

151437

RECEIVED

APR 31 8 42 AM 1981

GEORGE T. PRITCHARD, AUDITOR
CITY OF PORTLAND, ORE.

EXHIBIT "A"

A C C E P T A N C E

BY [Signature] The undersigned, by and through its duly authorized representatives, hereby acknowledge that they have read the terms and conditions of Ordinance No. 151437 an Ordinance providing for the reduction of the amount of retainage withheld from monthly progress payments for construction of the Central Business District Storm Sewer System Phase 3 and do hereby agree, each for the other, that such amendment to the contract will not be used or construed to have waived any rights or constitute a defense to any claim or right of either the City or the undersigned and provided further that the execution of this acceptance does not constitute an admission by the undersigned of any statement or allegation contained in said Ordinance.

APPROVED AS TO FORM

Christopher P. Thomas
CITY ATTORNEY

Lord Bros. Contractors, Inc.

By

[Signature]
V.P.

(Title)

ST. PAUL FIRE & MARINE INSURANCE COMPANY

(Surety Company)

By

[Signature]
Robert W. Lagler
Attorney-In-Fact

(Title)

Class 1

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA

(A Capital Stock Company)

Fidelity and Surety
 Department

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Robert W. Lagler and J. H. Hiltenbrand, individually, Portland, Oregon

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,—Section 6(C), of the By-Laws adopted by the Board of Directors of the **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 18th day of January A. D. 1977
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA {
 County of Ramsey { s.s.

Vice President,

On this 18th day of January 19 77, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

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

V.C. INNES
 Notary Public, Ramsey County, Minn.
 My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of April 19 81

Secretary.

*Unlimited as to character and amount.

EXHIBIT "A"

A C C E P T A N C E

The undersigned, by and through its duly authorized representatives, hereby acknowledge that they have read the terms and conditions of Ordinance No. _____ an Ordinance providing for the reduction of the amount of retainage withheld from monthly progress payments for construction of the Central Business District Storm Sewer System Phase 3 and do hereby agree, each for the other, that such amendment to the contract will not be used or construed to have waived any rights or constitute a defense to any claim or right of either the City or the undersigned and provided further that the execution of this acceptance does not constitute an admission by the undersigned of any statement or allegation contained in said Ordinance.

Lord Bros. Contractors, Inc.

By _____

(Title)

(Surety Company)

By _____

(Title)

151437

ORDINANCE No. 151437

An Ordinance amending Contract No. 18604 between the City of Portland and Lord Bros. Contractors, Inc. for the construction of the Central Business District Storm Sewer System, Phase 3, by reducing the amount of retainage withheld, providing for acceptance, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The contract between the City of Portland and Lord Bros. Contractors, Inc. for the construction of the Central Business District Storm Sewer System Phase 3 project was completed on March 6, 1981.
2. Additional time will be required before the final quantities are submitted to the Council for final payment.
3. The contractor has requested that the retainage withheld from the monthly progress payments be reduced from 5% to 2½%.
4. That the City has retained \$38,756.26 from the monthly progress payments of Lord Bros. Contractors, Inc.

NOW, THEREFORE, the Council directs:

- a. The contract between the City of Portland and Lord Bros. Contractors Inc. for the construction of the Central Business District Storm Sewer System Phase 3 is hereby amended, reducing the amount of retainage withheld from 5% to 2½%.
- b. The Auditor is hereby authorized to release upon passage of this ordinance and acceptance by the contractor and his surety, the sum of \$19,378.13 payable to Lord Bros. Contractors, Inc. This money is now being held in escrow with Oregon Bank, the Ninth and Washington Branch.
- c. This Ordinance shall have no force and effect until the acceptance by Lord Bros. Contractors, Inc. and their surety has been filed with the Auditor of the City, in the form of acceptance to be substantially in accordance with the terms and conditions of the form of acceptance which is attached to the original only hereof, marked Exhibit "A", and by reference made part hereof.

Section 2. The Council declares that an emergency exists because this payment will allow Lord Bros. Contractors, Inc. to meet their


ORDINANCE No.

commitments to their suppliers and subcontractors under the contract; therefore, this ordinance shall be in full force and effect from and after its passage by the Council, subject to acceptance as provided in Section 1.c.

Passed by the Council, **APR 22 1981**

Commissioner Mike Lindberg
W. A. Korsak:es
April 13, 1981

Attest:


Auditor of the City of Portland

Calendar No. 1233

ORDINANCE No. 151437

Title

An Ordinance amending Contract No. 18604 between the City of Portland and Lord Bros. Contractors, Inc. for the construction of the Central Business District Storm Sewer System, Phase 3, by reducing the amount of retainage withheld, providing for acceptance, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
<u>Jordan</u>	/	
<u>Lindberg</u>	/	
<u>Schwab</u>		
<u>Strachan</u>	/	
<u>Ivancie</u>	/	

FOUR-FIFTHS CALENDAR

Ivancie	
Jordan	
Lindberg	
Schwab	
Strachan	

Filed APR 16 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Jordan*
Deputy

INTRODUCED BY

Mike Lindberg

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

Public Works ML/MS

BUREAU APPROVAL

Bureau:

Sanitary Engineering

Prepared By:

W.A. Korsak

Date:

4/13/81

Budget Impact Review:

☐ Completed

☐ Not required

Bureau Head:

J. B. Niehuser
J. B. Niehuser RCB

CALENDAR

Consent X

Regular

NOTED BY

City Attorney

City Auditor

City Engineer

John Lang

John Lang
RCB