

## CONTRACT

**THIS AGREEMENT**, made this 21st day of April, 2023 by and between the CITY OF THE DALLES, Oregon, hereinafter called "**CITY**", acting through its City Council or designee, and C.R. Contracting LLC doing business as LLC \*

\*(an individual),(a partnership),(a corporation)

located in the City of Bend, County of Deschutes, 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. 2023-006 2023 ASPHALT CRACK SEAING PROJECT** for the sum of \$ 87,980.00 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:

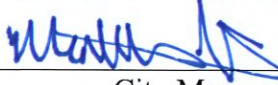
|                                   |                                                                |
|-----------------------------------|----------------------------------------------------------------|
| Advertisement for Bids            | Invitation to Bidders                                          |
| Proposal                          | Subcontractors Disclosure Form                                 |
| Bid Bond                          | Notice of Award                                                |
| Prevailing Wage Rates             | Contract                                                       |
| Performance Bond                  | Payment Bond                                                   |
| Notice to Proceed                 | Non-Collusion Affidavit                                        |
| Drawings                          | Prequalification Form                                          |
| Technical Specifications          | Special Provisions                                             |
| Responsibility Determination Form | City of The Dalles Standard<br>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.

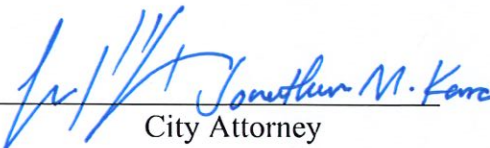
CITY : **CITY OF THE DALLES**

BY:   
City Manager

NAME: Matthew B. Klebes

Approved as to Form:

SEAL:

  
City Attorney

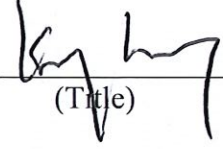
ATTEST:   
City Clerk

CONTRACTOR: C.R. Contracting, LLC

BY:  President  
(Title)

NAME: Russell Davis  
(Please type)

SEAL:

ATTEST:   
(Title)

ADDRESS: 64435 Strickler Ave. Ste 100  
Bend, OR 97703