

**ORDINANCE NO 855**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY  
RECORDER TO EXECUTE A CONTRACT WITH F.D. THOMAS  
INC., FOR THE CANBY SWIM CENTER ROOF AND SKYLIGHT  
RENOVATION PROJECT**

WHEREAS, the City of Canby has heretofore advertised and received bids for the Canby Swim Center Roof and Skylight Renovation; and

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on February 14, 15 and 21, 1991; and

WHEREAS, bids were received and opened on March 7, 1991, at 2:00 P.M., by the Public Works Director, Wayne Klem, in the Canby City Public Library and the following bids were read aloud:

BIDDER	ADDRESS	COST
F.D. Thomas, Inc.	P.O. Box 4663 Medford, OR 97501	\$36,591
CPM Contractors	7451 SW Coho Ct. Tualatin, OR 97062	\$47,155
Inter-Mountain Insulations, Inc.	1004 NE 4th Avenue Canby, OR 97013	\$52,000
DIAMACO, Inc.	1597 W. Links Way Oak Harbor, WA 98277	\$85,206

Whereas, the Canby City Council, acting as the City's Contract Review Board, met on March 20, 1991, and considered the bids and the reports and recommendations of the City staff; and

WHEREAS, the Canby City Council determined that the lowest and best bid was

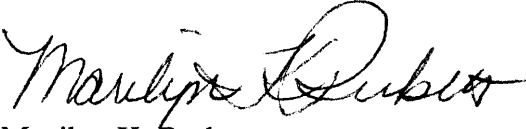
that of F.D. THOMAS, INC.,; now therefore

THE CITY OF CANBY ORDAINS AS FOLLOWS:

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 on its behalf, an appropriate contract with F.D. Thomas, Inc., for the Canby Swim Center Roof and Skylight Renovation to the published specifications, for the bid amount of \$36,591. The copy of said contract is attached hereto and marked as Exhibit "A" and by this reference incorporated herein.

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

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, March 20, 1991, ordered posted as provided by the Canby City Charter and scheduled for second reading and action of the Canby City Council at a regular meeting thereof on Wednesday, April 3, 1991, commencing after the hour of 7:30 p.m., in the Council Meeting Chambers at Canby City Hall in Canby, Oregon.

  
Marilyn K. Perkett,  
City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on April 3, 1991, by the following vote: YEAS 5 NAY 0

  
Shawn Carroll, Mayor

ATTEST:

  
Marilyn K. Perkett, City Recorder



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*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.*

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## AGREEMENT

made as of the                      third                      day of                      April                      in the year of  
Nineteen Hundred and                      Ninety One.

**BETWEEN** the Owner:

*(Name and address)*

and the Contractor:

*(Name and address)*

F.D. Thomas Inc.  
PO Box 4663  
Medford, OR      97501

The Project is:

*(Name and location)*

Canby Swim Center  
1150 S. Ivy Street  
Canby, OR      97013

The Architect is:

*(Name and address)*

John Vosmek, Architect  
1322 S.W. 21st Avenue  
Portland, OR      97201

The Owner and Contractor agree as set forth below.

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**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 THIRTY SIX THOUSAND FIVE HUNDRED AND NINETY-ONE Dollars (\$ 36,591 00/100 ), 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.)*

BASIC BID AND ALTERNATIVE #1 & #2 AS PER ACCEPTANCE LETTER DATED MARCH 15, 1991 AND ATTACHED.



**4.3** Unit prices, if any, are as follows:

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, ~~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:

In the event arbitration or legal action is necessary to resolve claims or disputes within this contract, the losing party will pay the prevailing party, in addition to the costs and disbursements allowed by law, such sum as the arbitrator may adjudge as reasonable attorney fees for the prosecution of said action.

**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.

**9.1.5** The Drawings are as follows, and are dated Sept. 14, 1990  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

unless a different date is shown below:

<b>Number</b>	<b>Title</b>	<b>Date</b>
A1 - A5	Refer to Project Manual	

NOTE: Drawings A-3 and A-4 were revised February 1, 1991

**9.1.6** The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
N/A		

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.


  
 PAINTING AND ENVIRONMENTAL COATING CONTRACTOR
   
**P.O. BOX 4663 · MEDFORD, OR. 97501**
  
 (503) 664-3010

City of Canby  
 P.O. Box 930  
 Canby, Oregon 97013

March 15, 1991

Attn: Rusty Klem - Director Public Works  
 Re: Canby Swim Center - Roof & Skylight Renovation

We propose to furnish all labor, materials and equipment necessary to complete all work per bid specifications for the Canby Swim Center roof and skylight renovation for the following sums:

Basic Bid.....	\$ 23,126.00
Alternative # 1 - Add .....	\$ 11,065.00
Alternative # 2 - Add .....	\$ 2,400.00

**AREAS**

Area and work to be performed per specifications included with the bid documents.

**SPECIFICATIONS**

All work to be completed as per the plans and specifications for the Canby Swim Center-Roof and Skylight Renovation.

**BILLING**

F.D. Thomas, Inc. will submit billings for progress payments every 30 days.

The above is a summary of our bid for the project. Please sign in the appropriate area indicating acceptance of the bid and alternatives.

**ACCEPTANCE:**

Date: 3/20/91

Date: 3-20-91

By: F. D. Thomas  
 F. D. Thomas, President  
 F. D. THOMAS, INC.

Basic Bid: 23,126.00

Alt # 1: 11,065.00

Alt # 2: 2,400.00

*Wayne A. Klem*

Typed Name: Wayne (Rusty) Klem

Title: Public Works Director