

CONTRACT

THIS AGREEMENT, made on the 14th day of April, 2021, by and between City of John Day, party of the first part, hereinafter called the Owner, and Tidewater Contractors, Inc, party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish materials and labor as required and to perform all work shown on the drawings and described in the specifications for the project as prepared by Sisul Engineering, hereinafter referred to as Engineer, entitled:

2021 Street Improvement Project – Phase 1

The work shall include those items named in the Proposal and shall be in accordance with the requirements and provisions of the Contract Documents as defined in the “General Conditions” which Contract Documents are enclosed herewith, and are hereby made a part of the Agreement.

The Contractor also agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279C) which by this reference are incorporated in the contract and made a part hereof.

ARTICLE II - Time of Completion

The work to be performed under this Contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed by July 9th, 2021, with such extensions of time as are provided for in the “General Conditions.”

ARTICLE III - Payment

The Owner shall pay to the Contractor for the performance of the work the total amounts determined by the total number of each of the units of work actually completed as named in the Schedule of Prices shown in the Proposal and the unit prices stated thereafter. Based upon the estimated quantities and the stated unit prices, the total contract sum is; Seventy three thousand, three hundred nineteen dollars and no cents (\$73,319.00).

Progress payments shall be made in accordance with Section 21 of the "General Conditions."

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

Contractor: Tidewater Contractors, Owner: City of John Day

By David Baldwin By Nicholas Green

Title David Baldwin Title Nicholas Green, City Manager
Secretary/Treasurer