



City of St. Helens *Engineering Department*

2024 PAVEMENT PATCHING PROJECT **Project No. R-718**

Bid Documents



BIDS DUE: July 9, 2024, 2:00 PM

City of St. Helens City Hall, 265 Strand Street, St. Helens, Oregon 97051

City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
(503) 397-6272

PROJECT RELEASE DATE: June 19, 2024

BID DOCUMENTS

FOR

2024 PAVEMENT PATCHING PROJECT
PROJECT NO. R-718

CITY OF ST. HELENS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
265 STRAND STREET
ST. HELENS, OREGON, 97051
(503) 397-6272

JUNE 2024

INTRODUCTION AND TABLE OF CONTENTS

Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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..... Separately Bound

PART 4: CITY OF ST. HELENS ENGINEERING STANDARDS MANUAL

..... Separately Bound

In the event of a conflict, Supplementary Conditions control over all Standard Specifications and other Contract Documents. To the extent Standard Specifications and other Contract Documents conflict, the more restrictive requirement or provision shall control, except where otherwise noted in the Contract Documents, addenda, or amendment.

PART 5: SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS

.....See Technical Specifications Table of Contents

PART 6: SUPPLEMENTARY INFORMATION

Bidder's Checklist
Project Documentation Checklist

PART 7: CONSTRUCTION DRAWINGS

..... Separately Bound

**NOTICE TO CONTRACTORS / INVITATION TO BID
CITY OF ST. HELENS ENGINEERING DEPARTMENT**

2024 PAVEMENT PATCHING PROJECT, PROJECT NO. R-718

Notice is hereby given that Sealed Bids for furnishing all materials, equipment, labor, and services for the **2024 PAVEMENT PATCHING PROJECT, PROJECT NO. R-718** for the City of St. Helens (City) will be accepted by the City Administrator at St. Helens City Hall, 265 Strand Street, St. Helens, Oregon until **2:00 pm July 9th, 2024**. All bids received on or before this date and time and in proper form will be publicly opened and read in the Columbia Room at the time set forth above as the deadline for receipt of bids, and thereafter bid documents, shall be made available for public inspection. Bids received after this date and time will not be considered. First-tier Subcontracting Disclosure forms, per the instructions to bidders, are due within two (2) working hours after the bid submission deadline.

Prequalification of Contractors and/or Subcontractors is is not required.

No Pre-Bid Conference is scheduled for this project.

The General Character of the Work under this Contract includes approximately 1,585 square feet of asphalt pavement at seventeen patching locations with various areas and dimensions. Work includes the installation, maintenance, and removal of temporary traffic control and erosion control measures.

The Solicitation Schedule and Deadlines are generally as follows:

BID SUBMISSION DEADLINE/BID OPENING: 2:00 pm, July 9th, 2024

Anticipated City Council Award: July 17, 2024

Anticipated Notice to Proceed: July 29, 2024

Project Final Completion: September 30, 2024

Contract Documents, including plans and specifications, may be examined after 2:00 pm June 19, 2024, at the following offices:

City of St. Helens City Hall	265 Strand Street, St. Helens, OR 97051	503-397-6272
Dodge Data & Analytics	3461 NW Yeon Ave., Portland, OR 97210	253-539-9335
Oregon Contractors Plan Center	5468 SE International Drive, Milwaukie, OR 97222	503-650-0148
Daily Journal of Commerce	www.djcoregon.com	503-274-0624
SW Washington Contractors Association	7017 NE Hwy. 99, Suite #214, Vancouver, WA 98665	360-694-7922
Premier Builders Exchange	1902 NE 4th Street, Bend, OR 97701	541-389-0123
Salem Contractors Exchange Plan Center	2256 Judson St. SE, P.O. Box 12065, Salem, OR 97309	503-362-7957
Seattle Daily Journal of Commerce	www.plancenter.com	206-219-6481

Copies of Contract Documents, including plans and specifications may be obtained on or after June 19, 2024 at St. Helens City Hall 265 Strand Street, St. Helens, Oregon for a nonrefundable fee of forty-five dollars (\$45.00) per set. If ordered by mail, add a ten-dollar (\$10.00) processing and mailing charge. Plans may also be downloaded at no cost on the City's website at <https://www.sthelensoregon.gov/rfps>.

Bids shall only be considered valid if Bidder is listed on the City's Official Plan Holder List. The purchase of project Plans and Specifications from the City will place the Bidder on the Official Plan Holder List. Bidders who acquire Plans and Specifications from a website or a plan center must contact the City at (503) 397-6272 and request to be placed on the City's Official Plan Holder List for a nonrefundable fee of ten dollars (\$10.00).

The City reserves the right to make changes to the Notice to Contractors/Invitation to Bid and the resulting contract by written addenda, prior to the bid submission deadline and date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website, <https://www.sthelensoregon.gov/rfps>, and post the notice of addenda at City Hall. The addenda may be downloaded or picked up at City Hall. Check website and City Hall bulletin board frequently until the bid submission deadline because City may, in its discretion, provide additional notices.

No bid will be received or considered unless the bid is submitted in writing and received on the prescribed City Offer form, mailed or delivered to the City Administrator, City Hall, City of St. Helens, 265 Strand Street St. Helens, Oregon 97051 in a sealed envelope plainly marked on the outside of the envelope "SEALED BID" and specifying the project name, **2024 PAVEMENT PATCHING PROJECT, PROJECT NO. R-718**, and bearing the name and address of the bidder, the bidder's telephone number and the bid opening date. All bids must be prepared and signed in ink by an authorized representative. Facsimile bids will not be accepted. No bid will be received or considered unless the bid contains a statement by the bidder, as part of their bid, that Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148 (Davis- Bacon Act), as applicable. This project is for a public work and is subject to ORS 279C.800 to 279C.870, the Oregon Prevailing Wage Law.

No bid will be received or considered unless the bid contains a statement by the bidder, as part of their bid, identifying whether or not the bidder is a resident bidder as defined by ORS 279A.120.

Bidders are are not required to be licensed for asbestos removal under ORS 468A.720.

The successful bidder is required to obtain a City business license.

No bid will be received or considered unless the bidder is licensed by the Oregon Construction Contractor's Board or the State Landscape Contractors Board, whichever is applicable.

No bid will be received or considered unless the Offer is accompanied by a certified check, cashier's check, surety bond (bid bond), or irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the Contract and show proof that the Contractor has filed a public works bond in the amount of \$30,000 with Bureau of Labor and Industries (BOLI). Contractor will also be required to furnish evidence of insurance, including workers' compensation insurance before the Work shall commence.

The City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the Contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors/Invitation to Bid and City's public contracting rules. Additional evaluation criteria are as follows: **None Required**

Pursuant to ORS 279A.120, awards shall be subject to preference for products produced or manufactured in Oregon, providing that price, fitness and quality are equal. In determining the lowest responsible bidder, City shall add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state, as set forth in the chart located at www.oregon.gov/DAS/EGS/ps/Pages/RecipPref/detail_a_main_page.aspx The deadline to file a written protest or request, pursuant to Instruction to Bidders to change Contract terms, conditions or specifications is not less than ten (10) calendar days prior to the bid submission deadline. The bid submission deadline may be extended by the City to consider a protest or request.

Project Contacts: Alexander Bird, P.E., Project Manager, (503) 366-8223 or abird@sthelensoregon.gov; or Sharon Darroux, Engineering Manager, (503) 366-8243 or sdarroux@sthelensoregon.gov

The City of St. Helens requires all contractors to comply with the City's adopted Nondiscrimination and Equal Opportunity Policies, a copy of which can be obtained from the City Project Manager, supra. The City's programs, services, employment opportunities, volunteer positions and contracts are open to all persons without regard to race, color, religion, sex, sexual orientation, national origin, marital status or age if the individual is 18 years of age or older. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the Work under this Contract, including, without limitation, ORS chapter 279A-C, and Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor shall certify that the Contractor has not discriminated against minorities, women or emerging small businesses in obtaining any required subcontracts.

Part 1

Bid Documents

**2024 PAVEMENT PATCHING PROJECT,
PROJECT NO. R-718
FIRM OFFER (BID) AND SCHEDULE OF PRICES**

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON, AS STATED IN THE COMPLETED SCHEDULE OF PRICES, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ST. HELENS, CITY HALL, 265 STRAND STREET, ST. HELENS, OREGON 97051.

NAME OF BIDDER: _____
CONTACT: _____
ADDRESS: _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

To the Honorable Mayor and City Council
City Hall
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

In response to competitive bidding, this FIRM OFFER is submitted as an offer by the undersigned to enter into a contract with the City of St. Helens for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the construction of this Project for the City of St. Helens, Oregon, as shown in the Contract Documents on file at City Hall, 265 Strand Street, St. Helens, Oregon, and which are a condition of this Offer as though they were attached. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of St. Helens to the terms and prices herein submitted.

1. The undersigned has familiarized themselves with the nature and extent of the Contract Documents, project Work, site, locality, general nature of Work to be performed by City or others at the site that relates to the project Work required by the Contract Documents, local conditions, and federal state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project Work.
2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project Work as Contractor deems necessary for the performance and furnishing of the project Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
3. All of the Contract Documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed Work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the Contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of St. Helens, Oregon, using the form attached and agrees to be bound to the terms and conditions of said Contract and solicitation documents.
4. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they

shall have the same force and effect as though they were attached and they shall be accepted as part of the Contract when issued.

5. The undersigned agrees that upon written acceptance of this bid s/he/it will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he/it will provide the following in order to execute the Contract:

- Performance Bond and Payment Bond, both in the amount equal to 100% of the awarded Contract;
- Proof of filing of a Public Works Bond in the required statutory amount with BOLI
- Certificates of Insurance for all required insurance coverages;
- Certificates of Coverage for Workman Compensation and unemployment insurance; and
- All other bonds, permits, licenses, etc. as required in the Contract Documents.

6. The quantities stated in the Schedule of Prices are approximate only and payment will be made at the unit prices stated for the actual quantities incorporated in the completed Work. If there is an increase in the total payment for an item covered by a lump sum price, it shall be computed on the basis of extra work for which an increase in payment will have been earned; and if there is a decrease in a lump sum payment for any such items, it shall be made only as the result of negotiation between the undersigned and the City.

