

CITY OF NEWBERG

MIDDLEBROOK FIRE STATION SIGNAL

BID DOCUMENTS

APRIL 2001

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Newberg, Oregon, will receive sealed bids at the office of the Community Development Director, 414 E. First Street, Newberg, Oregon, 97132, until **2:00 p.m., Friday April 27, 2001** for the following project:

MIDDLEBROOK FIRE STATION SIGNAL

Bids by mail shall be addressed and mailed or delivered to:

Mike Soderquist, PE, PLS, DEE
Community Development Director
Newberg Community Development Department
P.O. Box 970
414 E. First St.
Newberg, Oregon, 97132,

in a sealed envelope clearly marked with **MIDDLEBROOK FIRE STATION SIGNAL** and the name and address of the Bidder.

Bids shall be accompanied by a certified check, cashier's check or bidder's bond payable to the City of Newberg in an amount equal to ten percent of the amount bid. Filing of a qualification questionnaire before bidding will not be necessary. No bid will be received or considered unless the bid contains a statement by the bidder that provisions of the ORS 279.350 pertaining to prevailing wage rates shall be complied with. The City reserves the right to reject any and all bids and to waive defects in bidding to the interest of the City, to postpone the award of the contract for a period not to exceed 30 days, or to abandon the improvement.

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.

No bid will be accepted by the City unless it contains a statement by the bidder that the bidder in carrying out the contract will comply with all applicable laws. No bid will be received or considered unless the bidder is registered with the Construction Contractors Board.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids or waive any specifications or requirements upon finding of the City if it is in the public interest to do so.

All questions should be addressed to:

Larry Anderson, PE, PLS
Anderson Engineering, Inc.
112 N. Springbrook Road
Newberg, Oregon 97132
Ph. 503-537-1110
Fax 503-537-0910

DESCRIPTION OF WORK

The project is to install an Opticom actuated fire station signal at the new Fire Station 21 located at the intersection of Springbrook Road and Middlebrook Drive in Newberg. Springbrook Road is a city collector street and Middlebrook Drive is a city local street. The design follows the Oregon Department Transportation 1996 Standard Specifications for Highway Construction and the Manual of Uniform Traffic Control Devices.

Plans were prepared by Falconi Consulting Services and later modified by the City of Newberg and the ODOT Traffic Signal Services Unit. The design drawings with clouded revisions are included in the bid package. The City has acquired most of the equipment for installation by the contractor. In addition, the contractor will supply and install the materials listed below. The contractor will also be required to have the signal turned on, tested and timed to ODOT and MUTCD Standards.

The work generally involves constructing two pole bases, erecting the signal poles, mounting the signals and controller, wiring to the nearest available power source, installing a remote Opticom detector across Middlebrook from the fire station doors, installing a remote pushbutton actuator in the fire station via existing conduit to an existing wall box, installing the advanced warning signs and stop bar signs and installing the thermoplastic stop bars.

THE WORK IS TO BE SUBSTANTIALLY COMPLETE BY JUNE 30, 2001

PLANS AND SPECIFICATIONS

All work and materials shall conform with the ODOT 1996 Standard Specifications for Highway Construction, City of Newberg Construction Standards and the Manual of Uniform Traffic Control Devices. The 1998 design drawings have been modified as follows:

1. The mast arm poles have been replaced with two hexagonal 28 foot, 18" bolt diameter, strain poles with an 80' span.
2. The ground mounted controller cabinet has been replaced with a pole-mounted unit located on the eastern pole.
3. A remote Opticom detector on a 10 ft. ODOT Type PP post has been added on Middlebrook St. across from the fire station doors. This will require 85 feet of buried circuitry and a bore under Middlebrook St.
4. The advanced warning signs do not have flashing beacons. The "PREPARE TO STOP WHEN LIGHT FLASHES" signs have been eliminated.
5. The Signal Phasing has changed according to the enclosed ODOT TSSU Phase Diagram

MATERIALS AND LABOR

The following materials will be provided by City. Installation of these items shall be included in the lump sum bid.

