

ORDINANCE NO. 1321

AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH SNYDER ROOFING OF TIGARD, OREGON FOR THE INSTALLATION OF A NEW ROOF FOR THE CANBY ADULT CENTER BUILDING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received three (3) quotes for the installation of a new roof on the Canby Adult Center building; and

WHEREAS, quotes were received and opened on October 26, 2009 at 2:00 pm in the Planning Department Conference Room and the quotes were read aloud:

WHEREAS, the quoting companies are as listed below and a detailed tabulation of all items is attached herein:

No.	Bidder	Total Basic Bid
1.	Snyder Roofing	\$ 71,017.50
2.	McGilchrist & Sons Roofing	\$ 80,988.90
3.	McDonald & Wetle, Inc.	\$ 87,747.76

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, November 4, 2009, and considered the quotes and reports and recommendations of the City staff, including the staff recommendation that the low responsive quote be selected; and

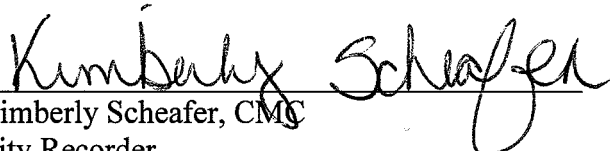
WHEREAS, the Canby City Council determined that the low responsive quote was that of Snyder Roofing of Tigard, Oregon; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or Interim City Administrator 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 Snyder Roofing of Tigard, Oregon for the installation of a new roof for the Canby Adult Center, for the quoted amount of \$ 71,017.50. A copy of the contract with Snyder Roofing 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, November 4, 2009; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, November 18, 2009, 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

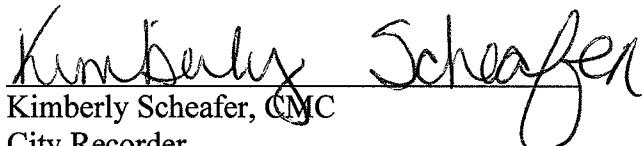
PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 18th day of November, 2009, by the following vote:

YEAS 6 NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, CMC
City Recorder

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 28th day of October in the year 2009.
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

CITY OF CANBY
P. O. Box 930
Canby, OR 97013

and the Contractor:
(Name, address and other information)

SNYDER ROOFING OF OREGON, LLC
P. O. Box 23819
Tigard, OR 97281-3819

for the following Project:
(Name, location and detailed description)

Project #09032 – BUR Salvage & Re-Roof

CITY OF CANBY – CANBY ADULT CENTER
1250 South Ivy Street
Canby, Oregon

The Roof Consultant:
(Name, address and other information)

A-TECH/NORTHWEST, INC.
2501 NW Gerke Rd.
Prineville, OR 97754

NOTE: Roof Consultant is not an Architectural Firm nor is it acting as such. All references to the Architect shall be deemed to refer to the Roofing Consultant, who is acting as the Owner's representative.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

1. Commencement date shall be stipulated as of and by the formal notice of intent to proceed/award.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

*** (Not applicable)*

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Substantial Completion is required by February 26, 2010, or as agreed upon by Owner or Owner's representative due to weather, etc.

- Schedule is required via the submittal process before project start-up.
- Extension required documentation and approved agreement

Portion of Work	Substantial / Final Completion Date
Substantial Completion	February 26, 2010
Final Close-out, including required close-out paperwork	March 15, 2010

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

***(Not applicable to these specific projects)*

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy-one Thousand, Seventeen dollars and 50/100's (\$71,017.50), subject to additions and deductions as provided in the Contract Documents.

1. Contract sum includes Performance / Payment Bonds.
2. Contract sum includes 10-year Manufacturer's NDL Warranty

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
Quote #-1 – Base Bid <i>(Built-up Roof System)</i>	1	\$ 69,125.00
Additional work as approved by specified/defined Change Order process shall be cost plus as follows:*		
1. Additional work – labor billed at quoted rate <i>(no mark-up)</i> .	per/hour	\$ 64.00
2. Additional work – materials billed at actual documented cost plus 15% mark-up.	15%	
3. Additional work shall only be approved via Change Order.		
Additional cost for sub-contractor mark-up <i>(as required on tasks outside contract)</i> at 10% on approved work.	10%	
1. Work must be approved via defined Change Order procedures.*		
Cost of Performance/Payment Bonds. <i>(Required for this project)</i>	2%	\$ 1,392.50
Cost of Manufacturer’s 10-year NDL Warranty. <i>(Exercised by Owner for this project.)</i>	1	\$ 500.00
* as defined within the Specification documents.		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Once a month billing, as submitted and approved on AIA forms, less retainage.

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User Notes:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 31st day of the 2nd month.-
*(45 day cycle) If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of FIVE (5%). Pending final determination of cost to the Owner of changes in the Work, and not in dispute by Owner or Owner's representative;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of FIVE (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

(Paragraph deleted)

- .1 If Final Completion of the Work is materially delayed through no fault of the Contractor, the Owner shall, upon application by the Contractor and certification by the Roof Consultant, make payment of the balance due for that portion of the Work fully completed and accepted.
 - a. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Roof Consultant prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- .2 If the Contractor fails or refuses to complete the Work, or has unsettled claims with the Owner, any final payment to the Contractor shall be subject to deduction for such amounts as the Roof Consultant, or Owner's representative if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

** *(Not applicable)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract; and
- .2 a final Authorization has been issued by the Roof Consultant.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

1. Upon acceptance by Owner of all work associated within this contract and receipt of all close-out documents as noted within the Specifications.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Roof Consultant will serve as Initial Decision Maker *(for claims, disputes, or other matters in controversy arising out of or related to the Contract)*, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be as follows:-

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration

1. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in demand all Claims then known to that party on which arbitration is permitted to be demanded.
2. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Appendix A attached.

§ 7.2 The Work may be suspended by the Owner as provided in Appendix A attached.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

*** (No late payment penalty/interest is applicable to this project.)*

§ 8.3 The Owner’s Roof Consultant:
(Name, address and other information)

A-TECH/NORTHWEST, INC.
2501 NW Gerke Rd.
Prineville, OR 97754
503-628-2882
503-266-2428 *(fax)*

§ 8.4 The Contractor’s representative:
(Name, address and other information)

SNYDER ROOFING OF OREGON, LLC
P. O. Box 23819
Tigard, OR 97281-3819
503-620-5252
503-684-3310 *(fax)*

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

- 1. Contractor is responsible for obtaining/purchasing any and all permits required for this project at no additional cost to Owner *(refer to Bid documents for further info).*

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.-
(Not Applicable - See 9.1.3 below)

§ 9.1.3 The General, Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
CITY OF CANBY – CANBY ADULT CENTER	Built-up Roof System Re-roof Specification Project # 09032	September 15, 2009	119 pgs.
ADDENDUM #1	Pre-Bid Meeting Report	October 20, 2009	3 pgs.
CITY OF CANBY – CANBY ADULT CENTER	Roof Moisture Study	August 19, 2009	35 pgs.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

City of Canby – Canby Adult Center Built-up Roof System Re-Roof (Roofs A, B, C, D & E); Project #09032
(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Roof Moisture Study Contour Maps; dated 8/19/09; 2 pgs.
(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
ADDENDUM #-1	October 20, 2009	3 pgs.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 Supplemental AIA Document:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
 - a. BID FORM – Snyder Roofing of Oregon, LLC *(Submitted separately)*
 - b. APPENDIX A – Termination or Suspension of the Contract *(Attachment to contract)*

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Specification document.

Type of insurance or bond	Limit of liability or bond amount
Performance / Payment Bonds	100% of Contract Sum

Init.

This Agreement entered into as of the day and year first written above.

