

**CONTRACT**

THIS AGREEMENT, made on the 20<sup>th</sup> day of May, 2022, 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 identified by the Owner and described in the specifications for the project as prepared by Sisul Engineering, hereinafter referred to as Engineer, entitled:

**GLEASON POOL DEMO AND SITE RESTORATION PROJECT**

The work shall include those items named in the Proposal and shall be in accordance with the requirements and provisions of the Contract Documents, Plans, Details, and Notes 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.

**ARTICLE II - Time of Completion**

The work to be performed under this Contract shall be commenced within timely manner after the date of written notice by the Owner to the Contractor to proceed. The work shall be 60 day after the start of work.

**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 completed as named in the attached contractor provided quote and the unit prices stated thereafter. Based upon the estimated quantities and the stated unit prices, the total contract sum is; One hundred and one thousand, one hundred and twenty five dollars, and no cents (\$101,125.00).

Progress payments shall be made monthly, all pay request must be approved by the Owner, Engineer, and Contractor prior to submission.

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

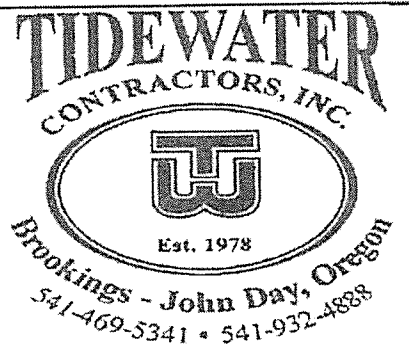
Contractor: Tidewater Contractors, Inc. Owner: [Signature]

By [Signature] By Nicholas Green  
Dave Baldwin

Title Sec/Treasurer Title City Manager

PO Box 789/60021 Hwy 26  
John Day, OR 97845

Phone: 541-932-4888  
Fax: 541-932-4833



CCB#29995 CA LIC#456696

**Price Quote**

Material Only

Materials & Labor

<b>Delivery/Start Date (Expected):</b>	Phone: 541-575-0028	Fax: 541-575-3668
<b>Attention:</b> Nicholas Green City Manager	E-mail: <a href="mailto:green@grantcounty-or.gov">green@grantcounty-or.gov</a>	
<b>Project Location:</b> Gleason Pool 13S 31E 23	<input checked="" type="checkbox"/> Public Project <input type="checkbox"/> Private Project	
<b>Billing Address:</b> 450 East Main St., John Day, OR 97845	Contracting Party/Agency: City of John Day	
	Project Name: Gleason Pool Removal	
	Description of Work: Remove pool and buildings	

Item No.	Description	Units	Quantity	Unit Price	Discount	Total
1	Mobilization	LS	1	\$4,500.00		\$4,500.00
2	Removal / Grade work	LS	1	\$96,625.00		\$96,625.00

Quoted By: Doug Robbins	Date: 5/20/2022 Bid Date	Delivery	
		Total	\$101,125.00

Accepted By: Nicholas Green  
Print: City Manager

Sign: *[Signature]* Date: 05/20/22

(Name) (Company/Title)

**General Terms of Quote:**

**Includes:**

- \* All labor and equipment to remove and dispose of debris from pool site.
- \* All labor, equipment, and material to fill hole from pool removal.

**Excludes:**

- \* Erosion control, Permits, Traffic control, Compaction testing.
- \* Survey, grade staking, and layout for site work if needed.

**General terms & conditions:**

- \* Standby rate: Standby for crew will be billed at \$550.00/HR. ( This rate also applies to any archaeology exploration)
- \* Price includes one mobilization. Add \$4500.00 for each additional mobilization.
- \* Payment in full due by the 10th of the following month. Monthly financing charges of 1.5% applied to all unpaid balances.
- \* Quotation valid for 30 days, and based upon mutually agreeable schedule.
- \* Material purchase agreements must be signed prior to rock delivery, billing will be based on scale tickets weights.
- \* Earliest possible notification of quote acceptance is required to meet construction schedule.

## **TECHNICAL SPECIFICATIONS**

The technical specifications applicable to the work on this project are the 2021 edition of "OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION", Oregon Department of Transportation and additional specifications and special provisions provide hereafter.

Use appropriate units English or Metric for measurements, submittals, shop drawings, calculations, materials, certifications, delivery tickets, and all other documents submitted for work performed under this contract.

The Owner for this project is CITY OF JOHN DAY, OREGON.

The Engineer for this project is the firm of SISUL ENGINEERING. The Project Engineer is Josef K. Hitz, of this firm. The Engineer will be in direct charge of the project. However, the Engineer will be under the authority of City of John Day and will act in accordance with instruction from City of John Day.

## **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

1. The date of beginning and the time for completion of the work are essential conditions of the contract document.
2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
3. If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages \$250.00 for each calendar day that the Contractor shall be in default after the time stipulated in the contract documents.
4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the contractor has promptly given written notice of such delay to the Owner or Engineer:
  - a. Prior Approved Schedule for multiple Schedules of Work
  - b. To any preference, priority or allocation order duly issued by the Owner;
  - c. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

## **210 MOBILIZATION**

### **A. SCOPE**

1. Includes but is not limited to preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the cost of offices, buildings, and other facilities necessary for the work, for premiums on bonds and insurance for the work, and for the operations performed or cost incurred before beginning work.
2. This Item may not exceed 10% of the total Bid price for all Schedules of work.

### **B. MEASUREMENT AND PAYMENT**

1. When listed in the bid schedule, mobilization will be paid for on a lump sum basis for all required.
2. When 10 percent of the contract amount has been earned by other bid items, 50 percent of the mobilization bid will be paid less retainage. Once 50 percent of the contract amount has been earned by other bid items the remaining mobilization will be paid less retainage.
3. When not listed in the bid schedule mobilization will be considered incidental work.

## **290 ENVIROMENTAL PROTECTION**

### **A. SCOPE**

1. This section describes the Contractor's duties and obligations with respect to protection of the land, waters, air, wildlife, and other environmental resources of the State.
2. Comply with Section 00290 of ODOT Standard Specifications for Construction, 2018.
3. Notes on Plans provide guidelines for proper erosion and sediment control.
4. Comply with all the rules, specifications, and guidelines of the Department of Environmental Quality. At any time these rules cannot be followed, work will be stopped.
5. Re-vegetation and sediment control devices will be provided and maintained by the Contractor, any unnecessary damage to these will be the contractor's responsibility to repair.
6. The Contractor is responsible for maintaining dust control on the site.
7. The Contractor is responsible to prevent dirt being tracked off the site by vehicles.
8. The Contractor is responsible for any oil or fuel spills, concrete washouts, or any other environmental contaminates for their equipment or materials.

9. Erosion Control and pollution control procedures and changes to plans are to be approved by the Engineer.

#### **B. MEASUREMENT AND PAYMENT**

1. Erosion Control and pollution control procedures and plans are to be approved by the Engineer. No measurement will be made for this item, payment will be lump sum.
2. The materials, labor, construction, and removal of the containment system, proper disposal of any debris captured during construction, and maintenance of the containment system will be paid for as a lump sum bid item.
3. When the Contract Schedule of Items does not indicate payment for Environmental Protection or Pollution Control, no separate or additional payment will be made, work will be considered incidental to the Project.

### **320 CLEARING AND GRUBBING**

#### **A. SCOPE**

1. Work shall include, but not be limited to, the following:
  - a. Clearing of area within work limits.
  - b. Grubbing of area within work limits.
  - c. Temporary protection and direction of traffic.
  - d. Disposal of waste materials as required.
  - e. Uncovering and locating existing underground facilities.
  - f. Protection of existing facilities and properties.
2. All ground disturbance shall be witnessed by State provided Archeologist.
3. Materials shall be generally separated into concrete & asphalt for future recycling, burnable materials, metals, and debris to be hauled to the landfill. City will provide stockpile locations for concrete & asphalt, burnables, and metals.

#### **B. MATERIALS**

1. Clearing, grubbing and waste materials to be unclassified except as described in general terms hereinafter for purposes of indicating intent.
2. Includes matter of both manmade and natural origins.

#### **C. WORKMANSHIP**

1. Clearing area within work limits of all surface vegetation including trees, stumps, down timber, brush, roots, weeds, grasses, and deleterious matter.
2. All timber shall become the property of the contractor unless otherwise specified.

