

ORDINANCE NO. 759

AN ORDINANCE AUTHORIZING CONSTRUCTION OF A SEWER PLANT LAB FOR THE CITY OF CANBY, COUNTY OF CLACKAMAS, OREGON.

WHEREAS, the City of Canby has heretofore advertised and received bids for the construction of a new sewer plant lab building; and

WHEREAS, the notice of call for bids was duly and regularly published in the Canby Herald on October 10, 1984, and the Daily Journal of Commerce on October 11, 1984 and October 17, 1984; and

WHEREAS, bids were received as advertised and were opened by the City Administrator on November 1, 1984, and the following bids were received:

<u>BIDDER</u>	<u>BID</u>
R.W. VanLieu Construction	\$57,224.00
Canby Excavating	\$55,514.00
Paul Ylivsaker Carpentry	\$52,900.00
K & L Contractors	\$46,041.00
S & L Remodeling	\$44,566.00

WHEREAS, the Canby City Council, as the City's Contract Review Board, met in regular session on November 7, 1984, and considered the bids and reports and recommendations of the City Administrator; and

WHEREAS, the City Council determined that the lowest and best bid was that of S & L Remodeling; now therefore,

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and the City Recorder are hereby authorized and directed to make, execute and deliver in the name of the City of Canby and on its behalf, an appropriate contract with S & L Remodeling for its construction of the sewer plant lab for which the City received its quote of \$44,566.00.

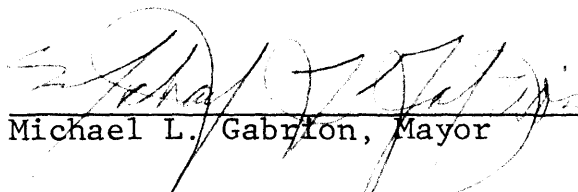
Section 2. The sewer plant lab project shall be constructed under the supervision of the City's Building Official and in accordance with his previously prepared plans and specifications for such project; and upon completion of the work the total cost shall be paid upon receipt of billing and approval of the City Administrator and City Council from the City's Sewer Reserve Fund.

Section 3. An emergency is hereby declared to exist in order that the required work can be started and completed as soon as possible to benefit the citizens of the City of Canby 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 21, 1984; ordered posted as provided by the Canby City Charter and scheduled for second reading and action of the City Council at a regular meeting thereof to be held on December 5, 1984, after the hour of 7:30 o'clock P.M., at the Council meeting chambers at the Canby City Hall in Canby, Oregon.


Marilyn K. Perkett, City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on the 5th day of December, 1984, by the following vote:
YEAS 6, NAYS 0


Michael L. Gabriel, Mayor

ATTEST:


Marilyn K. Perkett, City Recorder

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1977 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ in the year of Nineteen
Hundred and _____

BETWEEN the Owner: CITY OF CANBY

and the Contractor: S&L REMODELING

The Project: LABORATORY BUILDING - SEWAGE TREATMENT PLANT

The Architect: ELDON E. EDWARDS

The Owner and the Contractor agree as set forth below.

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ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

BUILDING 18'x40' LABOATORY , USING ARCHITECT SPECIFICATIONS THAT CAN BE FOUND
IN THE SPECIFICATION MANUAL.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced NOVEMBER 26, 1984
and, subject to authorized adjustments, Substantial Completion shall be achieved not later than APRIL 24, 1984

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

ONE HUNDRED AND FIFTY CALANDER DAYS ALLOWED. \$100.00 PER DAY DELINQUENCY
CHARGE. SEE LIQUIDATED DAMAGES ON BID FORM IN SPECIFICATIONS.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

BASE BID.....	\$44,566.00
FILL AND EXCAVATION, PER UNIT.....	10.00
ADDITIONAL ELECTRICAL WORK, PER HOUR.....	35.00

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the day of the month as follows:

Not later than _____ days following the end of the period covered by the Application for Payment _____ percent (_____ %) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and _____ percent (_____ %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to _____ percent (_____ %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

