

ORDINANCE NO. 1518

AN ORDINANCE ESTABLISHING A BUDGET OF \$475,000 FOR THE CONSTRUCTION OF A SPLASH PAD AND RELATED IMPROVEMENTS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH 2KG CONTRACTORS, INC. FOR DESIGN AND CONSTRUCTION OF A SPLASH PAD AND RELATED IMPROVEMENTS, AND AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE CHANGE ORDERS WITHIN THE ESTABLISHED BUDGET, AND TO SIGN THOSE OTHER DOCUMENTS REQUIRED FOR THE COMPLETION OF THE PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, The city of Canby issued a Request for Proposals for design and construction services of a Splash Pad to be located at Maple Street Park; and

WHEREAS, The City received three proposals for the design and construction of a Splash Pad; and

WHEREAS, the three proposals were scored by City Staff and the Parks and Recreation Advisory Board using the scoring matrix provided in the Request for Proposals; and

WHEREAS, the proposal submitted by 2KG Contractors, Inc. was selected as the successful proposal; and

WHEREAS, the proposal submitted by 2KG Contractors, Inc. included three design concepts as required in the Request for Proposals, including the preferred "Grasslands" design concept proposal priced at \$380,635; and

WHEREAS, City staff have identified an opportunity to increase capacity in Maple Street Park and provide additional seating for park users immediately adjacent to the Splash Pad project and the existing playground.

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

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate Agreement with 2KG Contractors, Inc. for design and construction services in the amount of \$380,635. A copy of the Agreement with 2KG Contractors, Inc., including Exhibit A, is attached hereto and by this reference incorporated herein.

Section 2. The City Administrator is hereby authorized to approve change orders within the total established budget of \$475,000, and to sign those other documents required for the completion of the project.

Section 3. Due to the desire to have this project complete and available to the community by Memorial Day, 2020, an emergency is hereby declared to exist and this ordinance shall therefore take effect immediately upon its enactment after final reading.

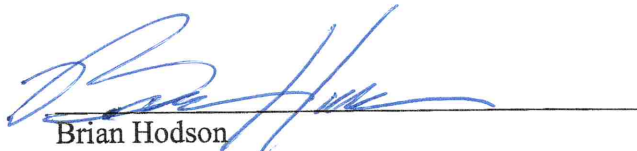
SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on August 7, 2019, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on August 21, 2019, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.



Rick Robinson
City Recorder Pro-Tem

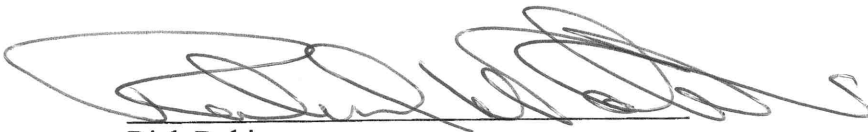
PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the August 21, 2019, by the following vote:

YEAS 6 NAYS 0



Brian Hodson
Mayor

ATTEST:



Rick Robinson
City Recorder Pro-Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and 2KG Contractors, Inc.

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

The Parties Agree a Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the City. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$380,635 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under Paragraph #3 of this Agreement.
 - B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised

Statutes.

- C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. **Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements.**
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
1. Mutual written consent of the parties.
 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for 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, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

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

CONTRACTOR: 2KG Contractors
Mario Lipari,
Owner/Secretary/Treasurer
4917 NE 185th Drive
Portland, OR 97230

Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

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

CONTRACTOR:

By:  SECRET

Date: 7.25.19

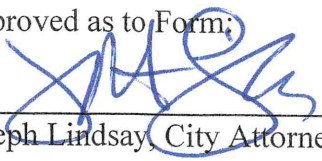
CITY OF CANBY

By: 

Date: 8/21/1953

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

Approved as to Form;



Joseph Lindsay, City Attorney



Proposal for:
Maple Street Park Splash Pad
City of Canby

Located at: 1300 N Maple Street
Canby, OR

Submitted:
June 14, 2019





4917 N.E. 185th Drive • Portland, OR 97230 • (503) 489-2020 • Fax (503) 489-0990 • Oregon CCB # 80251

May 31, 2019

City of Canby
222 NE 2nd Ave
Canby, OR 97013
Attn: City Administrator

Re: RFP – Professional Services for Design and Construction of Splash Pad

Mr. Robinson-

On behalf of all of us at 2KG Contractors, I would like to thank you for this opportunity to submit our proposal for the Maple Street Park Splash Pad. 2KG Contractors resume is filled with a history of public works contracts, from fire stations to wastewater treatment plants, as well as some unique structure building, including public swimming pools.

2KG Contractors Inc. is an S-Corporation, founded in 1989 that is equally owned by Kevin Folker – President, and Mario Lipari - Secretary /Treasurer. As the officers of the corporation we are granted authority to negotiate and execute agreements for the benefit of the company.

We are enthusiastically responding to this RFP while partnering with Anderson Poolworks, WHPacific, and Waterplay Solutions. 2KG's bonding and insurance are both underwritten by Travelers.

I believe we have a team that will deliver the project you have set out to build, while overcoming all the challenges associated with a project of this caliber.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mario Lipari".

Mario Lipari
Secretary/Treasurer



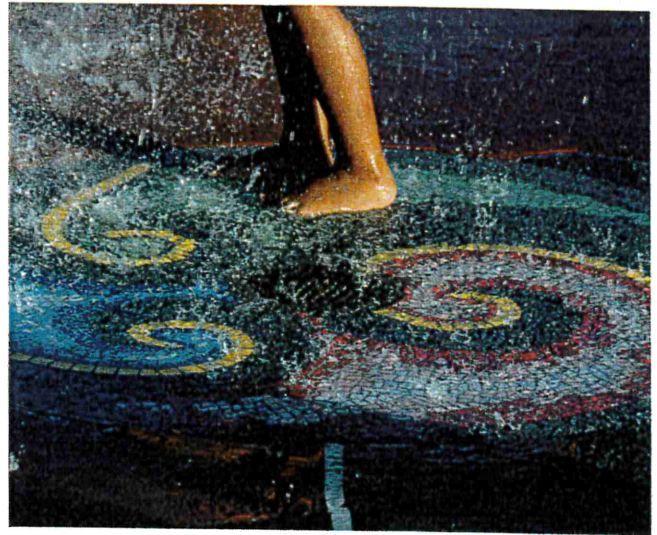
Project Approach

Our team of 2KG Contractors, Anderson Poolworks, WHPacific, and Waterplay look forward to teaming with the City to bring your vision for a splash pad at Maple Street Park into reality. We will work with you to provide an iconic splash pad that meets the needs of the community while also being low-maintenance.

Waterplay has provided three design alternatives, on pages 4 through 9, for your review and selection. It is our understanding that the City will garner the community's involvement to choose a favorite design alternative. Once an alternative is chosen, the WHPacific design team will work with you to find the most appropriate location on the site for the splash pad, and will prepare scaled concept site plan options for the City's review. After review and design refinement, WHPacific will prepare construction documents for the splash pad, that will be used for permitting. Construction will begin in the early spring of 2020 for a scheduled grand opening date of Memorial Day 2020 for the project.

Our approach to the project will be to provide you with a splash pad that puts priority in:

- Meeting the needs of the community
- Low-maintenance design
- Meeting the highest safety and quality standards
- Multigenerational space for all ages and ability levels
- Encourage social, physical, cognitive and creative development through play
- Efficient and sustainable use of water through activation
- Durable, weather-resistant materials
- Self-contained design (no over-spray)
- Turn-key, easy to operate system



Our team understands the complexities of both design and construction of splash pads, as evidenced by our teams' experience. We have delivered successful splash pads for other local municipalities on a similar budget and scale. Since this splash pad project will be the first of its kind for the City, we appreciate the importance of providing you with support throughout the design and construction phase. We want to help you create an icon for the City's Parks and Recreation district, and leave you with a finished product that the community loves.

