

CONTRACT

This Contract, made and entered into this 2nd day of October, 2020, by and between the **CITY OF NEWPORT**, a municipal corporation, hereinafter called the "Owner," and K & B Quality Excavating, LLC of 360 Burnt Woods Trail, Blodgett, OR hereinafter called the "Contractor";
97326

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the 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 construction of "**LAKE CREEK MITIGATION CULVERT**", to the extent of the Proposal made by the Contractor, dated the 14th day of May 2020, all in full compliance with the Contract Documents referred to herein. The selected work follows:

Base Bid Amount: \$ 933,009.10

Grand Total (Bid) Contract Amount: \$ 933,009.10

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of 16 sheets entitled "**LAKE CREEK MITIGATION CULVERT**", dated APRIL 2020, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, 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 Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of 1 year after the date of acceptance of the work by the Owner, or as otherwise required by the Contract Documents, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the Contract, based upon the Proposal, shall be 122 calendar days from the "Notice to Proceed" date. Contractor and Owner shall mutually establish the "Notice to Proceed" date, but in no case shall it be sooner than May 1, 2021

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rates indicated in Paragraph 80-80 of the General Provisions. Sundays and legal holidays shall be excluded in determining days in default.

Attorney Fees: In the event that any suit, action, or arbitration is brought by the parties arising out of this Agreement, the prevailing party shall recover such reasonable attorney fees as shall be set by the trial court and any court of appeal.

Authorize Signer: Each person signing this Contract, represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

OWNER 

CONTRACTOR 

BY Spencer R. Nebel

BY Kevin Rariden

TITLE City Manager

TITLE Managing Member / Owner
K & B Quality Excavating, LLC

APPROVED AS TO FORM: 
Attorney for Owner

From: Tom Deines <tntconsulting14@gmail.com>
Sent: Friday, October 02, 2020 7:32 AM
To: Geoff Vaughn; Lance Vanderbeck
Cc: K&B Quality Excavating; Trent Hanson
Subject: City of Newport - Lake Creek Culvert Mitigation
Attachments: NPT009_Lake Creek Contract Signed by K & B 10 2 20.pdf

Good morning, Gentlemen;

If we can all agree on an NTP date of no earlier than May 1, 2021, then the attached contract is acceptable to us. We have made that notation, and filled in the blanks and signed.

If all this is acceptable, please countersign and return to us, and we'll get the performance and payment bonds heading your way.

We look forward to working with you next year, albeit "a little later than we planned to start". Have a good Friday, and good weekend.

Tom Deines, Project Manager
K & B Quality Excavating, LLC

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Tom Deines, FCSI, CCCA



CONSULTING, LLC

PO Box 438

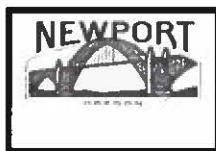
Cottage Grove, OR 97424

(541) 285-4113

tntconsulting14@gmail.com

TNTCONSULTINGLLC.NET

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**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Contract with K&B for Culvert Date: 10/05/2020

Statement of Purpose: Contract between the City of Newport and K&B Quality Excavating, LLC for AIP 27 Lake Creek Mitigation Culvert Amount of \$933,009.10

Department Head Signature: [Signature]

Remarks, if any:

City Attorney Review and Signature: [Signature] Date: 10/05/2020

Other Signatures as Requested by the City Attorney:

	Signature				Name/Position
					Date:
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
City Council Approval Needed:	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>			Date: <u>6/15/2020</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 10/06/2020

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 10/6/2020

Date posted on website: 10/7/20