1. Two (2) hexagonal poles strain poles, 28' height, 18" diameter bolt circle with junction box and eyebolts for messenger and tether cables.
2. Six (6) Signal Heads (five mounted on span wire, one mounted on pole) with mounting hardware.
3. Pre-tested, pole mounted Model 170 controller cabinet with WAPITI W454A Software (contractor to pick up at ODOT Traffic Signal Services Unit in Salem).
4. Side pole mounting for one signal head.
5. 1000 ft. of Opticom cable

The following materials will be provided by the Contractor. Materials and installation shall be included in the lump sum bid:

1. Two (2) pole bases per ODOT Standard Signal Support Detail
2. Pole mounting hardware including 2-1/4" anchor bolts.
3. All necessary conduit, conductor, cable, junction boxes and span wire
- ~~4. Two (2) Opticom detectors and mounting hardware~~
5. One (1) Type PP Post and base.
6. Two (2) 36"X36" W3-3 Signal Advanced Warning Signs with FIRE STATION SIGNAL supplemental plates and posts.
- ~~7. Two (2) R10-6 (STOP HERE ON RED) Signs and posts.~~
- ~~8. One double-sided span wire mounted plate "FIRE SIGNAL" with mounting hardware~~
9. Pushbutton switch in Fire Station installed on existing wall box
10. Forty (40) feet of buried 1-1/2" conduit from the southwest signal pole to the conduit stubbed into the Fire Station.
11. Eighty-five (85) feet of buried conductor from the southwest signal pole to the remote Opticom detector. This requires boring under Middlebrook Street.
12. Connection to a power supply.
- ~~13. Two (2) 12" by 10 ft. Thermoplastic stop bars.~~
14. Surface and landscape restoration.

The City will stake the location of the poles. The Contractor will have the signals tested and timed according to ODOT and MUTCD standards by an approved firm. Signal testing and timing shall be included in the lump sum bid.

BID

PLACE: CITY OF NEWBERG, OREGON

PROJECT: MIDDLEBROOK FIRE STATION SIGNAL

TO: MIKE SODERQUIST, PE, PLS, DEE
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF NEWBERG, OREGON
P.O. BOX 970
414 E. FIRST STREET
NEWBERG, OREGON 97132

BIDDERS DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, in compliance with the 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 in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

The Bidder declares that Bidder has carefully examined the specifications with related documents; and is satisfied as to the quantities involved including materials and equipment; and is familiar with all of the conditions surrounding the furnishing of the proposed equipment including availability of materials and labor.

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, the Bidder will, within seven calendar days after notification of acceptance, execute the Contract with the Owner; and will at that time deliver to the Owner the Performance-Payment Bond and insurance documents required herein, and will, to the extent of the 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 Owner.

The Bidder further agrees to begin work within ten calendar days after receipt of written "Notice to Proceed" from the Owner and to be substantially complete on or before June 30, 2001. Bidder further agrees to pay as liquidated damages, the sum of one hundred dollars (\$100.00) for each business day thereafter until completion.

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following Schedule of Prices

amount. The Bidder agrees that the Bid amount represents 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. In case of a discrepancy, the amount shown in words shall govern.

\$ 26,846.00

LUMP SUM BID IN FIGURES

Twenty Six Thousand Eight Hundred Forty Six & 00/00

LUMP SUM BID IN WRITING

STATEMENT OF COMPLIANCE

The Bidder understands that, when applicable, all bidding shall comply with Presidents Executive Order No. 11246 and in performance of the contract will comply with all applicable laws. All Bidders shall comply with the applicable provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964.

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-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. NONE DATE _____ NO. _____ DATE _____
NO. _____ DATE _____ NO. _____ DATE _____

The name of the Bidder submitting this Proposal is

Cherry City Electric a Division of Morrow Meadows Corp. doing business at
PO Box 12668 Salem OR 97309
(Street) (City) (State) (Zip)

RESIDENT/NONRESIDENT BIDDER STATUS

Oregon law requires that the Owner, in determining the lowest responsible Bidder, must add a percent increase on the Bid of a nonresident Bidder equal to the percent, if any, of the preference given to that Bidder in the State in which that Bidder resides. Consequently, each Bidder must indicate whether it is a resident or nonresident Bidder, as defined in ORS 279.029. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this Bid, has a business address in Oregon, and has stated in its Bid whether the Bidder is a "resident Bidder". A "nonresident Bidder" is a Bidder who is not a resident Bidder.

The undersigned states that it is: (check one)

1. A resident Bidder X
2. A nonresident Bidder

Indicate State in which Bidder resides: Oregon

BIDDER'S PERFORMANCE BOND STATEMENT

Cherry City Electric, hereinafter referred to as Bidder is
(Name of Bidder)

submitting a Bid to the City of Newberg pursuant to the latter's Advertisement for Bids, dated **April 2001**, for the **MIDDLEBROOK FIRE STATION SIGNAL**.

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

BIDDER

The name of the Bidder submitting this Bid is Cherry City Electric

doing business at PO Box 12668, Salem, OR, 97309
(Street) (City) (State) (Zip)

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

(If Sole Proprietor or Partnership)

In witness thereto the undersigned has set his hand this ____ day of _____, 2001.

Signature of Bidder

Print Name

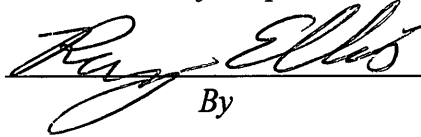
Title

(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 27 day of April, 2001.

Cherry City Electric a Division of Morrow Meadows Corp

Name of Corporation

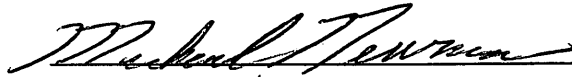

By

Ray Ellis

Print Name

Vice-President

Title


Attest

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 31 day of MAY, 2001, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER",

and CHERRY CITY ELECTRIC
of SALEM, OREGON

hereinafter called the "CONTRACTOR".

WITNESS:

Said Contractor, in consideration of the sum to be paid Contractor by the said Owner and of the covenants and agreements herein contained, hereby agrees at Contractors 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 **Middlebrook Fire Station Signal** to the extent of the Bid made by the Contractor on the 27 day of APRIL, 2001, all in full compliance with the Contract Documents referred to herein.

The Advertisement for Bid, the signed copy of the Bid made by the Contractor, the fully executed Bid Bond and Performance-Payment Bond, the ODOT 1996 Standard Specifications for Highway Construction, and the Drawings entitled Newberg Fire Signal Springbrook Dr./Middlebrook Dr. by Falconi Consulting Services as modified by the City of Newberg and the ODOT Traffic Signal Services Unit are hereby referred to and, by reference, made a part of this Contract as fully as if the same were completely set forth herein.

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 Owner and to Owners satisfaction to the extent provided in the Contract Documents, or as otherwise herein provided and based on the said Bid made by the Contractor, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the Contract Documents, and to make such payments in the manner and 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 dollars (\$100.00) per consecutive calendar day. Sundays and legal holidays shall be excluded in determining days in default.

The provisions of ORS 279.348 to 279.365 relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein.

The Contractor shall pay a fee to the Oregon Bureau of Labor and Industries pursuant to the provisions of ORS 279.352. The fee is equal to one-tenth of one percent (0.1 percent) of the price of the Contract, but not less than \$100 nor more than \$5000, regardless of the Contract price. 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 the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 NE Oregon Street, #32
Portland, Oregon 97232

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 Duane R. Cole

Print Name DUANE R. COLE

Title CITY MANAGER

CONTRACTOR

By Ray Ellis

Print Name Ray Ellis

Title Vice President

APPROVED AS TO FORM:

[Signature]
City Attorney

6/11/01
Date

Bond No. 9567770

Fidelity and Deposit Company

POST OFFICE BOX 1227

OF MARYLAND

BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Cherry City Electric a division of Morrow-Meadows Corporation

_____, as Principal, (hereinafter called the "Principal"),
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, P.O. Box 1227, Baltimore, Maryland 21203, a corporation
duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and
firmly bound unto City of Newburg

_____, as Obligee, (hereinafter called the "Obligee"),
in the sum of Ten (10%) percent of total amount bid Dollars (\$10% - - - -),
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 Middlebrook Fire Station
Signal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee 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
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 26th day of April A.D., XX 2001

Gatty Ellison
Witness

Cherry City Electric a division
of Morrow-Meadows Corporation (SEAL)

By: Ray Ellison Principal
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Kent T. Roberts Surety (SEAL)
Title Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **C. M. PECOT, JR.**, Vice-President, and **C. W. ROBBINS**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint **Kent T. Roberts** of **Paradena, California**.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of December, A.D. 1986...

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



C. W. Robbins
Assistant Secretary

C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 3rd day of December, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Barry J. Faler
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 26th day of April, 2001

J. Gregory Hamilton
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

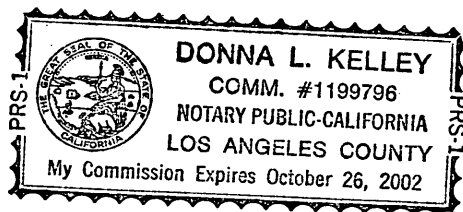
State of CALIFORNIA

County of LOS ANGELES

}

On April 26, 2001 before me, Donna L. Kelley, Notary Public,
personally appeared Kent T. Roberts,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose names(s) is/are subscribed to the
within instrument and acknowledged to me that
he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signatures(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted,
executed the instrument.



WITNESS my hand and official seal.

Donna L. Kelley

CITY OF NEWBERG
CONTRACT CHANGE ORDER NO. 1
May 31, 2001

Project:: Middlebrook Fire Station Signal
Contractor: Cherry City Electric
Bid Item: D.N.A.

THE CONTRACT IS HEREBY CHANGED AS FOLLOWS:

- 1. Description:** As described in attached letter dated May 31, 2001 from Ken Hamilton, Cherry City Electric, to Larry Anderson, Anderson Engineering, Inc., consultant to the City of Newberg.

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	See attachment	-----	-----	\$ -2,155.00
	NET CHANGE			\$ -2,155.00

2. Cost Summary	Original Contract Amount		\$	26,846.00
	Net Change by Previous Change Orders	#		-0-
	Previous Total		\$	26,846.00
	This Change Order		\$	-2,155.00
	New Contract Amount to Date		\$	24,691.00

- 3. Time Extension:** None.

- 4. Contract Completion Date:** No change.

All other provisions of the contract documents remain in full force.

5. ACCEPTANCE SIGNATURES:

Approved as to form:

Ray Ellis 6-26-01
Cherry City Electric Date

Vice President
Title

City of Newberg Date
City Attorney

M. J. Smith 5/31/01
City of Newberg Date
Community Development Director

Diane R. Cole 5/31/2001
City of Newberg Date
City Manager



CHERRY CITY ELECTRIC

May 31, 2001

Anderson Engineering
112 N. Springbrook Road
Newberg, OR 97132

ATTN: Larry Anderson

E: Middlebrook Fire Station Signal

Larry,

Our original bid on this project was \$26,846.00. The changes are outlined below.

- | | |
|--|--------------------|
| 1. Run service underground approximately 20' to vault on East side of Springbrook Drive. City to do excavations and restoration. | ADD \$ 775.00 |
| 2. Move Controller to East side of Springbrook Drive | ADD \$ 210.00 |
| 3. Delete all signs, posts and framework | DELETE \$1,800.00 |
| 4. Delete stop bars | DELETE \$ 450.00 |
| 5. Delete 2 Opticon detectors | DELETE \$ 890.00 |
| NEW PRICE | \$24,691.00 |

If you have any questions, please don't hesitate to call me.

Sincerely,

Ken Hamilton, Signal Division Manager
CHERRY CITY ELECTRIC