

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this 3rd day of October, 2017, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **K&E Excavation, 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: **BEAVERCREEK ROAD SEWER PROJECT (CI 16-013)** 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 Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Qualifications of Bidder Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated January 1, 2017 Prevailing Wage Apprenticeship Rates dated April 1, 2017 Prevailing Wage Rate Amendment dated April 1, 2017 Definitions of Covered Occupations for Public Works Contracts in Oregon dated January 1, 2016 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 Addenda: None 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 ready for final acceptance within 84 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 **Nine hundred seventy-nine thousand four hundred fifteen dollars (\$979,415.00)**.

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

K& E EXCAVATING, INC.

by: _____
Anthony J. Konkol III
City Manager

by: _____
Authorized signature

Printed Name

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

Title

Approved as to Legal Sufficiency:

Address:

By: _____
City Attorney

City Commission Award Date:

Federal Taxpayer ID Number:
