-way on NE 10<sup>th</sup> Avenue is typically 40 feet so additional easements are required to implement the 50-foot cross section. Any property that has been subdivided was required to dedicate an additional 10 feet, so these areas do not need easements. In total, forty-six easements are required, and the City has already secured 23 of them.

Property owners have been presented the option of having on-street parking if they provide the easement, or no on-street parking if they do not. In either case, the improvements will include curb and 6-foot curb-tight sidewalks. The travel lanes can be centered on the original 40-foot ROW, but the curb lines will jog to provide the on-street parking where easements have been secured. This will require the parking bays to slope towards the street and the drainage to follow a valley gutter concept.

The scope of this proposed work consists of full street reconstruction to include storm drainage, curb & gutter, 6' sidewalks on both sides between N. Locust Street and N. Pine Street, with a total length of approximately 2,400 lineal feet.

Storm water improvements will be required as part of the street improvements and will include additional drywells. We have included new cleanouts for the sewer laterals to relocate them behind the new curb. The City needs to confirm whether additional sanitary sewer improvements are needed before paving, including lateral replacement or new lateral installations.

We will coordinate with Canby Utility and the private utility providers to determine if they need improvements in this reach.

**Construction Cost Estimate:**

The current cost is estimated at \$2,100,000 for full street reconstruction with curb & gutter, including storm drainage improvements with curb inlet basins, pollution control manholes, and four drywells, new sanitary sewer cleanouts, and an allowance for private utility trenching and lighting. This includes a contingency of approximately \$255,000.

**Engineering Cost Estimate:**

Total engineering costs are estimated at slightly less than 10%. Following is an estimate of engineering costs to prepare plans & specifications, solicit bids, and administer the construction contract:

*Design Phase Engineering*

Research, Field Surveys	\$ 15,000
Roadway & Sidewalk Design	20,000
Public/Private Utilities	22,000
Graphics, 14 sheets	20,000
Easement Assistance	6,000
Contract Documents	<u>4,000</u>
Design Phase Total	\$87,000

*Construction Phase Engineering*

Bid Procedure	\$ 5,000
Construction Staking	20,000
Contract Administration	15,000
Inspection, (est 160 hours)	28,000
As Built & Project Closeout	<u>4,000</u>
Construction Phase Total	\$72,000

Mr. Dave Conner  
June 19, 2023  
Page 3

The scope of engineering does not include the advertisement, BOLI Public Works Fee, compaction, or geotechnical testing. These costs are estimated at \$7,500 and will be paid as part of the project contingency included in the estimates.

**Project Schedule:**

We anticipate preparing a form letter for the City to contact the property owners where easements are needed. These property owners should have one last offer of on-street parking in exchange for donating their easement. Once the final contacts are complete, the final design can be completed for soliciting bids in early spring of 2024. The project could be accelerated if the City desires to bid the work this fall.

We have enclosed a draft engineering contract for your review and approval. If you would like any revisions or have any questions, please call.

Sincerely,

**CURRAN-McLEOD, INC.**



Curt McLeod, PE  
Project Engineer

Enclosures: Construction Cost Estimate  
Draft Engineering Contract

# STANDARD HOURLY RATES

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Effective July 1, 2022

Senior Principal Engineer	\$ 165.00
Principal Engineer	155.00
Project Engineer/Manager	145.00
Design Engineer/Sr. Design Tech	120.00
Design Technician/Inspector	90.00
Graphics Technician	80.00
Word Processing	70.00
Sub-Consultants	At Cost

# REIMBURSABLE EXPENSES

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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.



## CITY COUNCIL STAFF REPORT

Meeting Date: 8/2/2023

To: The Honorable Mayor Hodson & City Council

Thru: Eileen Stein, Interim City Administrator

From: Curt McLeod, CURRAN-MCLEOD, Inc

Agenda Item: Consider Ordinance No. 1608 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC. in the amount of \$90,000 for design and construction phase engineering services for realignment of N Pine Street at NE 4<sup>th</sup> Avenue. *(First Reading)*

Goal: N/A

Objective: N/A

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### **Summary**

This Ordinance is to approve the engineering contract with CURRAN-McLEOD, INC. in the amount of \$90,000 for design and construction phase engineering for realignment of N Pine Street at NE 4<sup>th</sup> Avenue. This project is intended to reduce congestion of the Pine Street and Highway 99E intersection.

### **Background**

This project is listed in the Transportation System Plan as project L3 to improve the intersection congestion at N Pine and NE 4<sup>th</sup> Avenue. In recent years, the City added a stop sign to the southbound SE 4<sup>th</sup> Avenue traffic at the Pine Street intersection adjacent to the railroad to reduce traffic conflicts and reduce traffic delays.

The City has met and discussed realignment of the N Pine Street and NE 4<sup>th</sup> Avenue intersection with the impacted property owners several times over the past decade. In our most recent meeting, the property owners were supportive of exploring realignment options.