Design Concepts

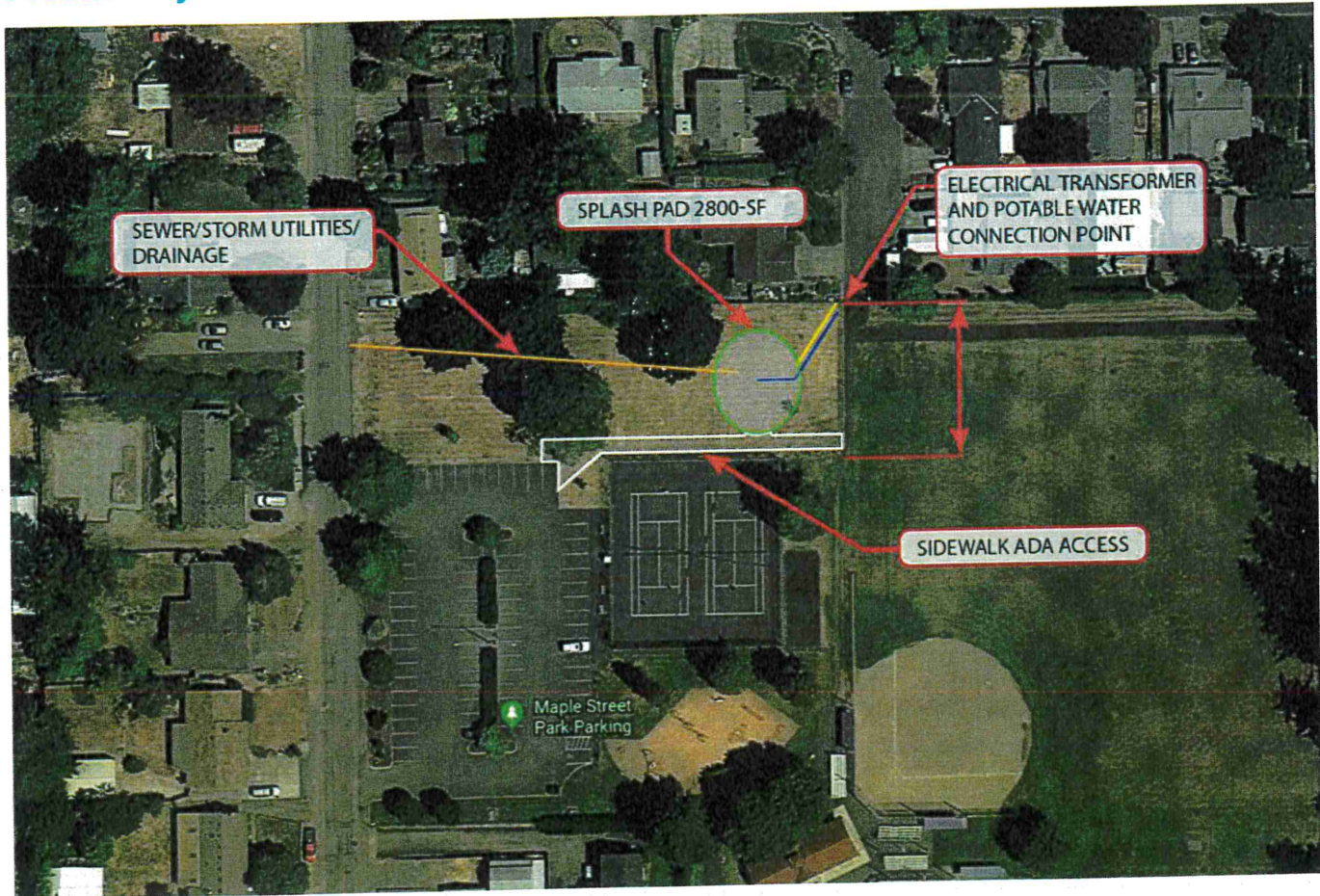
The City of Canby Splash Pad will be a fun, inclusive space for community members of all ages and abilities to enjoy. The three designs included in this proposal were created to encourage collaboration and allow for free, unstructured, explorative play in a safe environment—perfect for the whole family to enjoy.

The designs presented in this proposal meet sustainability best practices through the use of an activator which sequences the water through the space and turns off the water when not in use.

We hope you enjoy the designs presented in this proposal and look forward to helping make this project a reality.

