ORDINANCE NO. 936

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH PARKER NORTHWEST PAVING FOR STREET AND SIDEWALK IMPROVEMENT TO NORTH JUNIPER STREET; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for street improvements to N. Juniper Street; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on February 27, 28 and March 6, 1995; and

WHEREAS, bids were received and opened on March 28, 1995, at 1:00 p.m. by the Public Works Supervisor, Roy Hester, in the Canby City Council Chambers and the following responses were read aloud:

BIDDER	ADDRESS	BID
Parker-Northwest Paving Co.	P.O. Box 149 Oregon City, OR	Option 1 \$ 43,848.00 Option 2 \$ 51,435.00 Option 3 \$ 51,848.00 Option 4 \$ 59,435.00
Wayne Jeskey Construction Co.	P.O. Box 1713 Clackamas, OR	Option 1 \$ 55,131.72 Option 2 \$ 67,069.42 Option 3 \$ 62,764.02 Option 4 \$ 75,360.93

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, April 5, 1995, and considered the bids and the reports and recommendations of the City staff, including the staff recommendation that Option 4 be selected; and

WHEREAS, the Canby City Council determined that the best bid (Option 4 total street and sidewalk on both sides) was that of Parker-Northwest Paving Company; 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 Company for the street and sidewalk improvements on N. Juniper Street for the bid amount (under Option 4) of \$59,435.00. A copy of a contract with Parker Northwest Paving Company is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

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<u>Section 2.</u> 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, April 5, 1995; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, April 19,1995, 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

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 4th day of April 19, 1995, by the following vote:

YEAS 6 NAYS 0

Scott Taylor, Mayor

ATTEST:

Marilyn K. Perkett, City Recorder

ESTIMATE AND CONT. ACT



ASPHALTIC PAVING CRUSHED ROCK, SAND & GRAVEL DRIVEWAYS – PARKING AREAS – ROADS PARKER-NORTHWEST PAVING CO.

BUILDER'S BOARD #2232

Phone (503) 656-0663 FAX (503) 656-1018

P.O. Box 149 Oregon City, Oregon 97045

DATE: March 28, 1995 JOB: Rebuild N. Juniper Street & N.E. 10th LOCATION:

TO: City of Canby

Attention: Roy Hester

BASIC BID (STREET REBUILD, NO SIDEWALK)

EX	CAVATION	Excavation - 12" ave. cut	
GP	ADE	Fine grade - 3200 sq. yds.	
RO	ОСК	10" of 1"-0 base rock	
AS	PHALT PAVING (BLACKTOP)	2" A-C mix (base lift) 1_2^{l} " A-C mix (top lift)	
		16" concrete curb, 81 lin. ft.	
Street Ar 40 X 720			Total Basic Bid \$43,848.00
Option 1.	. Base bid with sid	ewalk on West side -	2 \$51,435.00
Option 2. Base bid with sidewalk on East side -		\$51,848.00 3	
Option 3.	. Total street reco	nstruct - base bid with	
sidewalk on East and West sides -		\$59,435.00	
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Payment shall be due upon receipt of invoice after completion of work and an account shall be considered past due on the 10th of the month following the date of the invoice. A service charge of 1% per month (12% per annum) will be charged on accounts past due 30 days. If the foregoing meets with your acceptance, kindly sign and return white copy of this proposal which thereupon becomes a contract between us. Upon its receipts it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement between us.

This Agreement including the terms and Conditions on the reverse side is Accepted by DATE

PARKER-NORTHWEST PAVING CO.