

ORDINANCE NO. 1367

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KENNEDY/JENKS CONSULTANTS IN THE AMOUNT OF \$104,000.00 FOR ENGINEERING AND CONSULTING SERVICES TO COMPLETE THE 2013 CITY OF CANBY STORMWATER MASTER PLAN; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received proposals for municipal engineering services from four (4) engineering firms and selected Kennedy/Jenks Consultants to complete the 2013 City of Canby Stormwater Master Plan; and

WHEREAS, the notice of call for a Request For Proposals (RFP) was duly and regularly published in the Oregon Daily Journal of Commerce on September 28, 2012; and

WHEREAS, the proposals were received and opened on October 19, 2012 and then distributed to five members of a City proposal selection committee for scoring and evaluation to determine the most qualified engineering firm for this project:

WHEREAS, the City proposal selection committee scored the Stormwater Master Plan proposal from Kennedy/Jenks Consultants the highest and therefore proceeded to move forward with contract negotiations on November 20, 2012. The negotiated and finalized Scope and Fee proposal from Kennedy/Jenks Consultants is attached herein as a part of Exhibit "A"; and

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, December 5, 2012, and considered the proposal, reports and recommendations of the City staff; and

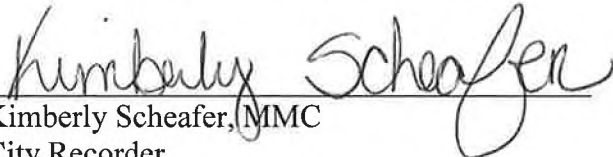
WHEREAS, the Canby City Council determined that the most qualified selection for engineering services to complete the 2013 City of Canby Stormwater Master Plan was that of Kennedy/Jenks Consultants of Portland Oregon; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Kennedy/Jenks Consultants to complete the 2013 City of Canby Stormwater Master plan in the amount of \$104,000.00. A copy of the contract with Kennedy/Jenks Consultants is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, December 5, 2012; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 2, 2013, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.



Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of January 2013 by the following vote:

YEAS 6 NAYS 0



Randy Carson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

EXHIBIT "A"
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and KENNEDY/JENKS CONSULTANTS INC. (Consultant).

- A. City requires services which Consultant is capable of providing, under terms and conditions hereinafter described.
- B. Consultant is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

- 1. Scope of Services. Consultant's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Consultant Identification. Consultant shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Consultant's Social Security Number, as City deems applicable. **Consultant understands it is required to obtain a City of Canby business license for conducting business in the City. Consultant agrees to obtain a Canby business license prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Consultant according to the proposed rate schedule submitted with the Consultant's proposal. See Exhibit "A" attached hereto. Consultant agrees that \$104,000.00 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Consultant within 30 days after receipt of Consultant's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Consultant is Independent Contractor.
 - A. Consultant's services shall be provided under the general supervision of the Planning Director. Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Consultant certifies that it is either a carrier-insured employer or a self-

insured employer as provided in Chapter 656 of the Oregon Revised Statutes.

C. Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

5. **Subcontractors and Assignment.** Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any subcontract between Consultant and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.

6. Work is Property of City. All work performed by Consultant under this Agreement shall be the property of the City. City agrees that the Consultant may use its work in other assignments if all City of Canby data and references are removed. Reuse of consultant's work product by City for other than its intended purpose under this agreements shall be at City's sole risk.

7. Term.

A. This Agreement may be terminated by:

1. Mutual written consent of the parties.
2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
3. City, effective upon deliver of written notice to Consultant by certified mail, or in person, under any of the following:
 - a. If Consultant fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.

8. Professional Standards. Consultant shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Consultant with the following limits:
- A. For General Liability Insurance, Consultant shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
- B. For Automobile Insurance, Consultant shall provide a Certificate of Insurance naming the City of Canby as an additional insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
- C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Consultant shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
- D. For Worker’s Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker’s Compensation Insurance with statutory limits of coverage.
- Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor’s negligence or neglect connected with this Agreement.
10. Legal Expense. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between

the parties with respect to the subject matter of this Agreement.

14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

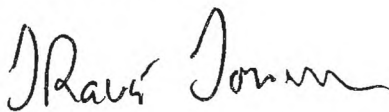
CITY: Greg Ellis, City Administrator
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONSULTANT: Gordon Monroe
Kennedy/Jenks Consultants Inc.
200 S.W. Market Street, Suite 500
Portland, OR 97201


Please submit invoices to: **Attn: Lisa Potter**
City of Canby
PO Box 930
Canby, OR 97013
potterl@ci.canby.or.us

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

CONSULTANT:

By: 
Date: 1/3/13

CITY OF CANBY:

By: 
Date: 01-03-12

Approved as to Form:

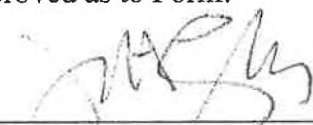

Joseph Lindsay, City Attorney

Exhibit “A”

CITY OF CANBY AND KENNEDY/ JENKS CONSULTANTS INC. SCOPE OF SERVICES AND SCHEDULE

KENNEDY JENKS will perform professional services described herein as requested by the City of Canby. Services may include review of documents, preparation of documents, regulatory support, studies, design, technical assistance, development review, funding assistance, environmental assistance, general engineering advice, or other tasks as requested by the City.

Scope of Work

Task 1 – Project Management

Objective: Manage the team and project.

Product: Project administrative plan, meeting summaries, internal meetings, QC reviews.

Activities

1.1 Project Administration

Develop the project administration plan to direct, coordinate and monitor the project.

1.2 Meetings

Conduct conference calls and/or meetings with the City to review the progress of the project, discuss issues, review findings, and discuss alternative solutions. This will also be a time to review the schedule, timing of public meetings, and adjustment to scope.

Meetings with the City will be conducted at the Kennedy/Jenks office, and will occur once per month.

1.3 Quality Assurance and Quality Control Review

Kennedy/Jenks develops a QA/QC for every project that we work on. This includes identification of the appropriate reviewers, identification of QC review schedule and budget. There will be a minimum of three formal review points: 20% to calibrate the work, draft plan and final plan.

1.4 Team Coordination

Direct and manage the team members and experts to maintain an understanding of the objectives, deliverables and schedule. Provide a single conduit to the City for communication of challenges and issues as they occur during the work.

Task 2 – Data Gathering

Objective: Gather data from the city which will be used to evaluate the stormwater system.

- Product:**
- Start up meeting summary
 - Data request list
 - Summary of current data
 - Gap survey
 - Infiltration tests (city will provide data from development)

Activities

2.1 Start Up Meeting

Conduct the start up meeting which will include an introduction of the team members and their tasks, an over view of the scope of work, review of the schedule, review of the objectives, and assignment of initial tasks.

This will occur at the Kennedy/Jenks office and will constitute the first monthly meeting (Task 1.2).

2.2 Data Request

Kennedy/Jenks will develop a list of material and information needed for the project which will include record drawings, monitoring data, soils investigations, well logs, UIC registrations, repair reports, etc. This will also include a list of key questions for the City that will help to focus the work. This list is typically sent to the City prior to the start up meeting to facilitate discussion.

2.3 Interviews

Conduct interviews with City personnel to collect information on the stormwater system such as operation and maintenance issues, known deficiencies, system condition and age, locations of facilities, information for the modeling effort, and history of the system. This will also include site visits of the facilities. Maintenance policies will also be discussed with regards to public and private facilities, location of facilities with regard to right-of-way, easements and tracts, and preference for type of facilities. At a minimum this will include: Darvin Tramel, Curt McLeod, Jerry Nelzen, Chris Goetz and Dan Mickelsen.

It is intended that all the interviews will occur on one day.

2.4 Review of Data

The information provided by the City will be reviewed to determine if it is complete and sufficient for the work. Where there are data gaps, Kennedy/Jenks and the City will work together to gather the required information.