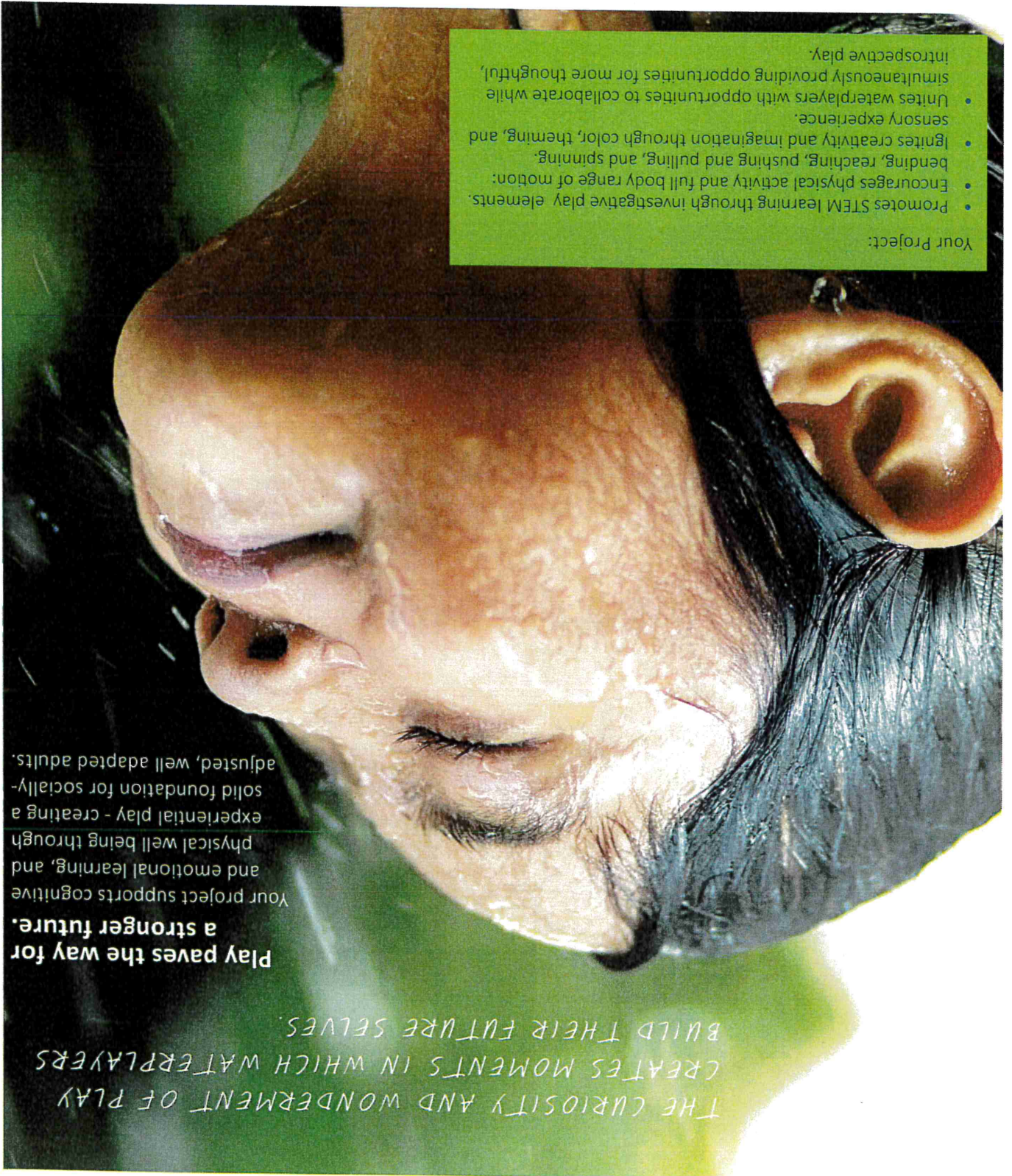


Preliminary Site Plan



Splash Pad Vision

Creative, Exceptional Service



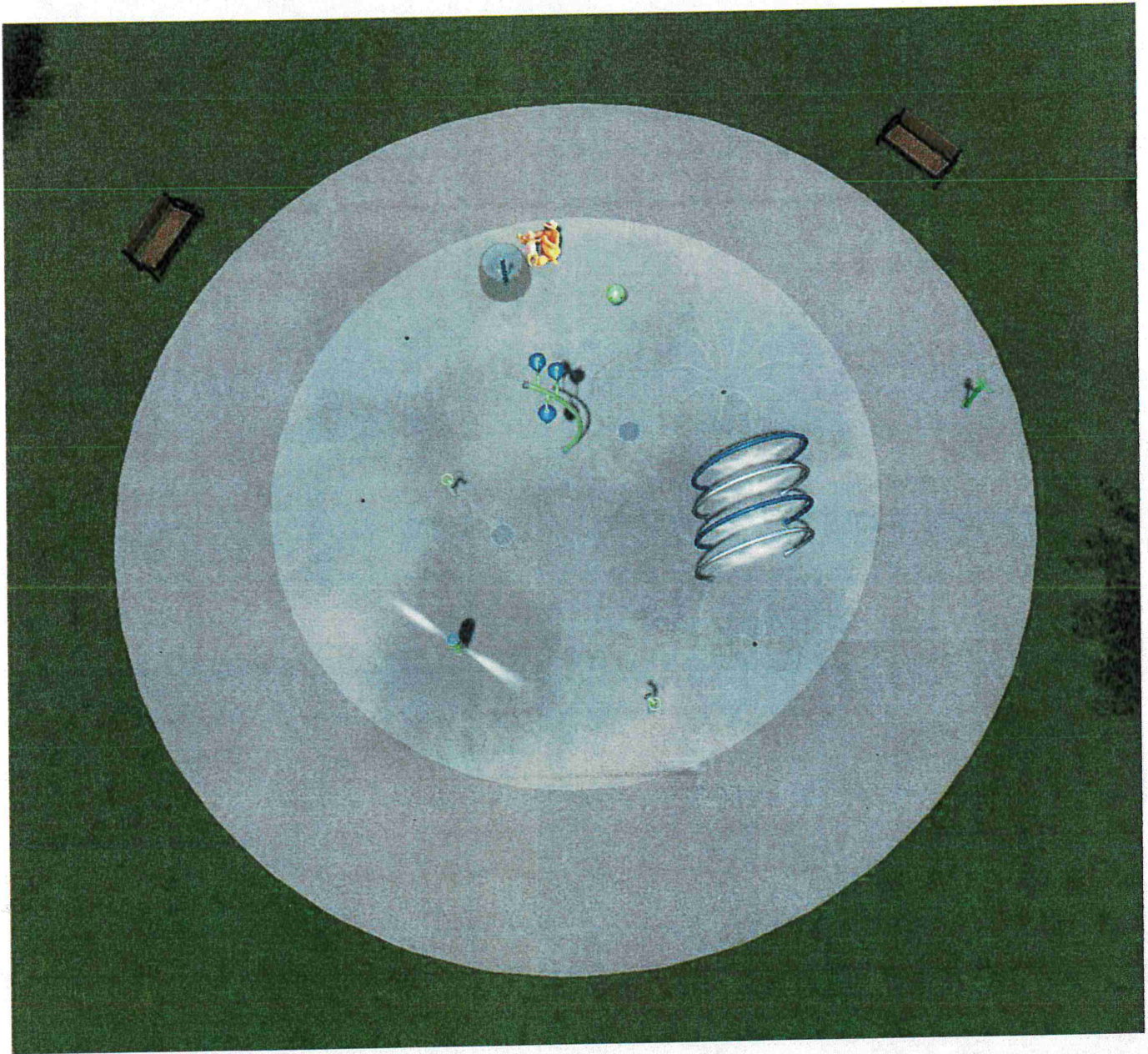
THE CURIOSITY AND WONDERMENT OF PLAY
CREATES MOMENTS IN WHICH WATERPLAYERS
BUILD THEIR FUTURE SELVES.

**Play paves the way for
a stronger future.**
Your project supports cognitive
and emotional learning, and
physical well-being through
experiential play - creating a
solid foundation for socially-
adjusted, well adapted adults.

Your Project:

- Promotes STEM learning through investigative play elements.
- Encourages physical activity and full range of motion: bending, reaching, pushing and pulling, and spinning.
- Ignites creativity and imagination through color, theming, and sensory experience.
- Unites waterplayers with opportunities to collaborate while simultaneously providing opportunities for more thoughtful, introspective play.

“Classic” Design Alternative - Plan View



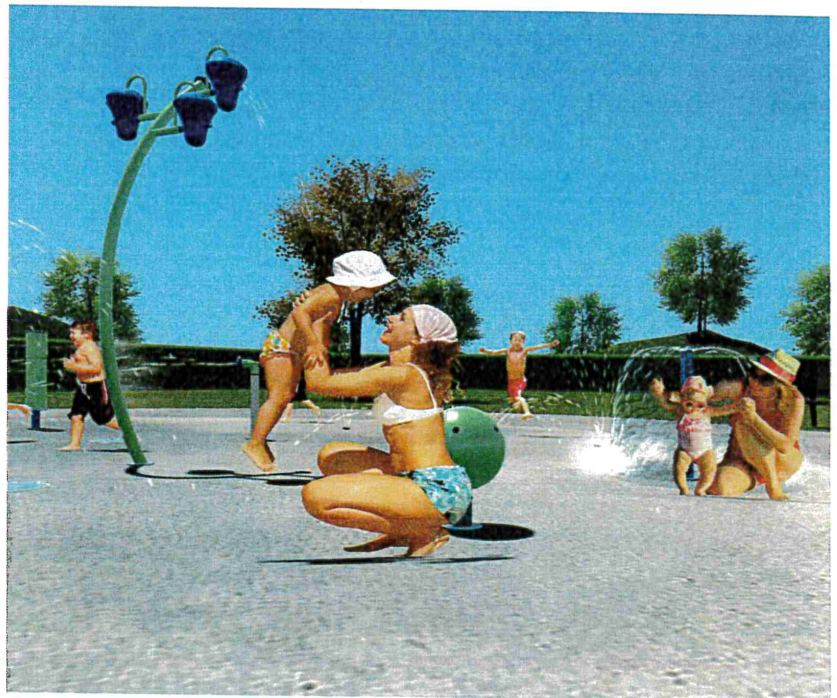
Packed with play, this classic splash pad design features smooth curves and casual colors that complement any environment.



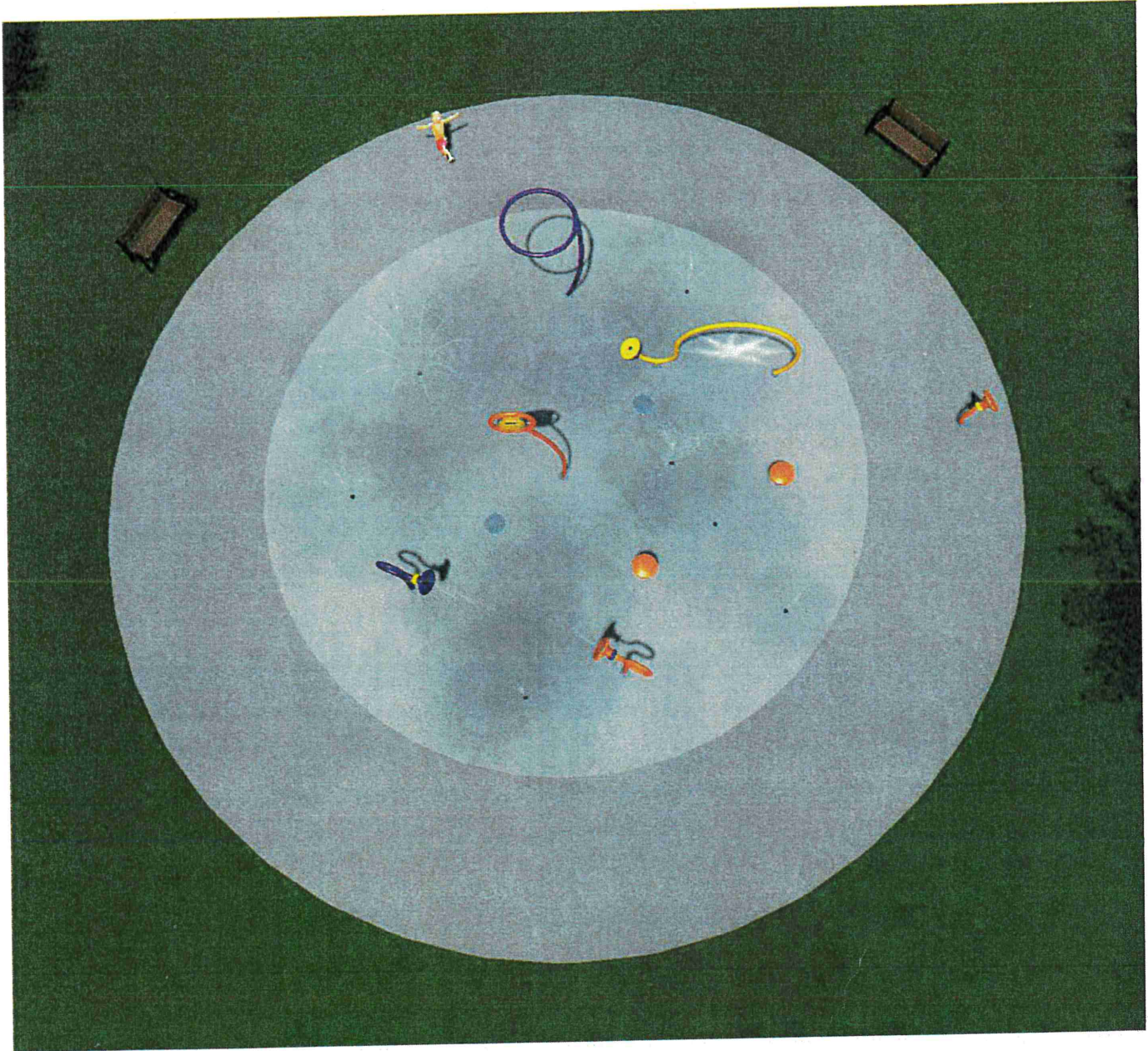
“Classic” Design Alternative - Perspective Views



