

ORDINANCE NO. 1269

AN ORDINANCE RATIFYING A CONTRACT WITH PETERSON EQUIPMENT SERVICES LLC OF CANBY, OREGON FOR THE PURCHASE OF A MIXING SCREW CONVEYOR FOR THE WASTE WATER TREATMENT FACILITY OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, on November 28, 2007, a mixer screw conveyor used by the City of Canby's Waste Water Treatment Facility (WWTF) malfunctioned and needed to be replaced; and

WHEREAS, the Canby City Administrator declared that emergency conditions existed requiring prompt action to purchase a new mixer screw conveyor as soon as possible to replace the malfunctioning conveyor; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit B (4) an emergency contract was entered into and signed on behalf of the City by the Canby Public Works Operations Manager on December 12, 2007 a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

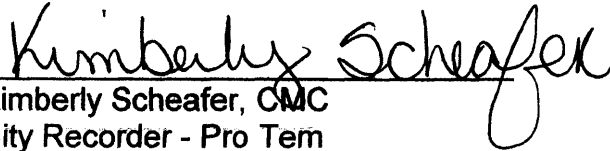
WHEREAS, within 30 days of the date of this contract, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this contract and the staff report and believes it to be in the best interest of the City to ratify this contract; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Contract, marked as Exhibit "A" hereto, with Peterson Equipment Services LLC of Canby, Oregon executed on December 12, 2007 by the City Public Works Operations Manager is hereby authorized and ratified as an emergency contract entered into under circumstances that created a substantial risk of interruption of services to the City of Canby, Oregon and the Council finds that awarding the contract in this manner was unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and will result in a substantial cost savings to the City.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to ratify the new contract without further delay, and to better serve the citizens of Canby, 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 January 2, 2008, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on January 16, 2008, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2nd Ave in Canby, Oregon.

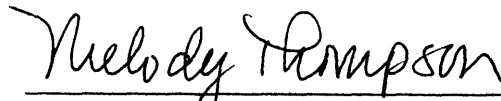


Kimberly Scheafer, CMC
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS 6

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder - Pro Tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY and PETERSON EQUIPMENT SERVICES.

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$33,000 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the

compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in

City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
 - A. Liability - \$1,000,000.00 combined single limit, including automobile coverage for any vehicle used for City business. Property damage per occurrence, \$250,000.00.
 - B. Professional liability – errors and omissions - \$1,000,000.00.

The Contractor shall provide City with copy of insurance certificate within 30 days of the date of this contract. Contractor shall name the City as an additional insured for the period of the contract. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

9. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
10. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
11. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight(48) hours after mailing unless sooner received.

CITY: Dwayne Barnes
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013


CONTRACTOR: Mike Peterson (Owner)
Peterson Equipment Services
1075 SE 2nd ST
Canby, Oregon 97013
503-266-1825

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CITY OF CANBY:

By: 

By: 

Date: 12-12-07

Date: 12-12-07

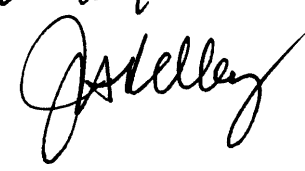
Approved as to form:


EXHIBIT A

PETERSON EQUIPMENT SERVICES LLC

1075 SE 2ND ST
CANBY, OR 97013

PHONE (503) 266-1825
FAX (503) 266-6748
PES97013@AOL.COM
Petersonequipment.net

December 5, 2007

To: Canby Water Treatment Plant,

Attn: Darwin Tramel

Peterson Equipment Services will remove existing mixer screw conveyor and chute feeding conveyor. Cut and raise approximately 42". Disassemble mixer screw conveyor. Repair and machine screw for modification of discharge of waste by adding a bearing machining housing to accommodate bearing. Raise Approximately 42" add leg install.

Add 1 thirty two ft long belt conveyor under discharge screw conveyor 5/16 thick by 20" wide belt formed stainless steel pans 10ft long sections 3/16 thick with 10" sides 22" wide bottom 3/4" V in bottom of pan for tracking 9" drive pulley stainless steel with lagging for shur grip 1-15/16 Drive shaft sprocket driven 3 HP Inline. Gear box 78 final rpm. tefc Motor inverter ready if need be. Tail pulley 8" Diam with 1-15/16 shaft with belt take ups for belt tension, installed through wall and anchored in place.

Water treatment plant responsible for all electrical and hole threw existing wall for belt conveyor to travel threw.

Quote \$33,000.00

Quote good for 30days

Thank you,

Mike Peterson