

ORDINANCE NO. 843

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE A CONTRACT WITH TENANT IMPROVEMENT SERVICES CORPORATION FOR THE REMODELING OF THE OLD ACE HARDWARE BUILDING; AND DECLARING AN EMERGENCY

WHEREAS, the City of Canby is remodeling the old Ace Hardware Building for use as a public library; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on February 13, 14, and 15, 1990, and in the Canby Herald on February 14, and February 21, 1990.

WHEREAS, bids were received and opened on March 6, 1990, at 3:00 p.m. in the Canby City Council Chambers and read aloud, the attached hereto, marked exhibit "A" and by this reference incorporated herein; and

WHEREAS, the Canby City Council, acting as the City's Contract Review Board met on Wednesday, March 21, 1990, and considered the attached bids and the reports and recommendations of the staff; and


WHEREAS, the Canby City Council determined that the best bid was that of Tenant Improvement Services Corporation; now therefore

THE CITY OF CANBY CRDAINS AS FOLLOW:

Section 1. The Mayor and City Recorder 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 Tenant Improvement Services Corporation for the remodeling of the old Ace Hardware building for the bid amount of \$196,211.00. A copy of said bid is attached hereto, marked exhibit "B" and by this reference incorporated herein.

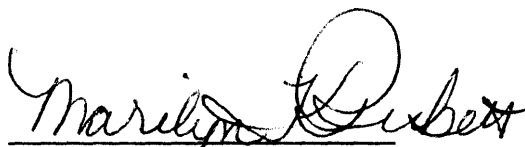
Section 2. Inasmuch as it is in the best interest of the citizens of Canby, Oregon, to complete this project as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting therefor on Wednesday, March 21, 1990; ordered posted as required by the Canby City Charter and scheduled for second reading on Wednesday, April 4, 1990; commencing after the hour of 7:30 P.M., at the Council Chambers at the Canby City Hall, 182 N. Holly, Canby, Oregon.


Kathy Keyser
Acting City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on April 4, 1990, by the following vote:

YEAS 6 NAYS 0


Marilyn K. Perkett
City Recorder

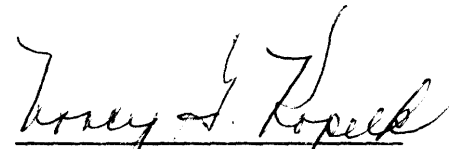

Nancy G. Koplek
Mayor

EXHIBIT "A"

BIDDERS ON LIBRARY PROJECT

Tenant Improvement Services Corporation	\$187,864.00
Alternate 1	3,729.00
Alternate 2	1,055.00
Alternate 3	3,563.00
Total	<u>\$196,211.00</u>
OTKM Construction, Inc.	\$205,899.00
Alternate 1	3,721.00
Alternate 2	1,636.00
Alternate 3	2,943.00
Total	<u>\$214,199.00</u>
D & L Peterson Construction Co. Inc.	\$215,800.00
Alternate 1	3,930.00
Alternate 2	1,052.00
Alternate 3	4,335.00
Total	<u>\$225,117.00</u>
Rollins & Greene Builders, Inc.	\$220,000.00
Alternate 1	4,011.00
Alternate 2	924.00
Alternate 3	3,094.00
Total	<u>\$228,029.00</u>
CPM Contractors	\$204,625.00
Alternate 1	-0-
Alternate 2	1,250.00
Alternate 3	5,000.00
Total	<u>\$210,875.00</u>
2 KG Contractors	\$226,400.00
Alternate 1	4,010.00
Alternate 2	1,285.00
Alternate 3	4,385.00
Total	<u>\$236,080.00</u>
Woodburn Construction Company	\$219,444.00
Alternate 1	4,212.00
Alternate 2	1,300.00
Alternate 3	3,253.00
Total	<u>\$228,209.00</u>
Bennett Jones Corporation	\$219,500.00
Alternate 1	3,700.00
Alternate 2	974.00
Alternate 3	3,000.00
Total	<u>\$227,174.00</u>

EXHIBIT "A"

BIDDERS ON LIBRARY (cont)

M. Stearns Construction Company	\$234,892.00
Alternate 1	3,861.00
Alternate 2	1,028.00
Alternate 3	4,302.00
Total	<u> \$244,083.00</u>
G.A. Bentley Construciton, Inc.	\$264,980.00
Alternate 1	4,046.00
Alternate 2	1,020.00
Alternate 3	3,123.00
Total	<u> \$273,169.00</u>
G. Solis Construction, Inc.	\$237,874.00
Alternate 1	3,390.00
Alternate 2	820.00
Alternate 3	4,500.00
Total	<u> \$246,584.00</u>
Buchanan General Contracting Company	\$229,700.00
Alternate 1	4,100.00
Alternate 2	1,021.00
Alternate 3	4,600.00
Total	<u> \$239,421.00</u>
Silco Construction Company	\$211,851.00
Alternate 1	3,770.00
Alternate 2	1,181.00
Alternate 3	4,146.00
Total	<u> \$220,948.00</u>

EXHIBIT "B"

THE TENANT IMPROVEMENT SERVICES CORPORATION

2337 S.E. Ankeny St./Portland, Oregon 97214-1682/503-236-2375

***Canby Public
Library Project***

***Proposal for
Renovation of
Existing Facility***

***City Hall
182 N. Holly
PO Box 930
Canby, Ore. 97013***

TISCc # P-70

March 6, 1990

"Your Office Remodeling and Improvement Specialists"

EXHIBIT "B"

DOCUMENT 00300

BID FORM

1.1 BIDDER AGREEMENT

A. Name of Bidder: THE TENANT IMPROVEMENT SERVICES
CORP

B. The Undersigned Has:

1. Reviewed the Project Manual and Drawings for Canby Library.
2. Reviewed Addenda / through / inclusive.
3. Examined the existing building and conditions affecting Work.