Play features perfectly sized for toddlers and wide enough for wheelchairs encourage fully inclusive play environments.



“Cirque” Design Alternative - Plan View



Bursting with imagination, the Cirque product collection delights waterplayers with a spectacular water show. Park goers can push, spin, plug and take aim with the different water elements throughout the space, keeping them coming back for more.



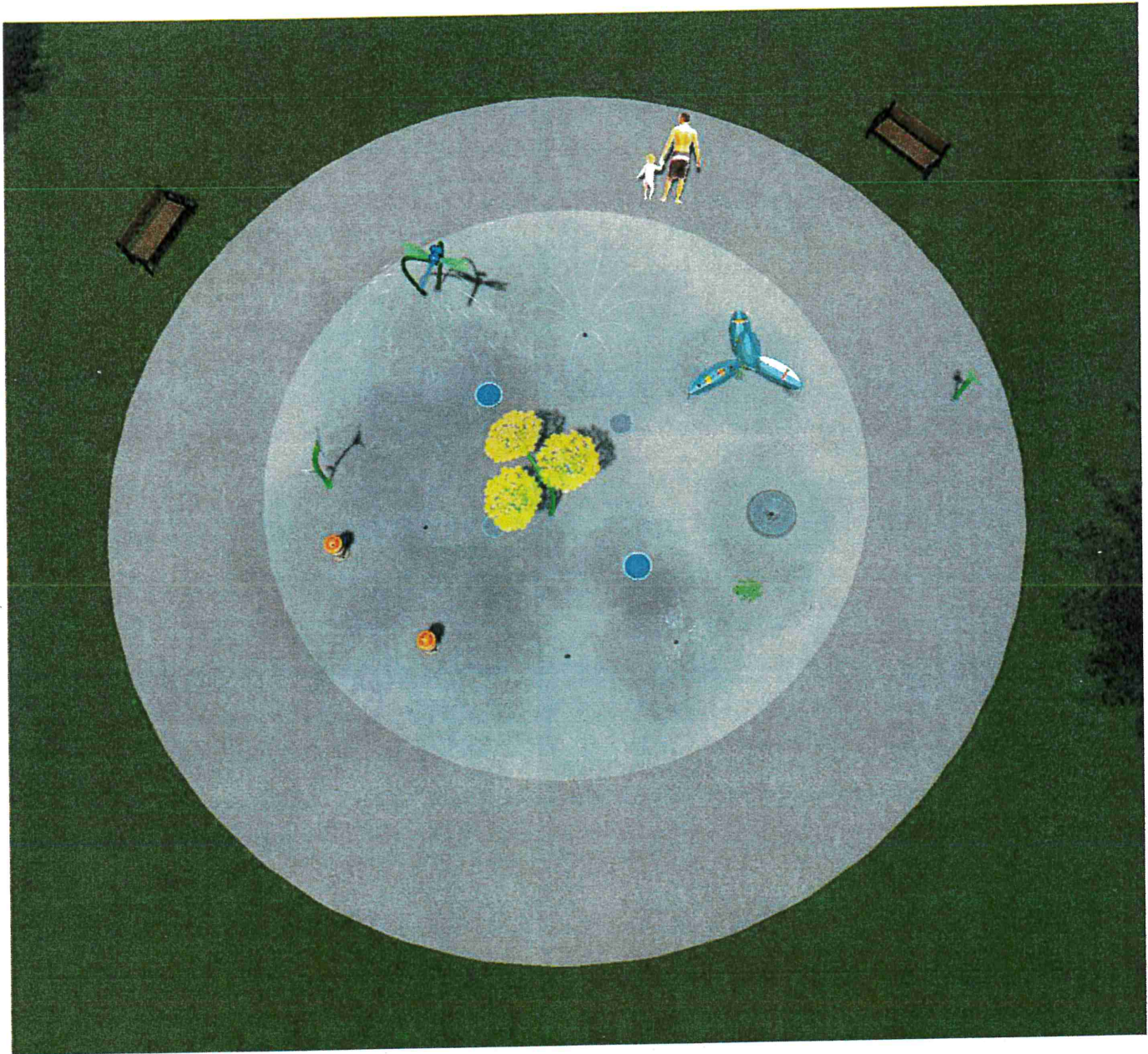
“Cirque” Design Alternative - Perspective Views



Exciting visual elements and bright colors encourage creative play.



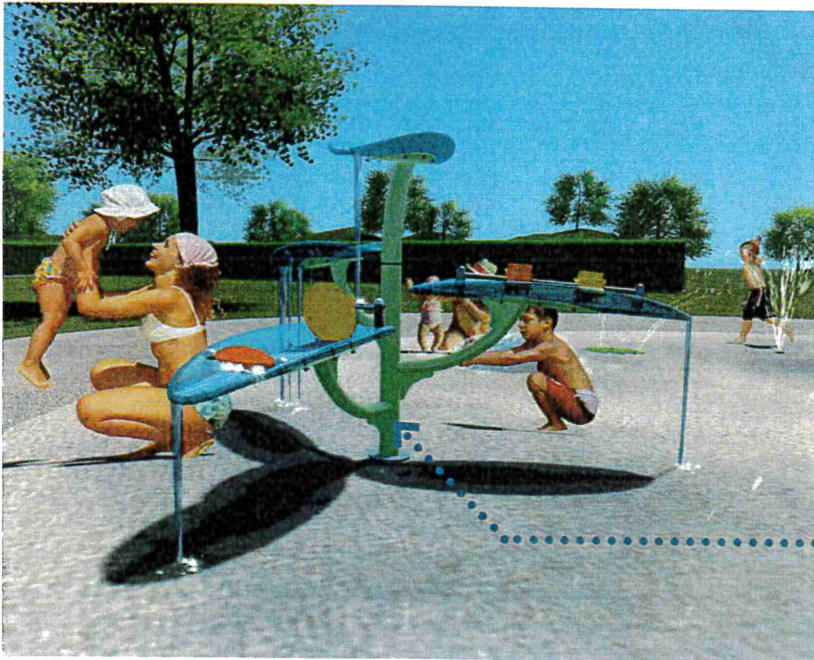
“Grasslands” Design Alternative - Plan View



The Grasslands product collection brings the beauty of nature to the splash pad with tall blades of dewy grass, whimsical wildflowers and waterfalls for an imaginative adventure.



“Grasslands” Design Alternative - Perspective Views



• With the ability to host 16 users, the Waterfall 3 promotes STEM learning through thought-provoking experiential play.

Splash Pad Vision

Spiny Squirt in "Classic"

*A wonderful sensory experience
for toddlers - and it spins!*



*The product sets the stage
for adventure, exploration,
and discovery.*

All three designs take into consideration various play styles and abilities in order to create a well-rounded play space perfect for careful toddlers, thrill seekers, those who like to tinker, and budding explorers.

Misty Twisty in "Classic"

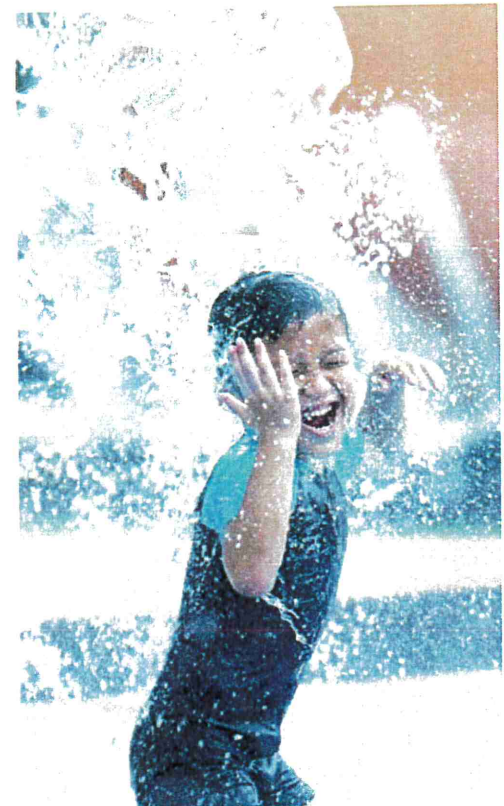
*With a graphic this
feature becomes
a spraying puzzle*



*Run through the
Roue Cyr's arch
or spin the nozzle
to affect the
flow of water.*



Roue Cyr in "Cirque"



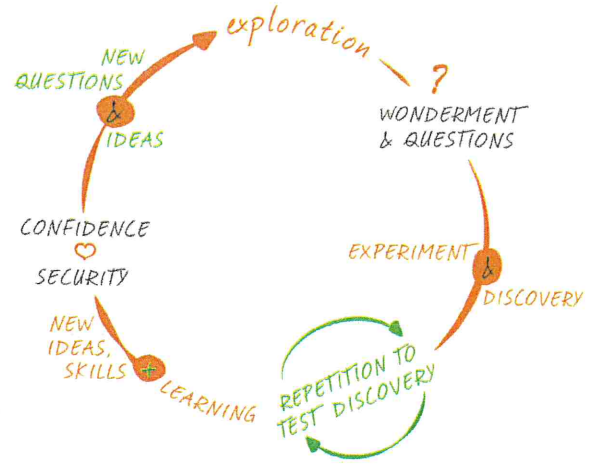
*The Waterfall 3
is packed with
tinkering parts
for the engineer
in all of us.*



Waterfall 3 in "Grasslands"

Inspiration

THE CURIOSITY
CYCLE ENCOURAGES
LONGER PLAY.



EXPERIENCE

The true value of play comes from the experiences we have. When play is fun, stimulating and exciting for a child, growth and development flows naturally. Waterplay products focus on cognitive and emotional development, and physical well being—supporting the unique developmental stages of every waterplayer.

SUSTAINABILITY

Our non-toxic materials and costings ensure safety for waterplayers and the environment. We are committed to designing products with low flow rates and optimized water use through activation, sequencing and water management best practices.

INCLUSION

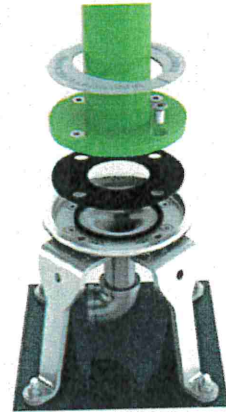
Our products are designed for maximum participation. Using universal design principals, ADA and ASTM safety standards, Waterplay creates rewarding play experiences for all ages and abilities.



Inspiration

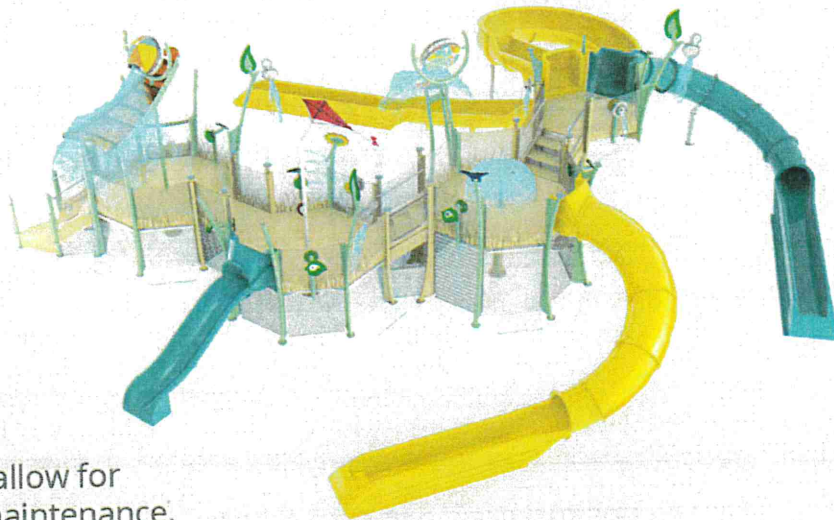
Design your space with the **future** in mind.

Don't limit the possibilities of your next project. Phase your installation, swap out play features, plan for future expansions or even a complete retrofit. Waterplay's mounting systems simplify your ownership by providing added flexibility to your design throughout your project's lifecycle.



playPHASE™

Flush-to-grade, removeable base.



playCONNECT™

Removable post features allow for flexibility and enhanced maintenance.

SIMPLIFY YOUR OWNERSHIP:
PHASE SWAP EXPAND maintain **RETROFIT**



warranty

Waterplay is proud to offer an industry-leading warranty that supports your project through its lifecycle.

- 25 years | Stainless steel
- 10 years | Aluminum
- 5 years | Fiberglass and plastics
- 2 years | Hardware

standards + sustainability

As an organization and manufacturer we're committed to making a difference both in-house and through the products we ship worldwide.

ISO | 9001 certified (quality management)

ASTM F2461 | standard practice for manufacturing, construction, operation and maintenance of aquatic play equipment (created in collaboration with Waterplay®)

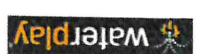
ASTM F1487 | standard practice for playground equipment for public use

ASTM F2376 | standard practice for classification, design, manufacturing, construction and operation of water slide systems

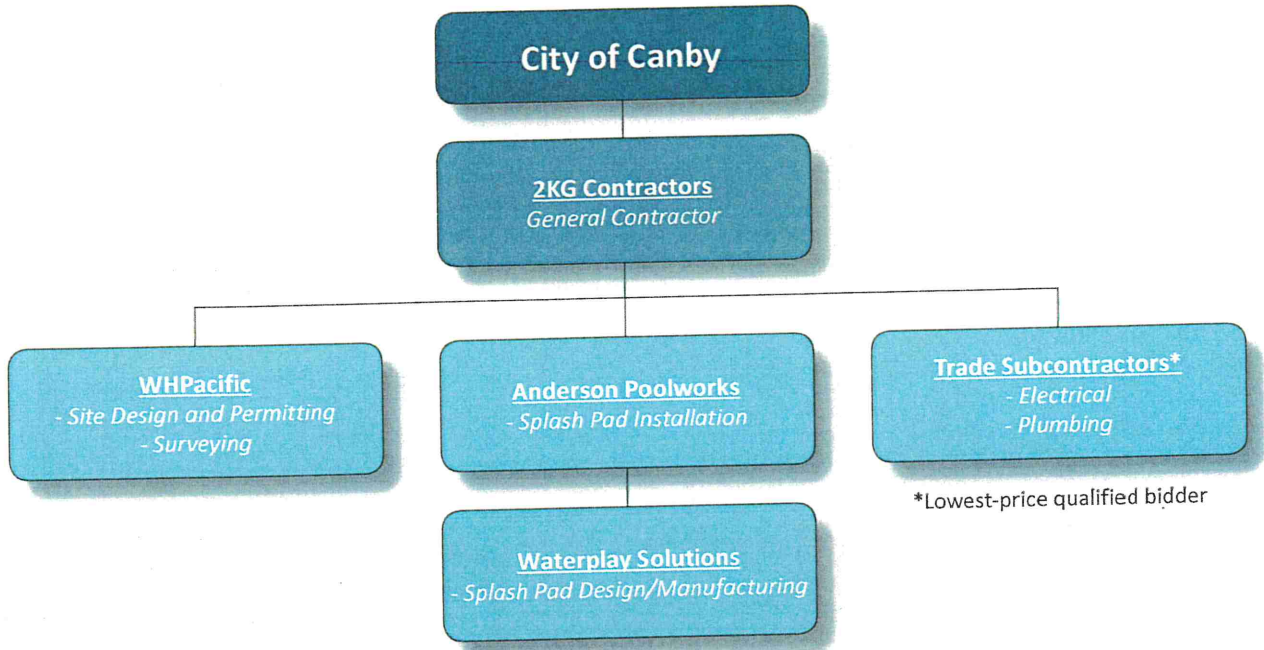
CAN/CSA Z614 | standard for public-use play spaces and play equipment intended for use by children aged 18 months to 12 years

We actively reduce waste by sourcing recyclable materials with consideration to the amount that will be left unused. Our non-toxic materials and coatings ensure safety for waterplayers and the environment. We are committed to designing products with low flow rates and encouraging play spaces that optimize water use through activation, sequencing and water management best practices.

