

### **SECTION IIIA**

### **CONTRACT AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and INTERMOUNTAIN SLURRY SEAL, 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: **ASPHALT RUBBER CHIP SEAL 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 Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement State of Oregon Statutory Public Works Bond Prevailing Wage Rates for Public Works Contracts in Oregon dated January 1, 2017 Prevailing Wage Apprenticeship Rates dated April 1, 2017 Prevailing Wage Rates Amendment dated April 1, 2017 Definitions of Covered Occupations for Public Works Contracts in Oregon dated January 1, 2016	Special Provisions Payment Bond Performance Bond Contract Drawings City of Oregon City Standard Details 2015 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Washington DOT Standard Specifications City of Vancouver contract which includes: <ul style="list-style-type: none"><li>• The contract documents for the City of Vancouver, Washington 2017 Joint City-County Preservation Project, Project No. 071817, incorporated herein by reference</li></ul> 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 complete by or before **September 1, 2017** as identified in 00180.50(c) of the Special Provisions.

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

The Contract Amount for the work covered by this Agreement is estimated to be **Sixty-one thousand eight hundred thirty-seven and 50/100 dollars (\$61,837.50)**.

#### **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**

**INTERMOUNTAIN SLURRY SEAL, INC.**

\_\_\_\_\_  
Printed Name

by: \_\_\_\_\_  
Anthony J. Konkol III  
City Manager

by: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Title

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

Federal Taxpayer ID Number:  
\_\_\_\_\_

Approved as to Legal Sufficiency:

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

City Commission Award Date:  
\_\_\_\_\_

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