

Original

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1662

CONTRACT DOCUMENTS

**PUBLIC WORKS SHOP REMODEL
FOR
CITY OF NEWBERG
APRIL, 1999**

**Mike Soderquist
Community Development Director**

City of Newberg Public Works Shop Remodel Project

Sealed bids for the construction of the **Public Works Shop Remodel Project** in the City of Newberg, Oregon addressed to the Community Development Director, 719 E. First St., Newberg, Oregon 97132, will be received by Community Development Director, until **2:00 p.m.** prevailing time on the **21st day of April, 1999** at the Community Development Building, 719 E. First St., Newberg, Oregon at which time and place all bids will be opened and publicly read aloud by the undersigned or his designated representative.

The project generally consists of the removal of all walls, cabinets, garage door and plywood wall coverings in the area to be remodeled. Concrete floor to be removed and replaced as indicated on the drawings. Walls and ceiling joists to be constructed of the widths and depths indicated on the plans. Insulation to be installed in perimeter walls and ceilings; R-19 in 2x4 walls, R-21 in 2x6 walls. Installation of doors and windows as specified on the plans. All new walls and ceilings to be covered with 1/2" gypsum board, taped and textured. After final texture is applied to the walls and ceilings same shall be painted with a satin finish latex paint. Install vinyl floor covering with coved baseboards as indicated on the drawings. Install metal toilet compartment partitions and doors. Contractor or his subcontractor shall have designed and supply a heating/air conditioning system to be installed in the location provided for on the plans. Also vent fans in restrooms and attic ventilation fans in the roof structure. Install electrical switches, outlets and other electrical fixtures called for on the plans. Construct and install cabinets of the size indicated at specific points throughout the building.

Plans and Specifications may be **obtained and examined** at the office of the Community Development Director, 719 E. First St., Newberg, Oregon 97132.

No proposal will be received or considered unless the bid contains statements by the bidder as a part of his bid, that the provisions required by ORS 279.348 through 279.363, and the Davis-Bacon Act, as may be applicable are to be complied with. Applicable state wage rates are included with the contract documents.

When applicable all bidding shall comply with Presidents Executive Order No. 11246. All bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

Each bid must be submitted on the prescribed form in a sealed envelope, and clearly marked on the outside that it is a bid. Each bid must be accompanied by a certified check or bid bond payable to the City of Newberg, Oregon, in an amount of not less than 10 percent of the total amount of the bid submitted. The successful Bidder will be required to furnish a bond for faithful performance on the contract in the full amount of the contract price.

The City of Newberg reserves the right to reject any or all bids, to waive informalities, and to accept the bid which is in the best interest of the City. No bidder may withdraw his bid for a period of thirty (30) calendar days after the date set for opening.

Michael Soderquist
Community Development Director

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: PUBLIC WORKS SHOP REMODEL PROJECT

TO: MAYOR AND CITY COUNCIL
CITY OF NEWBERG, OREGON
719 E. FIRST STREET
NEWBERG, OREGON 97132

The undersigned, hereinafter called the Bidder, in compliance with your advertisement for bid offers to enter into a Contract with the City of Newberg, Oregon, hereinafter referred to as the Owner, to furnish all labor, materials, equipment, supplies and machinery to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

The Bidder declares that he has carefully examined the plans and specifications with related documents, that he has personally inspected the site of the proposed work; that he has satisfied himself as to the quantities involved including materials and equipment, and is familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor. THE BIDDER ALSO AGREES TO COMPLY WITH ALL CURRENT AIA SPECIFICATIONS.

The Bidder further declares that the Bid is made according to the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid, and that the prices below are to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part.

The Bidder agrees that if this Bid is accepted, he will, within ten calendar days after notification of acceptance, execute the Contract with the Owner; and will at that time deliver to the Owner the Performance and Payment Bond and insurance documents required herein, and will, to the extent of his Bid, furnish all labor, equipment and materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Community Development Director.

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" of the owner and to fully complete the project within sixty (60) consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of one hundred and fifty dollars (\$150.00) for each consecutive calendar day thereafter until the work shall have been finished. Sundays and legal holidays shall be excluded in determining days in default.

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the General Provisions and based on the following schedule of lump sum or unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The undersigned Bidder hereby agrees that the provisions of ORS 279.348 to 279.356 will be complied with, so that the undersigned Bidder and Bidder's subcontractors will pay to their employees not less than the specified minimum prevailing rate of wage as determined by the Oregon Commissioner of the Bureau of Labor and Industries, and further agrees to pay such wages not less than once per week.

The Bidder shall pay a fee equal to one-tenth of one percent (.1 percent) of the price of this contract. The fee shall be paid on or before the first progress payment or 60 days from the date work first began on the contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at: Bureau of Labor and Industries, Wage and Hour Division, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232.

The unit prices shall include all labor, materials, equipment, tools, overhead, profit, insurance, etc., to complete the work called for.

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the required Performance and Payment Bond within the time herein proposed, then, in that event, the bid security deposited herewith shall be retained by the Owner as liquidated damages.

The Bidder understands that the Owner may reject any or all bids and waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The Bidder acknowledges receipt of the following addendum.

NO. _____	DATE _____	NO. _____	DATE _____
NO. _____	DATE _____	NO. _____	DATE _____

The name of the Bidder submitting this Proposal is COLAMETTE CONSTRUCTION COMPANY
doing business at 13990 SW GALBREATH DR, SHERWOOD, OREGON, 97140
Street City State Zip

which is the address to which all communications shall be sent.

BIDDER'S PERFORMANCE BOND STATEMENT

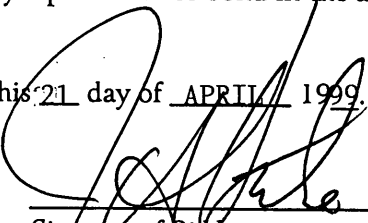
COLAMETTE CONSTRUCTION COMPANY, hereinafter referred to as Contractor, is
(Name of Contractor)
submitting a bid to the City of Newberg pursuant to the latter's advertisement for bids dated April, 1999 for Public Works Shop Remodel project.

Contractor certifies that if awarded the Contract, Contractor has the financial ability to obtain a good and sufficient bond issued by a surety to Owner in a sum equal to the amount of the bid providing for the faithful performance of the Contract.

Contractor understands and agrees if Contractor fails to provide the performance bond, the Owner will reject such bid and the bid bond or security submitted with the subject bid will be forfeited. The Surety requested to issue the Performance Bond will be SAFECO

Contractor hereby authorizes SAFECO (Surety Company) to disclose any information to the Owner (Surety Company) to the Owner concerning Contractor's ability to supply a performance bond in the amount of the Contract.

In witness thereto the undersigned has set his hand this 21 day of APRIL 1999.



Signature of Bidder JAMES A. HIRTE

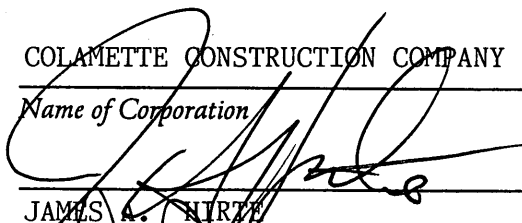
PRESIDENT

Title

(If Corporation)

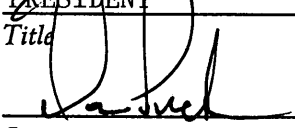
In witness whereof the undersigned corporation has caused this instrument to be executed and the seal affixed by its duly authorized officers this 21 day of APRIL 1999

COLAMETTE CONSTRUCTION COMPANY

Name of Corporation
By 

JAMES A. HIRTE

PRESIDENT

Title
Attest 

Secretary

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 22 day of JUNE, 1999, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

COLAMETTE CONSTRUCTION COMPANY

of 13990 SW GALBREATH DRIVE

SHERWOOD, OREGON 97140

hereinafter called the "CONTRACTOR".

WITNESS:

Said Contractor, in consideration of the sum to be paid him by the said Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the **Public Works Shop Remodel Project** to the extent of the Bid made by the Contractor on the 21 day of APRIL, 1999, all full compliance with Contract Documents referred to herein.

The Advertisement for Bid, the signed copy of the Bid made by the Contractor, the fully executed Performance and Payment Bond, the General Provisions, the Special Provisions, the Technical Provisions, and the Plans consisting of six (6) sheets entitled **Public Works Shop Remodel Project** dated September, 1998, are hereby referred to and, by reference, made a part of this Contract as fully as if the same were completely set forth herein. Contract documents also include Colamette Construction letter dated 4/27/99, Russ Thomas memo dated 4/27/99 and resolution no. 99-2184 dated 6/7/99. In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Community Development Director and to his satisfaction to the extent provided in the Contract Documents, or as otherwise herein provided and based on the said Bid made by the Contractor, and to make such payments in the manner at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the materials furnished and the workmanship performed under this Contract for a period of one year or such other time as applicable law may allow after the date of acceptance of the work in the Contract by the Owner.

In the event that the Contractor shall fail to complete the work within the time limits or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of One Hundred and Fifty Dollars per consecutive calendar day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF NEWBERG, OREGON

By 

City Manager
Title

CONTRACTOR
By 
PRESIDENT

Title James A. Hirte, President

APPROVED AS TO FORM:


City Attorney

PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we COLAMETTE CONSTRUCTION COMPANY

A CORPORATION hereinafter called "Principal" and SAFECO INSURANCE COMPANY
 (Corp., Partnership, or Individual) OF AMERICA
 of Seattle, State of Washington, herein after called "Surety", are held
 firmly bound unto the City of Newberg, Oregon, hereinafter called "Owner" in the penal sum of SIXTY SIX
THOUSAND SEVENTY Dollars (\$66,077.00) in lawful money of the United States, for the
~~SEVEN AND NO/100--~~ payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
 administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
 certain contract with the Owner, dated this 22 day of June, 1999, a copy of which is hereto
 attached and made a part hereof for the construction of the Public Works Shop Remodel Project.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
 undertakings, covenants, terms, conditions, and agreements of said contract during the original term
 thereof, and any extension thereof which may be granted by the Owner, with or without notice to the
 Surety, and if he shall fully indemnify and save harmless the Owner from all costs and damages which
 it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and
 expense which the Owner may incur in making good any default, and shall promptly make payment to
 all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the
 prosecution of the work provided for in such contracts and any authorized extension or modification
 thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
 machinery, equipment and tools consumed or used in connection with the construction of such work
 whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full
 force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no
 change, extension of time, alteration or addition of the terms of the contract or the work to be
 performed thereunder or the specifications accompanying the same shall in any way affect its
 obligation on this bond, and it does hereby waive notice of any such change, extension of time,
 alteration or addition to the terms of the contract or to the work or to the specification.

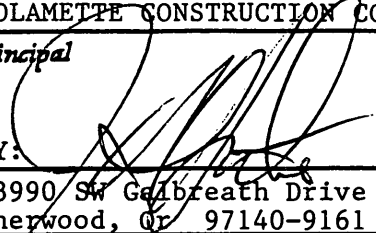
PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge
 the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this 22nd day of June 1997

COLAMETTE CONSTRUCTION COMPANY

Principal

(Principal) Secretary

BY: 

(s)

13990 SW Galbreath Drive
Sherwood, Or 97140-9161

(Address - Zip Code)

(SEAL)

Witness as to Principal

(Address - Zip Code)

13990 SW Galbreath Drive
Sherwood, Oregon 97140-9161

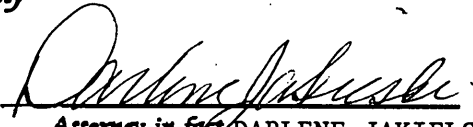
ATTEST

SAFECO INSURANCE COMPANY OF AMERICA

Surety

N/A

(Surety) Secretary

By 

Attorney-in-fact DARLENE JAKIELSKI

(SEAL)



Witness as to Surety

5612 Lake Washington Blvd NE
Kirkland, Wa 98033

(Address - Zip Code)

Note: Date of Bond must not be prior to the date of Contract. If Contractor is Partnership, all partners should execute bond.