C. The Undersigned Agrees:

1. To hold this Bid open for 30 days subject to provisions in Article 4 in Document 00100, Instructions to Bidders.
2. That Bid Security in the form of a cashiers check , certified check , or bid bond X, is enclosed and is not less than 10 percent of the Bid Sum, inclusive of all Alternates.
3. That Bid Security attached to this Proposal is left in escrow with City of Canby as a Bid guarantee, subject to provisions in Article 4 in Document 00100, Instructions to Bidders and Article 4 in Document 00120, Supplementary Instructions to Bidders.
4. That Proposals not indicating Addenda received prior to Bid Date may be rejected by City of Canby.
5. That Bid has been arrived at independently and submitted without collusion designed to limit independent bidding and competition.

D. If Awarded a Contract, the Undersigned Agrees:

1. To enter into and execute a Contract, on the basis of this Bid.
2. To deliver to City of Canby within 10 days of the award, a formal written Agreement subject to provisions in Article 8 in Document 00100, Instructions to Bidders.
3. To complete the work in accordance with the Contract Documents for the amount set forth in this Proposal.
4. To commence the work no later than 10 days after receiving Notice to Proceed from Owner's Representative.
5. To complete the Work within 105 days.
6. To comply with applicable Federal Regulations and Executive Orders concerning Affirmative Action toward equal employment opportunities including minority, women's business enterprise, and labor surplus area firms.
7. To comply with Anti-Kickback Act and Davis-Bacon Act as supplemented by Department of Labor regulations.
8. To comply with the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations.
9. To comply with the Clear Air Act, the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations.
10. To certify compliance with provisions of ORS 279.350 requiring payment of prevailing rates of wage to all workmen employed at the site. (See Prevailing Wage Rates, Section 00827).
11. To comply with State of Oregon Workers' Compensation Law, ORS 656.017.



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a
STIPULATED SUM*

1987 EDITION

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

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

AGREEMENT

made as of the fifth day of April in the year of
Nineteen Hundred and ninety

BETWEEN the Owner: The City of Canby
(Name and address) PO Box 930
Canby, OR 97013

and the Contractor: The Tenant Improvement Services Corporation
(Name and address) 2337 SE Ankeny St.
Portland, OR 97214-1682

The Project is: Canby Library
(Name and location) 292 N. Holly
Canby, OR 97013

The Architect is: The Office of J. Thomas Clark Architect
(Name and address) 133 SW Second Ave., Suite 410
Portland, OR 97204

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~XXXXXX~~

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a notice to proceed.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120)

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

calendar days after the date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One hundred ninety-six thousand, two hundred eleven Dollars (\$ 196,211.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Alternate No. 1

Alternate No. 2

Alternate No. 3

4.3 Unit prices, if any, are as follows:

not applicable

ARTICLE 5
PROGRESS PAYMENTS

5.1 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 below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~XXXX~~
~~XXXXXX~~

5.3 Provided an Application for Payment is received by the ~~Architect~~ ^{Project Manager} not later than the ~~tenth~~ ^{tenth} day of a month, the Owner shall make payment to the Contractor not later than the ~~tenth~~ ^{day of the following} month. If an Application for Payment is received by the ~~Architect~~ ^{Project Manager} ~~XXXXXX~~ after the application date fixed above, payment shall be made by the Owner not later than ~~thirty (30)~~ ^{thirty (30)} days after the ~~Architect~~ ^{Project Manager} receives the Application for Payment.

Project
Manager

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ~~five~~ ^{five} percent (~~5~~ ⁵ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~five~~ ^{five} percent (~~5~~ ⁵ %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~ninety-five~~ ^{ninety-five} percent (~~95~~ ⁹⁵ %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

not applicable

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows~~:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(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. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

none

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated January 1990, and are as follows:

Document	Title	Pages
A311	Performance Bond	1 & 2
A311	Labor & Material Payment Bond	3 & 4

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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Those contained in the Project Manual dated January 1990, and Addendum No. 1.

9.1.5 The Drawings are as follows, and are dated January 31, 1990 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A0.1	Cover Sheet	
A1.1	Demolition Plans	
A2.1	Floor Plan	
A3.1	Exterior Elevations	
A4.1	Interior Elevations	
A4.2	Interior Elevations	
A5.1	Reflected Ceiling Plan	
A6.1	Exterior Details	
A7.1	Interior Details	
A7.2	Interior Details	
A8.1	Floor Finishes	
A8.2	Wall & Ceiling Finishes	
S1.1	Structural Details	
M1.1	Mechanical	
E1.1	Lighting	
E2.1	Power and Signal	

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
1	February 28, 1990	3 plus Federal Wage Rates

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

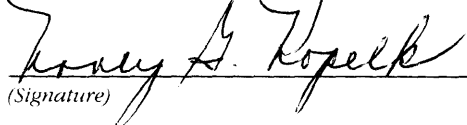
9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

none

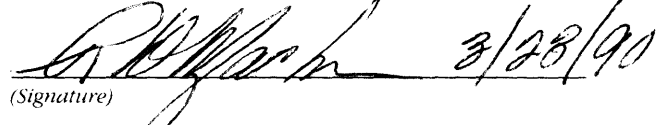
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER


(Signature)

Nancy G. Koppek, Mayor
(Printed name and title)

CONTRACTOR

 3/28/90
(Signature)

RICHARD D. MACDON SEC.
(Printed name and title)