3. Grub improvement area to remove all stumps, roots, buried vegetative matter and debris to a depth of 8 inches below subgrade.
4. Tree branches which extend into the work areas within 8' vertically from finish grade shall be cut off next to the holes, and the cuts shall be treated with an approved tree sealant.
5. Remove no trees, shrubbing or other vegetation outside of designed clearing limits. Trees and shrubs not designated for removal to be protected from damage during clearing and grubbing operations. Roots shall be neatly cut where removal is required.
6. Protect existing facilities, adjacent properties and survey monuments from damage.
7. Properly dispose of waste materials resulting from clearing and grubbing operations. Disposal of waste material shall be off-site unless noted otherwise in these specifications of plans. City disposal sites for organics, asphalt and concrete, and native material are shown on the vicinity map.
8. Locate existing underground utilities in cooperation with affected utility owners. Expose facilities to be adjusted. Protect all facilities to remain in place from damage during construction. Coordinate location work with utility owners.
9. Maintain one lane of local traffic flow during construction, thru traffic will be re-routed by City of John Day Public Works Department, and restore driveway access. Conform to MUTCD for temporary protection and direction of traffic.
10. Relocate signs and other appurtenances will be by City of John Day Public Works Department.
11. Comply with safety requirements per state and local codes.
12. Cleanup adjacent work areas of all litter and debris resulting from contractor's operations under this section.

#### D. MEASUREMENT AND PAYMENT

1. Measurement and payment for clearing and grubbing will be made on an lump sum basis for the project area cleared and grubbed within the limits specified by owner.
2. No payment will be made for unauthorized grubbing.
3. Payment indicated to include compete compensation for all labor, equipment, materials, and incidentals involved in the work specified under this section. No addition compensation to be allowed.

## 330 EARTHWORK

### A. SCOPE

1. Work consists of excavation, ditching, backfilling, embankment construction, grading, leveling, and other earth work required in the construction of the Project, excepting such work specifically included and provided for as:
  - Pay item elsewhere in the Contract Specifications.
  - Incidental work in the detailed Specifications for other Contract pay items.
2. The import of material for this project will be provide by the contractor, the contractor will be responsible to load haul vehicles, fine tune grades as needed for subgrade and finish grades surrounding the new improvements.
3. The imported material shall be suitable material for building on, pit run material with no stones over 12" diameter, or other approved material. The contractor is required to provide 850 cubic yards of material for the project.

### B. MATERIALS

1. Fill material, contractor to hauled, push/move to location of site needed.

### C. WORKMANSHIP

1. Earthwork construction is to follow ODOT Standard Specifications for Construction, 2021, were applicable.
2. All earthwork shall conform to the lines and grades generally matching the surrounding surfaces, or as directed by the Engineer.
3. Any fills are to be free of trees, stumps, down timber, brush, roots, and deleterious matter.
4. General Compaction – Unless otherwise specified compact the entire surface of each layer of material using equipment made specifically for compaction and based on the material being compacted. Routing of hauling and grading equipment will not be an acceptable method to achieve compaction. Compaction of any fills and sub-grade will be determined by the Engineer, though a witnessed proof roll after each 1-ft lift.
5. General Finishing and Clean up – All excavations and embankments are to be blended to the existing following neat trim lines per cross sections. Clean up all debris, surface rocks, and foreign matter of all kinds on the entire site. Dispose of materials as directed. Finish sub-grade to be within a tolerance of plus or minus 1-inch, or as the native material allows and approved by Engineer, and to be free of ruts, depressions, and irregularities.
6. Protect existing facilities, adjacent properties and survey monuments from damage.
7. Cleanup adjacent work areas of all litter and debris resulting from contractor's operations under this section.



#### D. MEASUREMENT AND PAYMENT

1. Measurement of the required 850 cubic yards of material will be based on conversion of weight tickets and truck counts. Payment for hauling, placement, and compaction of this material will be made on a lump sum basis. Work includes the final grading and pre compaction of all subgrade, all labor, equipment, and incidentals necessary to complete the work.
2. When not specified for payment, all other earthwork will be considered incidental work for which no separate payment will be made.