

CONTRACT

THIS AGREEMENT, made this 14th day of March, **2023** by and between the CITY OF THE DALLES, Oregon, hereinafter called "**CITY**", acting through its City Council or designee, and **James Dean Construction, Inc.** doing business as **a Corporation** *

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

located in the City of **White Salmon**, County of **Klickitat**, and State of **Washington**, 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. 2023-002 EAST 9TH STREET WATER EXTENSION** for the sum of \$ **224,208.00** 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 16, 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 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.

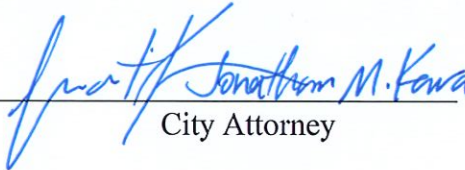
CITY : **CITY OF THE DALLES**

BY: 
City Manager

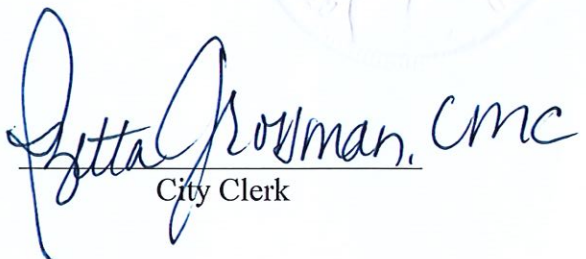
NAME: Matthew B. Klebes

Approved as to Form:

SEAL:


City Attorney

ATTEST:

 CMC
City Clerk

CONTRACTOR: James Dean Construction, Inc.

BY: _____

VICE - PRESIDENT

(Title)

NAME: _____

JOSEPH P DEAN

(Please type)

SEAL:

ATTEST: _____

Urmadean Dean, Secretary/Treasurer

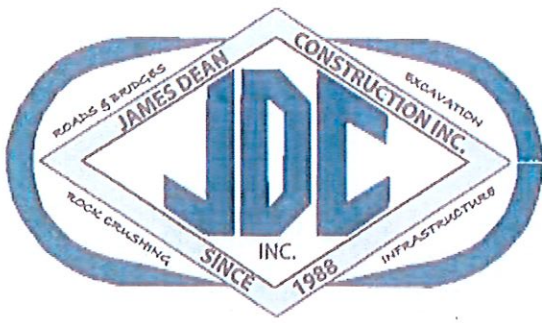
(Title)

ADDRESS: _____

579 Highway 141

White Salmon, WA 98672





JAMES DEAN CONSTRUCTION, INC

ROADS • BRIDGES • EXCAVATION • ROCK CRUSHING • INFRASTRUCTURE

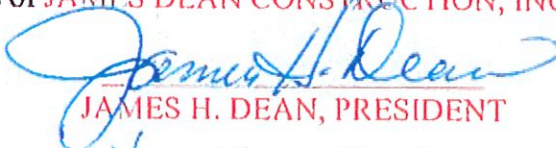
JAMES DEAN CONSTRUCTION, INC.

CORPORATE RESOLUTION

Memorandum of Consent to Action Of the Chairman of the Board in Lieu of a Special Meeting

The undersigned, being the Chairman of the board of **JAMES DEAN CONSTRUCTION, INC.**, a corporation, hereby consents to the adoption of the following resolution in lieu of a special meeting of the Board of Directors of the corporation, effective **July 8, 2021**.

RESOLVED, that **JAMES H. DEAN** designated the following personnel to have the authorization to enter into and sign contracts, proposals, Bids, Performance and Payment Bonds, property transactions and other legal documents without the signature of others related to the business of **JAMES DEAN CONSTRUCTION, INC.**


JAMES H. DEAN, PRESIDENT

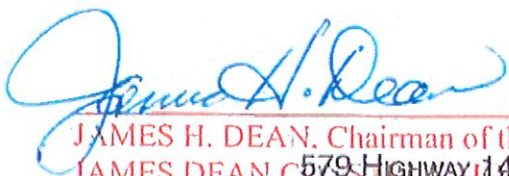

VERNADEAN M. DEAN, SECRETARY


VERNADEAN M. DEAN, TREASURER


JEFFREY J. DEAN, VICE-PRESIDENT


JOSEPH P. DEAN, VICE-PRESIDENT

Date: **JULY 8, 2021**


JAMES H. DEAN, Chairman of the Board

JAMES DEAN CONSTRUCTION, INC.
579 Highway 141, White Salmon, Washington 98672
Office: (509) 493-8417 • Fax: (509) 493-8414 • Shop: (509) 493-8417
WA# JAMESDC121J7 • OR#65960

Equal Opportunity Employer