

RESOLUTION NO. 1111

**A RESOLUTION AUTHORIZING THE AWARD OF A
CONTRACT FOR BANK PROTECTION ON BEAVER CREEK**

WHEREAS, a portion of the east bank of Beaver Creek, approximately five hundred feet south of Jackson Park Road, has badly eroded; and

WHEREAS, the eroded area is on private property, a portion of which is contained in an easement granted to the City for a sanitary sewer main serving Sandee Palisades subdivision; and

WHEREAS, continued bank erosion in this area presents a serious threat to the City's sanitary sewer main, requiring corrective action by the City; and

WHEREAS, a project has been designed, an advertisement for bids has been published, bids have been received and opened, and the results have been properly analyzed; and

WHEREAS, City staff and our Consulting Engineer recommend the award to the lowest responsible bidder.

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

The Mayor is authorized to enter into a contract to perform bank protection and stabilization work along Beaver Creek with the lowest responsible bidder, and staff is authorized to issue the appropriate "Notice to Proceed" upon receipt of the contract documents.

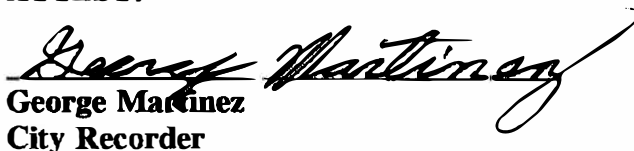
**ADOPTED BY THE COMMON COUNCIL OF THE CITY OF
TROUTDALE THIS 26th DAY OF JULY, 1994.**

YEAS: 5
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: JULY 27, 1994

ATTEST:


George Martinez
City Recorder

CONTRACT

THIS CONTRACT, made and entered into, in triplicate, by and between the City of Troutdale, Oregon, hereinafter called "OWNER", and R & G EXCAVATING, INC.,

hereinafter called "CONTRACTOR", for the project entitled **BEAVER CREEK BANK EROSION PROTECTION**.

WITNESSETH

THAT the said Contractor, in consideration of the sums to be paid by the Owner in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary things in accordance with the applicable plans, general provisions and the special provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the Owner and according to and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the contractor.

THAT the contract documents, consisting of Invitation to Bid, Information for Bidders, Proposal, Performance and Payment Bond, Special Provisions, and drawings bound herewith are hereby specifically referred to and by this reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this contract and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the Owner, its agents or employees. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon, and the Charter and Ordinances of the City of Troutdale.

THAT in consideration of the faithful performance of all the obligations, both general and special, herein set out and in consideration of the faithful performance of the work as set forth in this contract, the applicable plans, general provisions, special provisions, schedule of contract prices, and all general and detailed specifications and plans which are a part hereof, and in accordance with the Directions of the Owner's Engineer and to his satisfaction, the Owner agrees to pay the said Contractor the amount earned as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible and under the terms of the contract to make such payments in the manner and at the times provided in the applicable general provisions, special provisions, and schedule of contract prices.

THAT the Contractor shall not place upon the bridge crossing Beaver Creek a load exceeding the bridge's estimated load capacity of 15 tons.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed three copies of this Agreement. All portions of the contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER: City of Troutdale

By: *Paul J. Hoover*

Title: Mayor

C:\Agrmnt

CONTRACTOR: *R & G Excavating Inc*

By: *[Signature]*

Title: *Pres*

Date: *8-3-94*