



AGENDA

CANBY CITY COUNCIL MEETING

December 2, 2015

7:30 PM

Council Chambers
155 NW 2nd Avenue

Mayor Brian Hodson

*Council President Tim Dale
Councilor Clint Coleman
Councilor Tracie Heidt*

*Councilor Traci Hensley
Councilor Greg Parker
Councilor Todd Rocha*

CITY COUNCIL MEETING

1. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- C. Community Food & Toy Drive Sponsored by Canby Kiwanis Proclamation Pg. 1

2. COMMUNICATIONS

3. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

(This is an opportunity for visitors to address the City Council on items not on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Each citizen will be given 3 minutes to give testimony. Citizens are first required to fill out a testimony/comment card prior to speaking and hand it to the City Recorder. These forms are available by the sign-in podium. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter.)

4. MAYOR'S BUSINESS

5. COUNCILOR COMMENTS & LIAISON REPORTS

6. CONSENT AGENDA

(This section allows the City Council to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may be discussed if it is pulled from the consent agenda to New Business.)

- A. Approval of Minutes of the November 18, 2015 City Council Regular Meeting
- B. Reappointment to Planning Commission Pg. 2

7. RESOLUTIONS & ORDINANCES

- A. Ord. 1429, Authorizing 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 (**2nd Reading**) Pg. 3
- B. Ord. 1430, Authorizing Contract with Canby Excavating, Inc. for the Rehabilitation of the NE 34th Place Sewage Pumping Station; Transferring Budget Appropriations Between Existing Categories; and Declaring an Emergency (**2nd Reading**) Pg. 11

- C. Ord. 1431, Authorizing Contract with Rotschy, Inc. for the Wastewater Treatment Facility Biosolids Loadout Building Project; Transferring Budget Appropriations; and Declaring an Emergency Pg. 19

8. NEW BUSINESS

- A. Cancellation of December 16, 2015 City Council Meeting

9. CITY ADMINISTRATOR'S BUSINESS & STAFF REPORTS

10. CITIZEN INPUT

11. ACTION REVIEW

12. EXECUTIVE SESSION: ORS 192.660(2)(h) Litigation

13. ADJOURN

*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Kim Scheafer at 503.266.0733. A copy of this Agenda can be found on the City's web page at www.ci.canby.or.us. City Council and Planning Commission Meetings are broadcast live and can be viewed on CTV Channel 5. For a schedule of the playback times, please call 503.263.6287.



Office of the Mayor

Proclamation

Canby Community Food & Toy Drive

Sponsored by Canby Kiwanis

WHEREAS, the Canby Community Food & Toy Drive sponsored by Canby Kiwanis, originated for the purpose of providing toys and food for less fortunate families in our community; and

WHEREAS, by way of this Proclamation, the City of Canby recognizes that greater public awareness and involvement is needed in order for such programs to achieve their highest potential in providing and promoting joy to each household in this community; and

WHEREAS, Canby community members have undertaken the project of collecting and distributing toys and food to these needy families during the month of December; and

WHEREAS, donations for food baskets can be left at various locations around Canby;

NOW, THEREFORE, I, Brian Hodson, by virtue of the authority vested in me as Mayor of the City of Canby, do hereby proclaim December 13 through December 19 as:

CANBY COMMUNITY FOOD & TOY DRIVE WEEK SPONSORED BY CANBY KIWANIS

and urge all people of the City of Canby to observe this time by participating in this toy and food drive, helping to provide assurance that each family may have a twinkle in their eye this holiday season

Given unto my hand this 2nd day of December 2015.

Brian Hodson
Mayor



RECEIVED

NOV 12 2015

Occupation: RETIRED

CITY OF CANBY

3

Position:

Evening Phone:

For which position are you applying? **PLANNING COMMISSION**

Feel free to attach a copy of your resume and use additional sheets if necessary

***Please return to: City of Canby
Attn: City Recorder
182 N Holly Street
PO Box 930
Canby, OR 97013***

Phone: 503.266.0733 Fax: 503.266.7961 Email: scheaferk@ci.canby.or.us

Note: Please be advised that this information may be made available to anyone upon a public records request and may be viewable on the City's web site. 12-4-07

12-4-07

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

2nd Reading

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 _____

NAYS _____

Brian Hodson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ 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 _____, 2015.