CITY OF CANBY

SNYDER ROOFING OF OREGON, LLC



OWNER (Signature)

CONTRACTOR (Signature)

Ron Schilling / Estimator
(Printed name and title)

MELODY THOMPSON MAJOR
(Printed name and title)

Init.

User Notes:

APPENDIX “A”
TERMINATION OR SUSPENSION OF THE CONTRACT

TERMINATION BY THE OWNER:

- 7.1.1** OWNER shall have the immediate right, without prejudice to any other right or remedy, to terminate Contractor's employment under the Contract if any of the following shall occur:
- a. if Contractor shall become bankrupt or insolvent or if Contractor's affairs are placed in the hands of a receiver, trustee, debtor-in-possession or assignee for the benefit of creditors;
 - b. if Contractor shall refuse or fail to supply enough proper supervision, skilled workers or materials to conform to the schedule for the Work;
 - c. if Contractor shall fail to make prompt payment to subcontractors or suppliers for labor, materials, or equipment;
 - d. if Contractor shall suspend all or any part of its performance, or shall fail to proceed with any work as directed by OWNER;
 - e. if Contractor shall use subcontractors without obtaining the prior approval of OWNER; or
 - f. if Contractor shall fail substantially to perform any of its obligations under the Contract Documents.
- 7.1.2** Upon such termination, OWNER shall finish the Work by whatever method it deems expedient. Contractor shall not be entitled to any further payment until the Work is finished. If the total cost to OWNER to complete the Work, including partial payments previously made to Contractor and compensation for OWNER's managerial, administrative and other costs, shall exceed the Contract Price, such excess shall be paid by Contractor, together with any other cost, loss, damage or expense suffered by OWNER.
- 7.1.3** Should conditions arise which, in OWNER's opinion, make it advisable or necessary to discontinue work under the Contract Documents, OWNER may terminate the Contract in whole or in part by giving three days written notice to Contractor specifying the date and the extent to which the Contract is terminated. In the event of such termination, Contractor shall, if not in default, be paid in full for the work performed to the date of termination, plus the cost of any materials or equipment specifically purchased for the Work.

TERMINATION BY THE CONTRACTOR:

- 7.1.4** The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
- a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - b. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
 - c. Because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work.
- 7.1.5** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- 7.1.6** If one of the reasons described in Section 7.1.4 or 7.1.5 exists, the Contractor may, upon seven days' written notice to the Owner and Roof Consultant, terminate the Contract and recover from the Owner payment for Work executed (*completed/approved*) including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

SUSPENSION / RIGHT TO WITHHOLD PAYMENT BY THE OWNER:

- 7.2.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 7.2.2 OWNER may withhold payments under the Contract Documents to the extent necessary to protect OWNER from loss on account of:
- a. defective or damaged work not remedied by Contractor;
 - b. claims filed, or evidence indicating the probable filing of claims, in respect of Work performed under the Contract;
 - c. failure of Contractor to make payments as required to subcontractors or material men for labor, materials or equipment;
 - d. damage caused by Contractor to another contractor, OWNER, its agents or employees, or the public;
 - e. unsatisfactory prosecution of the Work by Contractor;
 - f. reasonable doubt that the Work can be completed within the contract time; or
 - g. reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price.
- 7.2.3 OWNER shall have the right to set off any amounts which Contractor may owe to OWNER, whether arising under the Contract Documents or otherwise, against any amounts which may become payable by OWNER to Contractor under the Contract Documents or otherwise.
- 7.2.4 If Contractor shall neglect to execute any of the Work properly, fail to correct any defective Work, or fail to perform any of the requirements of the Contract Documents, OWNER may, after three (3) days written notice to Contractor, have such deficiencies made good by others, and may deduct the cost thereof from payments then or thereafter due Contractor.

- End of Appendix A -

Contractor's signature:



Company name:

Snyder Roofing of Oregon LLC