

CONTRACT FORMS

SECTION 00 52 43 - AGREEMENT
FOR
PALENSKY WILDLIFE UNDERPASS PROJECT
FOR
COLUMBIA RIVER ESTUARY STUDY TASKFORCE

THIS AGREEMENT is dated as of the _____ day of _____ in the
year _____ by and between _____

(hereinafter called OWNER) and _____

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The project and Work are generally described as follows:

**PALENSKY WILDLIFE UNDERPASS PROJECT
MULTNOMAH COUNTY, OREGON**

The work contemplated consists of construction of approximately 132 linear feet of 54-inch diameter steel casing via open cut and pipe ramming methods, mortar lining of steel casing, painting of the mortar lining, installation of eight (8) vertical light boxes, construction of headwalls, and up to approximately 603 linear feet of concrete channelizing barrier and headwalls.

ARTICLE 2 ENGINEER.

The Project has been designed by Murraysmith, Inc. (aka Consor North America, Inc.) 888 SW 5th Avenue, Suite 1170, Portland, Oregon 97204, (503) 225-9010, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES.

3.1 Work shall be substantially completed on or before the **1st of September, 2023**. Substantially completed, as defined generally within Paragraph 14.8 of the General Conditions of the Construction Contract, hereinafter termed the General Conditions, and more specifically herein, shall be when the ENGINEER and OWNER agree that the entire Work is operational following successful testing and start-up and the OWNER is able to

take possession of and have full operational use of the facilities. The Work shall be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions on or before the **15th of September, 2023**.

The above completion dates are based on the following:

- a. Notice of Award no more than 45 days after Bid Opening Date, and
- b. OWNER Signing of Contract and Issuance of Notice to Proceed within 30 days after Notice of Award.

Where the OWNER is prevented from signing of contract and issuing Notice to Proceed due to a delay in receiving signed agreements, bonds, and insurance certificates from CONTRACTOR in the form required by the Contract Documents, the Contract Times will not be extended.

Where the CONTRACTOR is prevented from starting to perform the work due to delay in issuance of Notice to Proceed beyond the control of the CONTRACTOR, the Contract Times will be extended in an amount equal to the time lost due to such delay, and such extension of the Contract Times shall be CONTRACTOR's sole and exclusive remedy for such delay.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER

One Thousand dollars (\$ 1,000)

for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER

Two Thousand Five Hundred dollars (\$2,500)

for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract

Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the attached Bid Proposal, said sum being

(_____) (\$_____).
(use words) (use figures)

As provided in Paragraph 11.9 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.9 of the General Conditions.

SECTION 00 61 13.13 - PERFORMANCE BOND
FOR
PALENSKY WILDLIFE UNDERPASS PROJECT
FOR
COLUMBIA RIVER ESTUARY STUDY TASKFORCE

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto Owner, a Corporation in the State of Oregon, hereinafter called the OBLIGEE, in the penal sum of

_____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the ____ day of _____, 20__ the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

**PALENSKY WILDLIFE UNDERPASS PROJECT
COLUMBIA RIVER ESTUARY STUDY TASKFORCE**

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for each contract and shall not permit any lien or claim to be filed or prosecute against the OBLIGEE on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Industrial Accident Fund and all contributions or amounts due the State Unemployment Compensation Trust Fund incurred in the performance of said contract and shall

promptly, as due, make payment to the person, co-partnership, association or corporation entitled thereto of the moneys and sums mentioned in Sections 279B.220, 279C.500, 279C.505, 279C.515, 279C.520, 279C.530 and 279C.540 of the Oregon Revised Statutes, then this obligation is to be void, otherwise to remain in full force and effect.

This performance bond shall also guarantee the improvement against defects in materials or workmanship for a period of one (1) year from the date of written acceptance of the subject project by the OBLIGEE.

The total amount of the SURETY's liability under this bond both to the OBLIGEE and to the persons furnishing labor or materials, provisions and goods and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of the obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279C, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety company executing BOND must be authorized to transact business in the State of Oregon.

SECTION 00 61 13.14 – PERFORMANCE BOND - EMERGENCY ROAD REPAIR
FOR
PALENSKY WILDLIFE UNDERPASS PROJECT
FOR
COLUMBIA RIVER ESTUARY STUDY TASKFORCE

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto the Oregon Department of Transportation (ODOT), a department of state government of the State of Oregon, hereinafter called the OBLIGEE, in the penal sum of **Three Hundred Thousand Dollars (\$300,000)** for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the ____ day of _____, 20____ the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

**PALENSKY WILDLIFE UNDERPASS PROJECT
COLUMBIA RIVER ESTUARY STUDY TASKFORCE**

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things undertaken to be performed under said contract upon the terms proposed therein and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for each contract and shall not permit any lien or claim to be filed or prosecute against the OBLIGEE on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Industrial Accident Fund and all contributions or amounts due the State Unemployment Compensation Trust Fund incurred in the performance of said contract and shall promptly, as due, make payment to the person, co-partnership, association or corporation entitled thereto of the moneys and sums mentioned in Sections 279B.220, 279C.500, 279C.505, 279C.515, 279C.520, 279C.530 and 279C.540 of the Oregon Revised Statutes, then this obligation is to be

void, otherwise to remain in full force and effect.

This emergency road repair bond shall also guarantee the improvement against defects in materials or workmanship for a period of one (1) year from the date of written acceptance of the subject project by the OBLIGEE.

The total amount of the SURETY's liability under this bond both to the OBLIGEE and to the persons furnishing labor or materials, provisions and goods and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of the obligation shall not apply to any money loaned or advanced to the PRINCIPAL or to any subcontractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279C, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the _____ day of _____, 20__.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety company executing BOND must be authorized to transact business in the State of Oregon.

**SECTION 00 61 13.16 – PAYMENT BOND
FOR
PALENSKY WILDLIFE UNDERPASS PROJECT
FOR
COLUMBIA RIVER ESTUARY STUDY TASKFORCE**

AMOUNT \$ _____

BOND NO. _____

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereinafter called
(Name of Contractor)

the PRINCIPAL, as Principal, and _____,
(Name of Surety)

a corporation and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in the State of Oregon, hereinafter called the SURETY, as Surety, are held and firmly bound unto Owner, a Corporation in the State of Oregon, hereinafter called the OBLIGEE, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

_____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

Whereas on the _____ day of _____, 2022 the PRINCIPAL entered into a certain contract with the OBLIGEE, a copy of which is hereto attached and made a part hereof for the construction of:

**PALENSKY WILDLIFE UNDERPASS PROJECT
COLUMBIA RIVER ESTUARY STUDY TASKFORCE**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal

law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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 this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: the PRINCIPAL, the OBLIGEE, or the SURETY above named within 120 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OBLIGEE, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of 1 year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the contract shall include any alteration, addition, extension or modification of any character whatsoever.

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts each one of which shall be deemed an original, this the _____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL:

SURETY:

(Corp. Seal)

(Corp. Seal)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Power of Attorney)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety company executing BOND must be authorized to transact business in the State of Oregon.