

City of Canby**Project: Sequoia Parkway Stages 5 & 6 and Township Road Street Improvements Summary of Bids**

Bid Date: 12/18/2007

	Bidder	Bid Amount
1	Parker NW Paving	\$1,159,784.35
2	Dow Brothers	\$1,186,104.52
3	L.S. Henricksen	\$1,191,381.70
4	NW Earthmovers	\$1,286,916.00
5	C&M Construction	\$1,301,445.75
6	Camrock Excavation	\$1,322,793.00
7	Emery & Sons	\$1,327,986.00
8	K&E Excavating	\$1,328,579.50
9	Kerr Contractors	\$1,331,471.00
10	Canby Excavating	\$1,352,375.50
11	Dirt & Aggregate	\$1,397,997.75
12	Coffman Excavation	\$1,398,854.75
13	Nutter Corp.	\$1,404,000.00
14	Eagle-Elsner	\$1,423,770.70
15	WesTech Construction	\$1,424,639.00
16	Moore Underground	\$1,443,657.32
17	Integrity Excavating	\$1,458,995.50
18	Moore Excavation	\$1,510,519.00
19	Goodfellow Bros.	\$1,549,440.00
20	Landis & Landis	\$1,553,464.50
21	Tri-State Construction	\$1,598,535.00
22	Gelco Construction	\$1,608,456.15
23	N. Santiam Paving Co.	\$1,790,851.20

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2008 by and between

CITY OF CANBY

(hereinafter called OWNER) and

PARKER NORTHWEST PAVING COMPANY

(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 SEQUOIA PARKWAY STAGES 5 & 6 AND TOWNSHIP ROAD STREET IMPROVEMENTS

The Work is generally described as follows:

- Construction of approximately 1,700 lineal of 50 foot roadway and approximately 600 lineal of 44 foot roadway including grading, curbs, pavement, striping, signing and sidewalks.
- Construction of approximately 1,800 lineal feet of 14-inch diameter and 1,200 lineal feet of 8-inch diameter Ductile Iron water lines with associated valving, hydrants and services.
- Construction of approximately 2,100 lineal feet of 8-inch diameter, 10-inch diameter and 12-inch diameter PVC sanitary sewer with associated manholes, stub outs and services.
- Construction of approximately 3,600 lineal feet of storm drainage infiltration trenching with associated catch basins.
- Phase 1, construction of approximately 1,600 lineal feet of utility trenching on Township Rd including excavation for utility vaults.
- Phase 2, construction of approximately 1,200 lineal feet of utility trenching on Sequoia Parkway including excavation for utility vaults and street lights.

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 All Work must be substantially completed within **150** 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 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Additionally, the CONTRACTOR agrees to meet the interim deadlines established for utility services in the Special Requirements of Division 1.
- 3.3 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 or 3.2 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) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion, and/or for each day of delay beyond the deadline for Final Completion, and/or each day that expires past the interim deadlines established for utility services.

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 Million, One Hundred Fifty Nine Thousand, Seven Hundred Eighty Four and 35/100 Dollars (\$1,159,784.35) 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 14.01 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 14.02 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 14.07.

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 bearing the following general title:
- CITY OF CANBY
Sequoia Parkway Stages 5 & 6
and Township Road Street Improvements
- 8.9 Addenda number(s) 1 and 2.
- 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 four counterparts of this Agreement.

This Agreement will be effective on _____, 2008.

