### **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 16<sup>th</sup>, 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.

<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, August 6<sup>th</sup>, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, August 20<sup>th</sup>, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2<sup>nd</sup> 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:

City Recorder Pro Tem

	Dated August 1	, 2008
OWNER'S Project No E	NGINEER'S Project No	0 1495
Project Sequoia Parkway 5&6 an	nd Township Rd Str	eet Improvements
CONTRACTOR Parker NW Paving Company		
Contract For: Sequoia Parkway 5&6 and Township Rd Street Improvements	Contract Date: Jan	nuary 16 <sup>th</sup> , 2008
To PARKER NW PAN	/ING COMPANY	
CONTRAC	TOR	
You are directed to make the changes noted below in the subject Co		
	CITY C	OF CANBY
		OWNER
В		4 Danus
D	rated	105 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 5. 1- 20'x4' Slide Gate	1 Each @ 562.00 1 Each @ 1,091.00	562.00 1,091.00
6. 1-30'x4' Slide Gate	1 Each @ 1,636.00	1,636.00
	1 2mm @ 2,00 000	\$25,492.22
Perkins and Rover Properties	10515 0 01505	<b>40.707.75</b>
<ol> <li>6-foot Galvanized Chainlink Fence, 11 Gauge</li> <li>1- 12'x6' Single Swing Gate</li> </ol>	125 LF @ \$15.25 1 Each @ 620.96	\$8,707.75 620.96
2. 1-12 x0 Single Swing Gate	1 Lacii (a) 020.90	\$9,328.71
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	613.60
	<b>Total Cost Increase</b>	\$41,520.17

These changes result in the following adjustment of Contract Price	ce 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	-()-
	(Days)
Current Contract Time Including This Change Order	195 (Days or Date)
The Above Changes Are Approved:	CURRAN-McLEOD, INC.
The Above Changes Are Approved:	CURRAN-McLEOD, INC.  ENGINEER
Ву	
Ву	
By	ENGINEER DY
By	PARKER NW PAVING COMPANY

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# COMPANY, INC.

Post Office Box 237 Hubbard, Oregon 97032

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

Fax 503-981-1972 Saism & Surrounding 503-363-2144

**OREGON STATE** Contractor #93477

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DUTY FENCE

COMPANY, INC.

Post Office Box 237 Hubbard, Oregon 97032

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

Fax 503-981-1972 Salem & Surrounding 503-363-1144 OREGON STATE Contractor #93477

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