

RESOLUTION NO. 802-R

A RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT FOR WELL NO. 7 PUMP, MOTOR, MECHANICAL AND CONTROL EQUIPMENT.

WHEREAS, the City of Troutdale drilled Well No. 7 in anticipation of future needs; and

WHEREAS, the well house, connecting water lines, drainage facilities, electrical supply and other associated appurtenances have been constructed; and

WHEREAS, Well No. 7 is in the City's Capital Improvement Program and Public Facilities Plan; and

WHEREAS, the State of Oregon Department of Water Resources has issued a water rights for this Well No. 7; and

WHEREAS, it is necessary to perfect our water rights and provide additional water system supply redundancy and system life.

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


The City authorize the Mayor to enter into a construction contract with Schneider Equipment of St. Paul, Oregon and that staff issue the appropriate "Notice to Proceed" upon receipt of all executed contract documents, payment bonds, performance bonds and other requirements set forth in the "Notice to Bidders", contract, bid proposal, and plans and specifications.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 27TH DAY OF FEBRUARY, 1990.

YEAS 5

NAYS 0

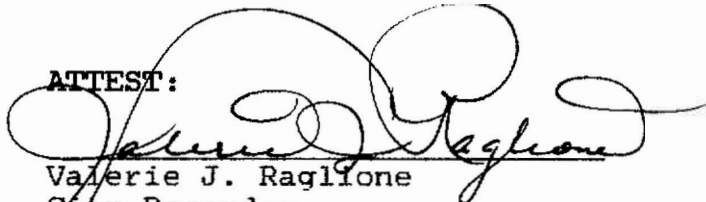
ABSTAINED 0



Sam K. Cox, Mayor

Date Signed: 2/28/90

ATTEST:



Valerie J. Raglione
City Recorder

PW83:34

NOTICE OF AWARD

TO: SCHNEIDER EQUIPMENT, INC.
21881 River Road N.E.
St. Paul, Oregon 97137



PROJECT DESCRIPTION: CITY OF TROUTDALE WELL NO. 7 MECHANICAL AND ELECTRICAL EQUIPMENT, TROUTDALE, OREGON.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids, dated Feb. 7, 14, & 21st, 1990, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Seventy-five Thousand Seven Hundred Thirty and no/100 (\$ 75,730.00).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and Certificates of Insurance within FIFTEEN (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within FIFTEEN (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED THIS 28th DAY OF FEBRUARY, 1990.

CITY OF TROUTDALE

OWNER

By Sam K Cox

SAM K. COX

Title MAYOR. CITY OF TROUTDALE

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED.

By Thomas C. Schmidt President, SCHNEIDER EQUIPMENT, IN
this the 12th day of March, 1990.
By Thomas C. Schmidt
Title President

AGREEMENT

THIS AGREEMENT made and entered into in triplicate, this 28th day of FEBRUARY, 1990, by and between CITY OF TROUTDALE, OREGON, a municipal corporation, hereinafter called the Owner, and SCHNEIDER EQUIPMENT, INC., 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:

WELL NO. 7 MECHANICAL AND ELECTRICAL EQUIPMENT

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 SEVEN (7) days after execution of agreement, or as indicated in the "Notice to Proceed", whichever is the earlier, and be completed in SEVENTY-FIVE (75) calendar days.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum of TWO HUNDRED DOLLARS (\$200.00) 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 promises 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 specifications 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.

AGREEMENT - PAGE 2 OF 2

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.

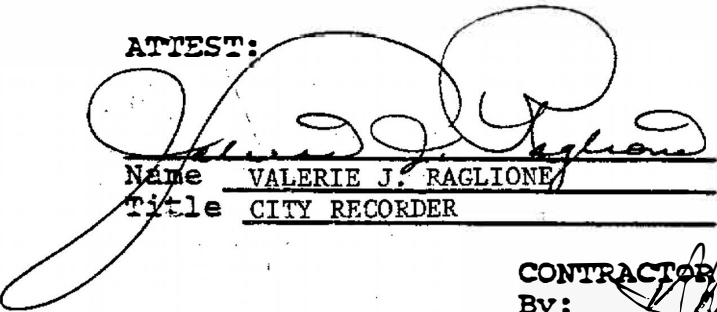
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

OWNER: CITY OF TROUTDALE, OREGON

By: Sam K Coe

(SEAL)

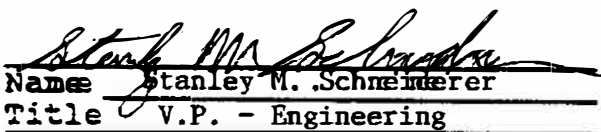
ATTEST:


Name VALERIE J. RAGLIONE
Title CITY RECORDER

CONTRACTOR: Schneider Equipment, Inc.
By: Thomas C. Schneider, President

(SEAL)

ATTEST:


Name Stanley M. Schneider
Title V.P. - Engineering