OWNER:

CITY OF CANBY
170 NW 2nd Avenue
P.O. Box 930
Canby, OR 97013

CONTRACTOR:

PARKER NORTHWEST
PAVING COMPANY
1105 Abernathy Road
Oregon City, OR 97045

By: _____

By: _____

Name/Title: _____

Name/Title: _____

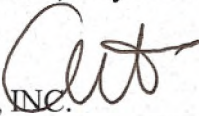
Attest: _____

Address for giving notices:

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. Mark Adcock, City Administrator

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

DATE: December 26, 2007

ISSUE: ANNUAL ROAD DEPARTMENT MATERIAL PURCHASE
ORDINANCE No. 1266 CRUSHED ROCK PRODUCTS
ORDINANCE No. 1268 HOT-MIX ASPHALTIC CONCRETE

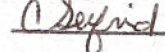
SYNOPSIS: This staff report accompanies contracts for the purchase of street construction materials to be used by the City for projects undertaken by the Street Department during the 2008 construction season. These contracts provide a fixed material price to be used as needed through December 31, 2008 and may be extended by mutual agreement up to five years with an escalation factor based on the ENR Construction Cost Index or other mutually agreed adjustment.

RECOMMENDATION: That the Council approve ordinances that authorize the Mayor and City Administrator to execute a contract with Canby Sand & Gravel/South County Asphalt for purchase of rock products under Ordinance 1266; and a contract with Canby Sand & Gravel/South County Asphalt for purchase of hot asphaltic concrete materials under Ordinance 1268.

RATIONALE: In order to assure compliance with the City's material procurement guidelines, comply with ORS 279B.065 and identify fixed pricing, the City staff prepared contract documents to solicit proposals from material suppliers for rock products and hot mix asphaltic concrete materials. These Ordinances simplify the procurement process for the 2008 construction season.

BACKGROUND: The Street Department undertakes numerous construction projects annually and is able to complete these projects at a substantial cost savings over preparing plans and securing a contractor by public bid. The Street Department has equipment and trained staff to complete these projects.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR



The projects associated with these contracts are anticipated to be undertaken in the approved 2007-8 budget and future 2008-12 budgets to be approved by the Council. In order to streamline the process to accomplish these projects, Staff is requesting approval of these two ordinances that provide for fixed unit pricing for the needed materials.

The solicitation documents were prepared in accordance with procurement guidelines in ORS 279B.065. As a result of following the statute guidelines, the value of each contract is limited only by the City's budget process. No total dollar value was established for either contract.

The intent of these annual contracts was to establish unit pricing for asphalt, crushed rock and concrete. Staff prepared a solicitation document in December 2007 and requested three quotes for each material contract. Firms solicited included:

Canby Sand & Gravel
Morse Brothers
Rinker Materials
Quality Concrete
Wilsonville Concrete Products
Eagle Elsner, Inc.

Only one bid was received for each of the asphalt and crushed rock contracts, and no bids were received for concrete materials. As a result, Ordinances are herein submitted for hot mix asphalt and crushed rock only. A separate concrete contract will be submitted when pricing is secured.

FISCAL IMPACT:

This project is funded through the Street Department Budget line item. This procedure will reduce the project costs by eliminating the need to solicit multiple bids and complete multiple Council actions throughout the year. The bid prices are reasonable and are guaranteed until the end of the calendar year.

ENCLOSURES:

- Ordinance No. 1266 & Exhibit 'A' Crushed Rock Contract
- Ordinance No. 1268 & Exhibit 'A' Hot Mix Asphaltic Concrete Contract

cc: John Williams
Dwayne Barnes
Kim Scheafer
John Kelley, Esq.

ORDINANCE NO. 1266

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT FOR SUPPLYING ROCK PRODUCT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore solicited bids for an annual material supply contract for rock products; and

WHEREAS, the solicitation documents were sent to at least three local suppliers on December 7, 2007; and

WHEREAS, one bid was received and opened on December 20th, 2007 at 2:00 PM by the City of Canby in the City Planning Department from Canby Sand & Gravel / South County Asphalt; and

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 2nd, 2008, and considered the bid 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 Sand & Gravel / South County Asphalt; 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 Canby Sand & Gravel / South County Asphalt, to supply rock products (1 ½" minus crushed rock, 1" minus crushed rock, ¾" minus crushed rock, ¾"- 1 ½" clean drain rock or ¼" minus sand and gravel) for the bid amount of \$8.90 per ton. A copy of the contract with Canby Sand & Gravel / South County Asphalt 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, January 2nd, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro Tem

CONTRACT FOR CONSTRUCTION (Ordinance 1266)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2008 by and between the

CITY OF CANBY

(hereinafter called OWNER) and

CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall supply materials as required for the duration of the contract as specified in the Contract Documents. The Work is generally described as providing crushed rock products.

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 performance period is to begin upon issuance of Notice to Proceed and continue through December 31, 2008.
- 3.2 The performance period may be extended by mutual agreement for up to a total five year contract, with an escalation factor based on the ENR Construction Cost Index or other mutually agreed adjustment.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for providing material in accordance with the bid schedules in current funds by check,

EIGHT AND 90/100 Dollars (\$ 8.90) per ton as shown in the attached Bid.

ARTICLE 5 - PAYMENT PROCEDURES

Upon delivery of any material the CONTRACTOR may submit Applications for Payment in accordance with the bid price. Applications for Payment will be processed by the Owner and paid within 30 days of presentation.

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 certifies that he has familiarized himself with the nature and extent of the Contract Documents, 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.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 Contractor's Bid
- 8.2 This Agreement.
- 8.3 Exhibits to this Agreement.
- 8.4 Standard General Conditions for Procurement Contracts.
- 8.5 Technical Specifications
- 8.6 Addenda numbers NA Through NA.
- 8.7 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 written modification.

ARTICLE 9 - MISCELLANEOUS

- 9.1 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.
- 9.2 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.
- 9.3 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 two counterparts of this Agreement.

This Agreement will be effective on _____, 2008.

OWNER:

CITY OF CANBY

170 NW 2nd Avenue

P.O. Box 930

Canby, OR 97013

By _____

Name/Title _____

CONTRACTOR

Parker Northwest Paving Co /

South County Asphalt

1105 Abernathy Road

Oregon City, OR 97045

By _____

Name/Title _____

Attest _____

ORDINANCE NO. 1268

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT FOR SUPPLYING HOT MIX ASPHALTIC CONCRETE MATERIALS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby has heretofore solicited bids for an annual material supply contract for asphaltic concrete; and

WHEREAS, the solicitation documents were sent to three local hot mix asphaltic concrete suppliers on December 7th, 2007; and

WHEREAS, one bid was received and opened on December 20th, 2007 at 2:00 PM by the City of Canby in the Canby City Hall from Canby Sand & Gravel / South County Asphalt; and

WHEREAS, the Canby City Council, acting as the City's Contract Review Board, met on Wednesday, January 2nd, 2008, and considered the bid 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 Sand & Gravel / South County Asphalt; 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 Canby Sand & Gravel / South County Asphalt, to supply hot mix asphalt as follows: (½" dense mix, Modified ½" dense mix or 3/8" dense mix) for the bid amount of \$45.00 per ton. A copy of the contract with Canby Sand & Gravel / South County Asphalt 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, January 2nd, 2008; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, January 16th, 2008, after the hour of 7:30 pm at the Council Meeting Chambers located at 155 NW 2nd Avenue, Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____

NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder Pro Tem

CONTRACT FOR CONSTRUCTION (Ordinance 1268)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2008 by and between the

CITY OF CANBY
(hereinafter called OWNER) and

CANBY SAND & GRAVEL / SOUTH COUNTY ASPHALT
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall supply materials as required for the duration of the contract as specified in the Contract Documents. The Work is generally described as Hot Mix Asphaltic Concrete products.

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 performance period is to begin upon issuance of Notice to Proceed and continue through December 31, 2008.
- 3.2 The performance period may be extended by mutual agreement for up to a total five year contract, with an escalation factor based on the ENR Construction Cost Index or other mutually agreed adjustment.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for providing material in accordance with the bid schedules in current funds by check,

FORTY FIVE AND NO/100 Dollars (\$ 45.00) per ton as shown in the attached Bid.

ARTICLE 5 - PAYMENT PROCEDURES

Upon delivery of any material the CONTRACTOR may submit Applications for Payment in accordance with the bid price. Applications for Payment will be processed by the Owner and paid within 30 days of presentation.

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 certifies that he has familiarized himself with the nature and extent of the Contract Documents, 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.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 Contractor's Bid
- 8.2 This Agreement.
- 8.3 Exhibits to this Agreement.
- 8.4 Standard General Conditions for Procurement Contracts.
- 8.5 Technical Specifications
- 8.6 Addenda numbers NA Through NA.
- 8.7 Any Modification, including Change Orders, duly delivered after execution of

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 written modification.

ARTICLE 9 - MISCELLANEOUS

- 9.1 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.
- 9.2 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.
- 9.3 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 two counterparts of this Agreement.

This Agreement will be effective on _____, 2008.

OWNER:

CITY OF CANBY

170 NW 2nd Avenue

P.O. Box 930

Canby, OR 97013

By _____

Name/Title _____

CONTRACTOR

Parker Northwest Paving Co /

South County Asphalt

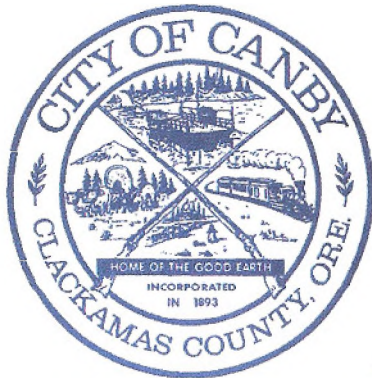
1105 Abernathy Road

Oregon City, OR 97045

By _____

Name/Title _____

Attest _____



City of Canby

Public Works Department

MEMORANDUM

TO: Mark Adcock, City Administrator
FROM: Dwayne Barnes, Public Works Operations Manager
SUBJECT: WWTP Sludge Equipment Repair
DATE: December 5, 2007

Recommendation

Staff requests that emergency procurement procedures outlined in Public Purchasing Contract Resolution 897, Exhibit A, Section 5,G,4 be implemented allowing the City Administrator to authorize staff to implement repairs to Wastewater Treatment Plant equipment estimated at approximately \$33,000.

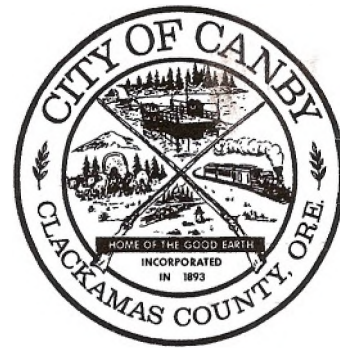
Background

November 28, 2007 while processing sludge at the Wastewater Treatment Plant a process pump broke down. The pump mixes lime with the treated sludge and moves the mixture to a holding area prior to disposal in a farmer's field. The cost to repair the pump is approximately \$20,000, but the current configuration has been problematic from startup (approximately four years). Staff would like to eliminate the current pumping system and replace it with a conveyor system, which is a change proposed in the next upgrade project. The benefits of a conveyor system are that repairs and repair parts can be obtained locally. The current system would take up to six weeks to get repair parts and a special contractor would be required to complete the repairs. This project is requested by Darvin Tramel, WWTP Supervisor and has been approved by City Engineer, Curt McLeod.

A local company, Peterson Equipment Services, can fabricate a conveyor system for an estimated \$35,000 that will take care of the current problem and fit into a future upgrade project. The repairs are estimated to take three to four weeks following the notice to proceed. The funds for this repair are available in budget line item 306-318-434-7810.

THIS HAS BEEN REVIEWED
BY THE FINANCE DIRECTOR

[Signature] 12/12/07



MEMORANDUM

TO: *Honorable Mayor Thompson and City Council*
FROM: *Darvin Tramel, Wastewater Treatment Plant Supervisor*
DATE: *December 5, 2007*
THROUGH: *Mark C. Adcock, City Administrator*

Issue: Ordinance 1269, contract with Peterson Equipment Services for the repair of the wastewater Seepex pump and replacement of Seepex auger with a fabricated conveyor belt.

Synopsis: In the last week of November our Biosolids Seepex pump and lime mixer broke down. After the staff dismantled the pump and auger unit the lime had eaten away a major portion of the shaft causing sever and irreplaceable damage. The Seepex pump and auger unit was scheduled for replacement during the Phase III upgrade, but now was in need of a rebuild. The initial bid from Seepex was estimated at over \$20,000, and we would be out of service for at least eight weeks.

Staff and I looked into what it would cost to utilize part of the Seepex pump for lime mixing and then have a conveyor built that would replace the Seepex auger unit. It should be noted that the Seepex auger has been problematic since we went on line four years ago. The new lime mixing and conveyor system would be compatible with the Phase III upgrade, and all the parts and any future repairs would be from a local vendor. The estimate from Peterson Equipment Services of Canby Oregon is approximately \$30,000 to \$35,000 with a three to four week replacement.

Recommendation: Staff recommends the Council adopt Ordinance 1269.

Rationale: The treatment facility can only store liquid Biosolids for about eight weeks. In order to keep our storage from becoming full we have set up a temporary conveyor and are currently processing biosolids without lime and hauling the biosolids to the Hillsboro landfill. Time and storage is limited and we believe this to be an emergency.

After thorough review, staff and I believe that it would be an appropriate expenditure of funds to replace the Seepex unit with a conveyor system that will function in the Phase III upgrade. Funds are available in the Sewer Capital Reserve.

Options: 1. Reject the ordinance and we will repair the old Seepex pump and auger for \$20,000, and then replace the unit in the Phase III upgrade.

Attached: Ordinance 1269

ORDINANCE NO. 1269

AN ORDINANCE RATIFYING A CONTRACT WITH PETERSON EQUIPMENT SERVICES LLC OF CANBY, OREGON FOR THE PURCHASE OF A MIXING SCREW CONVEYOR FOR THE WASTE WATER TREATMENT FACILITY OF THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, on November 28, 2007, a mixer screw conveyor used by the City of Canby's Waste Water Treatment Facility (WWTF) malfunctioned and needed to be replaced; and

WHEREAS, the Canby City Administrator declared that emergency conditions existed requiring prompt action to purchase a new mixer screw conveyor as soon as possible to replace the malfunctioning conveyor; and

WHEREAS, in accordance with ORS Chapter 279 and Canby Public Purchasing Rules as set forth in Ordinance No. 1170 and Resolution No. 897, Exhibit B (4) an emergency contract was entered into and signed on behalf of the City by the Canby Public Works Operations Manager on December 12, 2007 a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein; and

WHEREAS, within 30 days of the date of this contract, the City Council meeting and acting as the Contract Review Board for the City of Canby has reviewed this contract and the staff report and believes it to be in the best interest of the City to ratify this contract; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Contract, marked as Exhibit "A" hereto, with Peterson Equipment Services LLC of Canby, Oregon executed on December 12, 2007 by the City Public Works Operations Manager is hereby authorized and ratified as an emergency contract entered into under circumstances that created a substantial risk of interruption of services to the City of Canby, Oregon and the Council finds that awarding the contract in this manner was unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts and will result in a substantial cost savings to the City.

Section 2. In so much as it is in the best interest of the citizens of the City of Canby, Oregon to ratify the new contract without further delay, and to better serve the citizens of Canby, 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 January 2, 2008, 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 January 16, 2008, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at 155 NW 2nd Ave in Canby, Oregon.

Kimberly Scheafer, CMC
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 16th day of January, 2008, by the following vote:

YEAS _____ NAYS _____

Melody Thompson, Mayor

ATTEST:

Kimberly Scheafer, CMC
City Recorder - Pro Tem

EXHIBIT "A"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY and PETERSON EQUIPMENT SERVICES.

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as City requires, under those terms and conditions set forth.

The Parties Agree as Follows:

- 1. Scope of Services. Contractor's services under this Agreement are set forth in Exhibit "A", attached hereto.
- 2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as City deems applicable. **Contractor understands it is required to obtain a City of Canby business license for conducting business in the City.**
- 3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal. See Exhibit "A" attached hereto. Contractor agrees that \$33,000 is the not to exceed price of this contract, without prior written approval from the City.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement. Amounts disputed by the City may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
- 4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the City Administrator. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the

compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
5. Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon deliver of written notice to Contractor by certified mail, or in person, under any of the following:
 - a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If services are no longer required.
8. Professional Standards. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in

City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. Liability - \$1,000,000.00 combined single limit, including automobile coverage for any vehicle used for City business. Property damage per occurrence, \$250,000.00.
 - B. Professional liability – errors and omissions - \$1,000,000.00.

The Contractor shall provide City with copy of insurance certificate within 30 days of the date of this contract. Contractor shall name the City as an additional insured for the period of the contract. Procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by Contractor's negligence or neglect connected with the Agreement.

9. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs, and expenses as may be set by the court both at trial and all appeals therefrom.
10. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
11. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight(48) hours after mailing unless sooner received.

CITY:

Dwayne Barnes
City of Canby
PO Box 930
182 N. Holly Street
Canby, OR 97013

CONTRACTOR:


Mike Peterson (Owner)
Peterson Equipment Services
1075 SE 2nd ST
Canby, Oregon 97013
503-266-1825

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CITY OF CANBY:

By: 

By: 

Date: 12-12-07

Date: 12-12-07


Approved as to form:


EXHIBIT A

PETERSON EQUIPMENT SERVICES LLC

1075 SE 2ND ST
CANBY, OR 97013

PHONE (503) 266-1825
FAX (503) 266-6748
PES97013@AOL.COM
Petersonequipment.net

December 5, 2007

To: Canby Water Treatment Plant,

Attn: Darvin Tramel

Peterson Equipment Services will remove existing mixer screw conveyor and chute feeding conveyor. Cut and raise approximately 42". Disassemble mixer screw conveyor. Repair and machine screw for modification of discharge of waste by adding a bearing machining housing to accommodate bearing. Raise Approximately 42" add leg install.

Add 1 thirty two ft long belt conveyor under discharge screw conveyor 5/16 thick by 20" wide belt formed stainless steel pans 10ft long sections 3/16 thick with 10" sides 22" wide bottom 3/4" V in bottom of pan for tracking 9" drive pulley stainless steel with lagging for shur grip 1-15/16 Drive shaft sprocket driven 3 HP Inline. Gear box 78 final rpm. tefc Motor inverter ready if need be. Tail pulley 8" Diam with 1-15/16 shaft with belt take ups for belt tension, installed through wall and anchored in place.

Water treatment plant responsible for all electrical and hole threw existing wall for belt conveyor to travel threw.

Quote \$33,000.00

Quote good for 30days

Thank you,

Mike Peterson



CLACKAMAS COUNTY

RECEIVED

DEC 21 2007

CITY OF CANBY

Office of the County Clerk

SHERRY HALL
CLERK

2051 KAEN ROAD, 2ND FLOOR
OREGON CITY, OR 97045
503.650.8698
FAX 503.650.5687

December 19, 2007

Kim Scheafer
City of Canby
PO Box 930
Canby, OR 97013

Dear Kim:

Listed hereunder is the cost of your November 6, 2007 Special Election. This charge includes personnel, supplies, ballot printing, voters' pamphlet printing, computer services, postage and any miscellaneous expenses incurred by this office in conducting the election by mail.

TOTAL: \$ 2,648.77

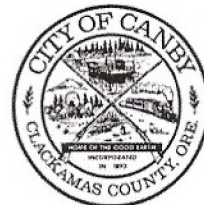
Please remit to: Clackamas County Elections
1710 Red Soils Court, Suite 100
Oregon City, OR 97045

Sincerely,
SHERRY HALL
COUNTY CLERK


By: Margaret Wu
Elections Manager

Special election - no charge as it is a primary election.

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MEMORANDUM

TO: *Honorable Mayor Thompson and City Council*
FROM: *Dwayne Barnes, Public Works Operations Manager*
DATE: *December 19, 2007*
THROUGH: *Mark C. Adcock, City Administrator*

Issue: Create a no parking area on the easterly side of North Redwood Street beginning at the northerly side of NE 11th Ave. and extending 100-feet north.

Synopsis: This council action is needed to improve safety at the intersection of North Redwood Street at NE 11th Ave.

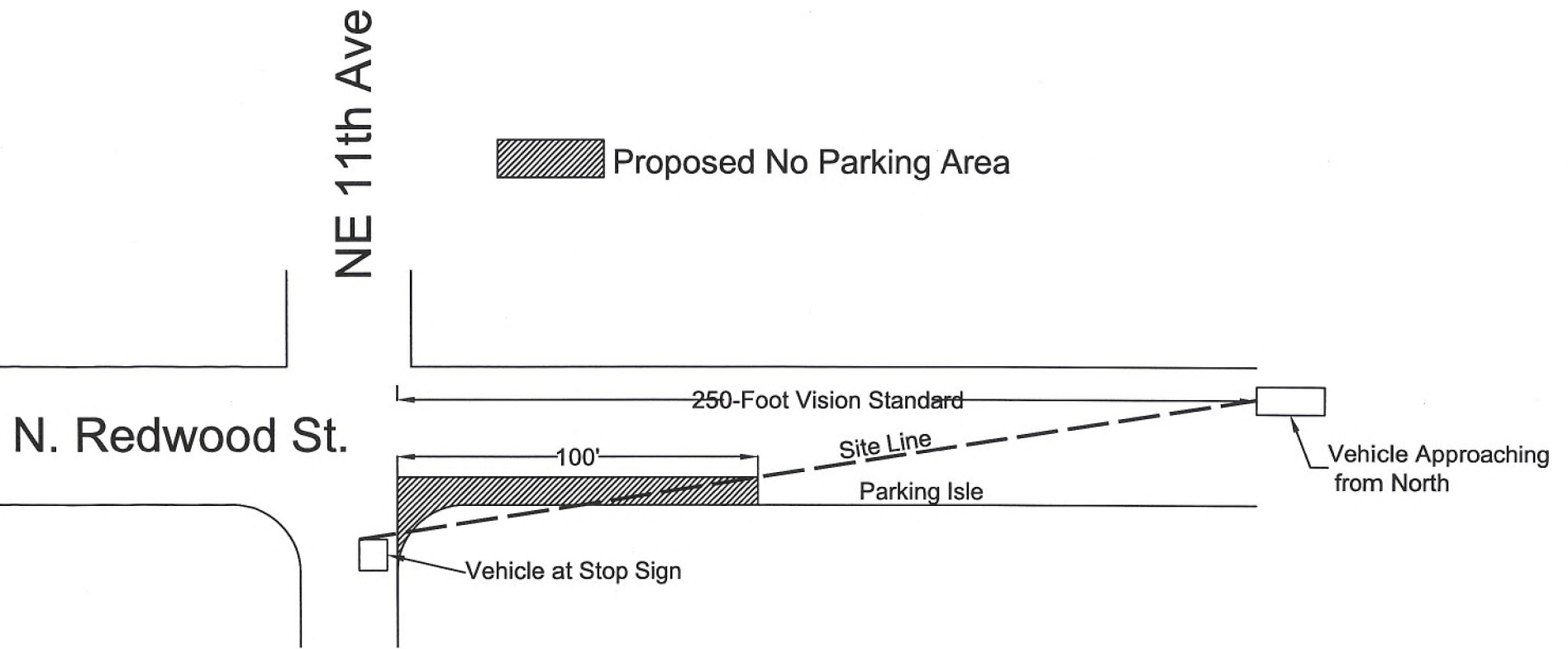
Recommendation: Staff recommends that the City Council authorize the installation of signage and yellow curb paint to create a no parking area on the easterly side of North Redwood Street beginning at the northerly side of the intersection with 11th Ave. and extending 100-feet north.

