

RESOLUTION NO. 2024-23

A RESOLUTION TO AUTHORIZE CONTRACTOR CONTRACT BETWEEN TCS NORTHWEST (CONTRACTOR), AND THE TOWN OF DRUMMOND (OWNER) TO MEET HB355 SLIPA GRANT FUNDING REQUIREMENTS.

WHEREAS, the Town of Drummond's Fire Water Supply existing storage tank is in need of improvements and a Drummond Water PER (Preliminary Engineer Report) was authorized to look at the water needs within the Town of Drummond; and

WHEREAS, the Town of Drummond has submitted for HB355 SLIPA Grant Funding to assist in these improvements; and

WHEREAS, a Contractor Contract is required by the Funding Agent for the HB355 SLIPA Grant Funds; and

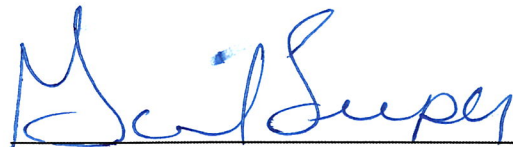
WHEREAS, a Construction Contract has been drawn to meet this requirement for the grant funds applied for, between Town of Drummond (Owner) and TCS Northwest (Contractor); and a copy of said Contract is attached hereto as Exhibit A

WHEREAS, The Project description for work to completed under this Contract, will be generally described as Drummond Fire Water Supply Line Improvements; and

WHEREAS, the estimated project budget is \$24,750.00, the Owner and Contractor will agree on the specific scope of work and contract price upon completion of design by Triple Tree Engineering.


NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Drummond that Gail Leeper, Mayor, is authorized to sign the Construction Contract between TCS Northwest (Contractor) and the Town of Drummond (Owner) for the Drummond Fire Water Supply Line Improvements.

DATED this 17th day of December, 2024



GAIL LEEPER, Mayor

ATTEST:



ROBIN WIGHT, Clerk/Treasurer/Paralegal



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between Town of Drummond ("Owner") and TCS Northwest ("Contractor").
Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 For fire water supply, the Town of Drummond utilizes an existing storage tank that was originally used to fill steam engines for the railroad. The public works director has noted the tank leaks approximately 1,000 gallons every three days and the leak has been determined to be between the pump house and the water storage tank. The project includes replacement of the piping from the existing pump house and the storage tank.
- The specific contract scope of work and contract price will be determined upon completion of the Design.
 - All work will be completed no later than October 31, 2026.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Drummond Fire Water Supply Line Improvements

ARTICLE 3—ENGINEER

- 3.01 The Owner is working with Triple Tree Engineering, Inc. ("Engineer") to perform design, permitting, and limited resident project representative services.

ARTICLE 4—CONTRACT TIMES

- 4.03 *Contract Times:*

A. The Work will be substantially complete no later than October 31, 2026.

ARTICLE 5—CONTRACT PRICE

- 5.01 The estimated project budget is \$24,750. The Owner and Contractor will agree on the specific scope of work and contract price upon completion of the design by Triple Tree Engineering.

ARTICLE 6—PAYMENT PROCEDURES

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- 6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment based on work completed

ARTICLE 7—Not Used

AMENDMENT F THE PARTIES AGREE
THE AGREEMENT CAN BE AMENDED

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Not Used

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

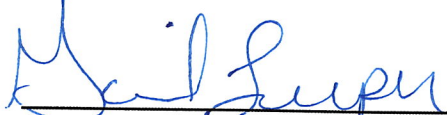
A. Owner stipulates that the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee.


IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on December 17, 2024 (which is the Effective Date of the Contract).

Owner: Town of Drummond

Contractor: TCS Northwest

By: 
(individual's signature)

By: 
(individual's signature)

Date: 12-17-24
(date signed)

Date: 12/13/2024
(date signed)

Name: Gail Leeper
(typed or printed)

Name: Michael Cleveland
(typed or printed)

Title: Mayor
(typed or printed)

Title: Owner
(typed or printed)