

RESOLUTION NO. 794-R

A RESOLUTION AWARDING A CONSTRUCTION BID FOR MARINE DRIVE LOCAL IMPROVEMENT DISTRICT 89-002(B).

WHEREAS, the City of Troutdale entered into a contract with All Terrain Contractors of Jacksonville, Oregon; and

WHEREAS, said contractor has defaulted on the construction contract; and

WHEREAS, time is of the essence to complete these public sewer facilities; and

WHEREAS, a public bidding process is not required.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:


1. The Mayor be authorized to enter into a negotiated contract with Clearwater Construction in an amount not to exceed currently available LID allocated funds, together with any monies available through performance and payment bonds.
2. The Council be asked, by separate action, to approve any amounts that would exceed the available and approved resources by an amount greater than 10 percent.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS
23RD DAY OF JANUARY, 1990.

YEAS 6

NAYS 0

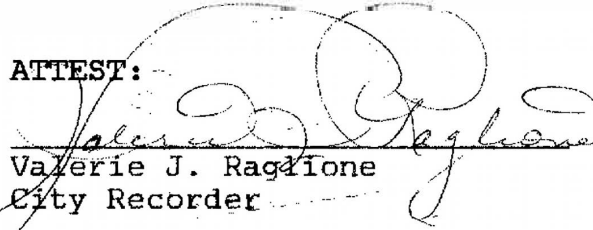
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: 1-24-90

ATTEST:



Valerie J. Ragione
City Recorder

PW81:76

A G R E E M E N T

THIS AGREEMENT made and entered into in triplicate, this 23rd day of January, 1990, by and between the CITY OF TROUTDALE, OREGON, a municipal corporation, hereinafter called the Owner, and Clearwater Construction Co.

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all the work and furnish all tools, materials and equipment for: Schedule A & B - Sanitary Sewer
Marine Drive & Sundial Road

in accordance with and as described in the attached drawings and specifications which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this agreement and every part thereof.

Work shall start within Twenty (20) days after execution of Agreement, or as indicated in the "Notice to Proceed", whichever is the earlier, and be completed in 60 calendar days.

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the sum of One Hundred dollars (\$100) for each and every day said work remains uncompleted after expiration of the specified time as liquidated damages.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the specifications to be furnished by the Owner.

II. The Owner hereby promised and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do so and cause to be done the above described work, and to complete and finish the same according to the attached drawings and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specification and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Agreement.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the Owner by reason of entering into this Agreement, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

OWNER:

CITY OF TROUTDALE
CITY OF TROUTDALE, OREGON

By Sam K Cox

Name SAM K. COX
Title MAYOR

(SEAL)

ATTEST:

Valerie J. Raglione
Name VALERIE J. RAGLIONE
Title CITY RECORDER

CONTRACTOR:

Clearwater Construction Co.

By Ray L Paul

Name Ray L Paul - President
Address 9414 S.W. Barbur Blvd, Suite 2A2
Portland, Oregon 97219

(SEAL)

ATTEST:

Brian R. Biskey
Name Brian R. Biskey
Title Estimator

SCHEDULE A
SANITARY SEWER - MARINE DRIVE & SUNDIAL ROAD

ITEM NO.	APPROXIMATE QUANTITY	ITEM & UNIT PRICE IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1.	601 L.F.	Trench Exc. & B.F. (includes excavation, bedding and backfill.) 0-8 feet depth	\$	<u>25⁰⁰</u>	\$	<u>15,325⁰⁰</u>
Per Lineal foot						
2.	1368 L.F.	Trench Exc. & B.F. 8-12 feet depth	\$	<u>28⁰⁰</u>	\$	<u>38,304⁰⁰</u>
Per Lineal foot						
3.	670 L.F.	Trench Exc. & B.F. 12-16 feet depth	\$	<u>30⁰⁰</u>	\$	<u>20,100⁰⁰</u>
Per Lineal foot						
4.	606 L.F.	Trench Exc. & B.F. 16-20 feet depth	\$	<u>32⁰⁰</u>	\$	<u>19,392⁰⁰</u>
Per Lineal foot						

Bidder's Proposal/Schedule A - Page 3 of 9

ITEM NO.	APPROXIMATE QUANTITY	ITEM & UNIT PRICE IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
5.	60 L.F.	Road Crossing 6" PVC Schedule 3034 in place (Bored, Jacked, or Tanneled)	\$	<u>75⁰⁰</u>	\$	<u>4,500⁰⁰</u>
<u>Per Lineal Foot</u>						
6.	60 L.F.	Road Crossing 8" PVC Schedule 3034 in place (Bored, Jacked or Tanneled)	\$	<u>75⁰⁰</u>	\$	<u>4,500⁰⁰</u>
<u>Per Lineal Foot</u>						
7.	2225 L.F.	10" PVC Schedule 3034 sanitary sewer pipe (placement only, pipe provided by city.)	\$	<u>14⁵⁰</u>	\$	<u>32,212⁵⁰</u>
<u>Per Lineal Foot</u>						
8.	1000 L.F.	8" PVC Schedule 3034 sanitary sewer pipe (placement only, pipe provided by city.)	\$	<u>13⁵⁰</u>	\$	<u>13,500⁰⁰</u>
<u>Per Lineal Foot</u>						

Bidder's Proposal/Schedule A - Page 4 of 9

ITEM NO.	APPROXIMATE QUANTITY	ITEM & UNIT PRICE IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
9.	20 L.F.	6" PVC Schedule 3034 sanitary sewer pipe (placement only, pipe provided by city.)	\$	<u>20⁰⁰</u>	\$	<u>400⁰⁰</u>
Per Lineal Foot						
10.	8 Each	48" Dia. Manhole 0-8 feet depth Installed	\$	<u>2,150⁰⁰</u>	\$	<u>17,200⁰⁰</u>
Per Each						
11.	64 L.F.	48" Dia Manhole additional depth installed	\$	<u>110⁰⁰</u>	\$	<u>7,040⁰⁰</u>
Per Lineal foot						
12.	2600 S.Y.	Pavement restoration Class C asphalt concrete including bike path (2" depth)	\$	<u>7⁰⁰</u>	\$	<u>18,200⁰⁰</u>
Per Square Yard						
13.	2600 S.Y.	Aggregate Base (3/4"-0" 4" depth crushed rock)	\$	<u>7⁰⁰</u>	\$	<u>18,200⁰⁰</u>
Per Square Yard						
SUB-TOTAL SCHEDULE A						
SANITARY SEWER MARINE DRIVE & SUNDIAL ROAD					<u>\$208,924⁰⁰</u>	

The following list represents an inventory of manhole materials on hand for this project. These items shall be incorporated into manhole construction. Show a unit price (materials only) and total amount for each item including a total price for item 14. Subtract item 14 from the sub-total price for schedule A and show total price for schedule A in space provided.

Materials on hand may be inspected upon request to the City of Troutdale.

ITEM NO.	APPROXIMATE QUANTITY	ITEM & UNIT PRICE IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
14.	5 EACH	Pre-Cast Manhole Base(4'x48")	\$	<u>350⁰⁰</u>	\$	<u>1,750⁰⁰</u>
	4 EACH	Pre-Cast Manhole Base(3'x48")	\$	<u>300⁰⁰</u>	\$	<u>1,200⁰⁰</u>
	3 EACH	Pre-Cast Manhole Section(5'x48")	\$	<u>250⁰⁰</u>	\$	<u>750⁰⁰</u>
	6 EACH	Pre-Cast Manhole Section(4'x48")	\$	<u>200⁰⁰</u>	\$	<u>1,200⁰⁰</u>
	1 EACH	Pre-Cast Manhole Section(3'x48")	\$	<u>150⁰⁰</u>	\$	<u>150⁰⁰</u>
	2 EACH	Pre-Cast Manhole Section(2'x48")	\$	<u>100⁰⁰</u>	\$	<u>200⁰⁰</u>
	8 EACH	3' Pre-Cast Cone	\$	<u>150⁰⁰</u>	\$	<u>1,200⁰⁰</u>
	2 EACH	12" Grade Ring	\$	<u>35⁰⁰</u>	\$	<u>70⁰⁰</u>
	15 EACH	4" Grade Ring	\$	<u>10⁰⁰</u>	\$	<u>150⁰⁰</u>
	10 EACH	Standard Manhole Frame & Cover	\$	<u>130⁰⁰</u>	\$	<u>1,300⁰⁰</u>

TOTAL FOR ITEM 14 (-) \$ 7,970⁰⁰

TOTAL SCHEDULE A (SUB-TOTAL - ITEM 14)
 SANITARY SEWER MARINE DRIVE & SUNDIAL ROAD \$ 200,954⁰⁰

**SCHEDULE B
GROUNDWATER CONTROL & FOUNDATION STABILIZATION
MARINE DRIVE & SUNDIAL ROAD**

ITEM NO.	APPROXIMATE QUANTITY	ITEM & UNIT PRICE IN WORDS	UNIT PRICE		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1.	Lump Sum 25 EA	Ground water control & Foundation stabilization - Marine Drive & Sundial Road (WELLS) Per Lump Sum	\$ 2,895	<u>00</u>	\$ 72,375	<u>00</u> *
					* NOT TO EXCEED	\$ 124,500 <u>00</u>

TOTAL SCHEDULE B
GROUNDWATER CONTROL
& FOUNDATION STABILIZATION
SANITARY SEWER MARINE DRIVE & SUNDIAL ROAD \$ 72,375⁰⁰

SCHEDULE SUMMARY

TOTAL FOR SCHEDULE "A"
MARINE DRIVE & SUNDIAL ROAD
SANITARY SEWER

\$ 208,924⁰⁰

TOTAL FOR SCHEDULE "B"
MARINE DRIVE & SUNDIAL ROAD
GROUNDWATER CONTROL &
TRENCH STABILIZATION

\$ 72,375⁰⁰

TOTAL BID, SCHEDULES A AND B

\$ 281,299⁰⁰