### **Discussion**

The goal of the project would be to provide separation between the railroad and the N Pine Street/NE 4<sup>th</sup> Ave intersection to improve traffic movement. Additionally, the project needs to maintain the viability of the existing businesses and provide for future industrial development of the impacted lot.

The project will primarily impact two light industrial zoned tax lots owned by the same property owner. Most of the realigned roadway will cross their undeveloped tax lot. This lot is paved and currently provides an abundance of parking area for their adjacent developed lot, which has the Auto Max of Oregon business. Once the roadway is realigned, a separate lot would be created, and the existing N Pine Street alignment can be vacated to partially replace the area required for the realignment.

The realignment will also have minor impacts on the Canby Depot Museum property although it will not impact the building or parking area.

The portion of N Pine Street northeast of NE 4<sup>th</sup> Avenue and adjacent to the railroad is a City street. Once N Pine Street turns to the north and continues to Territorial Road, it is under County jurisdiction. The proposed realignment will all be on the City's street section, and the street improvements will extend to the connection with the County road, a total of approximately 350 feet.

This project will abut the Clackamas County Event Center but will have no impact on their property.

### **Attachments**

Ordinance Number 1608

Personal Services Contract with CURRAN-McLEOD, INC.

### **Fiscal Impact**

This project is budgeted at \$850,000 for FY 23-24 and is funded by Transportation System Development Charge Improvement fees.

### **Options**

1. Approve the project.
2. Postpone the project.

### **Recommendation**

That the City of Canby approve Ordinance 1608 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC., in the amount of \$90,000 for design and construction phase engineering services for realignment of N Pine Street at NE 4<sup>th</sup> Avenue.

### **Proposed Motion**

"I move to approve Ordinance 1608 authorizing the Interim City Administrator to execute a contract with CURRAN-McLEOD, INC. in the amount of \$90,000 for design and construction phase engineering services for realignment of N Pine Street at NE 4<sup>th</sup> Avenue to a second reading on August 16, 2023."

**ORDINANCE NO. 1608**

**AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CURRAN-MCLEOD, INC IN THE AMOUNT OF \$90,000 FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR REALIGNMENT OF N. PINE STREET AT NE 4<sup>TH</sup> AVENUE.**

**WHEREAS**, the City of Canby seeks to improve N. Pine Street at NE 4<sup>th</sup> Avenue;

**WHEREAS**, the City of Canby went through a competitive process to hire Curran-McLeod, Inc. Consulting Engineers as engineer of record, and Curran-McLeod, Inc. has been involved with all preliminary planning of N. Pine Street including this project; and

**WHEREAS**, the City of Canby desires to secure a cost effective contract for the requisite engineering services for this integral service.

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

**Section 1.** The Interim 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 CURRAN-MCLEOD, INC. for engineering services in an amount not to exceed \$90,000 for improvements to N. Pine Street at NE 4<sup>th</sup> Avenue.

**SUBMITTED** to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, August 2, 2023 ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, August 16, 2023 commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2<sup>nd</sup> Avenue, 1<sup>st</sup> Floor Canby, Oregon.

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Maya Benham,  
City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the Wednesday August 16, 2023, by the following vote:

YEAS \_\_\_\_\_

NAYS \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Maya Benham,  
City Recorder

**CITY OF CANBY  
N PINE STREET & NE 4<sup>th</sup> AVENUE RELOCATION  
AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 realign N Pine Street where it connects to NE4th Avenue to relocate the intersection further from Highway 99E, 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 June 20, 2023, 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 benchmarks 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 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 inspect 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:**

- Fifty-Four Thousand and No/100 Dollars (\$54,000)

### **Construction Engineering:**

- Thirty-Six Thousand and No/100 Dollars (\$36,000)

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 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 on 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 with a copy of survey notes establishing benchmarks 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 Eighteen (18) 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 a 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 a 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 in 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 authority 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>JULY 21, 2023</u>

June 20, 2023

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

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

Mr. Dave Conner  
City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013

**RE: CITY OF CANBY  
N PINE STREET - NE 4<sup>th</sup> AVENUE REALIGNMENT  
ENGINEERING WORK SCOPE**

Dear Dave:

We have reviewed the work required to realign N Pine Street to provide more separation to the intersection with Highway 99E, to reduce congestion at the intersection. We have discussed this project with the property owners on this route, and believe an alternative route is feasible although a challenge. The realignment needs to avoid impacting operation of the Canby Depot museum, avoid encroaching into the Clackamas County Event Center property, and minimize impacts to the adjacent industrial properties.

The challenges for this realignment include avoiding impacts to the Event Center while also avoiding impact to the existing power pole located at the NE corner of the Depot site. The pole has primary power and a transformer supporting the adjacent buildings. The centerline radius for this collector will need to be approximately 50-foot to be able to access NE 4<sup>th</sup> Avenue close to perpendicular, and we are not able to provide the minimum tangent length to the point of curvature. However, the roadway alignment will function acceptably and will improve the congestion and safety of the area.

