

**ORDINANCE NO. 1020**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH RON ROBINSON FOR CONSTRUCTION OF THE MOTOR POOL OFFICE ADDITION; AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Canby has heretofore solicited and received bids for the Motor Pool Office Addition; and

**WHEREAS**, the solicitation for bids was processed in accordance with public bid requirements of ORS 279; and

**WHEREAS**, bids were received by the Public Works Supervisor for the City of Canby and the only complete, responsive bid was from Ron Robinson, CB number 035348; and

**WHEREAS**, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, April 21, 1999, and considered the bid and recommendations of the City staff, including the staff recommendation that the low responsive bid be selected; and

**WHEREAS**, the Canby City Council determined that the low responsive bid was that of Ron Robinson; 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 Ron Robinson, for construction of the motor pool office addition, for the bid amount of \$20,073.72. A copy of the contract with Ron Robinson 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 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 21, 1999; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, May 5, 1999, after the hour of 7:30 pm at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.

*Chauncey F. Seifried*  
Chauncey Seifried, City Recorder

**PASSED** on second and final reading by the Canby City Council at a regular meeting thereof on the 5th day of May, 1999, by the following vote:

6 YEAS 0 NAYS

*Scott Taylor*  
Scott Taylor, Mayor

ATTEST:

*Chauncey F. Seifried*  
Chauncey Seifried, City Recorder

EXHIBIT A

**CONTRACT FOR CONSTRUCTION**

THIS AGREEMENT is dated as of the 5 day of May in the year 1999 by and between

CITY OF CANBY

(hereinafter called OWNER) and

RON ROBINSON

(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 solicitation documents:

The Work is generally described as follows:

Construction of an office addition to the City of Canby Motor Pool building .

**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 by the Owner.

**ARTICLE 3 - CONTRACT TIME**

The Work will be substantially completed within 120 calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 30 days after the date when the issuance of the Certificate of Substantial Completion.

**ARTICLE 4 - CONTRACT PRICE**

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

Twenty thousand, seventy three dollars and seventy two cents (\$20,073.72).

## **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for progress payments monthly.

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

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

5.2 Final Payment: Upon final completion and acceptance of the Work, the OWNER shall pay the remainder of the value of the Contract Work completed.

## **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 as available.

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 provided as he deems necessary for the performance of the Work.

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.

**ARTICLE 8 - CONTRACT DOCUMENTS**

The contract documents consist of one drawing labeled "City Shops, Motor Pool Expansion" as prepared by Ron Sellards.

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 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;
- 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 this agreement.
- 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 four counterparts of this Agreement.

This Agreement will be effective on May 5, 1999.

OWNER

CONTRACTOR

CITY OF CANBY

Ron Robinson

182 N. Holly Street

223330 S Central Point Road

Canby, OR 97013

Canby, OR 97013

By 

By 

Name/Title Mayor

Name/Title Owner