

RECEIVED
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GEORGE W. H. AUDITOR
CITY OF PORTLAND, ORE.
BY _____

152877

A C C E P T A N C E

The undersigned, by and through its duly authorized representatives, hereby acknowledge that they have read the terms and conditions of Ordinance No. 152877 an Ordinance providing for continuation of progress payments during such interim period of time as may be necessary to complete the construction of the East Well Field Production Wells, Phase II - Contract 19414 and do hereby agree each for the other, that such amendment to the contract will not be used or construed to have waived any rights or constitute a defense to any claim or right of either the City or the undersigned and provided further that the execution of this acceptance does not constitute an admission by the undersigned of any statement or allegation contained in said ordinance.

R.J. Strasser Drilling Co.

By Paul C. Rydman
MANAGER (Title)
MARCH 1, 1982

APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

Fireman's Fund Insurance Co. - Bond
CONSENT OF SURETY: 3/1/82
FIREMAN'S FUND INSURANCE COMPANY
By: [Signature]
Roger C. Rothrock Attorney-in-fact

GENERAL
POWER OF
ATTORNEY

FIREMAN'S FUND INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----ROGER C. ROTHROCK-----

PORTLAND, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of FIREMAN'S FUND INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of FIREMAN'S FUND INSURANCE COMPANY at a meeting duly called and held on the 15th day of July, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused these presents to be signed by its Vice-President.

and its corporate seal to be hereunto affixed this 12th day of January, 19 81.



FIREMAN'S FUND INSURANCE COMPANY

By William W. Lauber
Vice-President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 12th day of January, 19 81, before me personally came William W. Lauber, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of FIREMAN'S FUND INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Susie K. Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

I, the undersigned, Resident Assistant Secretary of FIREMAN'S FUND INSURANCE COMPANY, a CALIFORNIA Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 1st day of March, 1982.



R. J. Snyder
Resident Assistant Secretary

R. J. Strasser Drilling Co.

8110 S. E. Sunset Lane
Portland, Oregon 97206

January 22, 1982

City of Portland
Bureau of Water Works
1800 S. W. Sixth Avenue
Portland, Oregon 97201

Attention: William Hoffstetter

Reference: East Well Field Production Wells - Phase II
Time Extension

Gentlemen:

In reply to your request for a detailed list of dates and days required to complete various phases of the drilling contract, we submit the following:

1. Work on well number 4 to determine what section of the screen the sand is entering the well. July 28 to August 3, 6 calendar days.
2. Days required to remove pump, install slip packer and reinstall pump in well number 8, September 7 to September 14, 6 calendar days.
3. Slip packer failure in well number 7. Remove well screen, drill and install 12 inch casing, install well screen, remove 12 inch casing, develop and test. October 9 to November 11, 33 calendar days.
4. Removing 10 inch pipe in test well number 11. Large cobbles rolled and dented 10 inch pipe and 6 inch pipe locking them together while pulling 10 inch pipe and grouting well from 417 feet up to 7 feet from surface. November 13 to November 24, 12 calendar days.
5. Additional developing well number 10. Remove test pump due to excessive drawdown, redevelop well with surge block and bailer, jetting, and air surging, reinstall test pump, pump well for

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City of Portland
January 22, 1982
Page Two

48 hours, remove pump and air surge the well for 20 hours.
December 18 to January 20, 34 calendar days.

A total of 91 calendar days were required to complete the above items. We are working 2 - 8 hour shifts on well number 9 and working from 6:00 a.m. to 8:00 p.m. on well number 11 to enable us to work as many hours as possible without disturbing the neighbors. We are anticipating a completion date of April 9, 1982 and are requesting a 77 day extension of time.

Respectfully submitted,

R. J. STRASSER DRILLING CO.



Paul O. Rydman
Manager

POR:slm

cc: Paul Norseth
Robert Willis

EXHIBIT "B"

A C C E P T A N C E

The undersigned, by and through its duly authorized representatives, hereby acknowledge that they have read the terms and conditions of Ordinance No. _____ an Ordinance providing for continuation of progress payments during such interim period of time as may be necessary to complete the construction of the East Well Field Production Wells, Phase II - Contract 19414 and do hereby agree each for the other, that such amendment to the contract will not be used or construed to have waived any rights or constitute a defense to any claim or right of either the City or the undersigned and provided further that the execution of this acceptance does not constitute an admission by the undersigned of any statement or allegation contained in said ordinance.

