



## URBAN RENEWAL AGENCY Agenda

222 NE 2<sup>nd</sup> Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | [www.canbyoregon.gov](http://www.canbyoregon.gov)

**MAY 15, 2024 – 8:00 PM\***

*\*The URA meeting will begin after the Regular Meeting but not before 8:00 PM.*

The Urban Renewal Agency meeting may be attended in person in the Council Chambers at 222 NE 2<sup>nd</sup> Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:  
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder; [ridgleyt@canbyoregon.gov](mailto:ridgleyt@canbyoregon.gov) or call 503-266-0637.

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275; [media@wfmstudios.org](mailto:media@wfmstudios.org)

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### 1. CALL TO ORDER

### 2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

### 3. CONSENT AGENDA

- a. Approval of the Minutes from the May 1, 2024, Urban Renewal Agency Meeting Pg. 1

### 4. RESOLUTION

- a. Consideration of **Resolution No. 24-001**: A Resolution of the Canby Urban Renewal Agency Board to Reimburse the City of Canby \$371,735.00 for Downtown Alley Way Improvements in the URA District. Pg. 2

### 5. OLD BUSINESS

- a. Community Park Overage Discussion
- b. Bridge Painting Estimate and Discussion

### 6. 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 Teresa Ridgley at 503.266.0637. A copy of this Agenda can be found on the City's web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).

**CANBY URBAN RENEWAL AGENCY  
MEETING MINUTES  
May 1, 2024**

**PRESIDING:** Chair Traci Hensley

**COMMISSIONERS PRESENT:** Brian Hodson, Jim Davis, Jason Padden, Herman Maldonado, Daniel Stearns, and Scott Sasse.

**STAFF PRESENT:** Eileen Stein, City Administrator/Agency Director; Maya Benham, Administrative Director/ City Recorder; Teresa Ridgley, Deputy City Recorder; Jerry Nelzen, Public Works Director; Todd Wood, Fleet/Transit/IT Director, Jamie Stickel, Economic Development Director; and Scott Schlag, Finance Director.

**CALL TO ORDER:** Chair Hensley called the meeting to order at 9:44pm.

Chair Hensley announced removing Resolution No. 24-001 from the agenda and would be on a future agenda.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS:** None

**CONSENT AGENDA: \*\*Commissioner Padden moved to approve the consent agenda which included minutes from the November 15, 2023, URA Meeting, appointment of member Burt DeGraw to the Urban Renewal Agency Budget Committee with a term ending June 30, 2024, appointment of members Kim Wiegand and Daro Powlison to the Urban Renewal Agency Budget Committee with a term ending June 30, 2025, appointment of members Lee Wiegand and David Tate to the Urban Renewal Agency Budget Committee with a term ending June 30, 2026. Motion seconded by Commissioner Maldonado and passed 7-0.**

**RESOLUTION:**

Eileen Stein, Agency Director reiterated Resolution No. 24-001 would be on the next Urban Renewal Agency agenda. There would be also the approval of the alleyway project which would require City Council approval since Schedules A and B were City projects and Schedule C was an Urban Renewal project. There would also be an Annual Report and Budget Approval which would be included in one meeting.

Chair Hensley requested all questions for Resolution No. 24-001 be submitted to City Administrator by the end of the weekend.

**\*\*Commissioner Maldonado moved to Adjourn. Motion was seconded by Commissioner Stearns and passed 7-0.**

Chair Hensley adjourned the meeting at 10:04 p.m.

Maya Benham, CMC  
City Recorder

Traci Hensley  
Chair

Assisted with Preparation of Minutes – Teresa Ridgley



## URBAN RENEWAL AGENCY Staff Report

Meeting Date: 5/15/2024

To: Urban Renewal Chair Hensley and Commissioners  
Thru: Eileen Stein, Agency Director  
From: Jeremy S. Thomas, CURRAN-MCLEOD, Inc  
Agenda Item: Consider UR Resolution 24-001: A Resolution of the Canby Urban Renewal Agency Board to Reimburse the City of Canby \$371,735.00 for Downtown Alley Way Improvements in the URA District.