2.5 Site Investigations

The City has surveyed the UIC's and will provide location data, rim elevation and bottom elevation. It is anticipated that some additional survey work will be required, which will be performed by Kennedy/Jenks.

It is anticipated that the City will collect existing infiltration tests that have been performed around the community by various developers. Two additional test may need to be performed if the existing tests are not close to the existing retention basin and proposed wetland area.

If required by the DEQ, the City will collect up to four storm water samples and send them to a laboratory for testing. Otherwise the existing sampling data will be used.

Task 3 – Flow Projections for Surface Discharging Systems

Objective: Determination and calculation of the system evaluation criteria.

Product:

- Capacity evaluation of pipe
- Flow projections
- Update of the drainage basins

Activities

3.1 Capacity Evaluation

A spreadsheet evaluation of the collection system that discharges to surface water will be prepared based upon the record drawings. This will provide the capacity of individual pipes.

3.2 Identify Drainage Basins

The drainage basins that flow into the collection system will reviewed and verified based upon the existing storm water master plan. The characteristics of the basin will then need to be defined such as the amount of existing impervious area, the projected future impervious area, the soil types, and the groundcover.

Note that the City only takes storm water run-off from the public right-of-way. All storm water from private lots (except the downtown core area including 1st, 2nd and 3rd Street) are dealt with on-site.

3.3 Flow Projections

Flow projections will be developed for the existing and projected future conditions for the six discrete drainage basins where the storm water is discharged to surface water. This will be done for the water quality storm event and the storm events required by the City Design Standards.

Task 4- Retrofit Analysis

Objective: Identification of UIC's that require retrofit, and provide solutions.

- Product:**
- Identification of compliant and non-compliant UIC's
 - Identify options for bringing the noncompliant UICs into compliance. This includes description and cost.

Activities

4.1 Identify UICs

Identify UICs for structural retrofit or additional protectiveness demonstration based on the July 2012 UIC WPCF permit and results of the GWPD models (saturated and unsaturated zone) (Task 5).

4.2 Evaluation

These UICs will be evaluated to determine if they could be brought into compliance by additional protectiveness demonstration approaches such as being located downstream of the water well.

4.3 LID Retrofit Evaluation

Develop a list of retrofit options that can be used for the UIC's. At a minimum this will include: pervious pavement, swales, rain gardens, shallow up the UIC, horizontal UIC, cyclones, filters, abandonment and redirection of storm water. This will consist of a table identifying the options and a conceptual level opinion of probable cost.

The proposed solution for each UIC to be retrofit will be identified.

Task 5 – UIC Analysis

Objective: Evaluate the UIC's through modeling to determine the risk of each, and which UIC's are recommended to be retrofit.

- Products:**
- Map showing depth to seasonal high groundwater
 - Table showing results of City-wide assessment, including vertical separation distance at each UIC and horizontal setback distance between UICs and water wells.
 - Completed fate-and-transport model and table of model output
 - Letter report describing the model input and model results

Activities

5.1 Groundwater Map

Develop a depth to seasonal high groundwater map covering the UIC area in the City. The depth to groundwater map primarily will be based on groundwater levels recorded on driller's logs, a summary of which has already been performed by the City. The data will be converted to a seasonal high groundwater level (which typically occurs in the spring) using information from the U.S. Geological Survey (USGS) on seasonal groundwater fluctuations.

5.2 Assessment

Conduct a City-wide assessment of UICs within the City's jurisdiction. The City-wide assessment will be a tabulation of vertical separation distance between UICs and the seasonal high groundwater and horizontal setbacks between UICs and water wells. We have assumed that the City will provide GSI with UIC and water well locations in electronic format (i.e., GIS files).

5.3 Meeting

Meet with the City to discuss city-wide assessment results (this will be one of the monthly meetings in Task 1.2). We will review the city-wide UIC assessment with the City and collaboratively determine the most cost-effective path forward for the GWPDs.

