

SECTION III A
CONTRACT AGREEMENT

This Agreement, made and entered into this 1st day of May 2024, 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: **2024 ROADWAY RECONSTRUCTION PROJECT PMUF (CI 23-007)** 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 General Conditions
Compliance with ORS 279C.840	Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2024
Resident Bidder Status	Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2024
Certification of Drug Testing Program	Prevailing Wage Apprenticeship Rates dated April 5, 2024
Non-Collusion Statement	Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018
Asbestos Certification	Special Provisions
Registrations	Contract Drawings
Certification of Non-Discrimination	City of Oregon City Standard Details
Business Licenses (OCMC 05.04)	Technical Specifications
Certification of Compliance with Tax Law	2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents. Addendum 1 – April 4, 2024
Bidder Responsibility Form	All items included within these Contract Documents.
Bid Bond	
First Tier Subcontractor Disclosure Form	
Customer Service Acknowledgment Form	
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 substantially complete by **September 6th, 2024** and ready for final acceptance by **September 27th, 2024** as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one-million eight hundred five thousand, three hundred seventy and zero cents (\$1,805,370.00)**.

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

CONTRACTOR NAME

By: _____
Anthony J. Konkol III
City Manager

Printed Name

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

By: _____
Authorized Signature

Title

Approved as to Legal Sufficiency

By: _____
City Attorney

Date

Address:

City Commission Award Date:

May1,2024

Federal Taxpayer ID Number