ISO | 14001 (environmental management)



Contract Organization Chart



Roles and Responsibilities

2KG Contractors

2KG will be the general contractor for the project, and prime consultant for the City. 2KG will subcontract the installation of the splash pad to Anderson Poolworks, as well as the electrical and plumbing work to the lowest qualified bidder in the spring of 2020. 2KG will self-perform:

- Site work
- Grading, earthwork, and erosion control
- Utility trenching and backfill
- Concrete

WHPacific

WHPacific will work with the city to develop concept site plan alternatives for review, and then refine the design for final permit drawings. Since the project is expected to provide ADA accessibility, an existing conditions and topographic survey will be provided by WHPacific, in AutoCAD format, as the basis from which to begin design work.

Anderson Poolworks

Anderson Poolworks will provide construction services for the splash pad, as designed by Waterplay. Maintenance training of the splash pad will be provided by Anderson Poolworks for city maintenance staff.



Splash Pad Experience - Anderson Poolworks

Centennial Park, Woodburn, Oregon

Approximately 2,400 sq. ft. flow-through splash pad with 17 water features offers one of the park's most popular venue for children of all ages. Running around a dragon fly, mushroom maze, jet ways, water cage, water fences makes hot summer days a joy for parents and children alike. A nearby concrete seating helps reduce imported debris thus resulting in decreased maintenance requirement of the debris trap.

Contact:

Jim Rowe, City Manager
City of Woodburn
503.982.5265



Riverfront Splashpad, Salem, Oregon

Due to its popularity, it is advised to commission a splash pad during a cloudy day and whenever kids are possibly engaged in other activities. Such was the case with the Riverfront Splashpad, a 1,960 sq. ft., the park's main attraction on a summer day. Situated within walking distance to Salem's downtown shopping centers and a hop away from the equally trendy carousel, this splash pad is a kids' delightful spot to become drenched. Caution: towels may be necessary as the 17 water features are not meant to keep the young ones dry.

Contact:

JD Clarizio, City Manager
City of Salem
503.588.6396



Additional Project References

Brandon Johnson Memorial
Culver, Oregon

Contact: Cindy Dix, City Representative
541.410.8022

Alderbrook Apartments
Vancouver, Washington

Contact: John Wyland
503.209.7555

Thompson Park
The Dalles, Oregon

Contact: Scott Baker, N. Wasco
County Parks and Rec Director
541.410.8022

Splash Pad Experience - WHPacific

Walnut Street Park, Hillsboro, Oregon

WHPacific has provided landscape architecture and civil engineering services for improvements to the existing 2.5 acre Walnut Street Park in Hillsboro, Oregon. Improvements included a new splash pad facility along with associated grading, sidewalk and utility improvements. A new storm water LIDA swale was also constructed to treat new impervious areas.

Contact:

Mary Ordal, Project Manager
Hillsboro Parks and Recreation
503.681.6225
mary.ordal@ci.hillsboro.or.us



Magnolia Neighborhood Park, Hillsboro, Oregon

This new, 3.5-acre park features a zero-depth "spray-ground" water play feature, a play structure, custom, in-house-designed open-beam picnic shelter with barbecue facilities, a tennis court, sport court, and a sustainable rain garden. Placed at the top of the site, WHPacific designed a unique picnic shelter which establishes an *icon image* for the park. Waterplay designed the splash pad, dubbed a "silicone forest", with a zero-depth play pad and enviro-friendly water features.

Contact:

Mary Ordal, Project Manager
Hillsboro Parks and Recreation
503.681.6225
mary.ordal@ci.hillsboro.or.us



Experience - Waterplay Reference Project

Rotary Spray Park, Fort St. John, Canada

A refurbished splash park, double the size of its predecessor, sprouts to life allowing park-goers a chance to enjoy the beauty of nature while playing with water!

Design:

- Raining leaves, splashing dew drops and friendly critters spur curious minds into action and complement the park setting.
- Squishy puddles bring the joy of rain to the play pad and a learning lab for exploration and discovery.
- Distinct play zones accommodate different styles of water play for all ages and abilities
- Smooth stones and shaded sitting areas create an attractive public space where the community can gather to relax, socialize and connect through play.

"The park opened three weeks ago, with the planned grand opening delayed due to weather. Still, the park has seen no shortage of use, with an average of 100 residents dropping by every day!"

- Lori Ackerman
Mayor, Fort St. John City Council, British Columbia



Scope of Design/Permitting Services

Site Survey - WHPacific

WHPacific survey crew shall prepare a site survey map of the work area needed to develop drawings for this project. Surveyed information includes topography, utilities, paving, and vegetation. The site survey shall be generated in AutoCAD 2018, and will serve as the basis of the drawings listed below.

Concept Site Plan Alternatives - WHPacific

WHPacific's Landscape Architecture Studio will develop two (2) concept-level site plan alternatives for the selected splash pad design. We will work with the City to show different options for how the splash pad can be located on the project site, and how access can be provided to it. We'll consider any future expansion that the City would like to account for. Based on feedback provided by the City, we will refine the design into one (1) plan for Construction Documents.

Deliverables:

- Two (2) scaled concept-level site plan alternatives
- One (1) design review meeting with the city (in person or web-conference)

Construction Documents - WHPacific

WHPacific will prepare construction documents, stamped by a licensed landscape architect and/or civil engineer, that will be used for permitting. The list of drawings provided will include:

Cover Sheet & General Information – Prepare a site vicinity map with list of drawing sheets and legal site description.

Existing Conditions Plan & Demolition Plan - Review site survey provided by WHPacific survey crew. Identify items to be removed, salvaged, and preserved. Pavement and subgrade piping located in proximity to park improvements will require clear measures for protection and preservation.

Site Plan – Site plan to show materials and layout locations of splash pad, accessible pathway to the splash pad, re-seeding as required to establish lawn.

Grading and Erosion Control Plan – Create a grading plan showing the existing and proposed contours and spot elevations. Show necessary erosion control measures and include WES required details and notes for erosion control.

Composite Utility Plan – Prepare plan showing sewer and water connections to the new improvements. Sewer utilities include a drain system for the splash pad and conveyance piping for drainage. Electrical design will be design build by the electrical subconsultant, however, we will provide basic direction and show underground conduits as needed for the splash pad mechanics.

Site Details – As needed for construction of project components.

Deliverables:

- Cover Sheet & General Information
- Existing Conditions & Demolition Plan
- Site Plan
- Grading and Erosion Control Plan
- Composite Utility Plan
- Site Details

Paper plots and electronic files of all drawing sheets will be submitted to City of Canby. Drawings will be set up at 1 inch equals 20 feet scale on 22"x34" size sheets (or as required for permitting).



Design Services Assumptions

1. Certified arborist services and/or tree inventory is/are not included.
2. Land Use Review and Land Use Application services are not included.
3. Public Outreach and Involvement is not included.
4. Street improvement design and traffic study is/are not included.
5. Irrigation design is not included.
6. Stormwater report is not included.
7. Site signage design is not included.
8. Structural design is not included.
9. Geotechnical report is not included.
10. As-Built/Record drawings are not included.
11. All design work will be completed in AutoCAD 2018.

Scope of Construction Services

2KG Contractors shall self perform or subcontract all work as set forth in the RFP. The scope of work shall include:

General Contractor Services – Permit fees, project management/coordination, special inspections/testing, Division 1 miscellaneous items such as temporary fencing, disposal, and porta potty.

Earthwork – Clearing and grubbing of the project site, rough grading, erosion control measures, trenching and backfill, building pad excavation and compacting, and finish grading.

Concrete – Base preparation/compaction, formwork, sidewalks to splash pad, splash pad surface sloped to drain, equipment pad. All concrete to be standard spec broom-finish.

Plumbing – Cold water connection to existing potable service at the northeast corner of the project area, piping to splash pad.

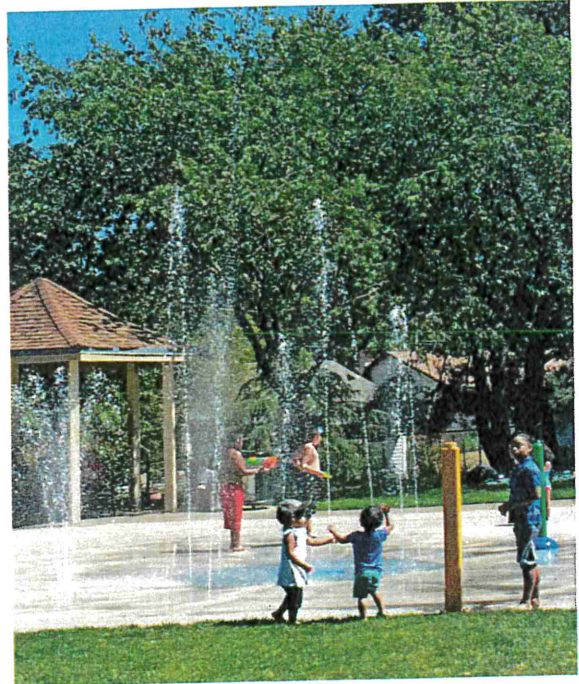
Sewer – Collection in catch basin at center of splash pad, sewer to connect into Maple Street existing sewer drainage.

Electrical – Connection to existing electrical service at the northeast corner of the project area, power wiring to splash pad, water feature controller wiring, grounding and bonding, junction boxes as required.

Splash Pad – One (1) outdoor recreational spray park with a splash pad measuring approximately 2800 square feet, including splash pad components as shown in this proposal and as selected by the City, all water feature piping, valves, wiring, solenoids, unions, fittings, water feature manifold, drains, and controller. Commissioning will be included in our scope of services, including initial start-up, one-day training, operation and maintenance manuals, and manufacturer warranties.

Construction Services Assumptions

1. Water supply will be from an existing potable water service roughly 200' NE of the splash pad location.
2. Electrical supply will be from an existing service roughly 200' NE of the splash pad location.
3. Sewer will connect to an existing sewer line at Maple Street.
4. SDC fees, if required, will be paid by the City.
5. The City will provide access to the project site.
6. If the City determines that the splash pad shall be located in place of the tennis courts, the City shall be responsible for the demolition permits, demolition, offhaul, and disposal of the tennis courts.



Tentative Project Schedule

Below is the proposed project schedule, which includes individual stages of design, permitting, and construction. While the schedule may fluctuate from time to time, the important milestones should be met in order to keep the project on pace for its grand opening on May 25, 2020, Memorial Day.

TASK	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20
Contract Awarded	◆ 7/1											
Site Survey		■ 8/7										
Community Engagement (by City of Canby)		■ 8/7										
Concept Site Plans			■ 9/9									
City Review (2 weeks)				■ 9/23								
Final Site Plan and Construction Drawings					■ 11/15							
Permitting								■ 1/31				
Pre-Construction Meeting (scheduled by City)									◆ 2/7			
Construction Schedule												■ 5/15
Project Completion												◆ Grand Opening: Memorial Day 5/25



Proposed Total Cost

The fee is limited to completing the design and construction work as described in this proposal. We are providing a breakdown of our fees, to allow you to understand the full list of project costs we expect to incur:

“Classic” Design Alternative

General Contractor	
Permits Allowance	\$5,000
Project Management/Coordination	\$10,000
Special Inspection/Testing	\$5,000
Div. 1 Misc (Temp fence, disposal, porta pots, etc)	\$5,000
Earthwork	
Erosion Control Measures	\$3,500
Sanitary Sewer	\$18,500
Clearing and Grubbing	\$4,500
Building Pad	\$5,000
Sidewalk (200LF x 5ft wide)	\$3,500
Site Restoration	\$15,000
AC Patching	\$2,500
Concrete	
Splash Pad	\$32,000
Equipment Pad	\$1,500
Sidewalk	\$10,000
Subcontractors	
Survey, Design, Construction Drawings (WHPacific)	\$25,000
Plumbing	\$15,000
Electrical	\$20,000
Splash Pad Installation (Anderson Poolworks)	\$65,000
Splash Pad System and Components (Waterplay)	\$61,265
Subtotal	\$307,265
Overhead and Profit (10%)	\$30,727
Bonding and Insurance (2%)	\$6,760
Total	\$344,752

“Cirque” Design Alternative

Total (\$344,752 + \$8,081)	\$352,833
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“Grasslands” Design Alternative

Total (\$344,752 + \$35,883)	\$380,635
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Add Alternates (as requested)

Concrete seat wall 18" tall x 18" wide (price per linear foot)	\$75.00 LF
Additional Concrete paving 4" (price per square foot)	\$12.00 SF
Fixed bench (unit price)	\$1,000.00
Trash receptacle (unit price)	\$250.00

Project Financing

Financing options are available for the splash pad components, to help bring the budget into focus. Please contact Waterplay Solutions Sales Support with any questions regarding project financing.



Pick the payment that works for you and your customers

With Marlin's Pick-A-Payment program, your customers have the flexibility to match their financing plan with their budget. And we'll work by your side to ensure they get the equipment - and support - they need to keep pushing forward.

Equipment Cost	24 Mos.	36 Mos.	48 Mos.	60 Mos.
\$10,000	\$495	\$350	\$275	\$231
\$20,000	\$988	\$700	\$551	\$462
\$30,000	\$1447	\$1003	\$774	\$648
\$40,000	\$1930	\$1338	\$1032	\$864
\$50,000	\$2301	\$1561	\$1209	\$1000
\$60,000	\$2761	\$1873	\$1450	\$1203

*Rates subject to change without notice.

FINANCE APPLICATION

May we contact lessee if additional information is needed? YES NO

Full Legal Business Name: _____

Contact Name: _____ Equip. Cost: _____

Equipment Description: _____

Equipment Address: _____

Business Phone: _____ Website: _____

Years Owned: _____ State of Organization: _____ Terms (mos.): _____

Email: _____ Dealer Contact: _____

Business Type: CORP. LLC PARTNERSHIP PROPRIETORSHIP

The person(s) supplying the above information certifies to Marlin Business Bank and its affiliates that it is true and correct. The Owners/Partners/Guarantors recognize that their individual credit histories may be a factor in the evaluation of the lease applicant and, thus, authorize Marlin Business Bank and its affiliates or its designee to investigate their personal credit status. This includes obtaining and using their consumer credit reports from time to time in the credit evaluation and collection processes.

X _____ Date
Authorized Signature

Questions about your Kompan Project? Contact:
WaterPlay Rep Name and contact info goes here

KOMPAN
Let's play

Financing equipment
has never been easier:

- Complete Project financing to include Equipment, Surfacing, Freight, and Installation
- \$0 Money Due at Signing
- Replace Worn and Damaged Existing Structures
- Add-on and up-grades made easy
- Does not affect Grants or Government subsidy programs

For financing information, please call:
Tony Ferrono at 856-505-4144 or email
aferrono@marlincapitalssolution.com



Proposal: Maple Street Park Splash Pad
June 14, 2019

Project Contact Information

2KG Contractors

Mario Lipari
Owner/Secretary/Treasurer
mario@2kgcontractors.com
503.489.2020

WHPacific

Jon Champlin
Landscape Architect/Project Manager
jchamplin@whpacific.com
503.372.3637