BID SCHEDULE 2024 PAVEMENT PATCHING PROJECT, PROJECT NO. R-718

Item No	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
1	Mobilization, Bonds, Insurance, and Demobilization	LS	1		
2	Temporary Work Zone Traffic Control	LS	1		
3	Erosion and Sediment Control	LS	1		
4	Pavement Patching – 4” Depth	SF	260		
5	Pavement Patching – 3” Depth	SF	1325		
TOTAL PRICE				\$	

**Abbreviations: LS: Lump sum LF: Linear Feet EA: Each CY: Cubic Yard SY: Square Yard*

The following base bid of _____ Dollars (\$ _____) is proposed for the project as described in the Contract Documents.

7. All items in the Schedule of Prices have been completed in full by showing a unit or lump sum price or prices for each and every item thereof. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.
8. The undersigned submits the unit prices as those at which he will perform the Work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
9. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant Work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "SCHEDULE OF PRICES".

- 24. The City of St. Helens may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.
- 25. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in the Solicitation and Contract Documents.
- 26. The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Schedule of Prices. **ADDENDA NUMBERED [REDACTED] THROUGH [REDACTED] HAVE BEEN REVIEWED.**
- 27. Bidder information and signature.

NAME OF BIDDER

BIDDER IS A RESIDENT OF THE STATE OF _____
(See ORS 279A.120)

CONSTRUCTION CONTRACTORS BOARD LICENSE NO _____

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE

DATE BID IS SIGNED

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

2024 PAVEMENT PATCHING PROJECT

Project No. R-718

City of St. Helens, Oregon

Person designated to receive form: John Walsh, City Administrator Phone #: 503-397-6272

BID SUBMISSION DEADLINE Date: July 9, 2024 Time: 2:00pm AM PM

If the bid is more than \$100,000 this form must be submitted at the location specified in the Invitation to Bid on the advertised bid submission deadline and within two (2) working hours after the advertised bid submission deadline.

List below the Name, Dollar Value and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, or \$15,000 whichever is greater (including all alternates). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award. THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

Deliver form to: City Administrator
City Hall, City of St. Helens
265 Strand Street
St. Helens, OR 97051

Form Submitted by (Bidder Name): _____

Contact Name: _____ Phone Number: _____

FIRST TIER SUBCONTRACTORS

Each first-tier subcontractor must disclose the following information before the Notice To Proceed shall be issued:

(Make additional copies as needed for each subcontractor)

Subcontractor/Address: _____

For: _____

\$ _____

Builders Board No. _____ Expires _____

Worker's Comp. Verified: Yes No

Insurance Company _____ Policy No. _____ Expires _____

City of St Helens Business License _____

**CITY OF ST. HELENS
STANDARD PUBLIC IMPROVEMENT CONTRACT
BID BOND SURETY**

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "PRINCIPAL", and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "SURETY",

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (OBLIGEE) the sum of:
(\$ _____)

_____ Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the **2024 PAVEMENT PATCHING PROJECT**, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such Contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract Documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20_____.

Surety

Principal

Address

Address

By: _____
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

By: _____ Attorney-in-Fact

Part 2

Contract Documents



**CITY OF ST. HELENS, OREGON
STANDARD PUBLIC IMPROVEMENT
CONTRACT**

2024 PAVEMENT PATCHING PROJECT

Project No. R-718

This Contract is between the CITY OF ST. HELENS, a municipal corporation of the State of Oregon (City) and _____ (Contractor). The City's Project Manager for this Contract is Alexander Bird.

1. Effective Date and Duration

This Contract is effective on _____, 20____, or on the date at which every party has signed this Contract, whichever is later. The Work under this Contract shall, unless otherwise terminated or extended, be completed on or before September 30, 2024.

2. Statement of Work

General description of the Work and quantities:

The General Character of the Work, in summary form, for this Project includes but is not limited to: approximately 1,585 square feet of asphalt pavement at seventeen patching locations with various areas and dimensions. Work includes the installation, maintenance, and removal of temporary traffic control and erosion control measures.

The Work is fully described in the Contract Documents, which are hereby incorporated herein and made a part hereof by this reference. The statement of work, including the delivery schedule for the Work, is contained in **Exhibit A**. Contractor shall, at its own risk and expense, perform the Work described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of this Project for the City of St. Helens, Oregon, as shown in the Contract Documents. Contractor shall secure all Municipal, County, State, or Federal Permits or licenses including but not limited to payment of permit fees, license fees and royalties necessary or incident to performance of the Work on this Contract. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. Consideration

- a. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of _____ (\$ _____) for accomplishing all the Work required by this Contract and the Contract Documents.
- b. Any progress payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**, if applicable, and Section 21 of the Standard Terms and Conditions for Public Improvement Contracts.
- c. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Payment for Work performed after June 30 of any given year is subject to funds being appropriated by the St. Helens City Council. If funds are not appropriated, the City may terminate this Contract for convenience by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (Please Print): _____

Contact Name: _____ Phone: _____ Fax: _____

Address: _____

Social Security #: _____ St. Helens Business License #: _____

Federal Tax ID#: _____ State Tax ID #: _____

Construction Contractors Board #: _____

Citizenship: Nonresident Alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts and Exhibits A through J together with all other Contract Documents as described in Section 5 of the Standard Terms and Conditions For Public Improvement Contracts, and the separately bound 2021 Oregon Standard Specifications for Construction, and the City Public Facilities Construction Standards Manual, are an integral part of this Contract and agree to perform the Work described in the Contract Documents, including but not limited to Exhibit A, in accordance with the terms and conditions of this Contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon Tax Laws; I further certify that I am an independent contractor as defined in ORS 670.600.

Signed by Contractor:

Signature/Title Date

NOTICE TO CONTRACTOR: This Contract does not bind the City of St. Helens unless and until it has been executed by the Mayor after authorization by the City Council at a public meeting.

CITY OF ST. HELENS SIGNATURE

Approved: _____
Mayor Rick Scholl Date
Authorized by the full Council on _____

Attest: _____
City Recorder Date

Reviewed: _____
City Attorney Date

CITY OF ST. HELENS
STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

1. Contractor is Independent Contractor

- a. Contractor shall perform the Work required by this Contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the Work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means, methods or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means, methods and manner of performing the Work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit C.
- c. Contractor will be responsible for any federal, state or local taxes applicable to any compensation or payment paid to Contractor under this Contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this Contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the Work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent, if provided, shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of the Contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bid Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans entitled **2024 PAVEMENT PATCHING PROJECT, PROJECT R-718**, Construction Drawings, Standard Drawings, and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the Prevailing Wage (BOLI) if applicable AND any other separately bound reference, 2021 Oregon Standard Specifications for Construction, the City of St. Helens Engineering Department Public Facilities Construction

Standards Manual Appendix to St. Helens Community Development Code, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this Contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the Project Work.

7. Drug Testing

Contractor shall demonstrate to the City that it has a drug-testing program in place.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the performance bond, payment bond, public works bond and all required insurance documents approved, and a pre-construction meeting has been held with the Contractor's and City's key personnel. Notice to proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the Contract Date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project Work within five (5) days of the date of the written Notice to Proceed. Contractor is not to commence Work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project Work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project Work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The Contract Time will not be extended, nor will the Contractor be entitled to any additional compensation, if the Work is suspended pursuant to subsections (a), (b) or (c). If the Project Work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such suspension. The foregoing provision concerning compensation in the event of a suspension of Work of this Contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this Contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

The City may terminate this Contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for convenience.

The City may terminate this Contract in the event of a material breach of the Contract by the Contractor. Prior to such default termination, however, the City shall give to the Contractor written notice of the breach and the intent to terminate for default. If the Party has not cured the breach within 15 days of the date of the notice (or if the breach cannot be cured in 15 days, Contractor has provided a cure plan that has been accepted by City and is making substantial progress in curing), then the City may terminate the Contract for default by giving a written notice of termination for default.

Any termination for default that is found to be improper for any reason shall be converted to a termination for convenience and Contractor's remedies shall be limited as if the termination had been one for convenience at inception.

11. Payment on Early Termination

- a. If this Contract is terminated by mutual agreement, the City shall pay the Contractor for Work performed in accordance with the Contract prior to the termination date in an amount agreed to by the parties as part of the termination agreement. Contractor shall not be entitled to any amount for overhead or profit on uncompleted Work.
- b. If this Contract is terminated by the City for convenience, City shall pay the Contractor for Work properly completed before the termination for convenience, along with costs incurred by Contractor due to the termination. Contractor shall not be entitled to any amount for overhead or profit on uncompleted Work. Contractor shall remain liable for Work performed prior to the termination for convenience.
- c. If this Contract is terminated by the City for default due to a material, uncured breach by the Contractor, then the City shall pay the Contractor, if applicable, as provided Section 12, Remedies for Default. Contractor shall remain liable for Work performed prior to the termination for default.

12. Remedies for Default

In the event of a termination for default by City due to a material, uncured breach by the Contractor, payment to Contractor will be immediately suspended. The City may proceed to complete the Work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the excess procurement costs within 14 days of written demand. To the extent that the procurement costs are lower than the remaining unpaid balance under this Contract, the City shall pay such difference to Contractor. After notice of termination for default, the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment.

The remedies provided to the City under this Contract for a material, uncured breach by the Contractor shall not be exclusive. The City also shall be entitled to any other contractual, equitable or legal remedies that are available.

13. Access to Records

Contractor shall maintain and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of ten years after final payment. Contractor shall follow generally accepted accounting principles. Copies of applicable records shall be made available upon request at no charge to City. Failure to keep records for the required period shall be deemed a spoliation of evidence.

14. Ownership of Work Product

All work products of the Contractor that result from this Contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this Contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor for other than this Project is prohibited without the written consent of the City.

15. Compliance with Applicable Law

Contractor shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, and City contracting rules applicable to the work under this contract, including without limitation ORS Chapter 279A-C and specifically ORS 279A.110, 279A.120, 279A.125, 279C.365, 279C.370, 279C.375, 279C.380, 279C.505, 279C.510, 279C.515, 279C.520, 279C.525, 279C.527, 279C.528, 279C.530, 279C.540, 279C.545, 279C.555, 279C.560, 279C.565, 279C.570, 279C.580, 279C.585, 279C.600 to 279C.625, 279C.650 to 279C.670, and ORS 279C.800 to 279C.870, if applicable.

- a. Contractor shall:
 - 1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract;
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract;
 - 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished;
 - 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
 - 5) Demonstrate that an employee drug testing program is in place;
 - 6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
 - 7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- b. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the Contract as the claim becomes due, City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.

- c. If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from City, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

- d. If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- e. Paying a claim in the manner authorized (b) through (d) above does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim .

- f. No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
 - 1)
 - i. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - ii. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - 2) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

- g. Contractor shall give notice in writing to employees who work on Work covered by the Contract, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- h. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- i. Contractor shall comply with ORS 656.017 unless exempt under ORS 656.126.
- j. The withholding of retainage by Contractor and its subcontractors shall be in accordance with ORS 701.420.
- k. In accordance with ORS 279C.560, unless City finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, City will approve the Contractor's written request to deposit bonds, securities or other instruments with the City or in a custodial account or other account satisfactory to City with an approved bank or trust company, to be held instead of cash retainage for the benefit of City. In such event, City will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to City and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as City may require to protect its interests. When City determines that all requirements for the protection of City's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor. If City accepts a surety bond from Contractor in lieu of retainage, Contractor shall accept like bonds from its subcontractors or suppliers from which Contractor has retainage. Contractor shall then reduce the moneys Contractor holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.
- l. City shall make progress payments on the Contract monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by City. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. City shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by City, whichever is the earlier date. The rate of interest charged to City on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from Contractor or 15 days after the payment is approved by City, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. City shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Contract. City will not require Contractor to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, City shall so notify Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven days of being notified by City, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment

submitted to City or pay document provided by City to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between City and Contractor.

- m. City will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, City may (but is not required) reduce the amount of the retainage and City may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Contract is completed if, in City's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, and the application shall include written approval of Contractor's surety. However, when the contract work is 97.5 percent completed, City may, at the City's sole discretion and without application by Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by Contractor, the City shall respond in writing within a reasonable time. The retainage held by City shall be included in and paid to Contractor as part of the final payment of the Contract Price. City shall pay to Contractor interest at the rate of 1.5 percent per month on the final payment due Contractor, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor shall notify City in writing when the contractor considers the work complete and Owner shall, within 15 days after receiving the written notice, either accept the work or notify Contractor of work yet to be performed on the Contract. If City does not, within the time allowed, notify Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.
- n. Contractor shall include in each subcontract for property or services the Contractor enters into with a subcontractor, including a material supplier, for the purpose of performing this Contract:
 - 1) A payment clause that obligates Contractor to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to Contractor under the Contract.
 - 2) A clause that requires Contractor to provide subcontractor with a standard form that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor.
 - 3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (i) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
 - 4) An interest penalty clause that obligates Contractor, if the Contractor does not pay the subcontractor within 30 days after receiving payment from City, to pay subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph 1) of this subsection. Contractor or subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or subcontractor did not make payment when payment was due is that Contractor or subcontractor did not receive payment from City or Contractor when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).
- o. Contractor shall, in each of the Contractor's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (n) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

The requirements applicable to contractors set forth in these sections are all incorporated into this contract by this reference as though set forth herein in their entirety. Contractor also expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990,

as amended (iv) ORS 659A.142, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part as if set forth herein in its entirety.

16. Licensing with Construction Contractor's Board

The Contractor hereby certifies that the Contractor is licensed with the Construction Contractors Board in accordance with ORS 701.021 to 701.042 and, further, that all subcontractors performing work under this contract, unless exempt, shall also be licensed with the Construction Contractors Board before the subcontractors commence work under the contract.

17. Prevailing Wages

Contractor expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to Contractor's Work in accordance with ORS 279C.800 et seq. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: www.oregon.gov/BOLI/WHD/PWR/pwr_state.shtml. A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the following site: www.oregon.gov/ODOT/HWY/SPECS/wages.shtml. Contractor's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

Contractor shall have a public works bond filed with the Construction Contractors Board and shall provide Owner with a copy of such bond before starting work unless Contractor is exempt under ORS 279C.836(4), (7), (8) or (9). Contractor shall include a similar provision in any subcontract.

Contractor shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.

Contractor shall furnish to City a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each proceeding weekly payroll period, for itself and all subcontractor who are required to submit such certified statements under ORS 279C.845. If Contractor has failed to timely submit a required certified statement, City, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to Contractor until Contractor provides the required certified statement.

18. Change Orders/Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City Council or designated Contracting Officer with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the Contract Price or Contract Time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Contractor without express and prior authorization of the City.

If Contractor proposes an alternative material, process or system to City, or supplies City with specifications or plans for use in the Project, Contractor warrants to City that such alternative material, process or system is adequate, accurate,

complete, fit for its intended purpose, and, if accepted by City, that an acceptable result will be achieved. Contractor, at its own cost, will remedy, any Work that violates this warranty until an acceptable result is achieved.

19. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

20. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City one hundred fifty dollars per day (\$150/day) for each and every day that elapses in excess of the Contract Time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the Contract Time has expired shall in no way operate as a waiver on the part of the City or any of its rights under this Contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of Contractor.

21. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with the Contract Documents, in accordance with generally accepted practices and standards, as well as in accordance with the requirements of applicable federal, state, and local laws. Acceptance of Contractor's work by City shall not operate as a waiver or release.

The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the Work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this Contract, including the negligent professional acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. This indemnity provision excludes liability arising out of the sole negligence of the City and its employees.

The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, to the Engineer, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury.

Contractor waives any and all statutory or common law rights of defense and indemnification by the City.

Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process.

If any aspect of the above indemnities shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall be stricken to the extent illegal or invalid, with the remaining terms continuing to be valid, and such shall not affect the validity of the remainder of this indemnification.

Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

22. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in Exhibit B. All costs for such insurance shall be borne by the Contractor and shall be included in the Contract Price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is a material breach and cause for default termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

23. Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish Performance and Payment Bonds written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract Price based upon the estimate of quantities or lump sum as set forth in the Contract. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the warranty obligation of Section 24, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bonds or other financial assurance is subject to approval by the City.

24. Two-Year Warranty

- a. In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks or failures of the Work occurring within two years following the date of final completion due to faulty or inadequate materials or workmanship. Contractor shall also repair any damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year warranty period shall, with relation to such required repair, be extended two years from the date of completion of such repair.
- b. If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. If Contractor, after two attempts, fails to make all necessary repairs and replacements to remedy, in a manner satisfactory to the City, any identified defect, break or failure of the Work, Contractor will be deemed to be in breach of warranty and City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

25. Nondiscrimination in Labor

Contractor shall comply with provisions of City's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status or age if

the individual is 18 years of age or older, or because of the race, color, religion, sex, sexual orientation, national origin, marital status or age of any other person with whom the individual associates, or because of an individual's juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262 or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

26. Environmental Regulations

- a. Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract.

Federal Agencies:

- Agriculture, Department of Forest Service, Soil Conservation Service
- Defense, Department of Army Corps of Engineers Energy, Department of
- Federal Energy Regulatory Commission Environmental Protection Agency
- Health and Human Services, Department of
- Housing and Urban Development, Department of
- Solar Energy and Energy Conservation Bank
- Interior, Department of
- Bureau of Land Management, Bureau of Indian Affairs , Bureau of Mines , Bureau of Reclamation
- Geological Survey, Minerals Management Service
- U.S. Fish and Wildlife Service
- Labor, Department of Mine Safety and Health Administration Occupational Safety and Health Administration
- Transportation, Department of Coast Guard
- Federal Highway Administration
- Water Resources Council

State Agencies:

- Administrative Services, Department of
- Agriculture, Department of Columbia River Gorge
- Commission Consumer & Business Services, Department of
- Oregon Occupational Safety & Health Division
- Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Parks and Recreation, Department of
- Soil and Water Conservation Commission
- State Engineer
- State Land Board (Lands, Division of State)
- Water Resources Department

Local Agencies:

- City of St. Helens City Council
- City Councils
 - County Courts
 - County Commissioners of Columbia County
 - Port Districts
 - County Service Districts
 - Sanitary Districts
 - Water Districts
 - Fire Protection Districts
 - Historical Preservation Commissions
 - Planning Commissions

If the Contractor awarded the project is delayed or must undertake additional Work by reason of the enactment of new statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of

environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

- i. Terminate the contract;
 - ii. Complete the work itself;
 - iii. Use non-city forces already under contract with the City;
 - iv. Require that the underlying property owner be responsible for cleanup;
 - v. Solicit bids for a new contractor to provide the necessary services; or
 - vi. Issue the Contractor a change order setting forth the additional work that must be undertaken.
- b. The solicitation documents make specific reference to known conditions at the construction site that may require the Contractor to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the Contractor and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, Contractor shall immediately give written notice of the condition to the City. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in this section without written direction from City. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the City for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:
- i. Terminate the contract;
 - ii. Complete the work itself;
 - iii. Use non-city forces already under contract with the City;
 - iv. Require that the underlying property owner be responsible for cleanup;
 - v. Solicit bids for a new contractor to provide the necessary services; or
 - vi. Issue the Contractor a change order setting forth the additional work that must be undertaken.
- c. If the City chooses to terminate the contract under this section, the termination shall be treated as a termination for convenience with Contractor's remedies so limited. If the contracting agency causes work to be done by another contractor, Contractor may not be held liable for actions or omissions of the other contractor. If a change order is issued, the change order shall include an appropriate extension of Contract Time and compensate the Contractor for additional costs reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the Contractor's bid documents when making the contracting agency's determination of any additional compensation due to the Contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks with specificity in the solicitation documents.

27. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that Work or materials do not conform in fact to the Contract Documents. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach. All waivers by City must be in writing and signed by City.

28. Errors

The Contractor shall perform such additional work as may be necessary to correct its errors in the Work without undue delays and without additional cost.

29. Governing Law

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of St. Helens, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Columbia County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon (Portland).

30. Severability

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

31. Attorney’s Fees

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, its reasonable attorney’s fees and expert expenses.

32. Business License

The Contractor shall obtain a City of St. Helens business license as required by City Ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one herein.

33. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City: City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051
(503) 397-6272

Contractor:

And when so addressed, shall be deemed received three (3) days after deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

34. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

35. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO

UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



**2024 PAVEMENT PATCHING PROJECT
PROJECT NO. R-718**

LIST OF EXHIBITS

EXHIBIT A	STATEMENT OF WORK, COMPENSATION, AND PAYMENT SCHEDULE
EXHIBIT B	PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS
EXHIBIT C	CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
EXHIBIT D	BONDS (PAYMENT AND PERFORMANCE)
EXHIBIT E	CERTIFICATE OF SUBSTANTIAL COMPLETION
EXHIBIT F	CERTIFICATE OF COMPLIANCE
EXHIBIT G	CONTRACTOR'S RELEASE OF LIENS AND CLAIMS
EXHIBIT H	CERTIFICATE OF FINAL COMPLETION
EXHIBIT I	INSTRUCTIONS TO BIDDERS
EXHIBIT J	OREGON PREVAILING WAGE RATES

EXHIBIT A

STATEMENT OF WORK, COMPENSATION and PAYMENT SCHEDULE



**See Plans and Specifications titled
2024 PAVEMENT PATCHING PROJECT
PROJECT NO. R-718**

EXHIBIT B

PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the Contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this Contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

The Contractor shall defend, indemnify and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 or \$3,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

Required by City Not required by City
(Mayor signature required)

By: P.M. _____

Mayor _____

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 or \$3,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Required by City Not required by City
(Mayor signature required)

By: P.M. _____

Mayor _____

Builders Risk (*Check here if required*) insurance during construction to the extent of 100 percent of the value of the Work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this Contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing Work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT C

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date
--------	-----------	------

B. CONTRACTOR IS INDEPENDENT

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an “independent contractor” if the standards of ORS 670.600 are met.