All the impacted properties are zoned as light industrial. The TSP has identified this route as a future collector ultimately crossing the railroad and connecting to Otto Road. This current phase of the work will include realignment of a collector street that reconnects to the existing Pine Street alignment, immediately east of the auto body shop. The realignment would include approximately 450 feet of new roadway.

Per the TSP, a collector street includes two 11-foot travel lanes, optional 8-foot on-street parking, 5' – 6' bike lanes, and 6' – 8' sidewalks. Minimum cross section with parking would be 48-foot curb-to-curb, within a minimum 62-foot right-of-way. To minimize the ROW needed for this realignment, and to minimize traffic congestion, we recommend no on-street parking be included in this design. The minimum curb-to-curb dimension can be reduced to 34 feet, and minimum right-of-way with 5' curb tight sidewalks would be 46 feet.

We anticipate the realignment will impact three properties before reconnecting to the existing 40-foot right of way on N Pine Street. Currently NE 4<sup>th</sup> Avenue ROW extends east beyond the current NE 4<sup>th</sup> Avenue street improvements, extending to the eastern boundary of the Event Center. To connect this to the new alignment will require securing ROW from three properties: 3 1E 31DA Tax Lots 502 (Depot property) and 600 (Autobody parking), and 3 1E 33AD Tax Lot 1701 (Autobody).

Mr. Dave Conner  
June 20, 2023  
Page 2

This alignment is shown on the attached sketch and will reconnect to and retain the existing alignment at the curve onto the existing north-south section of Pine Street. This minimizes any impacts to the property to the east and avoids impacting any County roads. Pine Street is only a county road on the north-south section. The connection to NE 4<sup>th</sup> Ave is City jurisdiction. The work scope will include removing the existing roadway section.

The scope of this proposed work consists of securing right-of-way, constructing 450 feet of full street improvements to include storm drainage, curb & gutter, 5' sidewalks on the North side and sidewalks only from NE 4<sup>th</sup> Ave to the Depot on the south side, and street lighting. The sanitary sewer from N Pine street will need to extend to the new alignment and serve the adjacent auto body building and potentially the Depot. We anticipate the property owner will request this service stub as a condition of approval for the ROW.

There is a large diameter waterline in the existing N Pine Street ROW that will require retaining an easement in the vacation area. This line will limit the available area for commercial development and may eliminate the benefit to the Autobody property entirely. If that is the case, the City would need to purchase the required dedication and potentially purchase the remnant parking area SW of the new roadway.

If the City ultimately does purchase the ROW and parking area, that would eliminate the need to partition the property.

**Construction Cost Estimate:**

The total project cost is estimated at \$690,000 for the 450-foot construction as shown on the attached estimate. This includes a contingency of approximately \$100,000.

**Engineering Cost Estimate:**

Following is an estimate of engineering costs to secure the properties, prepare plans & specifications, solicit bids, and administer the construction contract:

<i>Design Phase Engineering</i>	
Research, Field Surveys	\$ 8,000
ROW Acquisition Documents	6,000
Roadway & Sidewalk Design	10,000
Public/Private Utilities	8,000
Graphics, 8 sheets	10,000
Partition/Vacation/Recording	8,000
Contract Documents	<u>4,000</u>
Design Phase Total	\$54,000

Mr. Dave Conner  
June 20, 2023  
Page 3

*Construction Phase Engineering*

Bid Procedure	\$ 4,000
Construction Staking	10,000
Contract Administration	8,000
Inspection, (est 80 hours)	10,000
As Built & Project Closeout	<u>4,000</u>
Construction Phase Total	\$36,000

To create the new right of way may require a planning department approval of a partition of Tax Lot 600 (Autobody parking lot), dedicating ROW from the Tax Lot 502 (Depot lot) and Tax Lot 601 (Autobody), installing new property irons, and last, recording the new lot lines.

The scope of engineering does not include the bid advertisement, BOLI Public Works Fee, planning department partition or vacation fees, County partition fees, recording costs, and geotechnical testing. These costs are estimated at \$12,000 - \$15,000 and will be paid as part of the project contingency or line item listed in the estimate.

**Project Schedule:**

The design for the realignment will be dependent upon securing the right-of-way and planning department approval for the partition and vacation. Once the ROW is secured, the final design can be completed in 60 days for soliciting bids in early 2024 and construction completion in 2024.

We have enclosed a contract for the City's review and approval. Please call if you have questions or concerns.

Sincerely,

**CURRAN-McLEOD, INC.**



Curt McLeod, PE  
Project Engineer

Enclosures: Construction Cost Estimate  
Alignment Sketch  
Draft Engineering Contract

# STANDARD HOURLY RATES

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Effective July 1, 2022

Senior Principal Engineer	\$ 165.00
Principal Engineer	155.00
Project Engineer/Manager	145.00
Design Engineer/Sr. Design Tech	120.00
Design Technician/Inspector	90.00
Graphics Technician	80.00
Word Processing	70.00
Sub-Consultants	At Cost

# REIMBURSABLE EXPENSES

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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.