CERTIFICATE OF PAYMENT TO BE SUBMITTED ONE WEEK PRIOR TO THE FIRST AND THIRD WEDNESDAY OF EACH MONTH. PAYMENT TO BE MADE BY THE CITY ONE DAY AFTER ABOVE MEETING TIMES. TEN PERCENT OF ALL BILLS PRESENTED TO THE CITY BY S&L ARE TO BE HELD UNTIL ALL WORK IS COMPLETED. FINAL PAYMENT, INCLUDED TEN PERCENT, TO BE PAID TO S&L REMODELING, WITHIN TEN DAYS AFTER FINAL INSPECTION.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 6
FINAL PAYMENT

~~Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.~~

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

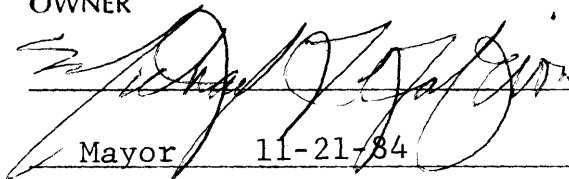
SUPPLEMENTARY CONDITION: DUE TO THE SITUATION AT THE JOB SITE, NEITHER THE CONTRACTOR OR THE EXCAVATOR SHALL BE HELD LIABLE FOR BROKEN PIPES OR DAMAGED WIRES. THIS PROVISION DOES NOT INCLUDE THE COAXIAL CABLE WHICH HAS BEEN LOCATED.

ADDITIONAL CHARGES FOR WATER DISTILLER INSTALLATION:

PLUMBING	\$350.00
ELECTRICAL	\$35.00 PER HOUR.

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

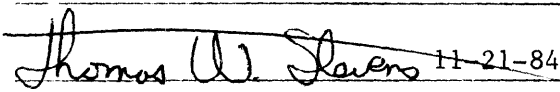
OWNER



Mayor 11-21-84

CONTRACTOR

S&L REMODELING



THOMAS W. STEVENS 11-21-84

CONTRACTORS BONDING & INSURANCE CO.

1213 Valley Street,
Seattle, Washington 98109-0271

PUBLIC WORKS CONTRACT BOND - STATE OF OREGON

BOND NO: 011072
PREMIUM: \$ 668.00

KNOW ALL MEN BY THESE PRESENTS S & L REMODELING, P.O. BOX 74, AURORA, OR. 97002

_____, hereinafter called Principal, as Principal,
and CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation
organized and existing under the laws of the State of Washington,
and duly authorized to transact surety business in the State of
Oregon, hereinafter called Surety, are held and firmly bound unto
CITY OF CANBY

hereinafter called the Oblige, in the sum of FORTY FOUR THOUSAND, FIVE
SIXTY SIX AND 00/100 (\$ 44,566.00) _____
lawful money of the United States of America to be paid to said
Oblige, we do bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these pre-
sents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS,
on the 7TH day of NOVEMBER, 19 84, the Principal entered into a
contract with the obligee described as follows:

CONSTRUCTION OF LABORATORY BUILDING ON THE SEWAGE TREATMENT SITE
CANBY, OREGON

NOW THEREFORE, if the Principal herein shall faithfully and truly
observe and comply with the terms of the contract and shall well and
truly perform all matters and things undertaken to be performed under
said contract upon the term proposal therein, and shall promptly make
payments to all persons supplying labor and material for any prosecu-
tion of the work provided for in such contract, and shall not permit
any lien or claim to be filed or prosecution against the Oblige on
account of any labor or material furnished, and shall promptly pay
all contributions or amounts due the Industrial Accident Fund, and
State Unemployment Compensation Fund from the contractor or subcon-
tractors and all sums due the Oregon State Tax Commission for sums of
money withheld from the wages of employees of the Contractor and his
subcontractors pursuant to Section 25 of the personal income tax law
of 1969, incurred in the performance of said contract, then this
obligation is to be void, otherwise to remain in full force and effect.

The total of the Surety's liability under this bond both to the Oblige
and to the persons furnishing labor or materials, provisions and goods
and to any other person or persons, shall in no event exceed the penalty
hereof.

Provided, however, that the conditions of this obligation shall not
apply to any money loaned or advanced to the Principal or to any sub-
contractors or other person in the performance of any such work,
whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279 of
Title 26, Oregon Revised Statutes, the provisions of which are hereby
incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the above-bounden parties have executed this
instrument this 14TH day of NOVEMBER, 19 84.

S & L REMODELING

Thomas W. Stevens
PRINCIPAL

CONTRACTORS BONDING AND INSURANCE COMPANY

TERRIE REHM
TERRIE REHM - ATTORNEY IN FACT

SBG NO. 1000 12001 002 11

CONTRACTORS BONDING & INSURANCE CO.

1213 Valley Street
Seattle, Washington 98109

LIMITED POWER OF ATTORNEY

Know all men by these presents that Contractors Bonding & Insurance Company, a corporation duly organized and existing under the laws of the State of Washington, and having its principal office in Seattle, King County, Washington, does by these presents make, constitute and appoint Terrie Rehm, of Portland, Oregon, its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: (1) SBA guaranteed performance and payment bonds not exceeding the penal sum of \$500,000; (2) bid bonds for jobs which, if the contract is awarded, the SBA guaranteed performance and/or payment bond(s) (in the aggregate, if both are issued) will not exceed \$500,000; (3) all other bonds, excluding bid bonds, not exceeding the penal sum of \$20,000; and (4) bid bonds for jobs written pursuant to the authority in clause (3) above which, if the contract is awarded, the performance and/or payment bond(s) (in the aggregate, if both are issued) will not exceed \$20,000; provided, however, that Terrie Rehm is granted power and authority to exceed the applicable penal limit previously set forth for any bond in an amount equal to the amount of any letter of credit, or similar security, received as collateral security by the Company as an inducement to issue the bond; and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said attorney-in-fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Contractors Bonding & Insurance Company on September 26, 1984.

Resolved that the President is authorized to appoint as attorney-in-fact of the Company Terrie Rehm with power and authority to sign on behalf of the Company: (1) SBA guaranteed performance and payment bonds not exceeding the penal sum of \$500,000; (2) bid bonds for jobs which, if the contract is awarded, the SBA guaranteed performance and/or payment bond(s) (in the aggregate, if both are issued) will not exceed \$500,000; (3) all other bonds, excluding bid bonds, not exceeding the penal sum of \$20,000; and (4) bid bonds for jobs written pursuant to the authority in clause (3) above which, if the contract is awarded, the performance and/or payment bond(s) (in the aggregate, if both are issued) will not exceed \$20,000.

Resolved Further that Terrie Rehm is granted power and authority to exceed the applicable penal limit set forth in the preceding resolution for any bond in an amount equal to the amount of any letter of credit, or similar security, received as collateral security by the Company as an inducement to issue the bond.

Resolved Further that the authority of the Secretary of the Company to certify the authenticity and effectiveness of the foregoing resolutions in any General Power of Attorney is hereby delegated to the following persons, the signature of any of the following to bind the Company with respect to the authenticity and effectiveness of the foregoing resolutions as if signed by the Secretary of the Company: Donald Sirkin, Jane Thorsen, Rikka Gronnel, John T. Dymont, and Gerald A. Usselman.


Resolved Further that the signatures of the President and Notary Public and the corporate and Notary seals appearing on any General Power of Attorney containing this and the foregoing two resolutions may be by facsimile.

Resolved Further that all resolutions adopted prior to today appointing Terrie Rehm as attorney-in-fact for Contractors Bonding & Insurance Company are hereby superseded.

In Witness Whereof, Contractors Bonding & Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 26th day of September, 1984.

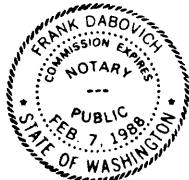
State of Washington)
County of King) ss.




Contractors Bonding & Insurance Company
By: 
Steven A. Gaines, President

On this 26th day of September, 1984, personally appeared Steven A. Gaines, to me known to be the President of the corporation that executed the foregoing General Power of Attorney and acknowledged said General Power of Attorney to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said General Power of Attorney.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Washington,
residing at Seattle

The undersigned, acting under authority of the Board of Directors of Contractors Bonding & Insurance Company, hereby certifies, in lieu of Certificate of the Secretary of Contractors Bonding & Insurance Company, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

Given under my hand and the seal of said Company, at PORTLAND, OR. this 14 day of NOVEMBER, 1984.