Contractor and Project Manager certify that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is licensed under ORS chapter 701, if the Contractor provides labor or services for which such license is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represents to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check all of the following that apply (must be a minimum of four):)

- The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.
- Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.
- Telephone listing is used for the business that is separate from the personal residence listing.
- Labor or services are performed only pursuant to written contracts.
- Labor or services are performed for two or more different persons within a period of one year.

Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of St. Helens, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor Signature _____ Date _____

Project Manager Signature _____ Date _____

EXHIBIT D

BONDS





**CITY OF ST. HELENS
STANDARD PUBLIC IMPROVEMENT
CONTRACT PAYMENT BOND**

Bond No.: _____
Project Name 2024 PAVEMENT PATCHING PROJECT
and No.: Project No. R-718

_____ (Surety) Bond Amount \$ _____
_____ (Surety) Bond Amount \$ _____

Total Penal Sum of Bond \$ _____

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **“PRINCIPAL,”** and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact surety business in the State of Oregon, as **“SURETY,”** and,

We, the above named Principal and Surety(ies), hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (**OBLIGEE**) the sum of (\$ _____) (_____) dollars, lawful money of the United States. [Provided, we the Sureties bind ourselves in such sum “Jointly and Severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety above), and

WHEREAS, the Principal has entered into a Contract with the City of St. Helens, the specifications, terms and conditions of which are contained in the Contract Documents for the above identified Project; and

WHEREAS, the terms and conditions of the Contract Documents, as defined in the Contract, are made a part of this performance bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans, specifications, and schedule of contract prices which are set forth in the contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the

sureties, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS 279C.500 to 279C.530, and shall indemnify and save harmless the City of St. Helens, Oregon, its officers, employees, agents and assigns, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the Work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractor in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Contractor by the laws of this State, and the laws of the City of St. Helens, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of St. Helens be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dates this _____ day of _____, 20_____.

Surety

By: _____
(Attorney-in-Fact) (Address) (Telephone)

Principal

By: _____
(Address) (Telephone)



**CITY OF ST. HELENS
STANDARD PUBLIC IMPROVEMENT
CONTRACT PERFORMANCE BOND**

Bond No.: _____
Project Name 2024 PAVEMENT PATCHING PROJECT
and No.: Project No. R-718

_____ (Surety) Bond Amount \$ _____
_____ (Surety) Bond Amount \$ _____

Total Bond Amount \$ _____

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **"PRINCIPAL,"** and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact surety business in the State of Oregon, as **"SURETY,"** and,

We, the above named Principal and Surety(ies), hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (**OBLIGEE**) the sum of (\$ _____) (_____) dollars, lawful money of the United States. [Provided, we the Sureties bind ourselves in such sum "Jointly and Severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety above), and

WHEREAS, the Principal has entered into a Contract with the City of St. Helens, the specifications, terms and conditions of which are contained in the Contract Documents for the above identified Project; and

WHEREAS, the terms and conditions of the Contract Documents, as defined in the Contract, are made a part of this performance bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans, specifications, and schedule of contract prices which are set forth in the contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the

sureties, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS 279C.500 to 279C.530, and shall indemnify and save harmless the City of St. Helens, Oregon, its officers, employees, agents and assigns, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall in all respects perform said Contract, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Contractor by the laws of this State, and the laws of the City of St. Helens, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of St. Helens be obligated for the payment of any premiums.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dates this _____ day of _____, 20_____.

Surety

By: _____
(Attorney-in-Fact) (Address) (Telephone)

Principal

By: _____
(Address) (Telephone)



EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. R-718 ENGINEER'S Project No. N/A

2024 PAVEMENT PATCHING PROJECT

CONTRACTOR: _____

Contract For: _____ Contract Date _____

This Certificate of Substantial Completion applies to:

- All Work under the Contract Documents, or
- To the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____ DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ Days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

Effective as of the last date set forth below, the responsibilities between CITY and CONTRACTOR shall be as follows:

- | | | |
|-------------|--|--|
| Security | <input type="checkbox"/> City | <input checked="" type="checkbox"/> Contractor |
| Operation | <input checked="" type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Safety | <input type="checkbox"/> City | <input checked="" type="checkbox"/> Contractor |
| Maintenance | <input checked="" type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Heat | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Utilities | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Insurance | <input type="checkbox"/> City | <input type="checkbox"/> Contractor |
| Warranties | <input type="checkbox"/> City | <input checked="" type="checkbox"/> Contractor |

Other Responsibilities:

City		Contractor

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20_____

By: _____

CITY accepts this Certificate of Substantial Completion on _____, 20_____

By: _____

File:



EXHIBIT F
CERTIFICATE OF COMPLIANCE

2024 PAVEMENT PATCHING PROJECT

CIP Number: Project No. R-718

Contractor: _____

I, (We) hereby certify that all Work has been performed and materials supplied in accordance with the plans, specifications and Contract Documents for the above Project, and that:

1. Not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.
2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.
3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.
4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.
5. All private property and easement areas have been satisfactorily restored in accordance with the Contract.
6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor: _____

By: _____ Date _____

Title: _____



EXHIBIT G

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS [PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

To: City of St. Helens
265 Strand Street
St. Helens, OR 97051

From: _____

PROJECT: 2024 PAVEMENT PATCHING PROJECT

PROJECT NO: R-718

In connection with our request for final payment for the above Project, I, _____, hereby state that:

- all subcontractors and suppliers on this Project have been paid in full, all obligations on the Project have been satisfied,
- all monetary claims and indebtedness on this Project have been paid, and all disputes with property owners have been resolved.
- There are no liens or claims of any kind outstanding or threatened against the Project.

Furthermore, I agree to indemnify and hold harmless City of St. Helens from any and all claims for labor or materials furnished under the Contract for the above Project.

SWORN STATEMENT

I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct as I verily believe.

Dated this _____ day of _____, 20_____.

Contractor:

By: _____
Title: _____

STATE OF OREGON

)
) ss

County of _____)

On this _____ day of _____, 20_____, before me personally appeared

_____ Whom I know personally

_____ Whose identity proved on the basis of

_____ Whose identity I proved on the oath/affirmation of

_____, a credible witness to be the signer of the above document, and he/she

acknowledged that he/she executed the same under oath/affirmation.

Notary Public for Oregon



EXHIBIT H

CERTIFICATE OF FINAL COMPLETION

Project Number: R-718

Project: 2024 PAVEMENT PATCHING PROJECT

Contractor: _____

Contract Signed: _____ Contract Expires: _____

Contract Completed: _____ Delinquent: _____

I hereby certify that I have completed my Contract, furnished the materials, and performed the Work as shown by the final estimate, according to the Contract Documents.

Contractor Title Date

The City has determined the Project is 100% complete in compliance with all Contract Documents.

Inspector/Supervisor Date

Project Engineer Date

City of St. Helens City Administrator Title Date

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.



EXHIBIT I

INSTRUCTION TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts which incorporate the Public Works Standards of the City of St. Helens into the contract documents of a project. The OAR provisions control over any conflicting language in the Public Works Standards and the OAR provisions are incorporated herein by this reference.

1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of St. Helens Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

3. BID PROVISIONS

- a. Each bid must contain a completed Bid including the following:
 - A. A Bid and Schedule of Prices.
 - B. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.
 - C. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.
 - D. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.
 - E. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
 - F. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal if applicable.
 - G. A statement that the bidder has a current and valid license with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.
 - H. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place.
 - I. First Tier Subcontractor form for the project on the City form (physically received by City within 2 working hours of the bid submission deadline).
 - J. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.
 - K. Certification: Non-discrimination
 - L. Certification: No Conflict of Interest
 - M. Certification: Not ineligible for Public Works Contracts
- b. The City will not mail notice of addenda but will publish notice of any addenda on City's website and post the notice of addenda at City Hall at <https://www.ci.st-helens.or.us/rfps>. The addenda may be downloaded or picked up at City Hall. Check the website and City Hall bulletin board frequently until the bid submission deadline.
- c. No bid will be received or considered by the City of St. Helens unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage in the form of a BOLI document is included in the bid documents.

- d. Each Bidder must identify in the Bid whether the Bidder is a “resident bidder” as defined in ORS 279A.120.
- e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.
- f. No bid for a construction contract shall be received or considered by the City of St. Helens unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.
- g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.
- h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid submission deadline:

- A. The subcontractor’s name,
- B. The dollar value of the subcontract, and
- C. The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate “NONE” on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

THE CITY OF ST. HELENS MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE.

- i. Bid Security. No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of St. Helens), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City’s option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. **THE BIDDER SHALL HAVE THE SURETY USE THE SURETY BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.**

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

- A. Executed a formal contract;
- B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;
- C. Furnish proof of public works bond filed with BOLI; and
- D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of St. Helens of the Contract and Performance Bond and Payment Bond and furnishing proof of a public works bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specially provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

- j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
- k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

4. PREOFFER CONFERENCE AND PREQUALIFICATION OF BIDDERS

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. For example, the requirement for ODOT Prequalification reads as follows:

Bidders must be pre-qualified with the Oregon Department of Transportation or General Service per ORS 279C.435 to perform the type and size of work contemplated herein and shall submit, to the City upon request. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract.

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450, and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of St. Helens Ordinance 1392 as amended.)

5. FORM OF BID

- a. Bids shall be submitted in sealed envelopes to:
City Administrator
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
Attention: John Walsh

The outside of the transmittal envelope shall bear the following information:

- Name of Bidder
- Address and telephone number of Bidder
- Title of Project
- Date of opening
- The words "Sealed Bid"

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids

shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

- b. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids.
- c. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.
- d. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

6. LATE BIDS

Bids received after the scheduled bid submission deadline set forth in the invitation for bids will be rejected. Bids will be time and date stamped by City Hall personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

7. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Engineer at least ten (10) days, unless otherwise specified, before the scheduled bid submission deadline for submission of bids.

If, in the opinion of the Engineer, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled bid submission deadline for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at City Hall; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

- a. Prior to submitting a bid, it is the responsibility of each Bidder to:
 - A. Examine the plans, specifications and contract documents thoroughly.
 - B. Become fully informed as to the quality and quantity of materials and the character of the work required.
 - C. Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.
 - D. Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations
 - E. Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.
 - F. Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.
 - G. Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

- b. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

- c. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

- d. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

- e. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these bid documents.

- f. Notice: It is further understood that a bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the contract or contract Special Provisions and if such conditions are not satisfied may result in termination of the contract.

9. FAMILIARITY WITH LAWS AND ORDINANCES

- a. The Bidder is presumed to be familiar with all Federal, State, and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

- b. No person may engage in any business within the City without first obtaining a City business license and paying the fee prescribed pursuant to City of St. Helens Ordinance. The Contractor and their

subcontractors shall obtain a City of St. Helens business license prior to beginning any work within the City of St. Helens.

10. UNIT BIDS

- a. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.
- b. Bidders must include in their bid prices the entire cost of each item of work set forth in the bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.
- c. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

- a. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. The bid will be irrevocable until such time as the City:
 - A. Specifically rejects the bid, and
 - B. Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

- b. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.
- c. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

12. MISTAKES IN BIDS

- a. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.
- b. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before award of the Contract, the City may take the following action:
 - A. City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:
 - 1) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;
 - 2) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

- 3) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.
- B. City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in Writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.
 - C. City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:
 - 1) The nature of the error;
 - 2) That the error is not a minor informality under this subsection or an error in judgment;
 - 3) That the error cannot be corrected or waived under subparagraph B of this subsection;
 - 4) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
 - 5) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
 - 6) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;
 - 7) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and
 - 8) That the Bidder promptly gave notice of the claimed error to the City.
 - D. The criteria in subsection C above shall determine whether a City will permit a Bidder to withdraw its Bid after the bid submission deadline. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.
 - E. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid, i.e., documents submitted with the Bid.

13. REJECTION OF BIDS

- a. The City may reject any bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.
- b. This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

- c. The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of St. Helens. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- d. When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.
- e. More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.
- f. **If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.**

14. BID PROTEST.

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Submission Deadline. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Bid Submission Deadline. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at \$1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.



EXHIBIT J

OREGON PREVAILING WAGE RATES

2024 PAVEMENT PATCHING PROJECT PROJECT NO. R-718

- i. Workers must be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- ii. If the Contractor fails to pay for labor and services, the City can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- iii. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- iv. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- v. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- vi. The Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(a); OAR 839-025-0020(2)(e)(A)
- vii. The Contractor is required to include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)

Applicable Oregon prevailing wage rates are contained in the publication, Prevailing Wage Rates for Public Works Contracts in Oregon effective as of the date the Bidding Documents are first advertised.

See Oregon Bureau of Labor and Industries website links at:
<http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>

PWR REQUIRED POSTINGS ALL CONTRACTORS AND SUBCONTRACTORS

PREVAILING WAGE RATES

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site, so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

WORK SCHEDULE

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **\$30,000 “PUBLIC WORKS BOND”** with the Construction Contractor’s Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be USED EXCLUSIVELY FOR UNPAID WAGES determined to be due by the Bureau of Labor and Industries (BOLI).
- The bond MUST be filed BEFORE STARTING WORK on a prevailing wage rate project.
- The bond is in effect CONTINUOUSLY (do not have to have one per project).
- BEFORE PERMITTING A SUBCONTRACTOR TO START WORK on a public works project, CONTRACTORS MUST VERIFY their subcontractors have either filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
 - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
 - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
 - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
 - For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
 - Emergency projects, as defined in ORS 279A.010(f).

ORS 279C.830(2) requires:

That the specifications for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

Every subcontract that a contractor or subcontractor awards in connection with a public works contract must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

Part 3

2021 Oregon Standard Specifications for Construction

[https://www.oregon.gov/odot/Business/Pages/Standard Specifications.aspx](https://www.oregon.gov/odot/Business/Pages/Standard_Specifications.aspx)

Part 4

**City of St. Helens
Engineering Standards
Manual Municipal
Code Title 18**

<https://www.codepublishing.com/OR/StHelens/>

Part 5

Special Provisions & Technical Specifications

Project #R-718
2024 PAVEMENT PATCHING PROJECT

TECHNICAL SPECIFICATIONS
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02700	SITE RESTORATION

DIVISION 7 - PAVEMENT

07100	ASPHALT CONCRETE PAVING
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SECTION 01100

SUMMARY OF WORK

1.1 GENERAL

These general requirements, special provisions, and technical specifications supplement and amplify certain sections of the Standard Terms and Conditions for Public Improvement Contracts, and Supplementary General Conditions. Work shall be in accordance with the 2021 or most current version of the Oregon Standard Specifications for Construction (OSSC), including all revisions at date of bid opening except as may be modified herein. These specifications shall apply in all particulars insofar as they are applicable to this project. In the case of discrepancy, unless noted herein, the more restrictive provisions shall apply.

1.2 SCOPE OF WORK

The work will include the removal and replacement of approximately 1,585 square feet of asphalt pavement at seventeen patching locations with various areas and dimensions. Work includes the installation, maintenance, and removal of temporary traffic control and erosion control measures.

The general outline of the principal features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all equipment, labor, and materials necessary to successfully complete the work required by the Contract Documents. The Contractor shall not change any material, design values, or procedural matters stated or approved herein, without informing the Engineer and receiving written approval of the change. Unapproved changes shall be considered unauthorized work and shall result in rejection and removal of work done with the unapproved materials or with an unapproved process at no cost to the City.

1.3 LOCATION OF WORK

Work on this project is located within the city limits of St. Helens, Oregon as shown on the vicinity map on Sheet G1 of the project plans.

1.4 INTENT OF WORK

The intent of the Work is to produce a complete and finished work, which the Contractor undertakes to do in full compliance with the Contract Documents and meet all specifications as described in these Contract Documents. It is not intended to mention every item of work in the specifications that can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the Contractor whether not it is expressly covered in the specifications. The Contractor shall do all work as provided in the plans, specifications, special provisions, bid and contract, and shall do such additional extra work as may be considered necessary to complete the work in a satisfactory manner acceptable to the City.

SECTION 01120

DEFINITIONS AND REGULATORY REQUIREMENTS

1.1 DEFINITIONS

In addition to the words and terms defined herein, the following shall be understood to have the meanings given:

- Owner/City City of St. Helens
- Engineer City of St. Helens
- Project Manager City of St. Helens
- Construction Inspector City of St. Helens
- County Columbia County
- Sewer District City of St. Helens
- Water District City of St. Helens
- Gas Company Northwest Natural Gas
- Power Company Columbia River PUD
- Telephone Company Century Link / Lumen
- Cable Company Comcast Cable
- Fire Department Columbia River Fire & Rescue

1.2 ABBREVIATIONS

- AASHTO American Association of State Highway and Transportation Officials
- ACI American Concrete Institute
- ADA Americans with Disabilities Act
- ANSI American National Standards Institute
- ASTM American Society for Testing and Materials
- AWWA American Water Works Association
- BOLI Oregon Bureau of Labor & Industries
- DEQ Department of Environmental Quality, State of Oregon
- EPA U.S. Environmental Protection Agency
- IBC International Building Code
- MUTCD Manual on Uniform Traffic Control Devices
- NACWA National Association of Clean Water Agencies
- NASSCO National Association of Sewer service Companies
- NEC National Electrical Code
- NESC National Electrical Safety Code
- OAR Oregon Administrative Rules
- ODOT Oregon Department of Transportation
- OR-OSHA Oregon Occupational Safety & Health Administration
- ORS Oregon Revised Statutes
- OSSC Oregon Standard Specifications for Construction
- UBC Uniform Building Code (as adopted by the State of Oregon)
- UMC Uniform Mechanical Code
- UPC Uniform Plumbing Code (as adopted by the State of Oregon)

1.3 CODE REQUIREMENTS

All work shall be done in strict compliance with the requirements and current revisions, as applicable, of:

- Oregon Standard Specifications for Construction (OSSC)
- Oregon Department of Transportation (ODOT)
- Uniform Plumbing Code
- Uniform Mechanical Code
- National Electric Code
- National Electric Safety Code
- City of St. Helens Engineering Standards Manual (Municipal Code Title 18)
- City of St. Helens Development Code
- State of Oregon Bureau of Labor and Industries (BOLI)
- Oregon Department of Environmental Quality (DEQ)
- Manual of Uniform Traffic Control Devices (MUTCD)
- American National Standards Institute (ANSI)
- American Water Works Association (AWWA)

In case of disagreement between these codes or specifications, the more restrictive shall prevail.

1.4 PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS

Prevailing wage rates apply for public works construction projects costing over \$50,000. If a project begins with a total project cost under \$50,000, but change orders increase the project cost to more than \$50,000, the entire project will be subject to the prevailing wage rate law, including all work already performed on the project. OAR 839-025-0100(1)(a).

For each labor classification, the Contractor shall abide by the requirements of the prevailing wage rates for the State of Oregon Bureau of Labor and Industries (BOLI), as required. Applicable Oregon prevailing wage rates are contained in the publication, Prevailing Wage Rates for Public Works Contracts in Oregon. Effective July 1, 2022. ORS 279C.830(1)(a). The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(4).

1.5 PERMITS, FEES, AND LICENSES

Unless provided for otherwise in these Contract Documents, all permits, licenses, and fees shall be obtained by the Contractor and all costs shall be borne by the Contractor. Contractor shall be responsible for compliance with all permit provisions and shall accommodate all special inspections required thereof, all at no additional expense to the City beyond prices as bid. Contractor and Subcontractors shall obtain required business licenses from the City of St. Helens. Contractor shall stay fully informed of all permits required by various jurisdictions having authority over the Work and shall also bear all costs of fines or claims arising from, or based on, the violation of permit requirements.

There will be no measurement of work performed under this section and all permit requirements will be considered incidental to the work and no separate payment will be made.

1.6 US MAIL SERVICE

Contractor shall comply and cooperate fully with the requirements of the local authority of the U.S. Postal Service to maintain mailboxes and uninterrupted mail service during construction.

1.7 ADDITIONS OR DELETIONS TO THE OSSC

1. Section 120.00. ADD: Pre-qualification is required. Bidders are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS701-055 (1), prior to submitting proposal.
2. Section 120.65. ADD: In the event that the product of a unit price and an estimated quantity do not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount(s) quoted, the individual item amounts shall govern the correct total and shall be deemed to be the amount bid.
3. Section 1150. ADD: Public Works Supervisor, Dave Elder, (503) 397-3532 must be notified 48 hours in advance to coordinate any taps and or water valve operation. The Contractor is not allowed to operate any water valves controlling flow to or from the City's potable water system.
4. Section 120.25. ADD: No subsurface information is available.
5. Section 280. ADD: In addition to the requirements stated, the Contractor shall provide to the City for review and approval prior to construction, a definitive procedure or system of watering for dust control. There will be no separate payment made for dust control and the costs therefore shall be borne by the Contractor.
6. Section 170.70. ADD: Insurance coverage shall be in the amount specified in the "STANDARD TERMS & CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS". The Contractor shall also protect the City, its officers, agents, and employees and name them as an additional insured party.
7. Section 170.65. ADD: The general wage decision provided is the latest information available. It is the Contractor's responsibility to establish the prevailing rate of wages, which is in effect ten (10) days prior to bid opening in Columbia County.
8. Section 170.10. ADD to the first paragraph the following: The Contractor shall also:
 - a. Pay all contributions or amounts due the Industrial Accidental Fund from such Contractor or subcontractor incurred in the performance of the contract.
 - b. Not permit any lien or claim to be filed or prosecuted against the City of St. Helens or subdivision thereof, on account of any labor or material furnished.
 - c. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
9. Section 180.41. ADD: The Contractor shall submit a written schedule prior to or at the pre-construction conference. The written schedule shall be updated on a weekly basis and submitted to the City for the duration of construction activities.

10. Section 195. ADD: Payment for Work. All parts of the work shown on the plans and not specifically identified in the proposal shall be considered incidental and, therefore, not subject to additional compensation.
11. Section 197.40. ADD: Invoices. Additive or deductive change orders, initiated after start of construction, shall generally be bound in form and submittal to the following requirements:
- a. Breakdown, from the general and/or subcontractor and/or supplier, shall be provided to the City indicating deductive costs by item or scope for labor, materials, equipment, permits, fees, and bonds.
 - b. Time logs shall indicate dates and times for work performed, and by whom; and labor costs provided shall be by man/by rate per prevailing wage certifications as submitted to Labor Department.
 - c. Breakdown, from the general and/or subcontractor and/or supplier, shall be provided to the City indicating additive costs by item or scope for labor, materials, equipment, permits, fees and bonds.
 - d. Mark-up for overhead, including permits and bonds, relative to direct or indirect additive costs by General Contractor or subcontractor shall not exceed the ten (10) percent of the additive work.
 - e. Profit relative to direct or indirect additive costs by General Contractor or subcontractor shall not exceed five (5) percent of the additive work.
 - f. Change orders shall first indicate deductive costs then additive costs by item or scope in this sequence...labor, materials, equipment, overhead, and profit.
12. Section 195.80. DELETE: Allowance for Materials on Left Hand.
13. Section 405. ADD: Excavation is classified as common.

SECTION 01200

PROJECT MEETINGS

1.1 PRE-BID CONFERENCE

No Pre-Bid Conference is scheduled for this project; however, Bidders are strongly encouraged to visit the project sites at any time during the bidding phase of the project at their convenience.

1.2 PRE-CONSTRUCTION CONFERENCE

Prior to Contractor mobilization, a mandatory Pre-Construction Conference will be scheduled by the City's Project Manager. Representatives of the City, Contractor, subcontractors, and appropriate utility representatives shall attend. The purpose of this meeting will be to review and discuss the proposed methods and practices for accomplishing the required work, job site procedures, roles and responsibilities, schedule, and other requirements of the Contract. Contractor shall submit a detailed construction schedule, list of emergency contacts, and list of subcontractors, and other required documentation listed on the Project Documentation Checklist of the Supplementary section of these Contract Documents before or at the meeting for discussion.

1.3 CONSTRUCTION PROGRESS MEETINGS

Regular project progress meetings may be scheduled by the City's Project Manager. Project progress meetings shall be attended by representatives of the City, the Contractor's project manager and jobsite superintendent. Progress meetings may, at a minimum, be held every 30 days after the start of construction and at a maximum be held every two weeks. The Project Manager may adjust frequency and location of meetings, as necessary. In general, progress meetings shall review work progress, discuss field observations, problems and conflicts, construction schedule, and other project business.

1.4 PROJECT WALKTHROUGH

When the project is nearing completion, the City's Project Manager will schedule a walkthrough to be attended by representatives of the City and Contractor. A final project punch list will be developed from the walkthrough in the form of a list of tasks or items that need to be fixed or completed before Final Acceptance.

1.5 PROJECT CLOSEOUT MEETING

The project closeout meeting will generally be held virtually and shall be attended by representatives of the City and Contractor. The purpose of the project closeout meeting is for the City and Contractor to review the project i.e., what went well, what were the challenges, and to identify the lessons learned and establish recommended future actions for future projects.

SECTION 01210

ROLES & RESPONSIBILITIES

1.1 OWNER'S AUTHORITY AND RESPONSIBILITIES

The City has full authority over the Work and shall identify a representative or representatives to act on its behalf with respect to the project.

A. The Engineer

The Engineer has full authority over the Work and its suspension. The Contractor shall perform all Work to the complete satisfaction of the Engineer. The Engineer's determination shall be final on all matters, including, but not limited to, the following:

- Quality and acceptability of materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents
- Payments due under the Contract

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Engineer and has been accepted in writing by the City. Interim approvals issued by the Engineer will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control.

The Engineer's decisions will be final and binding. The Engineer may pursue actions against the Contractor, including but not limited to the withholding of estimates and suspending the work for noncompliance of the Contract. The Engineer may suspend the work without suspending working day charges for noncompliance of the Contract.

Engineer's decisions and estimates shall be final.

B. Project Manager

The Project Manager, as the Engineer's representative, has the authority to enforce the provisions of the Contract. The Contractor shall direct all requests for clarification or interpretation of the Contract, in writing, to the Project Manager. Contract clarification or interpretation obtained from persons other than the Project Manager will not be binding on the City. The Project Manager shall have the authority to appoint inspectors and other personnel as required to assist in the administration of the Contract, to observe, test, inspect, approve, accept or reject work, and answer all questions arising under the terms of the Contract.

The Project Manager manages all aspects of the project, including reviewing and approving construction plans, changes in construction, submittals, shop drawings and supporting calculations, and ensuring project compliance with all codes and ordinances and established engineering standards. The Project Manager manages the project's bid process, holds bid conferences, pre-construction conferences, project meetings, evaluates bids, makes bid award recommendations, and reviews

contractor pay requests, coordinates work with Contractor and other agencies, resolves construction difficulties and problems and makes adjustments in original designs as needed; performs inspections, and oversees all aspects of project closeout.

C. Project Construction Inspector

The City Project Construction Inspector is authorized to represent the Engineer and Project Manager to perform the following:

- Inspect Work performed and materials furnished, including, without limitation, the preparation, fabrication, or manufacture of materials to be used
- Verbally reject defective materials and to confirm such rejection in writing
- By verbal order, temporarily suspend the Work for improper prosecution pending the Engineer's or Project manager's decision
- Monitoring both work progress and performance testing results
- Inform the city engineer of all proposed plan changes, material changes, stop work orders, or errors or omissions in the approved plans or specifications as soon as practical. Any revision to approved plans must be under the direction of the engineer. It shall be at the discretion of the city's project inspector as to whether the revision is significant enough to warrant review by the city engineering plan review/permits unit.

Project Construction Inspector is not authorized to:

- Accept Work or materials that do not conform to the Contract Documents
- Alter or waive provisions of the Contract
- Give instructions or advice inconsistent with the Contract Documents

1.2 CONTRACTOR'S AUTHORITY AND RESPONSIBILITIES

The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall ensure the completed work complies with the Contract Documents and shall supervise, direct, and control the work competently and efficiently. Contractor shall devote such attention thereto and applying such skill and expertise as necessary to perform the work in accordance with the Contract Documents and shall provide competent, qualified personnel to survey and lay out the work and to perform construction as required by the Contract Documents.

The Contractor shall do all work and furnish all labor, materials, equipment, tools, and machines necessary for the performance and completion of the project in accordance with Contract Documents within the specified time. Materials and construction details of forms, shoring, false work, and other structures built by the Contractor but not a part of the permanent project, shall meet approval of the Engineer, but such approval shall not relieve the Contractor from responsibility for their safety and efficiency.

The City shall not be liable or responsible for any accident, loss, or damage happening to work referred to in the Contract Documents prior to completion and acceptance thereof.

Contractor shall at all times maintain good discipline and order at the site. At the written request of the Engineer, the Contractor shall immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Such person shall not be employed again on the work. The Contractor, acting through an approved designated superintendent, shall give personal attention to and shall manage the work to the end that it

shall be prosecuted faithfully. When the superintendent is not personally present at the job site, an alternate previously designated representative shall be available and shall have the authority to act on the Contract. The Contractor alone shall at all times be responsible for the safety of his and his subcontractor's employees.

1.3 COMPETENT PERSON DESIGNATION

The Contractor shall designate, in writing, a qualified and experienced competent superintendent at the site whose duties and responsibilities shall include the enforcement of Oregon - OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs. The Superintendent must be experienced with the work being performed and capable of reading and understanding the Contract. The Contractor shall ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria. The designated superintendent shall not be replaced without written notice to Engineer except under extraordinary circumstances. An alternate representative may be designated. The alternate representative shall be present at the site whenever Work is in progress. Any order or communication given to this representative shall be deemed delivered to the Contractor.

In the absence of the Superintendent or his designated representative, necessary or desirable directions or instructions may be given by the Engineer to the superintendent or foreman having charge of the specific Work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or his representative. The designated Superintendent will act as the Contractor's representative and shall have the authority to act in all matters relating to this Contract. The superintendent shall have full authority to carry out all the provisions of the Contract and to supply materials, equipment, tools and labor without delay.

1.4 EMERGENCY MAINTENANCE SUPERVISOR

The Contractor shall submit to the Engineer the names, addresses and telephone numbers of at least three employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated, in writing by the Contractor, to act as its representatives and shall have full authority to act on its behalf. At least one of the designated employees shall be available for a telephone call any time an emergency arises with a maximum of one hour allowed to return phone call.

The Contractor will be responsible for reimbursing the City for all costs incurred by the City for performing emergency maintenance and repairs when the Contractor does not respond to the emergency calls or does not complete the emergency maintenance or repair.

SECTION 01220

COORDINATION OF WORK

1.1 COORDINATION OF CONTRACT DOCUMENTS

Drawings and specifications are intended to describe and provide for a complete work. Any requirement in one is as binding as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract Documents even if the Contract Documents do not mention it specifically. If there is a conflict within the Contract Documents, it will be resolved by the following order of precedence:

- Contract change orders
- Addenda to Contract Documents
- Technical Specifications & Special Provisions
- Bidding Rules and Contract Documents
- Plan drawings specifically applicable to the Project and bearing the Project title
- Contractor's Approved Proposal
- Outside agencies permits/requirements as may be required by law or loan agreements
- General and Supplementary Conditions of the Contract
- Standard Drawings
- Oregon Standard Specifications for Construction (most current version at bid opening)
- Reference Specifications

Change Orders, supplemental agreements, and approved revisions to Contract Drawings and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans. Dimensions shown on Contract Drawings of that which can be computed shall take precedence over scaled dimensions. Notes on drawings are part of the drawings and govern in the order described above. Notes on drawings shall take precedence over drawing details. The intent of the drawings and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform according to the terms of the Contract.

Where the drawings or specifications describe portions of the work in general terms, but details are incomplete or silent, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a manner satisfactory to the City.

Contract Drawings for the project are designated by general title, sheet number and sheet title. The specific titles of each sheet are contained on Sheet G-1 in of the Contract Drawings. When reference is made to the drawings, the "Sheet Number" of the drawing will be used. Each drawing bears the general title, 2024 PAVEMENT PATCHING PROJECT, Project No. R-718.

1.2 CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Contractor shall furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Engineer. Contractor shall obtain approval before deviating from the plans and approved working drawings. The Contractor shall not perform

work beyond the lines and grades shown on the plans or any extra work without prior approval from the Engineer. Work performed beyond the lines and grades shown on the plans or any extra work performed without prior approval from the Engineer is considered unauthorized and shall be excluded from pay consideration. The City will not pay for materials rejected due to improper fabrication, excess quantity, or any other reason within the Contractor's control.

1.3 NOTIFICATION OF UTILITIES AND AGENCIES

Utility locations shown on Contract Drawings are approximated. Contractor shall secure utility locates and pothole all known utility locations to determine utility depths prior to the commencement of any construction as needed. Before starting any site work, Contractor shall call One Call at 1-800-332-2444 for utility locates and to notify utility agencies. The Contractor is responsible for verifying the locations of all existing utilities prior to work. All excavators performing work on this project must comply with all the provisions of ORS 757.541 to 757.571, including notification of all owners of underground utilities at least forty-eight (48) business day-hours, but not more than ten (10) business days before commencing an excavation. Existing utilities, even if not specifically shown on the Contract Drawings or addressed in this document, that are damaged or disturbed by construction shall be restored and/or replaced to the original condition and up to the satisfaction of the utility owner at the Contractor's expense. In the event of damage to power, gas, telephone or any other underground utility system, the Contractor shall make available to the utility owner any manpower or equipment that will facilitate the repair and the continuation of scheduled work. All cost of repairs shall be the responsibility of the Contractor.

Before exposing any utility, the utility having jurisdiction shall grant permission and be provided the opportunity to oversee the operation, with advance notice provided as the individual utility requires. Should service of any utility be interrupted due to the Contractor's operation, the proper authority shall be notified immediately. It is of the utmost importance that the Contractor cooperates with the said authority in restoring the service as promptly as possible. Any costs shall be borne by the Contractor.

Utilities which may be impacted include the following:

- Streets City of St. Helens
- Watermain City of St. Helens
- Storm Sewer City of St. Helens
- Sanitary Sewer City of St. Helens
- Natural Gas Northwest Natural Gas
- Power/Electricity Columbia River PUD
- Telephone Century Link/Lumen
- Cable Company Comcast

Contractor shall be responsible for the scheduling and coordination of the construction activities necessary to support the resolution of any utility conflicts with the appropriate utility agency. The City will not incur any financial responsibility for any construction delays related to the relocation of any utilities. If the Contractor fails to locate any known utility that interferes with construction, the cost of correcting the conflict shall be borne by the Contractor. Contractor shall be responsible for prompt notification to the City and the appropriate utility agencies of any known utility conflicts. Contractor shall give at least five (5) business days' notice to the City or utility agency if a conflict arises and relocation of an existing utility is necessary. In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor.

There will be no separate payment made for the verification of utility depths or maintenance of utility markings and the costs thereof shall be considered incidental to construction.

1.4 COORDINATION WITH UTILITIES AND OTHER CONTRACTORS

It is the Contractor’s responsibility to coordinate work with utility owners. The Contractor shall use established safety practices when working near utilities and shall consult with the appropriate utilities before beginning work. Contractor shall notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Contractor will make necessary arrangements with the utility owner when utility adjustments are required. Contractor shall use work procedures that protect utilities or appurtenances that remain in place during construction, cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work by the utilities, and allow utilities access to the right of way. Contractor shall immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities.

The following table lists the utility contacts during the period of the Contract. This information is subject to change at any time without prior notification:

Utility	Owner	Utility Contact Person
Water, Sewer, & Storm	City of St. Helens	Dave Elder 984 Oregon St St. Helens, OR 97051 delder@sthelensoregon.gov 503-936-8523
Natural Gas	Northwest Natural Gas	Curtis Babcock 20285 SW Cipole Rd Sherwood, OR 97140 Curtis.babcock@nwnatural.com 971-352-5166
Power	Columbia River PUD	Brooke Sisco PO Box 1193, St. Helens, OR 97051 bsisco@crpud.org 503-366-3261
Telephone	Century Link/Lumen	Heath Lins 4501 NE Minnehaha St Bldg 2 Vancouver, WA 98661 Heath.Lins@lumen.com 971-284-2736
Cable	Comcast	Ryan Hennessey Construction Dept 445 Port Ave Suite 1 St Helens, OR 97051 Ryan_Hennessey@cable.comcast.com 360-846-8734

1.5 SITE INVESTIGATION AND PHYSICAL DATA

The Contractor acknowledges that it is satisfied as to the nature and location of the work and the general and local conditions, including but not limited to those bearing upon transportation, disposal, handling, and storage of materials. The Contractor shall verify all dimensions, quantities, and details shown on the Plans, Supplementary Drawings, Schedules, Specifications, or other data received from the Engineer, and shall notify the Engineer of all errors, omissions, conflicts, and discrepancies found therein. The Contractor shall assume all responsibility for making estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract. Any failure by the Contractor to become acquainted with the available information and existing conditions will not be a basis for relief from successfully performing the work and will not constitute justification for additional compensation. The Contractor shall verify the locations existing of structures, pipelines, grades, and utilities as needed, prior to construction. The City assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available. Information and data furnished or referred to herein is furnished for information only.

1.6 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the Contract Documents, the means and methods of construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to prohibit means and methods proposed by the Contractor which in the Engineer's judgment:

- shall constitute a hazard to the work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- shall cause unnecessary or unreasonable inconvenience to the public; or
- shall not produce finished work in accordance with the requirements of the Contract documents; or
- shall not assure the work to be completed within the time allowed by the Contract.

The Engineer's approval of the Contractor's means or methods of construction, or the Engineer's failure to exercise Engineer's right to prohibit such means or methods, shall not relieve the Contractor of its responsibility for the work or of its obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the Contractor against the City. Where the Contract Documents do not require the use of specific means or methods for the Work, the Contractor shall submit its proposed means and methods of construction to the Engineer sufficiently in advance of the work affected to permit a reasonable time for review and comments. The means and methods of construction must be approved in advance by the Engineer before construction begins. Failure to submit the proposed plan within a reasonable time shall not create a claim for damages for resulting delay in the work or for damages, nor shall it be a cause for extension of working time to complete the work. Contractor further agrees to defend and indemnify City for any claim or cause of action brought by any third party against the City.

SECTION 01230

ACCESS TO WORK

1.1 ACCESS TO WORK

The City, Engineer, their consultants and other representatives and personnel of the City, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

1.2 ACCESSIBILITY OF PRIVATE ROADS AND DRIVEWAYS

Entrances to properties shall be provided and maintained. No private road or driveway may be closed without prior written permission by the affected property owner. Driveways shall be left open and ready for use at the end of the work shift. All expenses involved in providing for construction, maintenance, and use of private roads or driveways, shall be borne by the Contractor and the amount thereof absorbed in the unit prices of the Contractor's bid.

1.3 CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY

When the work contemplated is wholly or partly within the right-of-way of a public agency such as a city, county or state, the Contractor will obtain from these agencies any right-of-way and street opening permits and all other necessary permit(s) required for the work. The Contractor shall abide by all regulations and conditions stipulated in the permit(s). Such conditions and requirements are hereby made a part of these specifications, as fully and completely as though the same were fully set forth herein. The Contractor shall examine the permit(s) granted to the Owner by any city, county, state and federal agencies. Failure to do so will not relieve the Contractor from compliance with the requirements stated therein. The Contractor shall obtain all construction permits and pay all fees or charges and furnish any bonds and insurance coverages as necessary to ensure that all requirements of the city, county, state or federal agencies will be observed and roadways and ditches are restored to their original condition or one equally satisfactory. A copy of all permits shall be kept on the work site for use of the Engineer.

1.4 CONSTRUCTION WITHIN EASEMENTS ON PRIVATE PROPERTY

When portions of the work contemplated are within easements held by the City on private property, the Contractor shall ascertain for itself to what extent the width, status and special conditions attached to easements may have on its operations and all costs resulting therefrom shall be included and absorbed in the unit prices of the Contractor's bid. Contractor shall coordinate with private property owners and businesses if required. Landscaping, surface restoration and fence restoration shall be completed within 72 hours following piping installation and other construction work. Temporary fencing shall be provided continuously until such private fencing is properly restored.

The Contractor is responsible for site safety and the protection of property. Certain portions of this project may require working in close proximity to existing structures and private property. It is the Contractor's responsibility to conduct its operations and limit the size of equipment used in such a manner so as to prevent damage to existing property from excessive vibration or from other direct or indirect Contractor operations. The cost associated with repairing or replacing property that is damaged by the Contractor's operations shall be the responsibility of the Contractor, in accordance with the General Conditions. When

portions of this project require working in close proximity to private homes and businesses, it is the Contractor's responsibility to conduct its operations in a manner that respects residents and others with regard to strong language, garbage, ensuring that pets are not allowed to escape. Contractor shall adequately cover and barricade any open excavation to eliminate potential hazards to the property owner or others during construction.