OWNER:

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

CONTRACTOR:

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

By:_____

By:_____

Name/Title:_____

Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices:

CITY OF CANBY				1		2		3		4		5		6		7	
Fairway Lane Sanitary Sewer Replacement																	
Bid Date: 11/5/2015																	
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		65,835.00		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

ORDINANCE NO. 1430

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY EXCAVATING, INC. FOR REHABILITATION OF THE 34th PLACE SEWAGE PUMPING STATION, TRANSFERRING BUDGET APPROPRIATIONS BETWEEN EXISTING CATEGORIES; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the NE 34th Place Pump Station Rehabilitation Project; 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 and the following nine bids were read aloud:

1	Canby Excavating, Inc	\$239,750.00
2	River City Environmental	\$244,407.70
3	Columbia Pacific Construction	\$246,227.78
4	Wildish Building Co.	\$279,000.00
5	2KG Contractors	\$279,855.00
6	McClure & Sons, Inc.	\$281,305.00
7	Nutter Corporation	\$283,200.22
8	Stettler Supply Company	\$299,675.00
9	Boede Construction	\$307,491.00

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 Canby Excavation, Inc.; and

WHEREAS, based on the bids evaluated herein the project is now expected to exceed the estimated budget of \$225,000 by \$35,000; and

WHEREAS, to maintain compliance with local budget law the City would like to transfer \$35,000 of appropriations from existing appropriations in the Sewer Combined Fund unallocated capital outlay category to the Sewer Combined Fund collections capital outlay category in order to have sufficient budget authority to fund the entire project including the contract recommended for approval herein; the now therefore

2nd Reading

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, an appropriate contract with Canby Excavating, Inc., for the 34th Place Pump Station Rehabilitation Project, for the bid amount of \$239,750. A copy of a contract with Canby Excavating, Inc., 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 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_____

NAYS_____

Brian Hodson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between the:

City of Canby

(hereinafter called OWNER) and

Canby Excavating, 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

NE 34th Place Wastewater

Pump Station Rehabilitation

The scope of work consists of removing and replacing the existing pumping equipment, piping and electrical controls at the existing 34th Place Pump Station. The work includes removing the top metal can section of the wet well and installing a packaged fiberglass sewage lift station with new pumps on guide rail systems, new control panel and controls, installing an auxiliary engine generator and miscellaneous site improvements.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who are 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 150 calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 30 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 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 Two Hundred Fifty Dollars (\$250.00) 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

Two Hundred Thirty-Nine Thousand Seven Hundred Fifty and no/100-----
= Dollars

(\$239,750.00) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 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 15.06 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 Specifications bearing the following general title:

**City of Canby
NE 34th Place Wastewater
Pump Station Rehabilitation**

- 8.9 Addenda number 1.
- 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 _____, 2015.

OWNER:

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

CONTRACTOR:

**Canby Excavating, Inc.
P.O. Box 848
Canby, OR 97013**

By:_____

By:_____

Name/Title:_____

Name/Title:_____

Name/Title:_____

Attest:_____

Address for giving notices:

CITY OF CANBY

Project: **NE 34th Place Wastewater Pump Station Rehabilitation**

Bid Date: **11/05/2015**

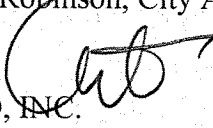
BID TABULATION			Canby Excavating	River City Environmental	Columbia Pacific Construction	Wildish Building Co.	2KG Contractors	McClure & Sons, Inc.	Nutter Corporation	Stettler Supply Company	Boede Construction
Basic Bid: NE 34th Place Wastewater Pump Station Rehabilitation			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
1. Furnish all equipment, material and labor required to complete all work, excepting the spare pump.	1	LS	\$ 239,750.00	\$ 244,407.70	\$ 246,227.78	\$ 279,000.00	\$ 279,855.00	\$ 281,305.00	\$ 283,200.22	\$ 299,675.00	\$ 307,491.00
			\$ 239,750.00	\$ 244,407.70	\$ 246,227.78	\$ 279,000.00	\$ 279,855.00	\$ 281,305.00	\$ 283,200.22	\$ 299,675.00	\$ 307,491.00
TOTAL BASIC BID			\$ 239,750.00	\$ 244,407.70	\$ 246,227.78	\$ 279,000.00	\$ 279,855.00	\$ 281,305.00	\$ 283,200.22	\$ 299,675.00	\$ 307,491.00

Additive Alternate Bid: Spare Pumping Equipment			Units	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total	Unit / Total
1. Furnish a spare pump assembly including the pumping equipment, fast-out adapter plate and power supply cable with modular plug.	1	LS	\$ 6,000.00	\$ 6,065.85	\$ 7,081.24	\$ 6,420.00	\$ 6,355.00	\$ 6,770.00	\$ 8,000.00	\$ 6,900.00	\$ 7,200.00
			\$ 6,000.00	\$ 6,065.85	\$ 7,081.24	\$ 6,420.00	\$ 6,355.00	\$ 6,770.00	\$ 8,000.00	\$ 6,900.00	\$ 7,200.00
TOTAL ADDITIVE ALTERNATE BID			\$ 6,000.00	\$ 6,065.85	\$ 7,081.24	\$ 6,420.00	\$ 6,355.00	\$ 6,770.00	\$ 8,000.00	\$ 6,900.00	\$ 7,200.00

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

To: Honorable Mayor and City Council
City of Canby
ATTN: Mr. Richard Robinson, City Administrator

FROM: Curt J. McLeod, P.E. 
CURRAN-McLEOD, INC.

DATE: November 30, 2015

ISSUE: CANBY WASTEWATER TREATMENT FACILITY
BIOSOLIDS LOADOUT BUILDING IMPROVEMENTS
APPROVAL OF ORDINANCE 1431 FOR CONSTRUCTION

SYNOPSIS: On November 24, 2015, the City of Canby received eight bids for the Wastewater Treatment Facility Biosolids Loadout Building Improvement. This staff report is to request Council approval for award of the contract.

RECOMMENDATION:

That the Council approve Ordinance 1431 authorizing the Mayor and City Administrator to execute a contract with Canby Excavating in the amount of \$885,462.83; and declaring an emergency.

RATIONALE: This solicitation was advertized and completed in compliance with ORS 279C as a formal bid process. Of the eight bids received, all bids were responsive, with bid from Rotschy, Inc. being the lowest responsive and responsible bid.

BACKGROUND:

This project is the second year of a five year capital improvement plan to upgrade the Wastewater facility to accommodate waste loadings through a 20-year planning window. Last year the City completed a \$1.7 million rehabilitation of the existing headwork facility and equipment, doubled the capacity of the effluent filters, and improved the site piping and secondary clarifier waste facilities.

This project essentially provides a building to store processed sludge, or biosolids, and an inside area to load the product onto trucks to be hauled from the site. This task addresses needed biosolids storage as well as odor control by containing and collecting odors at the source.

The loadout facility was defined in a predesign report prepared earlier this year, although the final design incorporated a larger facility to provide more redundancy. The biosolids disposal process is dependent upon a contract hauler making two to three trips per week to collect the waste product. In the event of an interruption of this contracted service, the new facility will be able to store the biosolids for four weeks without impacting the treatment process.

Attached to this staff report is an Ordinance with a bid tabulation of the eight bids received. All bidders were pre-qualified for this project and correctly executed the documents with the exception of one math error in the fifth low bid. All eight bids were deemed responsive. The low bidder, Rotschy, Inc., is registered with the Oregon CCB without any negative entries and was also deemed to be responsible.

Attached are Ordinance 1431 and the proposed contract document for execution. Our recommendation is to accept the bid from Rotschy, Inc. and execute a contract for construction in the amount of \$885,462.83.

FISCAL IMPACT:

This project is the second component of a five-year \$6.5 million capital improvement program to upgrade the plant to maintain its capacity and efficiency. The tasks and estimated costs of the five year program include:

2014-15	Headworks Rehabilitation	\$1,700,000
2015-16	Biosolids Loadout Building	875,000
2016-17	Sludge Storage & Conditioning	2,200,000
2017-18	Odor Control Improvements	1,335,000
2018-19	Plant Site Restoration	<u>400,000</u>
Total Five-Year CIP		\$6,5100,000

Bids for this phase of the work are above the current budgeted amount by approximately \$175,000 due to several reasons. The primary cause is that the estimates underestimated the cost of the work.

The estimates were impacted the greatest by expansion of the building during design and the resulting increase in the HVAC systems. The HVAC system collects all off gasses and dilutes them before discharging with high velocity to the atmosphere. This approach to odor control was first used in the headworks rehabilitation project and is proving to be very successful. After evaluating this process over the next year, it is likely the odor control phase of the CIP will be reduced or eliminated.

There are two primary options available to the City to proceed with this contract:

1. Allocate additional funds to support the additional costs. This would require accelerating the CIP program by infilling an additional \$200,000 into this phase of the project, and correspondingly reducing the FY 2017-18 budget.

This would most importantly permit implementing the full scope of the current odor collection system improvements. This phase of work includes installation of an additional 18,000 cfm collection, dilution and disposal system.

This approach to odor control was first implemented in the Headworks Rehabilitation project and has been performing very well. Sampling results and reduced odor complaints indicate this approach is effective. A temperature inversion reduces the efficiency but overall odors appear to be effectively eliminated by the collection, dilution and disposal approach.

Additionally, ventilation is the only effective approach to protect equipment and building corrosion inside these highly corrosive environments. The off gases resulting from sludge treatments and biosolids storage are very aggressive and effectively addressed only by aggressive ventilation systems.

The equipment included in this current bid will permit elimination of a large portion if not all of the \$1.335 million odor treatment project scheduled for FY 2017-18. Installing the proposed collection and disposal HVAC equipment provides the most aggressive approach to odor control that will impact the neighborhood now and will result in a substantial reduction of costs in the future.

The project is eligible for SDC Reimbursement Fee funding out of the Sewer Capital Reserves. If sufficient funding is not currently budgeted in an available capital improvement line item, a supplemental budget may be needed at the end of the fiscal year.

2. The scope of work can be reduced to better meet the current budget. The building design height and concrete foundations were increased from the initial work scope. Additionally, the building siding and roofing was specified to be a heavier gauge material than could have been used, to provide a longer life. These changes could result in savings of \$20,000 to \$25,000.

A second option could be to reduce or eliminate the HVAC system. This system improvement could be postponed to a later year with minimal impact, although it only postpones addressing the odor and corrosion issues at the plant. These improvements would then be made as part of the FY 2018 improvements.

Honorable Mayor & City Council
November 30, 2015
Page 4

The process to proceed with either option requires award of the contract as bid prior to either modifying the work scope by change order or increasing the budget prior to the end of the current fiscal year. We recommend proceeding with the project as bid.

Cc: Ms. Kim Scheafer, City of Canby
Mr. Dave Conner, City of Canby
Mr. Mark Gunter, City of Canby
Ms. Haley Fish, City of Canby

Enclosures: Ordinance 1431
Bid Tabulation

ORDINANCE NO. 1431

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ROTSCHY, INC. FOR THE WASTEWATER TREATMENT FACILITY BIOSOLIDS LOADOUT BUILDING PROJECT, TRANSFERRING BUDGET APPROPRIATIONS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore advertised and received bids for the Wastewater Treatment Facility Biosolids Loadout Building Improvements; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on October 30; and

WHEREAS, eight bids were received and opened on November 24, 2015 at 2:00 PM in the City Hall Conference Room and the following bids were read aloud:

1	Rotschy, Inc	\$885,462.83
2	Clackamas Construction	\$886,880.30
3	2KG Contractors	\$901,195.00
4	Boede Construction	\$998,900.00
5	Wildish Building Co.	\$1,026,700.00
6	Pacific Excavation	\$1,043,120.00
7	McClure & Sons	\$1,099,700.00
8	James Fowler Co.	\$1,175,580.00

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, December 2, 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 Rotschy, Inc.

WHEREAS, based on the bids evaluated herein the project is now expected to exceed the estimated budget of \$875,000 by \$200,000; and

WHEREAS, to maintain compliance with local budget law the City would like to transfer \$200,000 of appropriations to the Sewer Combined Fund collections capital outlay category in order to have sufficient budget authority to fund the entire project including the contract recommended for approval herein; 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, an appropriate contract with Rotschy, Inc., for the Wastewater Treatment Facility Biosolids Loadout Improvement Project, for the bid amount of \$885,462.83. A copy of a contract with Rotschy, Inc., 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 thereof on Wednesday, December 2, 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, January 6, 2016, 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 6th day of January 2016, by the following vote:

YEAS_____

NAYS_____

Brian Hodson, Mayor

ATTEST:

Kimberly Scheafer, MMC
City Recorder

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of _____ in the year _____ by and between the:

CITY OF CANBY

(Hereinafter called OWNER) and

Rotschy, 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 WASTEWATER TREATMENT FACILITY BIOSOLIDS LOADOUT BUILDING IMPROVEMENTS

The scope of work consists of supplying and installing a 75 foot by 100 foot pre-engineered steel building with associated concrete foundation and site work, two exhaust fan systems with associated ducting and one custom conveyor system.

