

SECTION IIIA **CONTRACT AGREEMENT**

This Agreement, made and entered into this _____ day of _____, 2013, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **S-2 CONTRACTORS INC.** ("CONTRACTOR").

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled **2013 Pavement Improvements Project (CI 13-003)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid	Statutory Conditions to Contract Agreement
Scope of Work	Performance Bond
Instructions to Bidders	Payment Bond
Bid Proposal and Bid Schedule	State of Oregon Statutory Public Works Bond
Compliance with ORS 279C.840	General Conditions
Resident Bidder Status	Prevailing Wage Rates for Public Works Contracts in Oregon dated January 1, 2013
Certification of Drug Testing Program	Prevailing Wage Apprenticeship Rates dated January 1, 2013
Non-Collusion Statement	Prevailing Wage Rates Amendment dated April 1, 2013
Asbestos Certification	Definitions of Covered Occupations for Public Works Contracts in Oregon dated January 1, 2013
Registrations	Special Provisions
Business License Form	Contract Drawings
Certification of Non-Discrimination	City of Oregon City Standard Details
Certification of Compliance with Tax Law	Technical Specifications
Bidder Responsibility Form	2008 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents
Bid Bond	Addendum 1 dated 4/18/13
First Tier Subcontractor Disclosure Form	All items included within these Contract Documents.
Contract Agreement	
Oregon City Public Improvement Standard Conditions	

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be at substantial completion by **September 15, 2013**. The project shall be ready for final acceptance by **October 15, 2013**.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **six hundred sixty-eight thousand, five hundred twelve and 65/100 dollars (\$668,512.65)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the

work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

S-2 CONTRACTORS INC.

by: _____

David W. Frasher
City Manager

by: _____

Authorized signature

by: _____

John M. Lewis, P.E.
Public Works Director

Title _____

Federal Taxpayer ID Number:

Address:

Approved as to Legal Sufficiency:

By: _____
City Attorney

City Commission Award Date:

May 1, 2013

PDX_DOCS:450173.1
04/24/13 11:32 AM