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7351

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****STEVEN K. BUSH; M. J. COTTON; NANCY J. OSBORNE; MIKE AMUNDSEN; S. M. SCOTT; DARLENE JAKIELSKI; MARK JENSEN; JULIE M. GLOVER; Kirkland, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 29th day of May, 1999

R A Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of _____



R A Pierson

R.A. PIERSON, SECRETARY

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR VD
COLAM01

DATE (MM/DD/YY)

06/11/99

PRODUCER

Acordia/Bush Cotton
5612 Lake Washington Blvd N E
Kirkland WA 98033

Nancy Osborne

Phone No. 425-822-1111

Fax No. 425-822-5275

INSURED

Colamette Construction Company
13990 SW Galbreath Drive
Sherwood OR 97140-9161

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

United States Fid & Guar

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	1MP301332603	12/31/98	12/31/99	GENERAL AGGREGATE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	☒ Wash Stop Gap				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	1MP301332603	12/31/98	12/31/99	COMBINED SINGLE LIMIT \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	1MP301332603	12/31/98	12/31/99	EACH OCCURRENCE \$ 10,000,000
	☒ UMBRELLA FORM				AGGREGATE \$ 10,000,000
	☐ OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$ OTH-ER \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

IT IS AGREED THAT THE CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED BUT ONLY AS RESPECTS WORK PERFORMED BY THE NAMED INSURED ON THEIR BEHALF.

RE: PUBLIC WORKS SHOP REMODEL PROJECT

CERTIFICATE HOLDER

CINEWBR

CITY OF NEWBERG
719 E. FIRST STREET
NEWBERG OR 97132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Nancy Osborne

SCHEDULE OF PRICES

ITEM	DESCRIPTION	UNIT PRICE IN WRITING	UNIT PRICE IN FIGURES	TOTAL AMOUNT
1	Mobilization	1 Lump sum	3000.00	3000.00
2	Demolition	" "	755.00	755.00
3	Concrete Work	" "	3893.00	3893.00
4	Rough Framing	" "	6123.00	6123.00
5	Thermal & Moisture Insulation	" "	1000.00	1000.00
6	Doors and Windows	" "	1900.00	1900.00
7	Finishes	" "	15,252.00	15,252.00
8	Specialties	" "	1554.00	1554.00
9	Mechanical	" "	18,000.00	18,000.00
10	Electrical	" "	8,000.00	8,000.00
11	Heating and Air Conditioning	" "	12,000.00	12,000.00
	TOTAL BID	" "	71,477.00	71,477.00



SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL BY THESE PRESENTS, That we, COLAMETTE CONSTRUCTION COMPANY

_____ as Principal, hereinafter called the Principal,
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto _____

City of Newberg as Oblige, hereinafter called the Oblige,
in the sum of Ten Percent (10%) of Total Amount Bid----- Dollars

(S -----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Public Works Shop Remodel Project

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 21st day of April, 19 99.

Witness

Witness

COLAMETTE CONSTRUCTION COMPANY (Seal)
Principal

BY: [Signature] PRESIDENT
Title

SAFECO INSURANCE COMPANY OF AMERICA
By [Signature]
Kristy L. Johnson, Attorney-in-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7351

KNOW ALL BY THESE PRESENTS:

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*****STEVEN K. BUSH; M.J. COTTON; NANCY J. OSBORNE; MIKE AMUNDSEN; CINDY L. VILLASISTA; S.M. SCOTT; DARLENE JAKIELSKI; MARK A. JENSEN; JULIE M. GLOVER; KENNETH D. THOMPSON; *****
KRISTY L. JOHNSON; Kirkland, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 09 day of February, 19 98

R.A. Pierson

R.A. PIERSON, SECRETARY

W. Randall Stoddard

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

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and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

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- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 21st day of April, 19 99



R.A. Pierson

R.A. PIERSON, SECRETARY

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: May 14, 1999		MOTION
DATE ACTION REQUESTED: June 7, 1999	X	RESOLUTION NO. 99-2184
SUBJECT (include project name): Public Works Remodel Project (Resolution No. 99-2184)		ORDINANCE NO.
		INFORMATION

RECOMMENDATION: Council approve the attached resolution authorizing the City Manager to enter into a construction contract with Colamette Construction Co. to remodel of the Public Works Facility.

BACKGROUND: The project consists of converting 2 existing truck bays, a storage room and the lavatory/locker room to a lunch/meeting room, a men's restroom/locker room, a mud room, an ADA compliant unisex restroom with shower, and three work stations for record-keeping. Also included are electrical, HVAC and lighting upgrades throughout the facility.

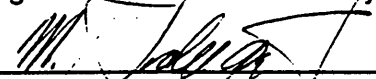
The remodeling of the Public Works Facility was budgeted at \$70,000 (Account Number 04.5150.731006). The following bids were received from the following contractors:

- | | |
|-------------------------------|-----------|
| • Colamette Construction Co. | \$ 71,477 |
| • Bill's Quality Construction | \$ 80,381 |
| • Rodriguez Corporation | \$129,387 |

The low bid of \$71,477 was submitted by Colamette Construction Co. for the work proposed. Public Works Superintendent Russ Thomas has been working with Colamette Construction to reduce the estimated construction cost to a point less than the budget amount. Mr. Thomas has received confirmation of a reduced price on the project. The total estimated cost (per Mr. Thomas' memo dated April 27, and enclosed as Attachment 1) is \$66,077.00.

FISCAL IMPACT: Award of this contract will obligate the City to Colamette Construction Co. In the amount of \$66,077.00 on successful prosecution of the work. The funds have been budgeted and are available. Any contract modifications which arise during the course of the project will be considered separately by staff.

STRATEGIC ASSESSMENT: Completion of this project will allow Public Works staff to have adequate facilities for personnel, meeting, and training needs. Public works does not currently have an ADA restroom, or a shower facility, as required by OSHA and current O.R.S. regulations. Remodeled facility will meet all current requirements.



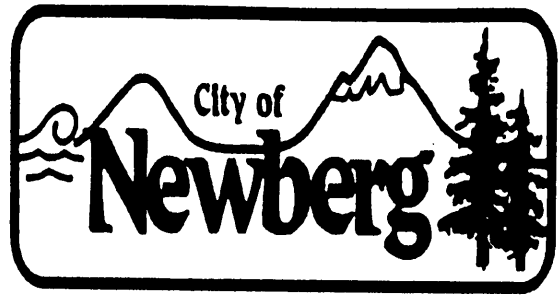
Michael Soderquist, PE, PLS, DEE
Community Development Director



Duane R. Cole
City Manager

Interoffice Memo

Public Works Division



To: Mike Soderquist
CC: John Raineri
From: Russ Thomas *RT*
Date: April 27, 1999
Subject: Public Works Shop remodel..Value Engineering bid adjustment

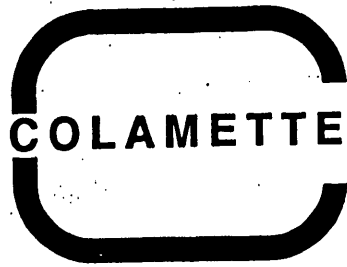
After opening and review of the bids for the Public Works Shop Remodel, which had Colamette Construction as the low bidder, at \$ 71,477, which was over the budgeted amount of \$70,000, I investigated ways to reduce the bid amount to within the budgeted amount.

I contacted Carl Dunn of Colamette Construction to discuss what could be done in the way of value engineering to reduce the bid amount to bring it within our budgeted amount. After discussing the alternatives available with him, I think that the attached changes as per the attached Value Engineering suggestion list will produce the desired finished project, and under budget.

- Item # 1. Acceptable. Anticipated savings of \$2,500.
- Item # 2. Acceptable. Anticipated savings of \$200.
- Item # 3. May not be a viable option as the partitions are gone from City Hall, and the shower may not work in our application. No anticipated savings.
- Item #4. Acceptable. This has been used with success in the Public Safety Building. Anticipated savings of \$2,400.
- Item #5. Acceptable, however Romex may not be permissible by electrical codes. The reduction in light fixtures is acceptable. Anticipated savings \$300

The above recommendations bring the final bid price to \$66,077. This is under the budgeted amount, and under the remaining budget amount of \$66,431. An additional reduction of \$1,900 may be realized if the shower in item #3 is usable, and if Romex wiring in Item #5 is allowed. Given these reductions, I recommend that we proceed with this project.

