

ORDINANCE NO. 1429

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH PIHL, INC. IN THE AMOUNT OF \$108,230.00 FOR CONSTRUCTION OF THE FAIRWAY LANE SANITARY SEWER REPLACEMENT, TRANSFERRING BUDGET APPROPRIATIONS BETWEEN EXISTING CATEGORIES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received seven (7) bids for the Fairway Lane Sanitary Sewer Replacement; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on October 19, 2015; and

WHEREAS, bids were received and opened on November 5, 2015 at 2:00 PM in the City Hall Conference Room of the City of Canby and the bids were read aloud: and

WHEREAS, the bidders are as listed below and a detailed tabulation of all items is attached herein and summarized as follows:

The summary of cost from each of the seven (7) bidders is shown on the attached tabulation and listed below:

1.	Pihl, Inc.	\$108,230.00
2.	Emery & Sons Construction Group	\$113,640.00
3.	North Santiam Paving Company	\$122,550.00
4.	Canby Excavating, Inc.	\$139,960.00
5.	Pacific Excavation, Inc.	\$148,912.00
6.	Jesse Rodriguez Construction	\$154,970.00
7.	Nutter Corporation	\$169,370.22

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, November 18, 2015, and considered the bids and reports 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 Pihl, Inc.; and

WHEREAS, this project arose unexpectedly due to an aged and deteriorated sewer main line; and

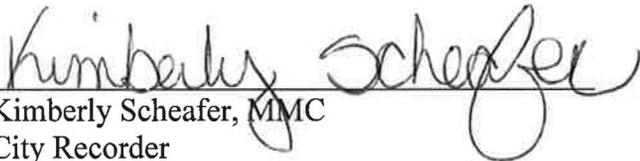
WHEREAS, the City has budgeted Sewer Combined Fund unallocated capital outlay and would like to transfer \$145,000 of those appropriations to the Sewer Combined Fund Collections Capital Outlay in order to have sufficient budget authority in this category to fund the entire project including the contract recommended for approval herein in accordance with local budget law; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and/or 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 Pihl, Inc. for the Fairway Lane Sanitary Sewer Replacement in the amount of \$108,230.00 and transfer \$145,000 between existing budget categories for the . A copy of the construction contract with Pihl, Inc. is attached and incorporated herein as Exhibit "A".

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.

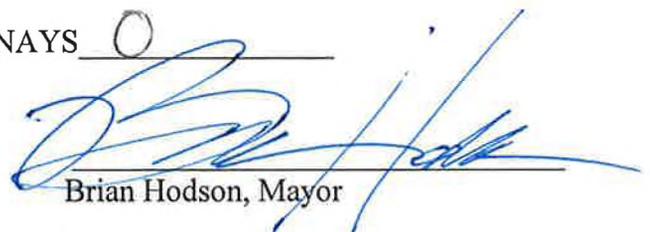
SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, November 18, 2015 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, December 2, 2015, commencing at the hour of 7:30 PM in the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.


Kimberly Scheafer, MMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of December 2015, by the following vote:

YEAS 6

NAYS 0


Brian Hodson, Mayor

ATTEST:


Kimberly Scheafer, MMC
City Recorder

EXHIBIT "A"

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the 2nd day of December in the year 2015 by and between

City of Canby

(hereinafter called OWNER) and

Pihl, Inc.

(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 Contract Documents:

City of Canby Fairway Lane Sanitary Sewer Replacement

The scope of work consists of the following:

- Removing and replacing the existing 8" sanitary sewer main line and reconnecting 10 existing services. The work also includes paving 10 foot wide panel, driveway approaches and restoring the existing landscaping.

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 in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 30 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 15 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.

- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Four Hundred Dollars (\$400.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

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

One Hundred Eight Thousand Two Hundred Thirty and no/100 ----- Dollars

(\$108,230.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 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 as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.03 of the General Conditions.

