

CONTRACT

THIS AGREEMENT, made on the 12th day of May, 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:

Government Way – Subgrade Grading Project

The work shall be completed for the attached Price Quote and per the attached plans, notes, and details. And the following conditions and notes that were provided with the original quote request.

The project involves preparing the subgrade on Government Way road. This will involve earthwork (cut and fill) on site, import fill material, structural compaction of fills and subgrade, proof roll fill lifts (witnessed and approved by Engineer), clearing and grubbing of all large organic material (trees, shrubs, heavy sod, etc.) within the grading limits.

Other General Information:

- The road will be closed by the City of John Day, preventing traffic in the work area.
- City will provide disposal site for organic material. See cover sheet.
- The City will provide CL and slope staking for the project, contractor to provide 7 day notice so that surveyor may be scheduled.
- The City of John Day will provide all the water needed for compaction from a Fire Hydrant, location to be approved and scheduled with the Public Works Dept.
- Approximately 700 CYs of loose fill material for the project is located at the ODOT yard on Lower Yard Rd. The County Road Department and City Publics Department will provide the equipment and labor to load the material, the contractor will be responsible for transporting the material. (this material is to be used first)
- The second source area is shown on the plans, this site has an estimated 2000 CYs in place that will need to be excavated, and transported to the project fill locations by the contractor. (this material is available if the contractor chooses or they may import their own fill material)

- The contractor may use their own fill material after the 700 CYs have been used from the ODOT yard area, all other fill material provided by the Contractor, must be approved by Engineer.
- Existing Utilities will be located, and adjusted by City Public Works Dept. as needed. Contractor is responsible to preserve them and if damaged, repair or pay repair cost.

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 June 20th, 2021, with such extensions as allowed by the City for conditions beyond the control of the Contractor.

ARTICLE III - Payment

The Owner shall pay to the Contractor for the performance of the work, the total amounts determined by the Engineers estimate of the percent (%) of the total work completed of the project. Based upon the project being 100% completed per the plans, notes and details provided, the total lump sum contract is; twenty nine thousand dollars and no cents (\$29,000.00).

Progress payments shall be made monthly per pay request, approved by the Engineer and City.

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

Contractor: _____

Owner: _____

By _____

By _____

Title _____

Title _____