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### Summary

On April 23, 2024, the City of Canby received four bids for the 2024 Street Maintenance & URA Improvements Project. This staff report is to recommend the URA concur in the City's award of the approval for the construction contract to Eagle-Elsner Inc, in the amount of \$1,120,120.00.

### Background

In January, the City of Canby authorized CURRAN-McLEOD to prepare plans and specifications for the annual street maintenance program and URA funded alleyway improvements project. This project is part of the Street Maintenance Program funded through the street maintenance fee, as well as URA funding. URA funding is only allocated to Schedule C, for alleyway improvements. The intent of the alleyway improvements is to fix storm drainage on various alleyways, as well as retrofit existing driveways to meet ADA standards.

Schedules A & B are funded by the City of Canby through the street maintenance fund. The street maintenance portion of the project is a continuation of the annual street maintenance program based on the Pavement Condition Index survey.

The four bids received for the 2024 Street Maintenance & URA Alleyway Improvements project are listed below:

1.	Eagle-Elsner, Inc.	\$1,120,120.00
2.	KNL Industries	\$1,158,320.00
3.	S-2 Contractors, Inc.	\$1,337,350.00
4.	North Santiam Paving	\$1,405,275.00

Eagle-Elsner's bid was deemed to be responsive and responsible. There are no concerns listed on the Oregon Construction Contractors Board (CCB) records for this company, therefore, CURRAN-McLEOD recommends the contract be awarded to Eagle-Elsner.

**Attachments**

UR Resolution 24-001

Bid Tabulation and Contract for Construction

**Fiscal Impact**

This project is being funded using \$748,385.00 from the City of Canby FY 24-25 annual street maintenance fee, and \$371,735.00 from the FY 24-25 URA funds.

**Proposed Motion**

"I move to approve UR Resolution 24-001: A Resolution of the Canby Urban Renewal Agency Board to Reimburse the City of Canby \$371,735.00 for Downtown Alley Way Improvements in the URA District."

**UR RESOLUTION NO. 24-001**

**A RESOLUTION OF THE CANBY URBAN RENEWAL AGENCY BOARD TO REIMBURSE THE CITY OF CANBY \$371,735.00 FOR DOWNTOWN ALLEY WAY IMPROVEMENTS IN THE URA DISTRICT.**

**WHEREAS**, the Canby City Council established an Urban Renewal Agency to function within the City pursuant to Ordinance 1032 passed October 6, 1999;

**WHEREAS**, the Urban Renewal Agency authorized the City Engineer to prepare plans and specifications for the 2024 Street Maintenance & URA Alleyway Improvements project;

**WHEREAS**, the Agency advertised for bids in the Daily Journal of Commerce on April 3, 2024, and four bids were received and opened at 2:00 pm on April 23, 2024 in the City Hall Conference Room, including the following:

<i>Bidder</i>	<i>Total Bid</i>
<b>Eagle-Elsner, Inc.</b>	<b>\$1,120,120.00</b>
KNL Industries	\$1,158,320.00
S-2 Contractors, Inc.	\$1,337,350.00
North Santiam Paving	\$1,405,275.00

**WHEREAS**, the Canby Urban Renewal Agency met on Wednesday, May 15, 2024, and considered the bids and recommendation of City staff to accept the low responsive bid;

**WHEREAS**, the Canby Urban Renewal Agency determined that the low responsive bid was that of Eagle-Elsner Inc;

**WHEREAS**, the Canby Urban Renewal Agency finds that it is in the agency’s best interest for the City of Canby to contract with Eagle-Elsner for all of the work, including the URA alleyway improvements, and for the agency to reimburse the City of Canby for cost of the URA projects.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Canby Urban Renewal Agency as follows:

1. Canby Urban Renewal Agency shall reimburse the City of Canby \$371,735.00 for URA Alley Way Improvements listed in Schedule C. of the 2024 Street maintenance & URA improvements.
2. The Canby Urban Renewal Agency Administrator is authorized to enter into an agreement with the City of Canby regarding the reimbursement if legal counsel determines an agreement is necessary.