- 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 shall determine in accordance with paragraph 15.01 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

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 279C.570

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 which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 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 referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 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.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds
- 8.4 Notice of Award.
- 8.5 General Conditions of the Construction Contract
- 8.6 Supplementary Conditions
- 8.7 Technical Specifications as listed in the Table of Contents .
- 8.8 Drawings & Specifications bearing the following general title:
City of Canby
Fairway Lane Sanitary Sewer Replacement
- 8.9 Addenda numbers -0-.
- 8.10 CONTRACTOR'S Bid
- 8.11 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

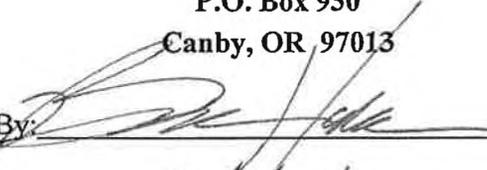
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 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 the Contract Documents.
- 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 three counterparts of this Agreement.

This Agreement will be effective on December 2, 2015.

OWNER:

City of Canby
P.O. Box 930
Canby, OR 97013

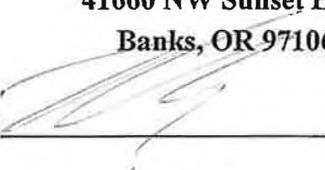
By: 

Name/Title: Brian Hodson

Name/Title: Mayor

CONTRACTOR:

Pihl, Inc.
41660 NW Sunset Hwy
Banks, OR 97106

By: 

Name/Title: Mike Lawson V.P. of Operations

Attest: 

Thomas E. Curtis, PROJECT MANAGER

Address for giving notices:

(SAME AS ABOVE)

