

## **SECTION III A**

### **CONTRACT AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of July, 2015, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and JESSE RODRIGUEZ, DBA JESSE RODRIGUEZ CONSTRUCTION ("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: **Coffee Creek Culvert Replacement Project** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Addenda Acknowledgement Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Business License Form Certification of Non-Discrimination Certification of Compliance with Tax Law First Tier Subcontractor Disclosure Form Bid Bond Customer Service Acknowledgement Qualification of Bidder Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Payment Bond	Performance Bond State of Oregon Statutory Public Works Bond Certification of Works Compensation Notice of Award Notice to Proceed Change Order General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated 1/1/15 Prevailing Wage Rates Amendment dated 4/1/15 Prevailing Wage Apprenticeship Rates dated 1/1/15 Definitions of Covered Occupations for Public Works Contracts in Oregon dated 7/1/14 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2015 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 dated June 15, 2015 All items included within these Contract Documents.
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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 sixty (60) consecutive calendar days after the Notice to Proceed. The project shall be ready for final acceptance within ninety (90) consecutive calendar days after Notice to Proceed.

#### **ARTICLE III – Contract Amount**

The Contract Amount for the work covered by this Agreement is estimated to be **one hundred fifty-five thousand eight hundred and 00/100 dollars (\$155,800.00)**.

**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**

**JESSE RODRIGUEZ, DBA JESSE  
RODRIGUEZ CONSTRUCTION**

by: \_\_\_\_\_  
David W. Frasher  
City Manager

by: \_\_\_\_\_  
Jesse Rodriguez  
Owner

by: \_\_\_\_\_  
John M. Lewis, P.E.  
City Engineer/Public Works Director

Federal Taxpayer ID Number:  
\_\_\_\_\_  
72-1588025

Approved as to Legal Sufficiency:

By: \_\_\_\_\_  
City Attorney

3098 Cascade Hwy. NE  
Silverton, Oregon 97381

City Commission Award Date:

\_\_\_\_\_  
July 1, 2015