

ORDINANCE NO. 1519

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH LANDSCAPE STRUCTURES, INC, IN THE AMOUNT OF \$81,905.00, AND DECLARING AN EMERGENCY

WHEREAS, The City received two proposals for the replacement of the all-weather surface at Legacy Park; and

WHEREAS, the two proposals for the replacement of the surface ranged in cost from \$81,905.00 to \$102,857.14; and

WHEREAS, the proposal submitted by Landscape Structures, Inc. was the low responsive proposal, priced at \$81,905; and

WHEREAS, pricing for the materials for the improvements was included in State Contract #6484; and

WHEREAS, an emergency has been declared in order to complete the installation of the all-weather surface prior to the rainy season in Canby, assuring the availability of a safe all-season surface for Canby's residents.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the CITY OF CANBY and on its behalf, an appropriate Agreement with Landscape Structures, Inc. construction services in the amount of \$81,905.00. A copy of the Agreement with Landscape Structures, Inc., including Exhibit A, is attached hereto and by this reference incorporated herein.

Section 2. Due to the desire to have a safe all-season surface available to Canby residents prior to the upcoming rainy season, 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 August 7, 2019, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on August 21, 2019, commencing at the hour of 7:00 PM at the Council Meeting Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.



Rick Robinson
City Recorder Pro-Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the August 21, 2019, by the following vote:

YEAS 6

NAYS 0



Brian Hodson
Mayor

ATTEST:



Rick Robinson
City Recorder Pro-Tem

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Landscape Structures, Inc. (Contractor).

- 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 a 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. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
- 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 \$81,905.00 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 reporting completed work. 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 terms and conditions this agreement as well as 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 Contractor fails to abide by the terms of this Agreement.
 - c. 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.

By entering into this agreement, contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby.

Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:

A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.

B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.

C. For Professional Liability—errors and omissions—a \$1,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. (**Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.**). For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.

D. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement.

10. 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 there from.

11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

12. 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, electronically, faxed, 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.
13. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
14. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.

CITY: Rick Robinson, City Administrator
 City of Canby
 PO Box 930
 Canby, OR 97013

CONTRACTOR: Landscape Structures, Inc
 601 7th Street South
 Delano, MN 55326

**Please submit invoices to: Attn: Accounts Payable
 City of Canby
 PO Box 930
 Canby, OR 97013
 ap@canbyoregon.gov**

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

CONTRACTOR:

CITY OF CANBY

By:

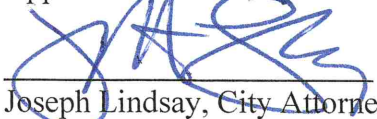
By: 

Date:

Date: 8/21/1953

Subcontractors will be used ___ Yes ___ No (If Yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:


 Joseph Lindsay, City Attorney

11/6/15

EXHIBIT A

Landscape Structures Representative

Ben Stanford
 Ross Recreation Equipment, Inc.
 503-432-8950
 bens@rossrec.com

Prepared For:

Contact Name	Jeff Snyder	Phone	(503) 266-4021 x 232
Bill To Name	City of Canby	Ship To Name	City of Canby
Bill To	182 N. Holly Street P.O. Box 930 Canby, Oregon 97013 United States	Ship To	1470 NE Territorial Road Canby, Oregon 97013 United States



ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
 601 7TH STREET SOUTH
 DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

Quote Name	Surface America PIP for 3,840 Sq Ft	Quote Date	7/1/2019
Opportunity Name	Legacy Park Surfacing	Quote Exp Date	10/1/2019
Quote Number	00029769	Est Lead Time	2-4 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Install-Rubber Surfacing	Installation of Surface America Poured-in-Place rubberized surfacing for 3,840 square feet at a 3-1/2" thickness by a manufacturer certified installer. Price does not include sub-base preparation, drainage, design work or inspections. General contractor is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper hold down from finish grade. Surfacing will be installed to follow slope of the sub base and thickness of safety surfacing quoted to be kept consistent; surfacing will not be installed thicker over drains unless requested. Please advise if installation is to be installed in any other manner so quote can be adjusted. Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/ 200GMax. *Installations over 2,000 sf will have seams in the finished surface.	\$24,230.00	\$24,230.00
1.00	Installation	Receive and Offload materials Demo and Disposal of existing tiles	\$1,760.00	\$1,760.00
1.00	Site Work	**Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$8,426.00	\$8,426.00
1.00	Surface America PIP Rubber	Surface America Poured-In-Place Rubber surfacing materials: ~Square Footage: 3,840 sf ~Thickness: 3-1/2" (per 8' CFH of play equipment) ~Binder: Standard Aromatic Binder ~Color: 50% Color & 50% Black speckled mix *Teal, Yellow, Purple, and Primary Red are considered premium colors, if any are used for more than 25% of the color mix, an additional materials charge will apply. *Any change in color, thickness, square footage or binder type will require a change order. Contractors bidding are responsible to verify that quoted material meets the project requirements. *Does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt, or Crushed Stone. More details available upon request.	\$41,329.00	\$41,329.00

*It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any revision to materials will require a revised quote and may result in a price increase.

*Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200GMax.

Materials Amount	\$41,329.00
Tax Amount	\$0.00
Labor Total	\$34,416.00
Freight Amount	\$6,160.00
Total	\$81,905.00

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Signature _____

Name _____

Title _____

Date _____

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

The logo for HGACBuy, with 'HGAC' in red and 'Buy' in blue, both in a bold, sans-serif font.

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Joshua Davis, being first duly sworn, depose and say that I am the Confidential Administrative Assistant for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 7th day of August 2019 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1519 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 8th day of August 2019, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building Bulletin Board (Upstairs)
- 2. Canby Civic Building Bulletin Board (Downstairs)
- 3. Canby Post Office
- 4. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of five (5) days and until the very 21st day of August 2019.

Joshua Davis
Joshua Davis
Confidential Administrative Assistant

Subscribed and sworn to before me this 8th day of August 2019.

Erin Elizabeth Burckhard
Notary Public For Oregon
My Commission Expires: 9/4/2022

