

CONTRACT

THIS AGREEMENT, made this 12th day of April 2023 by and between the CITY OF THE DALLES, Oregon, hereinafter called "**CITY**", acting through its City Council or designee, and Corporation doing business as Rev Const#uction llc
*(an individual),(a partnership),(a corporation)
located in the City of Hillsboro, County of Washington, and State of Oregon, hereinafter called "**CONTRACTOR**".

WITNESSETH: That, for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the **CITY**, the **CONTRACTOR** hereby agrees with the **CITY** to commence and complete the work described in the **CONTRACT DOCUMENTS** and comply with the terms in the **CONTRACT DOCUMENTS** for **CONTRACT NO. 2023-007, WICKS FILTER BUILDING REROOF – PHASE 2**, for the sum of \$132,800.00 dollars or as shown in the Proposal.

CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, expertise, bonds, insurance, licenses, permits, and other services, including subcontractors approved under this agreement, necessary for the completion of the project.

CONTRACTOR will furnish proper and adequate Workers' Compensation coverage. In the event the **CONTRACTOR'S** insurance does not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to the **CITY** covering each and every subcontractor must be filed with the **CITY** prior to the commencement of such subcontract operations. Before commencing work under this agreement, **CONTRACTOR** will provide the **CITY** with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ORS Chapter 656.

CONTRACTOR hereby agrees to commence work under this contract on or before the date specified in the **CITY'S** written "Notice to Proceed" and to fully complete the project by June 30, 2023. The **CONTRACTOR** further agrees to pay liquidated damages for each consecutive day thereafter for which the contractor is in breach of the contract as provided in Section 00180.85 of the Standard Specifications.

The provisions and requirements of Chapter 279(A),(B), and (C) Oregon Revised Statutes and the rules of the local Contract Review Board are hereby referred to and incorporated herein as a part of this contract and the **CONTRACTOR'S** obligations under the terms of this contract.

The term "**CONTRACT DOCUMENTS**" means and includes the following:

Advertisement for Bids
Proposal
Bid Bond
Prevailing Wage Rates
Performance Bond
Notice to Proceed
Drawings
Technical Specifications
Responsibility Determination Form

Invitation to Bidders
Subcontractors Disclosure Form
Notice of Award
Contract
Payment Bond
Non-Collusion Affidavit
Prequalification Form
Special Provisions
City of The Dalles Standard
Specifications for Construction

The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the "General Conditions" such amounts as required by the Contract Documents.

This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in duplicate, each of which shall be deemed an original, on the date first written above.

CITY : **CITY OF THE DALLES**

BY:

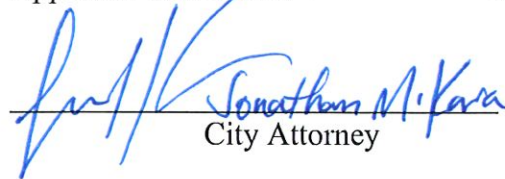

City Manager

NAME:

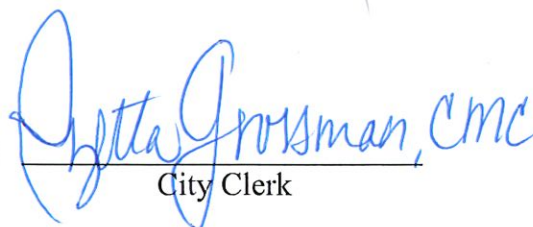
Matthew Kleber

Approved as to Form:

SEAL:


City Attorney

ATTEST:


City Clerk

CONTRACTOR: REV Construction llc

BY: CEO
(Title)

NAME: Jeremy Frey
(Please type)

SEAL:

ATTEST: CEO / *Jeremy M Frey*
(Title)

ADDRESS: 665 NE 68 th Ave
Hillsboro, Or. 97124

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Rev Construction llc
(Name of Contractor)

665 NE 68th Ave, Hillsboro, OR 97124;
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, Individual)

Principal, and Old Republic Surety Company
(Name of Surety)

P.O. BOX 1635, Milwaukee, WI 53201
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

CITY OF THE DALLES
(Name of Owner)

313 Court Street, The Dalles, Oregon 97058
(Address of Owner)

hereinafter called **CITY**, in the penal sum of **\$132,800.00** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF OBLIGATION is such that whereas, the Principal entered into a certain contract with the **CITY** dated the 22nd day of February, 2023, a copy of which is hereto attached and made a part hereof for:

CONTRACT NO. 2023-007
WICKS FILTER BUILDING REROOF – PHASE 2

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the **CITY**, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **CITY** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **CITY** all outlay and expense which the **CITY** may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

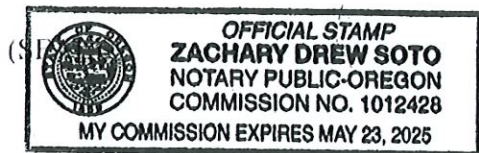
PROVIDED FURTHER, that no final settlement between the **CITY** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the 17th day of April, 2023.


ATTEST:



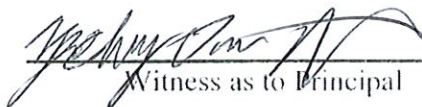
Secretary
(Principal)



REV Construction, LLC
Principal

BY 

Jeffrey Hastings, Jr.
Managing Member




Witness as to Principal

7130 NE Cornell Rd

(Address)

Hillsboro OR 97124

ATTEST:



Witness as to Surety

1710 N. Douglas Dr., Suite 110

(Address)

Golden Valley, MN 55422

Old Republic Surety Company
Surety

BY 

Attorney-in-Fact Jeremy J. Crawford

P.O. BOX 1635

(Address)

Milwaukee, WI 53201

Phone: (262) 797-2640

NOTE: Date of **BOND** must not be prior to date of **CONTRACT**. If **CONTRACTOR** is a Partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the **PROJECT** is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Rev Construction IIc
(Name of Contractor)

665 NE 68th Ave, Hillsboro, OR 97124;
(Address of Contractor)

a Corporation, hereinafter called
(Corporation, Partnership, Individual)

Principal, and Old Republic Surety Company
(Name of Surety)

P.O. BOX 1635, Milwaukee, WI 53201
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

CITY OF THE DALLES
(Name of Owner)

313 Court Street, The Dalles, Oregon 97058
(Address of Owner)

hereinafter called **CITY**, in the penal sum of **\$132,800.00** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF OBLIGATION is such that whereas, the Principal entered into a certain contract with the **CITY** dated the 22nd day of February, 2023, a copy of which is hereto attached and made a part hereof for

CONTRACT NO. 2023-007
WICKS FILTER BUILDING REROOF – PHASE 2

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all insurance premiums on said **WORK**, and for all labor, performed in such **WORK**, whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.


PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such

change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

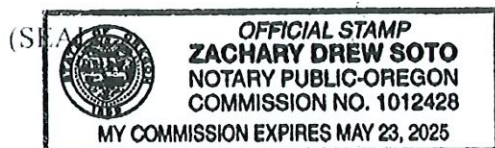
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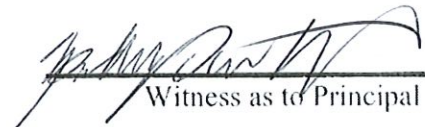
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ATTEST:



Secretary
(Principal)






Witness as to Principal
7130 NE Cornell rd
(Address)

Hillsboro OR 97124

ATTEST:




Witness as to Surety
1710 N. Douglas Dr., Suite 110
(Address)

Golden Valley, MN 55422

REV Construction, LLC

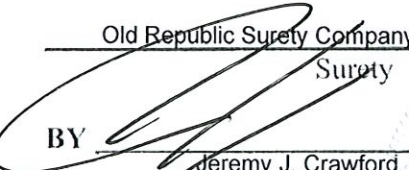
Principal

BY 

Jeffrey Hastings, Jr.

Managing Member

Old Republic Surety Company

Surety
BY 

Jeremy J. Crawford, Attorney-in-Fact

P.O. BOX 1635
(Address)

Milwaukee, WI 53201

Phone: (262) 797-2640

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MICHAEL D. WILLIAMS, JEREMY J. CRAWFORD** of GOLDEN VALLEY, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of February, 2023, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5304



Signed and sealed at the City of Brookfield, WI this 17th day of April, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CCI SURETY, INC.