CITY OF NEWBERG
CITY RECORDER INDEX NO. 2058

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 17th day of March, 2004, by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

Concrete Solutions Inc.
1540 NE Alpha Drive
McMinnville, OR 97128

Mr. Chris Szedlak
P: 503-437-2233
F: 503-435-0291

hereinafter called the "CONTRACTOR"

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 **ADA Sidewalk Ramps** to the extent of the Proposal made by the Contractor on the 17 day of ~~March~~ FEB., 2004.

The Proposal, Insurance Certificate ($1 million commercial general liability), and the fully executed Contract 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 this Contract and in accordance with the direction of the Community Development Director and to his satisfaction to the extent provided in the Contract, or as otherwise herein provided and based on the said proposal made by the Contractor, the Owner agrees to pay to the Contractor the amount bid and to make such payments in a lump sum payment at the completion of the work.

The Contractor agrees to complete the work within thirty (30) days from receipt of the Notice to Proceed and to accept as full payment hereunder the amounts as determined and based on the proposal. Payment shall be made within thirty (30) days of approval of the work by the owner. We need 2 weeks after CS power poles are removed to finish

The Owner shall provide two inspections: when the project is complete the Contractor will contact the Owner for the initial inspection; and the final inspection will be done when all punch-list items are completed.

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 two years or such other time as applicable law may allow after the date of acceptance of the work in the Contract by the Owner.

All work shall be done between 7:00 a.m. and 6:00 p.m. Monday through Friday, and no weekend or holiday work is allowed unless otherwise approved by the City Engineer. In the event that the Contractor shall fail to complete the work within the time limits or the extended time limit agreed upon, Owner shall be paid at the rate of two hundred fifty dollars ($250.00) 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.

CONTRACTOR

By _____

Chris Szedlak
name - please print

President
title

CITY OF NEWBERG, OREGON

By _____
James H. Bennett, City Manager

APPROVED AS TO FORM

By _____
Terrence D. Mahr, City Attorney

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR JH
CONCR-1

DATE (MM/DD/YYYY)
03/03/04

PRODUCER
Hagan Hamilton Insurance Svs
448 South Baker
P.O. Box 847
McMinnville OR 97128
Phone: 503-472-2165

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.

INSURED

Concrete Solutions Inc.
Chris Szedlak & Ty Angevine
1827 Doral
McMinnville OR 97128

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Federated Mutual Insurance Co	
INSURER B:	SAIF	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	629449	04/14/03	04/14/04	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	629449	04/14/03	04/14/04	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	908297	04/01/03	04/01/04	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITYNEW

CITY OF NEWBERG
BOB KNORR
PO BOX 970
NEWBERG OR 97132

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Hope Rosen