This resolution will take effect on May 15, 2024.

ADOPTED this 15<sup>th</sup> day of May 2024 by the Canby Urban Renewal Agency.

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Traci Hensley, Chair

ATTEST:

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Maya Benham, CMC  
City Recorder

April 23, 2024

CURRAN-McLEOD, INC.  
CONSULTING ENGINEERS

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

City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013  
Attn: Ms. Eileen Stein, City Administrator

**RE: CITY OF CANBY  
2024 CANBY STREET MAINTENANCE & URA ALLEYWAY IMPROVEMENT  
BID TABULATION & RECOMMENDATION OF AWARD**

Mr. Mayor and City Council Members:

On Tuesday, April 23<sup>rd</sup>, 2024, the City of Canby received four (4) bids for the 2024 Street Maintenance & URA Alleyway Improvements Project. A summary of the bids is shown on the attached tabulation, with the low bid received from **Eagle-Elsner, Inc.**

The summary of cost from each of the four (4) bidders is shown on the attached tabulation and listed below:

1.	Eagle-Elsner, Inc.	\$1,120,120.00
2.	KNL Industries	\$1,158,320.00
3.	S-2 Contractors, Inc.	\$1,337,350.00
4.	North Santiam Paving	\$1,405,275.00

**BID REVIEW**

Each bid was reviewed for compliance with the bidding requirements listed in the contract documents. All bids were reviewed for mathematical entries, acknowledgement of addenda, bonding information, first tier subcontractor disclosure information and execution of the bid. All bidders are deemed responsive and responsible.

The low bidder, **Eagle-Elsner, Inc.**, has a good record with the Construction Contractors Board, is prequalified with the Oregon Department of Transportation, is a local contractor and has fulfilled numerous contracts with the City in the past with no issue.

SUMMARY & RECOMMENDATION

After review of all bids received, we recommend the City of Canby award the 2024 Street Maintenance & URA Alleyway Improvements project to the low responsive bidder, **Eagle-Elsner, Inc.** in the amount of One Million One Hundred Twenty Thousand One Hundred Twenty and 00/100 Dollars (\$1,120,120.00).

We have enclosed a staff report, an ordinance, a bid tabulation, and a contract for construction for the City to proceed with award of the contract. In anticipation of awarding the contract, we have issued the Notice of Intent to Award on April 24, 2024, to all bidders.

Very truly yours,

CURRAN-McLEOD, INC.



Jeremy S. Thomas, P.E.

Enclosures: Staff Report  
Ordinance  
Bid Tabulation  
Contract for Construction



BID TABULATION - ALL SCHEDULES				Eagle-Elsner	KNL Industries	S-2 Contractors	N. Santiam Paving
Basic Bid Items:		Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
<b>Schedule A - Street Overlay</b>							
A.1	Mobilization, Including Bonding, Insurance & Miscellaneous Costs Not Identified as a Bid Item	1 LS	\$ 35,000.00	\$ 40,000.00	\$ 41,500.00	\$ 79,000.00	\$ 79,000.00
			\$ 35,000.00	\$ 40,000.00	\$ 41,500.00	\$ 79,000.00	\$ 79,000.00
A.2	Traffic Control & Temporary Erosion Control Measures	1 LS	\$ 36,000.00	\$ 40,000.00	\$ 50,000.00	\$ 53,500.00	\$ 53,500.00
			\$ 36,000.00	\$ 40,000.00	\$ 50,000.00	\$ 53,500.00	\$ 53,500.00
A.3	Site Restoration	1 LS	\$ 7,000.00	\$ 1,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
			\$ 7,000.00	\$ 1,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
A.4	Grind Existing Pavement, (6' wide panel along the curb, 0" to 2" depth)	10,100 LF	\$ 2.70	\$ 3.00	\$ 2.30	\$ 4.25	\$ 4.25
			\$ 27,270.00	\$ 30,300.00	\$ 23,230.00	\$ 42,925.00	\$ 42,925.00
A.5	Full Depth Reconstruction of Failed Roadway Sections, Includes Saw Cut, 16" Common Excavation, 12" of Base Rock & 4" of ACP in two lifts	220 SY	\$ 108.00	\$ 100.00	\$ 210.00	\$ 165.00	\$ 165.00
			\$ 23,760.00	\$ 22,000.00	\$ 46,200.00	\$ 36,300.00	\$ 36,300.00
A.6	1/2" Dense Mix ACP Overlay with PG 58-28 Binder, 2" Thick Single Lift	2,550 Tons	\$ 100.00	\$ 99.00	\$ 110.00	\$ 117.50	\$ 117.50
			\$ 255,000.00	\$ 252,450.00	\$ 280,500.00	\$ 299,625.00	\$ 299,625.00
A.7	1/2" Dense Mix ACP Pre-Level with PG 58-28 Binder	400 Tons	\$ 110.00	\$ 105.00	\$ 150.00	\$ 118.00	\$ 118.00
			\$ 44,000.00	\$ 42,000.00	\$ 60,000.00	\$ 47,200.00	\$ 47,200.00
A.8	4" Wide White or Yellow Thermoplastic Stripe	5,700 LF	\$ 1.65	\$ 2.00	\$ 2.30	\$ 1.60	\$ 1.60
			\$ 9,405.00	\$ 11,400.00	\$ 13,110.00	\$ 9,120.00	\$ 9,120.00
A.9	12" Wide White Stop Bars or 24" Wide White Thermoplastic Crosswalk Bars, 2' Wide x 9' Long Continental Crosswalk	590 SF	\$ 12.00	\$ 13.00	\$ 19.00	\$ 12.00	\$ 12.00
			\$ 7,080.00	\$ 7,670.00	\$ 11,210.00	\$ 7,080.00	\$ 7,080.00
A.10	Bike Stencils, Left Turn Arrows, Straight & Right Turn Arrows	8 Ea.	\$ 430.00	\$ 450.00	\$ 550.00	\$ 410.00	\$ 410.00
			\$ 3,440.00	\$ 3,600.00	\$ 4,400.00	\$ 3,280.00	\$ 3,280.00
A.11	ADA Truncated Warning Dome	22 Ea.	\$ 625.00	\$ 1,000.00	\$ 800.00	\$ 650.00	\$ 650.00
			\$ 13,750.00	\$ 22,000.00	\$ 17,600.00	\$ 14,300.00	\$ 14,300.00
A.12	4" Concrete Sidewalk	435 SY	\$ 215.00	\$ 165.00	\$ 160.00	\$ 250.00	\$ 250.00
			\$ 93,525.00	\$ 71,775.00	\$ 69,600.00	\$ 108,750.00	\$ 108,750.00
A.13	Concrete 'C' Curb, or Short Curb	880 LF	\$ 50.00	\$ 50.00	\$ 60.00	\$ 69.00	\$ 69.00
			\$ 44,000.00	\$ 44,000.00	\$ 52,800.00	\$ 60,720.00	\$ 60,720.00
A.14	Sawcut for Sidewalks	1,000 LF	\$ 4.50	\$ 3.00	\$ 3.00	\$ 2.50	\$ 2.50
			\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
A.15	Minor Manhole Grade Adjustment Ring	37 Ea.	\$ 215.00	\$ 600.00	\$ 400.00	\$ 530.00	\$ 530.00
			\$ 7,955.00	\$ 22,200.00	\$ 14,800.00	\$ 19,610.00	\$ 19,610.00
A.16	Reinstall Sign in Sidewalk with new V-Loc Base	9 Ea.	\$ 300.00	\$ 1,000.00	\$ 1,000.00	\$ 725.00	\$ 725.00
			\$ 2,700.00	\$ 9,000.00	\$ 9,000.00	\$ 6,525.00	\$ 6,525.00
		<b>Subtotal</b>	<b>\$ 614,385.00</b>	<b>\$ 622,395.00</b>	<b>\$ 706,950.00</b>	<b>\$ 798,935.00</b>	<b>\$ 798,935.00</b>
<b>Schedule B - Slurry Seal Treatment</b>							
B.1	Mobilization, Including Bonding, Insurance & Miscellaneous Costs Not Identified as a Bid Item	1 LS	\$ 20,000.00	\$ 10,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00
			\$ 20,000.00	\$ 10,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00
B.2	Traffic Control Measures, Including Public Outreach/Notification	1 LS	\$ 6,000.00	\$ 15,000.00	\$ 2,000.00	\$ 9,250.00	\$ 9,250.00
			\$ 6,000.00	\$ 15,000.00	\$ 2,000.00	\$ 9,250.00	\$ 9,250.00
B.3	Turn Arrow Stencils	3 Ea.	\$ 500.00	\$ 550.00	\$ 800.00	\$ 480.00	\$ 480.00
			\$ 1,500.00	\$ 1,650.00	\$ 2,400.00	\$ 1,440.00	\$ 1,440.00
B.4	4" Wide White or Yellow Thermoplastic Striping	1,000 LF	\$ 2.30	\$ 3.00	\$ 5.00	\$ 2.15	\$ 2.15
			\$ 2,300.00	\$ 3,000.00	\$ 5,000.00	\$ 2,150.00	\$ 2,150.00
B.5	Crack Seal Treatment	5,500 LF	\$ 2.50	\$ 2.00	\$ 9.50	\$ 3.25	\$ 3.25
			\$ 13,750.00	\$ 11,000.00	\$ 52,250.00	\$ 17,875.00	\$ 17,875.00
B.6	Type II Slurry Seal Treatment	20,100 SY	\$ 4.50	\$ 7.25	\$ 8.00	\$ 4.00	\$ 4.00
			\$ 90,450.00	\$ 145,725.00	\$ 160,800.00	\$ 80,400.00	\$ 80,400.00
		<b>Subtotal</b>	<b>\$ 134,000.00</b>	<b>\$ 186,375.00</b>	<b>\$ 230,450.00</b>	<b>\$ 123,115.00</b>	<b>\$ 123,115.00</b>
<b>Schedule C - Alleyway Improvements</b>							
C.1	Mobilization, Including Bonding, Insurance & Miscellaneous Costs Not Identified as a Bid Item	1 LS	\$ 17,965.00	\$ 25,000.00	\$ 28,000.00	\$ 48,000.00	\$ 48,000.00
			\$ 17,965.00	\$ 25,000.00	\$ 28,000.00	\$ 48,000.00	\$ 48,000.00
C.2	Traffic Control & Temporary Erosion Control Measures	1 LS	\$ 8,000.00	\$ 30,000.00	\$ 10,000.00	\$ 34,000.00	\$ 34,000.00
			\$ 8,000.00	\$ 30,000.00	\$ 10,000.00	\$ 34,000.00	\$ 34,000.00
C.3	Site Restoration	1 LS	\$ 4,570.00	\$ 2,500.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
			\$ 4,570.00	\$ 2,500.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
C.4	Common Excavation, Estimated 16" Depth	2,050 CY	\$ 40.00	\$ 25.00	\$ 42.00	\$ 51.50	\$ 51.50
			\$ 82,000.00	\$ 51,250.00	\$ 86,100.00	\$ 105,575.00	\$ 105,575.00
C.5	Sawcut for Driveways and Storm	600 LF	\$ 3.00	\$ 3.00	\$ 4.00	\$ 2.75	\$ 2.75
			\$ 1,800.00	\$ 1,800.00	\$ 2,400.00	\$ 1,650.00	\$ 1,650.00
C.6	8" of 1" Minus Base Rock	4,750 SY	\$ 19.00	\$ 13.00	\$ 21.00	\$ 20.00	\$ 20.00
			\$ 90,250.00	\$ 61,750.00	\$ 99,750.00	\$ 95,000.00	\$ 95,000.00
C.7	1/2" Dense Mix ACP Overlay with PG 58-28 Binder, 3" Thick Single Lift	750 Tons	\$ 118.00	\$ 110.00	\$ 110.00	\$ 135.00	\$ 135.00
			\$ 88,500.00	\$ 82,500.00	\$ 82,500.00	\$ 101,250.00	\$ 101,250.00
C.8	10" HDPE Pipe Storm Line	250 LF	\$ 105.00	\$ 150.00	\$ 120.00	\$ 95.00	\$ 95.00
			\$ 26,250.00	\$ 37,500.00	\$ 30,000.00	\$ 23,750.00	\$ 23,750.00
C.9	Core Existing Catch Basin & Connect New Storm	1 Ea.	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00
			\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 1,750.00	\$ 1,750.00
C.10	ODOT G-2 Catch Basin	3 Ea.	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,750.00	\$ 4,750.00
			\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,250.00	\$ 14,250.00
C.11	6" Concrete for Residential Driveway	250 SY	\$ 150.00	\$ 125.00	\$ 160.00	\$ 202.00	\$ 202.00
			\$ 37,500.00	\$ 31,250.00	\$ 40,000.00	\$ 50,500.00	\$ 50,500.00
C.12	Minor Catch Basin/Manhole Grade Adjustment	4 Ea.	\$ 600.00	\$ 1,500.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00
			\$ 2,400.00	\$ 6,000.00	\$ 3,200.00	\$ 6,000.00	\$ 6,000.00
		<b>Subtotal</b>	<b>\$ 371,735.00</b>	<b>\$ 349,550.00</b>	<b>\$ 399,950.00</b>	<b>\$ 483,225.00</b>	<b>\$ 483,225.00</b>

**TOTAL BASIC BID - SCHEDULES A & B** \$ 748,385.00 \$ 808,770.00 \$ 937,400.00 \$ 922,050.00

**TOTAL BASIC BID - SCHEDULE C** \$ 371,735.00 \$ 349,550.00 \$ 399,950.00 \$ 483,225.00

**TOTAL BASIC BID - ALL SCHEDULES** \$ 1,120,120.00 \$ 1,158,320.00 \$ 1,337,350.00 \$ 1,405,275.00

**CONTRACT FOR CONSTRUCTION**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024 by and between

\_\_\_\_\_  
City of Canby  
(hereinafter called OWNER) and

\_\_\_\_\_  
Eagle-Elsner, Inc.  
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

**City of Canby  
2024 STREET MAINTENANCE & URA ALLEYWAY IMPROVEMENT PROJECT**

The City reserves the right to adjust the basic bid quantities if the submitted low responsive bid exceeds the available budget. All adjusted quantities will be paid based on the bid unit prices.

The scope of work generally consists of milling approximately 10,000 lf along existing curbs and placing approximately 3,650 tons of ACP overlays; reconstruction of 22 ADA ramps; applying approximately 20,600 SY of type II slurry seal with crack seal repairs; new stripping; and improvements to approximately 2,900 lf of existing alleys, including ACP surfacing and storm drainage improvements where required.

**ARTICLE 2 - ENGINEER**

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIME**

- 3.1 The Work will be substantially completed within 75 calendar days after the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Two Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling:

One Million One Hundred Twenty Thousand One Hundred Twenty & 0/100 Dollars

(\$1,120,120.00) as shown in the attached Bid Proposal.

#### **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:
- (a) 95 % of the Work completed; and
  - (b) 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 15.01 of the General Conditions.
- 5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

## **ARTICLE 6 - INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

## **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the

Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents.
- 8.8 Drawings & Specifications bearing the following general title:

City of Canby  
2024 Street Maintenance  
& URA Alley Improvement Project
- 8.9 Addenda numbers 0 thorough 0.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in Article 1 of the General Conditions).

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2024.

OWNER:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

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