RESOLUTION NO. 2065

A RESOLUTION OF THE NORTH PLAINS CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH STELLAR J CORPORATION FOR THE CONSTRUCTION OF A TWO MILLION GALLON WATER RESERVOIR AND RELATED IMPROVEMENTS

WHEREAS, the City of North Plains ("City") solicited and received bids for construction of a new reservoir and pump station along NW West Union Road, including a 2.0 million gallon steel water reservoir, booster pump station, deep ground seismic improvements and a computerized water control system (the "Project"); and

WHEREAS, the City received multiple bids, of which Steller J Corporation ("Contractor") the was the low bidder with a low bid amount of $5,592,600.00; and

WHEREAS, the City has contracted with Stantec Consulting Services Inc. ("Engineer") for consulting services related to the design and bidding phases of the Project; and

WHEREAS, Engineer has determined that Contractor is the lowest, responsible, responsive bidder and has recommended that the Project be awarded to Contractor; and

WHEREAS, the City duly issued a Notice of Intent to Award the Project to Contractor, pursuant to all applicable laws and regulations and consistent with the Project bid documents; and

WHEREAS, no protests to the City’s Notice of Intent to Award were filed with the City;

NOW, THEREFORE, THE CITY OF NORTH PLAINS RESOLVES AS FOLLOWS:

Section 1. The City hereby accepts Contractor’s Project bid of $5,592,600.00, awards the Project to Contractor, and authorizes an additional $300,000 in construction contingency funds.

Section 2. The City Manager is hereby authorized to execute an agreement on behalf of the City substantially in the form of the Draft Agreement attached hereto as “Exhibit A”.

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Resolution No. 2065
Awarding Contract for 2M gallon Reservoir to Stellar J
Adopted October 21, 2019
Page 1 of 2
Section 3. This Resolution is and shall be effective from and after its enactment by the City Council.

INTRODUCED AND ADOPTED this 21st day of October, 2019.

CITY OF NORTH PLAINS, OREGON

[Signature]

Teri Lenahan, Mayor

ATTEST:

[Signature]

Lori Lesmeister, City Recorder
SECTION 00 52 13 - AGREEMENT

THIS AGREEMENT is dated as of the 22nd day of October in the year 2019 by and between CITY OF NORTH PLAINS OREGON (hereinafter called OWNER) and Stellar J Corporation (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or indicated in the OWNER'S Contract Documents entitled RESERVOIR AND PUMP STATION No. 2.

The WORK is generally described as follows:
- 2.0 MG Steel Water Reservoir
- Pump Station
- Ground Improvements
- Site Improvements
- New Control System
- Controls Improvements at three auxiliary sites
- Base Bid items plus Additive Alternates 1 through 5, inclusive, as described in Bid Documents

ARTICLE 2. CONTRACT TIMES.

The WORK shall be completed within 580 successive days from the commencement date stated in the Notice to Proceed.

ARTICLE 3. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER $500.00 for each day that expires after the time specified in Article 2 herein.

Further, as liquidated damages for CONTRACTOR'S delay in submitting its Record Drawings, its Schedule of Values, or its CPM Schedules, the CONTRACTOR shall pay the OWNER $100.00 for each day that expires after the time specified in Sections 01300, 01301, and 01311 of the General Requirements but in no event more than $5,000.00 for each submittal.

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s). The Contract Price is $5,592,600.00 (five million, five hundred ninety two thousand, six hundred dollars) for completion of Base Bid items along with Additive Alternates 1 through 5, inclusive.

ARTICLE 5. PAYMENT PROCEDURES.

STANTEC - 09012019 ISSUED FOR BID
2002300044 - North Plains Reservoir & Pump Station No. 2 Agreement
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CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00 50 13-1 to 00 50 13-4, inclusive) and the following attachments to this Agreement:

Notice Inviting Bids (pages 00 00 30-1 to 00 00 30-2, inclusive).

Instructions to Bidders (pages 00 21 13-1 to 00 21 13-8, inclusive).

Bid Forms including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits (pages 00 41 00-1 to 00 41 00-13, inclusive plus 00 41 00 Supplement-1).

Performance Bond (page 00 61 13-1).

Payment Bond (page 00 61 16-1).

General Conditions (pages 00 72 13-1 to 00 72 13-42, inclusive).

Supplementary General Conditions (pages 00 73 13-1 to 00 73 13-25, inclusive; Supplements A to J, inclusive consisting of 95 pages).

Specifications Volume 1 of 5 consisting of Divisions 00 and 01 and 332 pages, as listed in the Table of Contents.

Specifications Volume 2 of 5 consisting of 11 Divisions and 378 pages, as listed in the Table of Contents.

Specifications Volume 3 of 5 consisting of six Divisions and 364 pages, as listed in the Table of Contents.

Drawings Volume 4 of 5 consisting of 119 sheets, as listed in the Table of Contents/List of Drawings.

Reference Documents Volume 5 of 5 consisting of Geotechnical Data Report and East LID Improvements with 120 pages.

Addenda numbers 1 to 6, inclusive.

Change Orders which may be delivered or issued after Effective Date of the Agreement and are not attached hereto.

There are no Contract Documents other than those listed in this Article 6. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.5 of the General Conditions.
ARTICLE 7. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies 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 Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

OWNER
City of North Plains
By
Andy Vosner, City Manager
Attest

CONTRACTOR
Stellar J Corporation
By
R.E. Kinghorn, President
Attest
Cheryl Subasic

Address for giving notices
31360 NW Commercial St
North Plains, OR 97133

License No. 127903

Address for giving notices
1363 Down River Drive, Woodland, WA. 98674

Approved as to Form:

(Signature)
City Attorney

Agent for service of process:
Corporation Service
Company, 285 Liberty Street, NE, Salem, OR. 97301
AGREEMENT CERTIFICATE
(if Corporation)

STATE OF Washington    )    SS:
COUNTY OF Cowlitz     )

I HEREBY CERTIFY that a meeting of the Board of Directors of the ________________,
Stellar J Corporation

a corporation existing under the laws of the State of Texas, held on ________________, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that ___________ R.E. Kinghorn ________________________________ as
Stellar J Corporation President
of the Corporation, be and is hereby authorized to execute the Agreement dated October 7, 2019, by and between this Corporation and City of North Plains Oregon and that his/her
execution thereof, attested by the Secretary of the Corporation, and with the Corporate
Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this __________, day of October __________, 2019.

Cheryl Subasic    Secretary

(SEAL)

- END OF AGREEMENT -
AGREEMENT CERTIFICATE
(if Corporation)

STATE OF Washington )
) SS:
COUNTY OF Cowlitz )

I HEREBY CERTIFY that a meeting of the Board of Directors of the ___________________________
Stellar J Corporation

_________________________________________

a corporation existing under the laws of the State of Texas, held on ________________________, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that R.E. Kinghorn, President
Stellar J Corporation
of the Corporation, be and is hereby authorized to execute the Agreement dated October 7, 2019, by and between this Corporation and City of North Plains Oregon and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 7th day of October 2019.

Cheryl Subasic, Secretary

(SEAL)

- END OF AGREEMENT -