



RESOLUTION
(12 - 2017)

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF FAIRVIEW
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT
FOR REHABILITATION WORK FOR DRINKING WATER WELL 9**

WHEREAS, the City contracted with GSI Water Solutions, Inc. to provide hydrogeologic study, construction plans and specifications for the Drinking Water Well 9 project; and

WHEREAS, Schneider Water Services was contracted for the drilling of Well 9; and

WHEREAS, Well 9 began showing a reduced pumping trend due to iron bacteria clogging of the screen and well pack; and

WHEREAS, the decreasing pumping trend could not have been reasonably foreseen and delaying the rehabilitation may be detrimental to the performance of Well 9; and

WHEREAS, GSI Water Solutions, Inc. was selected to assist the City of Fairview based on expertise and project understanding to evaluate a recommended course of action to rehabilitate the well; and

WHEREAS, the City solicited competitive quotations for the performance of the work; and

WHEREAS, Schneider Water Services seeks to enter into a contract with the City of Fairview for the Well 9 Rehabilitation.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

Section 1 The Fairview City Council hereby authorizes the City Administrator to enter into a contract with Schneider Water Services for the Rehabilitation of Well 9 in the amount of \$67,160 on behalf of the City of Fairview substantially in the form attached hereto as Exhibit A.

Section 2 This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 5th day of April, 2017.



Mayor, City of Fairview
Ted Tosterud

ATTEST



City Recorder, City of Fairview
Devree Leymaster

4-10-2017

Date



**CITY OF FAIRVIEW, OREGON
PUBLIC IMPROVEMENT CONTRACT**

THIS CONTRACT is made as of the _____ day of _____, 20____ by and between

“Owner”: The City of Fairview, Oregon
and **“Contractor”:** Schneider Water Services
for **“Project”:** Fairview Weill 9 Rehabilitation

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows: large-scale mechanical and chemical rehabilitation of Well 9 with the goal of restoring the specific capacity of the well to the baseline level of 19 gallons per minute per foot of drawdown (gpm/ft).

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: large-scale mechanical and chemical rehabilitation of Well 9 with the goal of restoring the specific capacity of the well to the baseline level of 19 gallons per minute per foot of drawdown (gpm/ft).

ARTICLE 3 – ENGINEER/PM

3.01 The Project has been designed by GSI Water Solutions Inc. The Owner may designate a Project Manager to act as the Owner’s representative and assist Owner in managing the Project.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will substantially complete the Work on or before Wednesday May 31, 2017 and finally complete the Work in accordance with the General Conditions on or before Wednesday May 31, 2017.
- 4.03 Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in 4.02, plus any extensions that Owner permits in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and

ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by Owner, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal: sixty-seven thousand one-hundred sixty dollars and zero cents (\$67,160.00). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
 - F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Small Public Improvement Contract” are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include: (1) the Contractor’s Bid is that document dated 3-27-17, titled “Fairview Well 9 Bid Form” and signed by Kriss Schneider; (2) the Specifications that are contained in that document titled “Fairview Well 9 Rehabilitation Scope of Work”
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

[SIGNATURES ON FOLLOWING PAGE]

SIGNED:

OWNER

City of Fairview

By: _____

Name: _____

Title: _____

CONTRACTOR

Schneider Water Services

By: _____

Name: _____

Title: _____

