

ORDINANCE NO. 1293

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER # 4 WITH PARKER NORTHWEST PAVING COMPANY FOR CONSTRUCTION OF SEQUOIA PARKWAY STAGES 5 & 6 AND TOWNSHIP ROAD STREET IMPROVEMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on November 27th, 2007; and

WHEREAS, bids were received and opened on December 18th, 2007 at 2:00 pm in the Council Chamber of the Canby City Hall and the low, responsive bidder was Parker NW Paving Company of Oregon City, Oregon; and

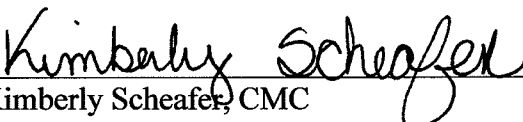
WHEREAS, in accordance with the General Provisions for Public Contracting, the Canby City Council, acting as the City's Contract Review Board, met on January 16th, 2008 and awarded a construction contract for the project to Parker NW Paving Company of Oregon City, Oregon in the sum of \$1,159,784.35; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, the attached Change Order No. 4 with Parker Northwest Paving Company of Oregon City, Oregon in the amount of \$41,520.17. A copy of the Change Order No. 4 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, August 6th, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, August 20th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

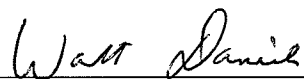


Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 20th day of August, 2008, by the following vote:

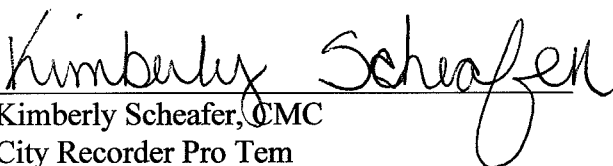
YEAS: 5

NAYS: 0



Walt Daniels
Council President

ATTEST:



Kimberly Scheafer, CMC
City Recorder Pro Tem

CHANGE ORDER NO. 4

Dated August 1, 2008

OWNER'S Project No ENGINEER'S Project No 1495

Project Sequoia Parkway 5&6 and Township Rd Street Improvements

CONTRACTOR Parker NW Paving Company

Contract For: Sequoia Parkway 5&6 and Township Rd Street Improvements
 Contract Date: January 16th, 2008

To PARKER NW PAVING COMPANY
 CONTRACTOR

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

CITY OF CANBY
 OWNER

By *Walt Daniels*

Dated Aug 20, 2008

Nature of Changes

Bugni Property		
1. Manorstone Block Wall along the Bugni Property	425 SF @ \$30.00	\$12,750.00
2. 6-foot Stacked Picture Frame Style Wood Fence	178 LF @ \$37.49	6,673.22
3. 4-foot Black Powder Coated Vinyl Chainlink Fence	125 LF @ \$22.24	2,780.00
4. 1- 12'x4' Swing Gate	1 Each @ 562.00	562.00
5. 1- 20'x4' Slide Gate	1 Each @ 1,091.00	1,091.00
6. 1- 30'x4' Slide Gate	1 Each @ 1,636.00	1,636.00
		<u>\$25,492.22</u>
Perkins and Rover Properties		
1. 6-foot Galvanized Chainlink Fence, 11 Gauge	125 LF @ \$15.25	\$8,707.75
2. 1- 12'x6' Single Swing Gate	1 Each @ 620.96	620.96
		<u>\$9,328.71</u>
Cross Walk and Arrow	All Lump Sum	<u>750.00</u>
Total		\$ 35,570.93
Contractor's Mark up@ 15%	\$35,570.93 x 0.15	\$5,335.64
Contractor's Bonding @1.5%	\$40,906.57 x .015	<u>613.60</u>
	Total Cost Increase	\$41,520.17

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

Contract Price Prior to This Change Order \$ 1,175,664.35

Net (Increase) (~~Decrease~~) Resulting from this Change Order \$41,520.17

Current contract Price Including This Change Order \$1,217,184.52

Contract Time Prior to This Change Order 195
(Days or Date)

Net (Increase) (~~Decrease~~) Resulting from This Change Order -0-
(Days)

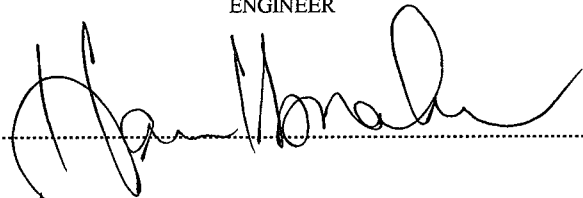
Current Contract Time Including This Change Order 195
(Days or Date)

The Above Changes Are Approved:

..... CURRAN-MCLEOD, INC.

ENGINEER

By

..... 

Dated

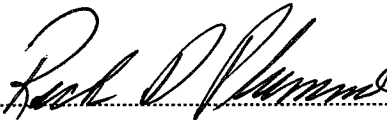
..... August 1, 2008

The Above Changes Are Accepted:

..... PARKER NW PAVING COMPANY

CONTRACTOR

By

..... 

Dated

..... 8/1/08

DUTY FENCE

COMPANY, INC.
 Post Office Box 237
 Hubbard, Oregon 97032

OREGON STATE
 Contractor #93477

Toll Free
 1-800-880-DUTY
 Woodburn & Surrounding
 503-981-4958

Fax
 503-981-1972
 Salem & Surrounding
 503-363-1144

Name PARKER NORTHWEST	Phone 266-5552	Date 7-29-08
Street	Job Name TOWNSHIP TO SE 4th AVE IMPROVEMENTS	
City, State and Zip Code	Job Location CANBY OR	

Height	4'	Approx. Length	125'	Gates	1-Swing, 2-Slide			
Chain Link	<input checked="" type="checkbox"/>	9 Ga.	<input checked="" type="checkbox"/>	1-1/2	<input type="checkbox"/>			
Slat	<input type="checkbox"/>	11 Ga.	<input type="checkbox"/>	1-1/2	<input checked="" type="checkbox"/>			
Vinyl	<input checked="" type="checkbox"/>	11 1/2 Ga.	<input type="checkbox"/>	None	<input type="checkbox"/>			
Wood	<input type="checkbox"/>	Vinyl	<input type="checkbox"/>	Wire	None			
POSTS	Line	Terminal	Gate	CLEARING BY:	FENCE TO:	Barb	None	<input checked="" type="checkbox"/>
O.D.	2"	2 1/2'	2 1/2'	Customer	Follow Contour	Wire	45° Out	<input type="checkbox"/>
			4'	Duty Fence Company	Straight		45° In	<input type="checkbox"/>
							Straight Up	<input type="checkbox"/>

Supply & install 125' of 4' black vinyl chain link fence
 with 1- 12' x 4' swing gate, 1- 20' x 4' slide gate and 1- 30' x 4'
 slide gate

COST PER FOOT	22.24	x 125'	= \$	2780.00
1- 12' x 4' swing gate			\$	562.00
1- 20' x 4' slide gate			\$	1091.00
1- 30' x 4' slide gate			\$	1636.00
OPTION: install 2- 30' x 4' cantilever rolling gates in place of 3-gates		ADD	\$	1136.00

Permission should be obtained by customer if attachment is to be made to neighbor's fence.

WE PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications for the sum of:

Dollars (\$ _____)

TERMS. DUE UPON COMPLETION

You, the owner, or agent are responsible for a cleared & staked property line & to furnish location and character of any underground wires, pipes, sewers, conduits or obstructions which may interfere with or be damaged by Duty Fence Company, Inc. or be the cause of injury or other damage. The undersigned agrees to hold Duty Fence Company, Inc. and the contractor harmless from all claims for personal injury, property damage or damages from or by means of the installation of said fence material. This contract does not include any grading, surveying, nor the removal of any trees or shrubs unless specified in writing above. In the event fence lines are not prepared a \$50.00 trip fee will be charged to customer's account. If payment is not made as set forth above, a service charge shall be added to the unpaid balance and shall be computed by a single periodic rate of 1 1/2% per month which is an annual percentage rate of 18% per annum.

It is also agreed that Duty Fence Company, Inc. will retain title to all equipment and material furnished until final & complete payment is made & if equipment is not made as agreed, Duty Fence Company, Inc. shall have the right to remove fence and be held harmless for any damages resulting from the removal thereof. If the services of an attorney are required for collection, all such fees will be for the purchaser's account. All work to be completed in a workmanlike manner according to standard practices.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please print the reverse side of this form. Sign if applicable.

Duty Fence Company, Inc.

By PATRICK DUBO

Buyer _____

Date _____

DUTY FENCE

COMPANY, INC.

Post Office Box 237
 Hubbard, Oregon 97032

OREGON STATE
 Contractor #93477

Toll Free
 1-800-880-DUTY
 Woodburn & Surrounding
 503-981-4958

Fax
 503-981-1972
 Salem & Surrounding
 503-363-1144

Name PARKER NORTHWEST	Phone 266-5552	Date 7-29-08
Street	Job Name TOWNSHIP TO SEE 4th IMPROVEMENTS	
City, State and Zip Code	Job Location CANBY OR	

Height 6'	Approx. Length 178'	Gates ---
Chain Link <input type="checkbox"/>	8 Ga. <input type="checkbox"/>	1-1/4" <input type="checkbox"/>
Slat <input type="checkbox"/>	11 Ga. <input type="checkbox"/>	1-5/8" <input type="checkbox"/>
Vinyl <input type="checkbox"/>	11 1/2 Ga. <input type="checkbox"/>	None <input type="checkbox"/>
Wood <input checked="" type="checkbox"/>	Vinyl <input type="checkbox"/>	None <input type="checkbox"/>
POSTS	Line	Terminal
O.D.	4x4	4x4
CLEARING BY:	FENCE TO:	Barb
Customer <input checked="" type="checkbox"/>	Follow Contour <input checked="" type="checkbox"/>	None <input type="checkbox"/>
Duty Fence Company <input type="checkbox"/>	Straight <input type="checkbox"/>	Wire <input type="checkbox"/>
		45° Out <input type="checkbox"/>
		45° In <input type="checkbox"/>
		Straight Up <input type="checkbox"/>

SUPPLY & INSTALL 178' OF 1X6X6 CEDAR WOOD FENCE	
SOLID BOARD FLAT TOP STYLE	27.75 A FOOT
SOLID BOARD DOG EAR STYLE	28.51 A FOOT
STACKED PICTURE FRAME STYLE	37.49 A FOOT

Permission should be obtained by customer if attachment is to be made to neighbor's fence.

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Dollars (\$) _____

TERMS: DUE UPON COMPLETION

You, the owner, or agent are responsible for a cleared & staked property line & to furnish locations and character of any underground wires, pipes, sewers, conduits or structures which may interfere with or be damaged by Duty Fence Company, Inc. or be the cause of injury or other damage. The undersigned agrees to hold Duty Fence Company, Inc. and the contractor harmless from all claims for personal injury, property damage or expenses from or by means of the installation of said fence material. This contract does not include any grading, surveying, nor the removal of any fence or shrubs unless specified in writing above. In the event fence lines are not prepared a \$250.00 trip fee will be charged to customer's account. If payment is not made as set forth above, a service charge shall be added to the unpaid balance and shall be computed by a single principle rate of 1 1/2% per month which is an Annual percentage rate of 18% per annum.

It is also agreed that Duty Fence Company, Inc. will retain title to all equipment and material furnished until final & complete payment is made & if settlement is not made as agreed, Duty Fence Company, Inc. shall have the right to remove fence and be held harmless for any damage resulting from the removal thereof. If the services of an attorney are required for collection, all such fees will be for the purchaser's account. All work to be completed in a workmanlike manner according to standard practices.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please read the reverse side of this form. Sign if applicable.

Duty Fence Company, Inc.

Buyer _____

By PATRICK DUBY

Date _____

DUTY FENCE

COMPANY, INC.

Post Office Box 237
 Hubbard, Oregon 97032

OREGON STATE
 Contractor #93477

Toll Free
 1-800-880-DUTY
 Woodburn & Surrounding
 503-981-4938

Fax
 503-981-1972
 Salem & Surrounding
 503-363-1144

Name PAKEL NORTHWEST	Phone 206-5552	Date 7-29-08
Street	Job Name TOWNSHIP TO SE 4th IMPROVEMENTS	
City, State and Zip Code	Job Location CANBY OR	

Height 6'	Approx. Length 571'	Gates 1- 12'x6'					
Chain Link <input checked="" type="checkbox"/> 9 Ga. <input type="checkbox"/>	11 Ga. <input checked="" type="checkbox"/>	Rail <input type="checkbox"/> 1-1/4" <input type="checkbox"/> Top <input type="checkbox"/>					
Slat <input type="checkbox"/>	11 1/2 Ga. <input type="checkbox"/>	1-1/8" <input checked="" type="checkbox"/> Tension <input type="checkbox"/> Bottom <input checked="" type="checkbox"/>					
Vinyl <input type="checkbox"/>	Vinyl <input type="checkbox"/>	None <input type="checkbox"/> Wire <input type="checkbox"/> None <input type="checkbox"/>					
Wood <input type="checkbox"/>							
POSTS	Line	Terminal	Gate	CLEARING BY:	FENCE TO:	Barb	None
O.D.	2 1/2"	3"	4"	Customer <input checked="" type="checkbox"/>	Follow Contour <input checked="" type="checkbox"/>	Wire <input type="checkbox"/>	45° Out <input checked="" type="checkbox"/>
	2"	2 1/2"	4"	Duty Fence Company <input type="checkbox"/>	Straight <input type="checkbox"/>		45° In <input type="checkbox"/>
							Straight Up <input type="checkbox"/>

Supply & install 571' of 6' 11ga GALV CHAIN LINK FENCE
 with 1- 12'x6' Single Swing Gate
 PER ODOT STANDARDS

571 @ 20.33	=	11,608.43
1- 12'x6' Gate		673.12
Light Commercial		
571 @ 15.25	=	8707.75
1- 12'x6' Gate		620.96

Permission should be obtained by customer if attachment is to be made to neighbor's fence.

WE PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications for the sum of: _____ Dollars (\$ _____)

TERMS: DUE UPON COMPLETION

You, the owner, or agent are responsible for a cleared & marked property line & to furnish locations and character of any underground wires, pipes, sewers, conduits or obstructions which may interfere with or be damaged by Duty Fence Company, Inc. or be the cause of injury or other damage. The undersigned agrees to hold Duty Fence Company, Inc. and the contractor harmless from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material. This contract does not include any grading, surveying, nor the removal of any fence or shrubs which is specified in writing above. In the event fence lines are not prepared a \$50.00 trip fee will be charged to purchaser's account. If payment is not made as set forth above, a service charge shall be added to the unpaid balance and shall be computed by a simple periodic rate of 1 1/2% per month which is an annual percentage rate of 18% per annum. It is also agreed that Duty Fence Company, Inc. will retain title to all equipment and materials furnished until final & complete payment is made & if such payment is not made as agreed, Duty Fence Company, Inc. shall have the right to remove fence and be held harmless for any damages resulting from the removal thereof. If the services of an attorney are required for collection, all such fees will be for the purchaser's account. All work to be completed in a workmanlike manner according to standard practices.

ACCEPTANCE OF PROPOSAL:
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please read the reverse side of this form. Sign if applicable.

Duty Fence Company, Inc. Buyer _____
 By **PATRICK DUBY** Date _____