R.J. Strasser Drilling Co.

By _____

(Title)

APPROVED AS TO FORM

City Attorney

Fireman's Fund Insurance Co. - Bond

ORDINANCE NO. 152877

An Ordinance authorizing an extension of time on a contract with R.J. Strasser Drilling Co., to construct and test production wells for the Bureau of Water Works, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Water Works has entered into Contract No. 19414 with R.J. Strasser Drilling Co., to construct and test pump water wells.
2. The work detailed in the specifications was to be performed within 270 days of written "NOTICE TO PROCEED", which was issued April 24, 1981.
3. Three change orders were issued by the Bureau of Water Works that substantially increased the amount of time necessary to complete the work. The change orders include both extra work not included in the original contract and the redesign of packers for wells number 7 and 10.
4. R.J. Strasser Drilling Co., has requested that the completion date under Contract No. 19414 be extended because of an increase in the work and delays caused by circumstances beyond their control, which are listed in the attached letter dated January 22, 1982, and by this reference made a part hereof as Exhibit "A".
5. Section 108.06 DELAYS AND EXTENSIONS of the Standard Construction Specifications of the City of Portland permits the contract time to be extended for delays in the performance of the work due to causes beyond the control of the Contractor.
6. The Chief Engineer of the Water Bureau has determined that 77 days of work are allowable under Section 108.06 of the Standard Construction Specifications. An additional 77 days will extend the contract to April 9, 1982. To continue progress payments beyond January 23, 1982, the Chief Engineer of the Water Bureau recommends that authorization of progress payments beyond the specified completion date of construction take the form of an ordinance with provisions for acceptance by the contractor and the surety.

NOW, THEREFORE, the Council directs:

- a. Contract No. 19414 with R.J. Strasser Drilling Co., is hereby extended 77 days to April 9, 1982.

ORDINANCE No.

- b. The progress payments may continue to be made to the Contractor subsequent to April 9, 1982, said date being the extended contract completion date, and further providing that the payments that are made subsequent to April 9, 1982, will not be held to have waived any rights that the City has, or may have, under the contract to declare the Contractor in default and to insist upon liquidated damages, and that the fact that said payments are authorized and/or made shall not be used by Contractor or Surety as a defense to any action or suit at law that City or Contractor or Surety may hereafter institute in a court of law or equity involving the contract between the parties.
- c. The Bureau of Water Works, with the approval of the Commissioner in Charge, is hereby authorized to continue progress payments to the Contractor if in their combined discretion such payments should continue.
- d. The Mayor and Auditor hereby are authorized to draw and deliver warrants for progress payments to R.J. Strasser Drilling Co., in such amounts as are requested by and approved by the Chief Engineer of the Bureau of Water Works and the Commissioner in Charge.
- e. This Ordinance shall have no force and effect until the acceptance by R.J. Strasser Drilling Co., and its surety has been filed with the Auditor of the City, in the form of acceptance to be substantially in accordance with the terms and conditions of the form of acceptance which is attached to the original only hereof, marked Exhibit "B", and by reference made part hereof.

Section 2. The Council declares that an emergency exists because further progress payments are necessary to insure that payment is made for labor and material expended by R.J. Strasser Drilling Co., and to enable it to meet its commitments to its suppliers and sub-contractors under the contract; therefore, this Ordinance shall, subject to acceptance as set forth in Item 6 of Section 1 hereinabove, be in force and effect from and after its passage by the Council.

Passed by the Council, FEB 24 1982

Mayor Francis J. Ivancie
February 17, 1982
W.F. Hoffstetter:ls
BUC No. 18600374

Attest:


Auditor of the City of Portland

Calendar No. 442

ORDINANCE No. 152877

Title

An Ordinance authorizing an extension of time on a contract with R.J. Strasser Drilling Co., to construct and test production wells for the Bureau of Water Works, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	/	
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
Mayor Francis J. Ivancie
NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>FSJ</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
Water Works
Prepared By: _____ Date: _____
W.F. Hoffstetter:ls 2/17/82
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>C. Goebel</i>
C. Goebel, Administrator

CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer

Filed FEB 19 1982

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy