CITY OF NEWPORT
169 SW Coast Hwy
Newport, OR 97365
OrCPP #KN0010

PURCHASE ORDER

P.O. Date: 05/24/2022
PO #: 21-067

Vendor Name: Rau Plumbing
Address: 626 NE 1st Street PO Box 2422
City/State/Zip: Newport, OR 97365
Phone/FAX: 541-265-9660

Contact Name: Judy Mayhew
Department: Parks & Recreation

Deliver to: City of Newport
Address: 169 SW Coast Hwy
City/State/Zip: Newport, OR 97365
Phone/FAX: 541-265-4858

Description of Items/services ordered:

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td></td>
<td>Purchase &amp; installation of hot water heater</td>
<td>11,000.00</td>
<td>11,000.00</td>
</tr>
</tbody>
</table>

TOTAL COST: 11,000.00

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE AND THE CITY'S REQUEST FOR PROPOSAL AND CONTRACTOR'S RESPONSE THERETO, OR, IN THE ALTERNATIVE, THE CITY'S SOLICITATION DOCUMENT AND CONTRACTORS' BID. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN SUCH DOCUMENTS, FOR THE FEE/AMOUNT SET FORTH THEREIN. THE CONTRACTOR WILL COMPLY FULLY WITH ALL TERMS AND CONDITIONS OF THE DOCUMENTS, THE NEWPORT MUNICIPAL CODE AND STATE AND FEDERAL LAW. IF THIS PURCHASE IS PLACED AGAINST STATE OF OREGON PRICE AGREEMENT # _____ OR COOPERATIVE PROCUREMENT ORGANIZATION # _______________, THE CONTRACT TERMS AND CONDITIONS AND SPECIAL TERMS AND CONDITIONS CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY THIS REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS EXPRESS OR IMPLIED.

Account Coding:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Gl Dept</th>
<th>Expense Account</th>
<th>Project #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>201</td>
<td>4150</td>
<td>61200</td>
<td></td>
<td>11,000.00</td>
</tr>
</tbody>
</table>

Total: 11,000.00

Circle Numbers that apply:

Procurement Method: Solicitation Method: 7 - ITB
1 - Three informal Bids 4 - Emergency 8 - RFQ/RI /RFP
2 - Three written Bids 5 - Sole Source 9 - Exemption Code:
3 - Formal Bids 6 - Special

Notes/Special instructions:

SUBMIT THIS FORM FOR SIGNATURE ALONG WITH QUOTATION DOCUMENTATION PRIOR TO PURCHASE OF NON ROUTINE GOODS OR SERVICES COSTING $5,000 OR MORE.
1. In the course of providing services under this Purchase Order, Contractor may have contact with the public. Contractor will maintain good relations with the public. The City may require the contractor to meet the public relations and community relations standards specified by the City. In any event where the services provided hereunder are for personal services as described in ORS 279A.055 (or 279C.100), the employee shall be paid at least time and a half pay: (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) For all overtime in excess of four hours in any one day or 20 hours in any one week when the work week is four consecutive days, Monday through Friday; and (d) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 (or 279C.540). 3. Contractor will pay to the Commissioner of the Bureau of Labor and Industries (BOLI) a fee as provided in ORS 279C.825(1). The fee shall be paid to the commissioner under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be invalid or illegal for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification. 4. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. 5. At any time and without notice, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this Section due to no fault of Contractor, City shall pay Contractor for all approved and undisputed services rendered up to the date of termination. City may modify or terminate this Agreement without cause effective upon delivery of written notice to Contractor, or at such later date as may be established by City. 6. Payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work by employees, of the number of hours per day and days per week that the employees may be required to work. 2. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055 (or 279C.100) the employee shall be paid at least time and a half pay: (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 (or 279C.540). 3. In the case of public contracts for personal services as described in ORS 279A.055 (or 279C.100), the contractor shall pay the employee at time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 299 from receiving overtime. 4. Persons employed under the public contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (or 279C.540) (d) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. ORS 279C.830 Relating to prevailing rate of wage in public works contracts. 1. In the event this contract is a public works contract, the parties shall state in the contract the existing state prevailing rate of wage and if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that must be paid to workers in each trade or occupation necessary for the public works employed. The prevailing rate of wage shall be computed so that the wage paid to each worker is consistent with the wage paid to workers in the same trade or occupation employed in the area by other employers or subcontractors in the same or similar public works projects. 2. In any event where the services provided hereunder are for personal services as described in ORS 279A.055 (or 279C.100), the employee shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 299 from receiving overtime. 4. Persons employed under the public contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (or 279C.540) (d) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. ORS 279C.830 Relating to prevailing rate of wage in public works contracts. 1. In the event this contract is a public works contract, the parties shall state in the contract the existing state prevailing rate of wage and if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that must be paid to workers in each trade or occupation necessary for the public works employed. 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Bid For: City of Newport
Newport, Or

