

ORDINANCE NO 894

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH PARKER NORTHWEST PAVING CO., CANBY, OREGON, FOR STREET IMPROVEMENT TO N.W. FOURTH AVENUE; AND DECLARING AN EMERGENCY

**WHEREAS**, the City of Canby is making street improvements with some new curbs and sidewalks on N.W. Fourth Avenue between N. Ivy and N. Holly; and

**WHEREAS**, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on May 20 and 21, 1993; and

**WHEREAS**, bids were received and opened on June 1, 1993, at 4:00 p.m. in the City Council Chambers and read aloud; and

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, June 16, 1993, and considered the two bids and the reports and recommendations of the staff; and

**WHEREAS**, the Canby City council determined that the best bid was that of Parker Northwest Paving Co., Canby, Oregon, now therefore

**THE CITY OF CANBY ORDAINS AS FOLLOWS:**

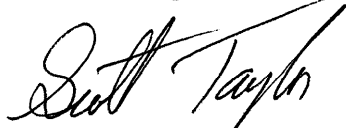
Section 1. The Mayor and City Recorder are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Parker Northwest Paving Co., Canby, Oregon, for the N.W. Fourth Avenue Street Project for the bid amount of \$54,537.50. A copy of said contract is attached hereto, marked 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 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, June 16, 1993; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, July 7, 1993, 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 1, 1993, by the following vote: YEAS 4 NAYS 0

  
Scott Taylor, Mayor

ATTEST:

  
Marilyn K. Perkett, City Recorder  
Ordinance No. 894

## CITY OF CANBY

4TH AVENUE STREET IMPROVEMENTS  
BID TABULATION

BID ITEM	UNIT	PARKER NW PAVING	GELCO
1. MOBILIZATION, including bonding and insurance.	Lump Sum	\$4,140.00	\$7,800.00
2. COMMON EXCAVATION, including subgrade preparation and sidewalk removal, to be disposed of off-site, CY	750	\$7.50 \$5,625.00	\$16.35 \$12,262.50
3. TREE REMOVAL, EA	6	\$100.00 \$600.00	\$1,550.00 \$9,300.00
4. 3" CLASS "C" ASPHALT CONCRETE PAVEMENT, in two lifts, SY	2100	\$6.00 \$12,600.00	\$7.45 \$15,645.00
5. CRUSHED ROCK			
5.1 8" of 1-1/2"-0" Crushed Rock, SY	2100	\$4.18 \$8,778.00	\$9.25 \$19,425.00
5.2 2" Lift 3/4"-0" Crushed Rock SY	2100	\$1.10 \$2,310.00	\$3.15 \$6,615.00
5.3 2"-0" Crushed Rock for Soft Spots, including soft spot excavation, rock placement and disposal of excavated material off-site, CY	20	\$15.00 \$300.00	\$39.45 \$789.00
6. STANDARD CONCRETE CURB, LF	510	\$6.20 \$3,162.00	\$6.45 \$3,289.50
7. CONCRETE SIDEWALK, SY	240	\$19.00 \$4,560.00	\$21.85 \$5,244.00
8. CONCRETE DRIVEWAY APPROACH, SY	95	\$30.00 \$2,850.00	\$23.60 \$2,242.00
9. STORM DRAINAGE			
9.1 Catch Basins, EA	3	\$800.00 \$2,400.00	\$730.00 \$2,190.00
9.2 Trench Excavation, Bedding, Pipe Zone and Select Backfill, LF	250	\$16.50 \$4,125.00	\$28.20 \$7,050.00
9.3 10" PVC Pipe, SDR, 35, LF	250	\$5.50 \$1,375.00	\$5.10 \$1,275.00
10. ADJUST MANHOLE FRAMES, EA	1	\$150.00 \$150.00	\$230.00 \$230.00
11. CONSTRUCT NEW MANHOLE, over 18" CSP Storm Line, 0'-8' Deep	Lump Sum	\$1,225.00	\$2,900.00
12. SAW CUT EXISTING A.C. PAVEMENT, LF	150	\$1.25 \$187.50	\$0.55 \$82.50
13. PAVEMENT STRIPING, angle parking area STA 0+40 to 2+40 left,	Lump Sum	\$150.00	\$285.00
TOTAL BASIC BID		\$54,537.50	\$96,624.50



CHANGE ORDER

Dated .....

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OWNER's Project No. .... ENGINEER's Project No. 1118  
 City of Canby  
 Project 4th Avenue Street Improvements

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CONTRACTOR ... Parker Northwest Paving  
 Contract For ... Street Improvements ... Contract Date September 1, 1993

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To: ... Parker Northwest Paving  
 CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

City of Canby  
 OWNER  
 By *Scott Taylor*  
 Dated 9-1, 1993

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Nature of the Changes

Incorporate unit prices as shown on attached tabulation.

Enclosures:

These changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$ 54,537.50
Net ( <del>INCREASE</del> ) (Decrease) Resulting from this Change Order	\$ 15,631.50
Current Contract Price Including This Change Order	\$ 38,906.00

NSPE-ACEC 1910-8-B (1978 Edition)

**CONTRACT FOR CONSTRUCTION**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 1993 by and between

\_\_\_\_\_  
**CITY OF CANBY**  
(hereinafter called OWNER) and

\_\_\_\_\_  
Parker Northwest Paving Co.  
(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  
4TH AVENUE  
STREET IMPROVEMENTS**

The Work is generally described as follows:

Construction of 330 lineal feet of street improvements.

**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 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 75 days after the date when the Contract Time commences to run.

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 One Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1. for substantial completion until the Work is substantially complete.

#### 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

Fifty Four THousand Five Hundred Thirty Seven and 50/100 (\$54,537.50).  
as shown in the attached Bid Proposal.

#### ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 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 14.1 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

95 % of the Work completed, and

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 14.7 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.13 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 14.13.

#### **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 279.

#### **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 studied carefully 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 (pages 20 to 24, inclusive).
- 8.2 Exhibits to this Agreement (pages - to -, inclusive).
- 8.3 Performance and other Bonds, (pages - to - inclusive or as attached).
- 8.4 Notice of Award.
- 8.5 General Conditions
- 8.6 Supplementary Conditions
- 8.7 Specifications consisting of pages I-1 to II-2 , inclusive, as listed in Table of Contents thereof.
- 8.8 Drawings bearing the following general title:

CITY OF CANBY  
4TH AVENUE  
STREET IMPROVEMENTS

- 8.9 Addenda numbers -- to --, inclusive.
- 8.10 CONTRACTOR'S Bid (pages 12 to 18, inclusive)
- 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 Section 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 binds 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 provision 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 four counterparts of this Agreement.

This Agreement will be effective on 9-1-93, 1993.

OWNER CITY OF CANBY

CONTRACTOR \_\_\_\_\_

182 N. Holly

Parker Northwest Paving Co.

Canby, OR 97013

PO Box 149

By Scott Taylor

Oregon City, OR 97045

By \_\_\_\_\_

Attest Marilyn Ruben

(Corporate Seal)

Attest \_\_\_\_\_

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_