Rationale: The extent of the proposed no parking area was determined by a site investigation conducted by Public Works and Canby Police Staff as well as site standards contained in the AASHTO (American Association of State Highway and Transportation Officials) Design Manual as relayed to staff from Curran-McLeod Engineering.

Background: November 13, 2007, staff received an email from Ms. Chris Taylor 1127 NE Spruce Court (attached). Chris lives in the Garden Crossing development off North Redwood Street at NE 11th Ave. Chris is also the President of the Garden Crossing Home Owners Associations. She stated that they have a safety concern when pulling out of NE 11th Ave. onto Redwood because they cannot see around cars parked on the easterly side of Redwood Street and they have had several close calls. She requests that the first two spaces on N. Redwood (north of 11th St.) be painted yellow to improve visibility.

November 27, 2007, Public Works Staff met with Canby PD Traffic Officer Green. The area was visually inspected and both Dwayne Barnes and Officer Green agree that on-street parking on Redwood Street north of 11th should be eliminated for a distance of 100-feet beginning at the northerly side of 11th. Please see the attached photo of the area.

Staff also contacted Curran-McLeod Engineering to get site distance criteria for the situation and was told that a clear line of site is needed for a distance of 250-feet. Staff prepared a drawing that outlines the site standard as it relates to the intersection in question (attached).



CEDAR CROSSING DEVELOPMENT

City of Canby Public Works
Proposed Parking Revision N. Redwood at NE 11th Ave.

Dwayne Barnes

From: Christian Taylor [christiantaylor@gmail.com]
Sent: Wednesday, November 14, 2007 5:44 AM
To: John Williams
Cc: Dwayne Barnes; Robin Barnhart; Kathy Hass; Tracey Dudley
Subject: Re: Regarding street parking on Redwood at 11th (Garden Crossing)

Mr. Williams

On behalf of the residents of Garden Crossing, thank you for your quick response and consideration in looking into this matter.

We look forward to hearing from Mr. Barnes.

Thank you
Chris Taylor

On Nov 13, 2007 5:44 PM, John Williams <WilliamsJ@ci.canby.or.us> wrote:

> Yes, we can certainly take a look at this location. We've done this
> type of thing before. I'm forwarding this message to Dwayne Barnes,
> our new Public Works Operations Manager. Dwayne, could you and/or one
> of your crew consider this request and get back to these folks with a response?
> Thank you,

>
> John Williams
> Community Development & Planning Director City of Canby, OR

>
>
> -----Original Message-----

> From: Christian Taylor [mailto:christiantaylor@gmail.com]
> Sent: Tuesday, November 13, 2007 1:35 PM
> To: John Williams
> Cc: Robin Barnhart; Kathy Hass; Tracey Dudley
> Subject: Regarding street parking on Redwood at 11th (Garden Crossing)

>
> Good Afternoon Mr. Williams;

>
> I am not sure if you are the person I should be sending this email to or
> not but if it should go to another department please forward on for me.

>
> I live in Garden Crossing off Redwood and am the President of our Home
> Owner's Association. We are having issues with vehicles parking on
> Redwood. When we pull out of Garden Crossing and attempt to make a left
> off of 11th onto Redwood you can not see around the cars parked there
> closest to the stop sign. We have had some close calls due to having to
> be out in the oncoming traffic lane to be able to see if cars are coming
> down Redwood from Territorial.

>
> Is there anyway to have the first two spaces on Redwood painted yellow
> to allow more visibility for cars pulling out to give a better visual of
> oncoming cars?

>

> Any help that you might be able to provide our development would be
> greatly appreciated.
>
> Thank you
>
> Chris Taylor
> 1127 NE Spruce Court
> Canby, OR 97013
> 503-407-2155
> christiantaylor@gmail.com or ctaylor@ci.oregon-city.or.us
>