CITY OF CANBY
Fairway Lane Sanitary Sewer Replacement
Bid Date: 11/5/2015

			1	2	3	4	5	6	7	
BID TABULATION			Pihl, Inc.	Emery & Sons	North Santiam Paving Co	Canby Excavating	Pacific Excavation	Jesse Rodriguez Construction	Nutter Corporation	
Basic Bid Items:			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	
A. Sanitary Sewer & Site Restoration										
A.1	Mobilization, Bond & Insurance	1	LS	\$ 3,048.00	\$ 4,000.00	\$ 13,400.00	\$ 7,000.00	\$ 13,500.00	\$ 15,300.00	\$ 16,900.00
				\$ 3,048.00	\$ 4,000.00	\$ 13,400.00	\$ 7,000.00	\$ 13,500.00	\$ 15,300.00	\$ 16,900.00
A.2	Temporary Protection & Direction of Traffic	1	LS	\$ 4,910.00	\$ 2,300.00	\$ 500.00	\$ 960.00	\$ 9,600.00	\$ 3,000.00	\$ 2,500.00
				\$ 4,910.00	\$ 2,300.00	\$ 500.00	\$ 960.00	\$ 9,600.00	\$ 3,000.00	\$ 2,500.00
A.3	Erosion Control	1	LS	\$ 1,916.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
				\$ 1,916.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
A.4	Tree, Landscape Protection & Site Restoration	1	LS	\$ 1,906.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 3,000.00	\$ 4,000.22
				\$ 1,906.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 3,000.00	\$ 4,000.22
A.5	Trench Stabilization (if needed)	10	CY	\$ 77.30	\$ 50.00	\$ 50.00	\$ 36.00	\$ 160.00	\$ 47.00	\$ 85.00
				\$ 773.00	\$ 500.00	\$ 500.00	\$ 360.00	\$ 1,600.00	\$ 470.00	\$ 850.00
A.6	Sawcut Asphalt/ Concrete Surfaces (all depth)	1,350	LF	\$ 1.30	\$ 2.00	\$ 1.00	\$ 1.00	\$ 2.50	\$ 3.00	\$ 3.00
				\$ 1,755.00	\$ 2,700.00	\$ 1,350.00	\$ 1,350.00	\$ 3,375.00	\$ 4,050.00	\$ 4,050.00
A.7	8" PVC Pipe with Crushed Rock Backfill	570	LF	\$ 66.60	\$ 89.00	\$ 81.00	\$ 103.00	\$ 115.50	\$ 92.00	\$ 135.00
				\$ 37,962.00	\$ 50,730.00	\$ 46,170.00	\$ 58,710.00	\$ 65,635.00	\$ 52,440.00	\$ 76,950.00
A.8	Reconnect Existing Laterals w/8"x6" Tee, 6" PVC Pipe, Fittings & 6" Cleanout, Installed	10	Ea.	\$ 2,195.00	\$ 2,000.00	\$ 2,250.00	\$ 3,000.00	\$ 1,350.00	\$ 1,800.00	\$ 2,720.00
				\$ 21,950.00	\$ 20,000.00	\$ 22,500.00	\$ 30,000.00	\$ 13,500.00	\$ 18,000.00	\$ 27,200.00
A.9	Connect to Existing Manhole and Construct Channel	1	Ea.	\$ 1,158.00	\$ 1,100.00	\$ 1,200.00	\$ 3,399.00	\$ 2,800.00	\$ 7,500.00	\$ 1,500.00
				\$ 1,158.00	\$ 1,100.00	\$ 1,200.00	\$ 3,399.00	\$ 2,800.00	\$ 7,500.00	\$ 1,500.00
A.10	Remove Existing Manhole and Dispose	1	Ea.	\$ 1,656.00	\$ 1,300.00	\$ 400.00	\$ 1,200.00	\$ 800.00	\$ 1,500.00	\$ 2,000.00
				\$ 1,656.00	\$ 1,300.00	\$ 400.00	\$ 1,200.00	\$ 800.00	\$ 1,500.00	\$ 2,000.00
A.11	Remove Existing Cleanout and Dispose	1	Ea.	\$ 331.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 800.00	\$ 1,000.00	\$ 100.00
				\$ 331.00	\$ 600.00	\$ 50.00	\$ 300.00	\$ 800.00	\$ 1,000.00	\$ 100.00
A.12	48" Diameter Standard Manhole	1	Ea.	\$ 3,882.00	\$ 3,000.00	\$ 4,000.00	\$ 4,200.00	\$ 3,800.00	\$ 4,000.00	\$ 3,500.00
				\$ 3,882.00	\$ 3,000.00	\$ 4,000.00	\$ 4,200.00	\$ 3,800.00	\$ 4,000.00	\$ 3,500.00
A.13	Type "C" Concrete Curb	62	LF	\$ 49.00	\$ 15.00	\$ 45.00	\$ 48.00	\$ 56.00	\$ 40.00	\$ 40.00
				\$ 3,038.00	\$ 930.00	\$ 2,790.00	\$ 2,976.00	\$ 3,472.00	\$ 2,480.00	\$ 2,480.00
A.14	4" Concrete Driveway Approach	35	SF	\$ 24.00	\$ 23.00	\$ 21.00	\$ 41.00	\$ 29.00	\$ 18.00	\$ 22.00
				\$ 840.00	\$ 805.00	\$ 735.00	\$ 1,435.00	\$ 1,015.00	\$ 630.00	\$ 770.00
A.15	6" Concrete Driveway Approach	35	SF	\$ 25.00	\$ 25.00	\$ 23.00	\$ 42.00	\$ 29.00	\$ 20.00	\$ 22.00
				\$ 875.00	\$ 875.00	\$ 805.00	\$ 1,470.00	\$ 1,015.00	\$ 700.00	\$ 770.00
A.16	1/2" Asphalt Concrete Trench Patching (10' Wide, 4" Depth)	5,700	SF	\$ 3.90	\$ 4.00	\$ 4.50	\$ 4.00	\$ 4.00	\$ 7.00	\$ 4.00
				\$ 22,230.00	\$ 22,800.00	\$ 25,650.00	\$ 22,800.00	\$ 22,800.00	\$ 39,900.00	\$ 22,800.00
TOTAL BASIC BID				\$ 108,230.00	\$ 113,640.00	\$ 122,550.00	\$ 139,960.00	\$ 148,912.00	\$ 154,970.00	\$ 169,370.22