Job: Recreation Center

Contract to complete commercial water heater replacement.

To include:
1- Bradford White D-100T-199-3N 98 Gal Natural Gas 199,999 BTU Commercial Water Heater

This estimate does not include necessary removal, repair, or disposal of debris of walls, floors, or ceiling.

Water lines to be pex system.
Plumbing to connect to existing water service piping inside of the building.

Total cost $11,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices and Oregon State Plumbing Code. Any alteration or deviation from specifications involving extra costs will result in an extra charge over and above the bid. All agreements contingent upon weather, accidents, or delay beyond our control. Owner to carry fire, storm, and other necessary insurance.

Due to the current volatile price of materials.
This bid is valid for 10 days, thereafter, subject to increase.
Payment: 50% of estimate due upon acceptance of contract and remaining balance due upon the completion.
Invoices over 30 days may incur 1.5% interest.

Proposed by: Karalee Greenawald
Rau Plumbing, Inc.

Acceptance of proposal: The previous mentioned prices, payment, specifications and conditions are satisfactory and are accepted.

Signature: ____________________________  Signature: ____________________________
Date: 5/16/2022  Date: 5/31/2022

Thank you for the opportunity to submit this bid.
If you choose to accept this bid, please call as soon as possible for scheduling.
Bids to replace Hot water heater for the rec center.

RAU Plumbing is the only bid received for rec center 11,000.00 replacement of hot water heater.

Newport plumbing is over booked and cannot give us a bid. Asked them for a bid on may 17th 2022.

Aboveboard plumbing did not get back to us. Asked for for a bid on May 18th 2022

RAU PLUMBING INC.
626 N.E. 1st STREET, PO Box 2422
NEWPORT, OR. 97365
CCB# 116287, License # 2170PB
(541) 265-9660 fax (541)574-4343

Bid For: City of Newport

Newport, Or

Job: Recreation Center

Total cost $ 11,000.00
## Invoice

### Bill To
CITY OF NEWPORT  
Public Works  
ATTN: John Johnston  
169 SW COAST HWY  
NEWPORT, OR 97365

### Project
Recreation Center

<table>
<thead>
<tr>
<th>Job Date</th>
<th>Terms</th>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>5/24/22</td>
<td>Due upon receipt</td>
<td>bid</td>
<td>0.5</td>
<td>Deposit for water heater replacement due now as per bid</td>
<td>11,000.00</td>
<td>5,500.00</td>
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Payment is due upon receipt, please remit to above PO Box and include invoice number. Invoices over 30 days past due may be charged 1 1/2% interest per month. THANK YOU FOR YOUR BUSINESS!

Total $5,500.00
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Name</th>
<th>GL Period</th>
<th>Invoice Number</th>
<th>Description</th>
<th>Invoice Date</th>
<th>GL Account</th>
<th>GL Activity #</th>
<th>Amount</th>
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<th>Supervisor Signature</th>
<th>Dept Director Signature</th>
<th>Finance Approval/Date</th>
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<td>Deposit for water heater replacement - 5</td>
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<td>5,500.00</td>
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