FROM THE DESK OF ...
RUSS THOMAS
SUPERINTENDENT
PUBLIC WORKS DIVISION
CITY OF NEWBERG
P.O. BOX 970
OFFICE: 500 W. 3RD ST.
NEWBERG, OREGON 97132
537-1233
FAX: 554-9411



COLAMETTE CONSTRUCTION COMPANY

13990 SW Galbreath Drive, Sherwood, Oregon 97140-9161

Phone: (503) 625-1625 Fax: (503) 625-1945 CCB #32233

April 27, 1999

Mayor and City Council
City of Newberg, Oregon
719 E. First Street
Newberg, OR 97132

RE: Public Works Shop Remodel

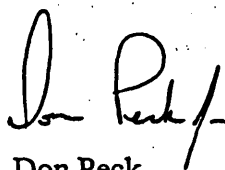
As requested by Mr. Russ Thomas, Colamette Construction Company is pleased to provide the following value engineering suggestions for the aforementioned project.

- 1) We suggest installing rubber base in lieu of the coved base shown on sheet 5. We propose using VCT floor covering and 4" rubber base in the lunchroom, entry and hallway. Sheet vinyl and 6" rubber base should be used in the locker room, washroom and unisex restroom. These flooring revisions will save \$2,500.00.
- 2) We propose deleting the cabinet under the sink in the unisex restroom shown on sheet 3. An ADA approved wall mounted sink should be installed instead for a savings of \$200.00.
- 3) Mr. Thomas indicated that a used ADA shower, currently in the old City Hall, may be available. If the shower is in good condition and fits the proposed application, then a savings of \$900.00 is possible. If the City of Newberg is able to furnish used toilet partitions in good condition, we propose a \$550.00 deduct from the bid price. These prices do not include any paint, touch up or repair of any kind. Removal from the City Hall is also excluded.
- 4) We suggest installing an acoustical t-bar ceiling rather than framing a new ceiling and using gypsum board. The t-bar ceiling would hang from wires attached to the bottom of the existing trusses. The ceiling panels would be flat, 2x4. A small wood framed loft would be constructed to support the new mechanical unit. The insulation would lay on top of the suspended ceiling. We offer a savings of \$2,400.00 for this revision.
- 5) We propose using Romex wiring method in lieu of MC and EMT conduit for a cost savings of \$1,000.00. We offer a price reduction of \$300.00 to delete three of the light fixtures in the lunch room and one light fixture in the mens toilet area.

If all of the above value engineering items are selected, a total of \$7,850.00 could be deducted from our bid price.

Thank you for the opportunity to provide this value engineering pricing. Please do not hesitate to call if you have any questions. We look forward to serving the City of Newberg on this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Don Peck", with a stylized flourish at the end.

Don Peck
Vice President

RESOLUTION NO. 99-2184

A RESOLUTION authorizing the City Manager to enter into a construction contract, in the amount of \$66,077.00, with Colamette Construction Co. to remodel of the Public Works Facility.

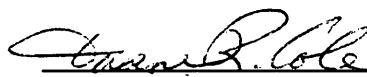
RECITALS:

1. The project is an approved Capital Project in the 1998/99 budget.
2. The specification and bid process used complies with ORS Chapter 279 which deals with Public Contracts and Purchasing, and the intent of City of Newberg Ordinance No. 96-2454, Public Contracts and Purchasing.
3. Three bids were received, with the lowest responsive bid being submitted by Colamette Construction Co. In the amount of \$71,477.
4. Value engineering of the project has reduced the total bid amount to \$66,077.00
5. The approved 1998/99 budget amount is \$70,000.00

NOW, THEREFORE, it is resolved by the Newberg City Council as follows:

1. The City Council, acting as the Contract Review Board for the City, does hereby authorize the City Manager to enter into a construction contract, in the amount of \$66,077.00, with Colamette Construction Co. to remodel of the Public Works Facility.

ADOPTED by the Newberg City Council this 7th day of June, 1999.



Duane R. Cole, City Recorder

ATTEST by the Mayor this 7th day of June, 1999.



Charles Cox, Mayor