Anderson Poolworks

Eduard Baba
Estimator/Project Manager
eddie@andersonpoolworks.com
503.625.5628

Waterplay Solutions

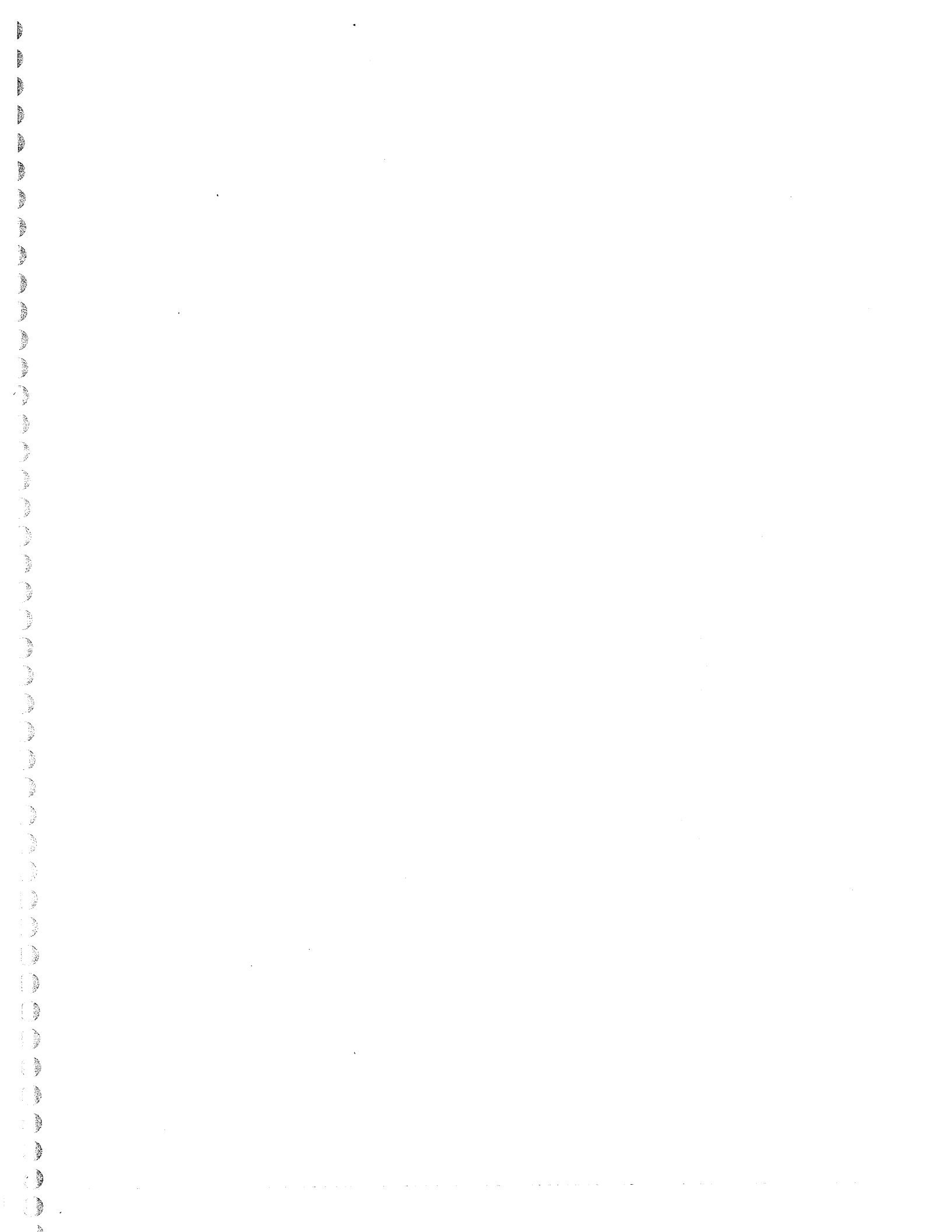
Sales Support
Sean Hare
sean.hare@waterplay.com
205.712.3393 ext 137

Technical Support
Jeff Scobie
jeff.scobie@waterplay.com
205.712.3393 ext 124

Post-Installation Specialist
Aaron Schmidt
aaron.schmidt@waterplay.com
205.712.3393 ext 216

*We are here to help you navigate
your project from concept to
installation and beyond.*

THANK YOU!

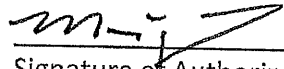


PROPOSAL FORM

The undersigned Contractor agrees to provide a splash pad proposal in accordance with the specifications. I/We have stated herein the proposal and fees that I/We will furnish and deliver as specified.

The City of Canby reserves the right to cancel any agreement in the event that terms of this agreement are violated.

ZKG CONTRACTORS
Name of Contractor
(Person, Firm, Corp)


Signature of Authorized Representative

4917 NE 185th DRIVE
Address

MARIO LIPARI SEC/TRES
Name and Title (Please Print)

PORTLAND, OR 97230
Address

5.31.19
Date

503.489.2020
Telephone Number

MARIO@ZKGCONTRACTORS.COM
E-Mail Address

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#
WHPacific	9755 SW Barnes Rd, Ste 300, Portland, OR 97225	503.626.0455	N/A
Anderson Poolworks	9500 SW Boeckman Rd, Wilsonville, OR 97070	503.625.5628	N/A

The City hereby approves the above listed subcontractors.

City of Canby

Date

Waterplay has completed more than 3000 spray park projects world wide, below is a list of notable projects for our parks in Washington



Titlow Park, Tacoma, WA (2012)



Angel Lake Park, Seatac, WA (2013)



Northacres, Seattle, WA (2011)

Waterplay Installs • Washington



Henry Mosses Pool, Renton, WA (2013)



Edmonds City Park,
Edmonds (2015)



Beacon Mountain Park,
Seattle (2012)



Franklin Park,
Tacoma (2013)

Cordata Community Park, Bellingham, WA (2019)

Airway Heights (2019)
Spokane

Yakima Valley YMCA (2019)
Yakima, WA

Yesler Park
Seattle (2018)

Edgecliff Park
Spokane, WA (2017)

Downtown Park
Redmond (2017)

Burien Town Square
Burien (2017)

Redmond Aquatic Play Pad,
Redmond (2018)

Inspiration Playground
Bellevue (2016)

Nelson Farm, Suncadia Resort
Cle Elum (2016)

Edmonds City Park
Edmonds (2015)

Reaney Pool
Pullman (2015)

Pioneer Park
Puyallup (2014)

Henry Mosses Aquatic Centre
Renton (2013)

Angle Lake Park
Seatac (2013)

Holley Park
La Center (2013)

Kimbrow Pool Features
Fort Lewis (2012)

Lewis McChord AFB
Tacoma (2012)

Franklin Park
Tacoma (2013)

Titlow Park
Tacoma (2012)

Tom Taylor YMCA
Gig Harbor (2012)

Beacon Mountain Park at Jefferson
Seattle (2012)

Georgetown Park,
Seattle (2012)

Tri Cities Court Club
Kennewick (2012)

Greenacres Park
Spokane (2012)

Northacres Park
Seattle (2011)

Columbia Park
Kennewick (2008)

Woodland Park Zoo
Seattle (2008)

Greenstone- Grandview Spray Park,
Spokane (2007)

Shadle Spray Park,
Spokane WA (2007)

John C. Little Sr.,
Seattle (2007)

Bainbridge Island Aquatic Centre
Bainbridge island (2006)

Grandview Residential
Spokane (2006)

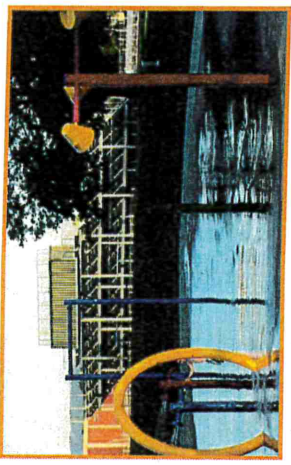
Please contact Waterplay for specific locations or for park owner and designer information



Holley Park
La Center (2013)



Pioneer Park
Puyallup (2014)



Shadle Park
Spokane(2007)

Please contact Waterplay for specific locations or for park owner and designer information

AFFIDAVIT OF POSTING

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

I, Joshua Davis, being first duly sworn, depose and say that I am the Confidential Administrative Assistant for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 7th day of August 2019 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1518 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 8th day of August 2019, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building Bulletin Board (Upstairs)
- 2. Canby Civic Building Bulletin Board (Downstairs)
- 3. Canby Post Office
- 4. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of five (5) days and until the very 21st day of August 2019.

Joshua Davis
Joshua Davis
Confidential Administrative Assistant

Subscribed and sworn to before me this 8th day of August 2019.

Erin Elizabeth Burckhard
Notary Public For Oregon
My Commission Expires: 9/4/2022



