

AGREEMENT FORM

Non-Transportation Related Public Improvement Contract

THIS CONTRACT is made as of the **22 day of July, 2025** by and between

“Owner”:

City of Sandy, Oregon
Tyler Deems
City Manager
39250 Pioneer Blvd
Sandy, OR 97055
503-826-1079
tdeems@ci.sandy.or.us

and **“Contractor”:**

Jesse Culp
NorthStar Electrical Contractors, Inc.
11055 SW Clay Street
Sherwood, OR 97140
503-612-0840
Jesse.culp@northstarelect.com
[tax ID]

for **“Project”**: Fiber Optic Cabling for Alder Creek, Sandercock, and Terra Fern Sites

Owner and Contractor agree as follows:

CONTRACT

ARTICLE 1 – WORK

- 1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is described as follows: furnish and installation of fiber optic cable at the Alder Creek (2,809 feet), Sandercock (3,798 feet), and Terra Fern (1,954 feet) sites. Conduit shall be installed at a minimum dept of 36 inches within the Clackamas County and Oregon Department of Transportation (ODOT) rights-of-way (ROW), in accordance with applicable standards, specifications, and permit requirements. Scope includes trenching and boring, conduit placement, fiber cable installation, splicing, and surface restoration to previous condition.

ARTICLE 2 – RESERVED

ARTICLE 3 – ENGINEER/PM

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3.01 City's Project Manager for the Project is Greg Brewster.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Notwithstanding anything contained in the General Conditions, Contractor will begin the Work upon execution of this Contract. Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will achieve Substantial Completion on or before **September 28, 2025**, and achieve Final Completion on or before **October 8, 2025**. For clarity's sake, a Notice to Proceed is required in order to begin Work under this Contract.
- 4.03 The parties recognize and agree that City shall suffer financial and other incalculable losses if the Work is not completed within the times specified in Section 4.01, plus any authorized extensions thereof. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay City, or City may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.01 for Substantial Completion until the Work is deemed substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by City, Contractor will pay City, or City may withhold from any sums due Contractor, \$500.00 for each day that expires after the time specified in 4.01 for Final Completion until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion and acceptance of the Work in accordance with the Contract Documents an amount not-to-exceed **\$206,000.00** (the "Contract Price"). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 The parties shall proceed with payment in accordance with the General Conditions. Owner will pay Contractor the Contract Price within thirty (30) days of receiving the invoice from Contractor.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due will bear interest at the rate specified in ORS 279C.570.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
- B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

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- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Non-Transportation Related Public Improvement Contract” are attached and incorporated into this Contract by reference.
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor’s agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has caused this Contract to be executed by its duly authorized undersigned agents and Contractor has executed this Contract effective as of the date last signed below.

SIGNED:

OWNER

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

GENERAL CONDITIONS
FOR
NON-TRANSPORTATION RELATED PUBLIC IMPROVEMENT CONTRACT

Section 00 70 0

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