

ORDINANCE NO. 824

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH COLUMBIA EQUIPMENT FOR THE PURCHASE OF A TRAILER MOUNTED SEWER CLEANER; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for a trailer mounted sewer cleaner; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on July 28, 1988; and

WHEREAS, bids were received and opened on August 10, 1988, at 2:00 P.M., by the Public Works Director, Wayne Klem, in the Canby City Council Chambers and the following bids were read aloud:

BIDDER	ADDRESS	BID
Columbia Equipment	4123 NE Columbia Portland, OR 97211	\$22,195.00
Interwaste	P.O. Box 8441 Spokane, WA 99203	\$23,811.40
Flexible Systems	3221 Carter Avenue Marina Del Ray, CA 90292	\$28,970.00
General Equipment Co.	6767 NE Columbia Blvd. Portland, OR 97218	\$29,756.00
Utility Equipment	12805 SW 77th Place Tigard, OR 97223	\$30,111.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on September 7, 1988, and considered the bids and the reports and recommendations of the City staff ; and

WHEREAS, the Canby City Council determined that the lowest and best bid was that of Columbia Equipment; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate purchase agreement with Columbia Equipment, for the purchase of a trailer mounted sewer cleaner to the published specifications, for the bid amount of \$22,195.00. A copy of said purchase agreement 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 purchase 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 thereof on September 7, 1988; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, September 21, 1988, commencing after the hour of 7:30 p.m., at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.


Marilyn K. Perkett, City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on September 21, 1988, by the following vote:
YEAS 6 NAYS 0


William F. Pulver, Mayor

ATTEST:


Marilyn K. Perkett, City Recorder



4123 N.E. COLUMBIA BLVD. PORTLAND, OREGON 97211

(503) 288-6981

SALES ORDER

INVOICE NO _____

DATE _____

SALESMAN _____

BILL TO

SHIP TO

P.O. NO.	TERMS	SHIP VIA	F.O.B.	BUYER	PHONE NO.
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ORDERED	SHIPPED	B.O.	PART #	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT

TRADE IN: _____
(Description)

FREIGHT _____

ADDITIONAL TERMS: _____ TAX _____

TOTAL SALES PRICE _____

Purchaser agrees that the only warranty given Purchaser is the remaining Manufacturer's warranty, if any. **SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** If the personal property sold hereunder is accompanied by a manual of instructions for its proper use and maintenance, Seller shall not be liable in tort, contract or otherwise, for any damages, whether for injury to persons or property or otherwise, arising from the ownership, use or operation of such personal property, when such property is operated, modified or maintained in any fashion other than as specified in such manual of instructions. Purchaser agrees to defend, indemnify and hold harmless Seller from any claim of liability of any nature whatsoever arising from the use, operation or ownership of the personal property other than as specified in the manual of instructions. Seller shall in no event be liable for consequential, commercial or economic losses.

AS IS

THIS USED EQUIPMENT OR THESE USED MOTOR VEHICLES ARE SOLD AS IS **WITHOUT ANY WARRANTY**, EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING, CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLES OR EQUIPMENT.

COLUMBIA EQUIPMENT, INC.

THIS SALE IS SUBJECT TO ALL TERMS AND CONDITIONS ON THE FACE HEREOF AND ON THE REVERSE SIDE HEREOF.

Accepted by: _____
(Authorized Representative)

THIS ORDER SHALL BECOME BINDING ONLY WHEN IT IS ACCEPTED BY SELLER'S AUTHORIZED REPRESENTATIVE.

Purchaser _____

Salesman _____ By _____