ARTICLE 2 - ENGINEER

The Project has been designed by CURRAN-McLEOD, INC., Consulting Engineers, who are 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 150 calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 30 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 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 Two Hundred Fifty Dollars (\$250.00) 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

Eight Hundred Eighty Five Thousand, Four Hundred Sixty Two and 83/100 Dollars

(\$885,462.83) as shown in the attached Bid Proposal.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 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 15.06 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 Specifications bearing the following general title:

**CITY OF CANBY
WASTEWATER TREATMENT FACILITY
BIOSOLIDS LOADOUT BUILDING IMPROVEMENTS**

8.9 Addenda number(s) _____.

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 _____.

OWNER:

CITY OF CANBY .
182 N Holly Street
P.O. Box 930
Canby, OR 97013

CONTRACTOR:

Rotschy, Inc.
9210 NE 62nd Ave
Vancouver, WA 98665

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest: _____

Address for giving notices:

City of Canby Biosolids Loadout Building Improvements Bid Date: 11/24/15 @ 2:00 PM																				
BID TABULATION			1	2	3	4	5	6	7	8										
Basic Bid Items:			Units	Rotschy, Inc.		Clackamas Construction		2KG Contractors		Boede Construction		Wildish Building Co.		Pacific Excavation		McClure & Sons		James W. Fowler Co.		
				Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total		Unit / Total
B.1	Furnish all equipment, material and labor required to complet all work on the City of Canby Wastewater Treatment Facility Biosolids Loadout Building Improvements, excepting the access roadway base rock and paving.	1	LS	\$ 826,663.33	\$ 825,388.00	\$ 845,000.00	\$ 930,530.00	\$ 955,510.00	\$ 987,000.00	\$ 1,025,000.00	\$ 1,100,000.00									
B.2	12" of 1" minus crushed rock base, compacted in-place.	1560	SY	\$ 13.55	\$ 14.38	\$ 12.00	\$ 18.25	\$ 16.50	\$ 12.00	\$ 20.00	\$ 18.00									
B.3	HMAC 4" of 1/2" dense mix AC, in-place.	350	Tons	\$ 21,138.00	\$ 22,432.80	\$ 18,720.00	\$ 28,470.00	\$ 25,740.00	\$ 18,720.00	\$ 31,200.00	\$ 28,080.00									
B.4	3' of 1" minus over 6" pit run rock access road, compacted in-place	500	SY	\$ 31,948.00	\$ 31,034.50	\$ 30,975.00	\$ 28,000.00	\$ 30,450.00	\$ 29,400.00	\$ 31,500.00	\$ 31,500.00									
B.5	2" of 1" minus crushed rock surfacing to be placed on the existing road ONLY as directed by the Owner.	50	CY	\$ 3,730.00	\$ 6,775.00	\$ 5,000.00	\$ 10,500.00	\$ 9,500.00	\$ 6,000.00	\$ 10,000.00	\$ 11,000.00									
				\$ 1,983.50	\$ 1,250.00	\$ 1,500.00	\$ 1,400.00	\$ 5,500.00	\$ 2,000.00	\$ 40.00	\$ 5,000.00									
				\$ 885,462.83	\$ 886,880.30	\$ 901,195.00	\$ 998,900.00	\$ 1,026,700.00	\$ 1,043,120.00	\$ 1,099,700.00	\$ 1,175,580.00									
TOTAL BASIC BID				\$ 885,462.83	\$ 886,880.30	\$ 901,195.00	\$ 998,900.00	\$ 1,026,700.00	\$ 1,043,120.00	\$ 1,099,700.00	\$ 1,175,580.00									
Red denotes variation from written bid, after calculation																				

Red denotes variation from written bid, after calculation