5.4 Unsaturated Zone GWPD

Conduct risk modeling to bring the UICs into compliance with the UIC WPCF permit. Using a previously developed unsaturated zone model, GSI will conduct a fate- and-transport assessment to evaluate protectiveness at City UICs. Specific activities include the following:

- Review geologic and hydrogeologic information for the area to obtain the geology of the unsaturated zone, which will be segmented in geologic-specific areas. Some of the information that will be reviewed includes maps from USGS and the Oregon Department of Geology and Mineral Industries (DOGAMI), driller's well logs, and hydrogeologic reports.
- Obtain information about the City's stormwater total organic carbon (TOC) content based on limited samples collected by City staff from UICs identified by GSI, combine the City's TOC data with regional TOC data in stormwater, and use the information to develop model input parameters.
- Collect infiltration tests (see Task 2.5).
- Develop input parameter values for different modeling scenarios, including physical and chemical information, local geologic and hydrogeologic conditions, rainfall amounts, and soil chemistry to run the fate-and-transport model.

- Document model results in a letter report that includes a table showing input parameters, justification for input parameters, model calculations, and recommended separation distance.

The unsaturated zone GWPD will be used to demonstrate groundwater protectiveness, to recommend alternate Table 1 and Table 2 action levels in the UIC WPCF permit, and to develop a protectiveness look-up table for pollutant concentrations in stormwater.

The UIC's will be rated high, medium and low risk.

Task 5.5 – Saturated Zone GWPD

Task 5.5 involves demonstrating protectiveness at UICs that do not have the minimum vertical separation distance to groundwater. Protectiveness is demonstrated by delineating a Waste Management Area (WMA) using a numerical groundwater model that simulates pollutant transport from UICs. Numerical simulations will be conducted with the objectives of (1) estimating the distance necessary for pollutant concentrations to attenuate to below background concentrations (i.e., zero, method reporting limits) and (2) evaluating protectiveness of receptors (i.e., drinking water wells) for UICs in the City.

Model simulations will include a WMA from a single UIC. The approach for this task is to construct a 3-dimensional numerical groundwater model that simulates solute fate and transport for stormwater discharges from wet-feet UICs. The model will be constructed using the USGS finite difference groundwater flow model MODFLOW to simulate groundwater flow, and the solute transport code MT3D to simulate pollutant fate and transport. Most model input parameters will have been developed as a part of unsaturated zone GWPD modeling.

WMA results will be documented in a letter report summarizing model input values, model setup, and model results.

Task 6 – Stormwater Management Plan Assistance

Objective: Provide the City with assistance developing the SWMP. Kennedy/Jenks will provide the following: a) system assessment, b) BMP's c) QC review of the plan.

Product: ▪ City to produce the Stormwater Management Plan (per the RFP)

Activities

6.1 Plan Assistance

Kennedy/Jenks will provide a QC review of the stormwater management plan developed by the City.

It is anticipated that information from the UIC Analysis, permitting information as well as general information from the master plan can be used in the management plan. Specifically, the system wide assessment and structural controls portion of the master plan will be incorporated into the management plan. These will be performed as other tasks of the plan.

Kennedy/Jenks team will also be able to provide the City examples of appropriate UIC monitoring and decommissioning plans.

Task 7 – System Documentation & Assessment

Objective: Based upon the results of Tasks 2 and 4 evaluate the stormwater system.

Product:

- Documentation of the system
- Identification of deficiencies
- Identification of improvements
- Sizing and design criteria for the wetlands

Activities

7.1 System Documentation

Based upon the data gathered the comprehensive map identifying the elements of the storm system will be updated. Documentation will include location, size, age, pipe capacity, detention pond capacity, condition as available from the City.

7.2 System Assessment

The elements of the system will be evaluated to determine if they are adequate to meet the existing and future needs. This will be done through site investigations, staff interviews, and engineering evaluations.

It is assumed based upon input from the City that the capacity of the pipe system is adequate. This assessment will focus on condition, age and known deficiencies of the pipe system. It will also include the capacity of the pond/swale system near the Police Office, capacity of the two cyclones, and the ability to monitor and measure the six outfall locations. Sizing a future wetland near the WWTP will also be included in the assessment.

7.3 Improvement Plan

Based upon the results of the system documentation and assessment, an improvement plan for the surface water discharge portion of the system will be developed. The plan will include repairs, rehabilitation, replacement and new systems. A cost estimate will be developed for each improvement, and a schedule for improvements will be developed. Each improvement will also be ranked with regards to priority.

It should be noted that schedule and priority may not match. A facility may need to be upgraded soon; however, there may be very little impact if the work is not done. Therefore, the improvement may be low priority.

Task 8 – Stormwater System Capital Improvement Plan

Objective: Provide the City with a plan for moving forward with stormwater system improvements.

Product:

- Develop a CIP for both the surface water discharge and UIC retrofits
- Develop a map showing the location of the CIP elements

Activities

8.1 Develop the CIP

The results of the system evaluation for both the UIC's and the surface water discharge system will be compiled into a single capital improvement plan. There will be four main elements of the plan.

- The planning level cost estimate will be defined, such as the standard amounts allocated for engineering and contingency, the year the data is based upon and the general accuracy.
- A CIP will be developed that identifies the improvement, the cost, the schedule and the priority.
- CIP items from the initial Stormwater Master Plan that have not been completed will be included in the new CIP. The cost will be adjusted for inflation.

A map will be developed showing where the improvements are located.

Task 9 – Stormwater Master Plan

Objective: Document the findings and recommendations from the system evaluation and develop a completed stormwater master plan.

- Product:**
- Draft Plan
 - Final Plan
 - City Council presentation

Activities

9.1 Draft Plan

The information developed from tasks 1 through 9 will be formulated into a draft stormwater master plan that includes a executive summary, chapters for the major elements, tables, figures, maps, documentation of the evaluations, system description, description of alternatives, justification for recommendations, CIP and other supporting documentation. The draft plan will be submitted to the city for review in both hard (3 copies) and digital format.

9.2 Review Meetings

When the draft plan is submitted, Kennedy/Jenks will meet with the City to present the plan and review the major elements of the plan. The City and Kennedy/Jenks will meet a second time to review the City comments on the draft plan.

These two meetings will occur at the Kennedy/Jenks office.

9.3 Final Plan

Based upon the City comments Kennedy/Jenks will finalize the plan and provide both hard (10) and digital copies to the City.

9.4 Public Meetings

Kennedy/Jenks shall attend one meeting that includes a city council work session followed by a city council meeting.

SUMMARY OF PRODUCTS – the following is a brief summary of the tasks, products and who will perform the work. For a full description refer to the scope.

Product of Task	Kennedy/Jenks	GSI	City
Task 1 - Project management: Project administrative plan, meeting summaries, internal meetings, QC reviews	X		
Task 1 – Project meetings	X	X	X
Task 2 – Data Gathering: Start up	X	X	X

Product of Task	Kennedy/Jenks	GSI	City
meeting			
Task 2 – Data Gathering: Start up meeting summary, data request list, summary of current data	X		
Task 2 - Data Gathering: record drawings, survey, infiltration tests, stormwater samples*			X
Task 2 - Gap survey	X		
Task 2 - Staff interviews	X		X
Task 3 – Surface Systems: Capacity evaluation of pipe, Flow projections, Update of the drainage basins	X		
Task 4 – Retrofit: List of UIC's based on model results, location evaluation		X	
Task 4 – Retrofit: Table of BMP's and cost, recommendations for specific UIC's	X		
Task 5 – UIC Risk Assessment: groundwater map, unsaturated and saturated model		X	
Task 6 – SWMP: Develop plan chapters	X		X
Task 6 – SWMP: Provide system analysis, BMP's and QC	X		
Task 7 – System Documentation & Evaluation: Documentation of the system, Identification of deficiencies, Identification of improvements, Sizing and design criteria for the wetlands	X		
Task 8 – CIP: Develop CIP and CIP map	X		
Task 9 – Master Plan: develop draft stormwater master plan, final plan, city council presentation	X		

*May not be required depending upon DEQ.

Kennedy/Jenks Consultants

Engineers & Scientists

200 S.W. Market Street, Suite 500
Portland, Oregon 97201-5715
503-295-4911
503-295-4901 (Fax)

27 November 2012

Darvin Tramel
Environmental Services Manager
City of Canby
P.O. Box 930
Canby, OR 97013

Subject: Scope & Fee – Stormwater Master Plan, City of Canby

Dear Darwin:

Kennedy/Jenks has developed a scope and fee for the Stormwater Master Plan based upon the request for proposal, our proposal and subsequent meetings and discussions with you. The scope and fee are attached. The proposed fee is \$104,000.

We are excited about the opportunity to provide assistance to the City of Canby and welcome the opportunity to begin work.

Very truly yours,
KENNEDY/JENKS CONSULTANTS



Gordon Munro, PE
Project Manager



Heather Stephens, PE
Water Environment Group Manager

AFFIDAVIT OF POSTING

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

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

That on the 5th of December 2012 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1367 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 6th day of December 2012, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby City Hall Bulletin Board - outside
- 2. Canby Public Library Bulletin Board
- 3. Canby Post Office

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of five (5) days and until the very 2nd day of January 2013.

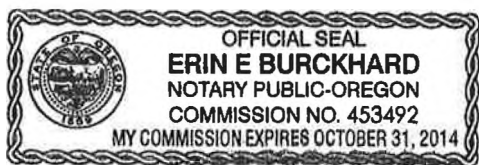
Kimberly Scheafer

Kimberly Scheafer, MMC
City Recorder

Subscribed and sworn to before me this 6th day of December 2012.

Erin E Burckhard

Notary Public For Oregon
My Commission Expires: 10/31/2014



AFFIDAVIT OF PUBLICATION

DJC

921 SW Washington, Suite 210 / Portland, OR 97205
(503)226-1311 FAX (503) 222-5358

STATE OF OREGON, COUNTY OF MULTNOMAH, --ss.

I, MARC CAPLAN, being first duly sworn, depose and say that I am a Manager of the DAILY JOURNAL OF COMMERCE, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the

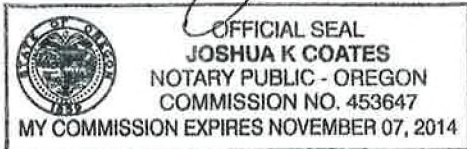
REQUEST FOR PROPOSALS
CITY OF CANBY - 2013 STORMWATER SYSTEM MASTER PLAN

a printed copy of which is attached, was published in the entire issue of this newspaper for 1 time(s) in the following issues:

09/28/2012.



Subscribed and sworn to before me this 28th day of September, 2012.



CITY OF CANBY
2013 STORMWATER SYSTEM MASTER PLAN
Proposals due 2:00 pm, Oct 19
REQUEST FOR PROPOSALS
RFP NO: 002

The City of Canby is seeking proposals from qualified and experienced consulting engineering firms for providing Stormwater Master Planning services.

PROPOSALS DUE
October 19, 2012 NOT LATER THAN 2:00 PM
LATE PROPOSALS WILL NOT BE ACCEPTED
AND WILL BE RETURNED UNOPENED TO THE PROPOSER(S).

Proposals shall be submitted in a sealed envelope plainly identifying Project Name, RFP Number, and Proposer's Name and Address. Proposals shall be addressed to Darwin Tramel, Environmental Services Manager, City of Canby, 111 NW 2nd Avenue, Canby, OR 97013.

Addenda will be posted on the City's Request for Proposal webpage at www.ci.canby.or.us Proposers are advised to check the City's website regularly for addenda and other pertinent notifications.

For additional information regarding this Request for Proposals, please contact Darwin Tramel at 503-266-4021 or by email at tramel@ci.canby.or.us The City of Canby reserves the right to reject any and all proposals and to select one or more firms on the basis if determined to be in the best interest of the City.

Published Sept. 28, 2012. 10187992SB-11

CITY OF CANBY
Attn: MR. DARVIN TRAMEL
PO BOX 930
CANBY, OR 97013

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