SECTION 01300

CONSTRUCTION DOCUMENTATION

1.1 DOCUMENTATION

The following is a general list of documentation the Contractor shall provide to the Project Manager at various phases of the project. The Contractor is responsible for providing all materials, labor, and transportation for required construction documentation on this project.

A. Door Hangers

The Contractor is required to notify all residences and businesses in the project area of the Work at least 48-hours prior. The Contractor shall prepare and submit to the Project Manager a sample of their 48-Hour Notice of Construction door hanger template for approval prior to distribution. 48-Hour Notices shall have listed, at a minimum,

- The Contractor's 24-hour contact person's name and number
- The name of the project
- And the expected date of the work

The contact number on the notice shall remain unchanged throughout the duration of project. Notifications shall be distributed to all properties in the construction zone. A list of property owners and addresses for the properties in the construction zone will be provided to the successful Contractor, upon request.

B. Pre-Construction and Post-Construction Site Documentation

The Contractor shall perform pre-construction inspection video recordings and photographs of the existing surface and property conditions prior to the commencement of any work on site, including project staging, mobilization, and demolition. The pre-construction site video and photos shall be submitted to the Project Manager not less than ten days following the notice to proceed.

Upon completion of the project construction, the Contractor shall perform post-construction video recordings and photographs consistent with the pre-construction inspection video recordings and photographs, showing same catalog of surface items, locations, and surface and property conditions within project limits and submit to the Project Manager prior to submitting Exhibit F, Certificate of Compliance.

The areas to document will generally include,

- Road surface conditions
- Private Driveways
- Paved walkways
- Trees, shrubs, flower beds
- Fences and gates
- Retaining walls
- House foundations
- Parked vehicles

- Outdoor fixtures (sheds, lights, furniture, etc.)
- Any visible pre-existing conditions such as broken sidewalks, fences, etc.
- Unpaved ground conditions (lawn conditions, etc.)

Recorded video media for site documentation shall be submitted on a flash drive and viewable as standard MP4 file format. Photos shall be submitted in JPEG format. There will be no separate payment made for construction documentation and the costs thereof shall be considered incidental to "Mobilization, Bonds, Insurance, and Demobilization".

SECTION 01310

PROJECT SCHEDULE AND TIMELINE

1.1 NOTICE TO PROCEED

The Notice to Proceed with construction will be issued to the Contractor after the Contractor submits the signed Contract, Bonds, and Insurance Certificates to the City and those documents have been approved as to form and executed by the City. Generally, work shall begin within five days following issuance of the Notice to Proceed.

The Contractor shall be liable for any actions taken that delay, suspend, or retard the progress of work without the express written permission on the City and no additional Contract Time or Price shall be granted if the Engineer decides the cause of delay was solely caused by Contractor's actions. Contractor shall prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases. The Contractor shall notify the Project Manager at least 24 hours before beginning work or before beginning any new operation.

1.2 TIME OF COMPLETION

The Contractor shall complete all work shown and specified within the time limits stated in the Agreement. All work on this project shall be completed by August 30, 2024, or as authorized by the City. Once started, the Work on shall continue uninterrupted except by weekends, authorized holidays, severe weather, or by written agreement with the City for an agreed upon time.

1.3 WORKING HOURS, OVERTIME, AND HOLIDAY WORK

Work shall be performed during normal working hours in St. Helens:

Mon – Fri: 8:00 A.M. – 4:30 P.M. Sun – Sat – Holidays: None

The Contractor is limited to these working hours unless permission is requested in writing and pre-approved by the Engineer. The Contractor will not be allowed to work during the hours of 10:00 P.M. to 7:00 A.M. as set by City of St. Helens Municipal Code Noise Regulations 8.16. The number of working days provided in the Contract is considered to be sufficient time to complete the project. There will be no separate payment made for working outside of normal work hours and the costs thereof shall be considered incidental to construction.

1.4 PROJECT SCHEDULE

Project Schedule -- Contractor shall prepare and submit a practicable Gantt chart schedule to the Engineer within ten (10) days after the Notice to Proceed. The schedule shall show at a minimum:

- Critical path
- Dates on which important features of the work will start
- Order in which Contractor proposes to carry out the work
- Estimated dates for completion of tasks

Schedule is to be updated whenever the Contractor's progress deviates from the previously approved schedule by more than 10 percent.

1.5 CONSTRUCTION DELAYS AND EXTENSION OF TIME

The Contractor shall notify the Project Manager immediately upon encountering any condition that the Contractor believes may cause a claim for a time extension. The Contractor shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within fourteen (14) days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the City in writing.

In adjusting the Contract Time for the completion of the project, unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to inability to obtain supplies and materials when orders for such supplies and materials were timely made and materials are not available from other sources, naturally occurring inevitable unavoidable accidents, or public enemy acts, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions, ozone alerts as determined by the National Weather Bureau or other authorized agency, or delays of subcontractors due to such causes beyond their control shall be taken into consideration. If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the Contract time shall be increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for.

No allowances shall be made for delays or suspension of the performance of the work due to the fault of the Contractor. No adjustment of the Contract time shall be made if, concurrently with the cause for delay, hindrance, disruption, force majeure, impact or interference, there existed a cause for delay due to the fault or negligence of the Contractor or Contractor's agents, employees or subcontractors. Notwithstanding any other provisions of the Contract Documents, including the General and Special Provisions, no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen, resulting in adjustment of the Contract time to complete the project, including but not limited to those caused in whole or in part by the acts, omissions, failures, negligence or fault of the City, its officers, officials, agents, Engineer, Consulting Engineer or employees. This provision is intended to cover all delays except as prohibited by law.

1.6 LIQUIDATED DAMAGES

The City will sustain damage if the work is not completed within the specified Contract Time. Not as a penalty but as liquidated damages, the Contractor agrees to pay to the City the amount specified in the Standard Terms and Conditions for Public Improvement Contracts section in this Contract for each Calendar Day the Contractor expends performing the Contract in excess of the Contract Time or adjusted Contract Time.

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the City constitute a waiver of the City's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms. The liquidated damages shall constitute payment in full only of damages incurred by the City due to the Contractor's failure to complete the Work on time. Liquidated damage payment to the City in the event the Contractor does not complete the work in the specified Contract Time shall be in the amount of One Hundred Fifty Dollars (\$150.00) assessed for each calendar day of delay, including holidays and weekends, and shall run continuously until the work is substantially complete.

SECTION 01320

QUALITY CONTROL

1.1 WORKMANSHIP

The work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The Engineer shall judge and determine the Contractor's compliance with these requirements. The Contractor shall ensure all work is of good quality, free from faults, defects, inferior materials, or equipment, will be performed by experienced knowledgeable personnel, and be in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved or authorized, shall be considered defective unless specifically accepted by the City.

1.2 INSPECTION OF WORK

It is the intent of the City to inspect all work on this project. The Contractor must pay for all testing needed to determine acceptability for any work done without inspection, as directed by the Engineer. The Contractor shall furnish the City with every reasonable facility for ascertaining whether the work performed was in accordance with the requirements and intent of the plans and specifications. Contractor shall provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Contractor shall give the Inspector or the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. The Contractor shall remove or uncover portions of finished work as directed, and once inspected, restore work to Contract requirements. The City will provide general construction inspection services of the project. The City will not provide any special inspections services for the project.

1.3 QUALITY OF MATERIALS

The Contractor shall incorporate into the Work only materials conforming to the specifications and approved by the Engineer. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The City may require additional testing or retesting to determine whether the materials or manufactured products meet specifications. Materials or manufactured products not meeting the specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Engineer.

1.4 "OR EQUAL" CLAUSE

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of material may be specified on the drawings or herein by designating a manufacturer's name and referring to its brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated. When a manufacturer's name, brand or item designation is given, it shall be understood that the words "or equal" follow such name or designation, whether in fact they do so or not.

If the Contractor desires to furnish items by manufacturers other than those specified, he shall secure the approval of the Engineer prior to placing a purchase order. No extras will be allowed the Contractor for any changes required to adopt the substitute equipment, materials, or processes. Therefore, the Contractor's proposal for an alternate shall include all costs for any modifications to the drawings, such as additional

pipng or changes in pipng, or other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

1.5 MATERIALS AND EQUIPMENT

The Contractor warrants to the City that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract documents. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the City. No material shall be delivered to the work without prior approval of the City. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the Contractor at the Contractor's sole cost upon demand of the City. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

1.6 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired. If it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the Contractor's risk and considered unauthorized and at the option of the Engineer may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor. Alternatively, the City may, at its option, declare the Contractor in default, in which event the performance bond surety shall complete the Contract.

SECTION 01330

TESTING

1.1 MATERIALS AND COMPACTION TESTING

The Contractor shall provide the services of a licensed, independent agency to perform materials and compaction testing for this project, as required. The name of the agency must be submitted and approved by the Engineer. Materials and compaction tests will be required to show that specified densities of compacted backfill, crushed rock, asphaltic concrete surfacing are being achieved by the Contractor's compaction methods. Concrete compressive strength testing will be required to show that the requirements of the Contract Documents are being met.

The Contractor shall provide the Engineer with copies of Proctor tests performed for the project backfill and paving material in addition to copies of compaction tests performed in the field. After the Engineer is satisfied that the Contractor's method of compaction consistently meets specified compaction requirements, the testing frequency may be reduced. The Engineer may direct testing at a higher frequency upon failure to obtain specified densities or if the Contractor changes compaction equipment or methods of compaction.

Concrete compressive strength testing shall follow Section 00440 of the Oregon Standard Specifications for Commercial Grade Concrete. Concrete compressive strength shall be a minimum of 3,000 psi at 28 Days. Contractor will supply the Engineer with test results.

All test locations shall be determined by the Engineer. Materials and compaction testing is considered incidental to the Contract and no separate payment shall be made.

Additional testing requirements may be required elsewhere in these Contract Documents.

1.2 TESTING AND OPERATION OF FACILITIES

It is the intent of the City to have a complete and operable facility. All the work under this Contract will be fully tested and inspected in accordance with the specifications. Upon completion of the work, the Contractor shall operate the completed facilities as required to test the equipment under the direction of the Engineer. During this period of operation by the Contractor, the new facilities will be tested thoroughly to determine their acceptance.

1.3 TESTING AND LABORATORY SERVICES

Contractor shall perform all testing services of materials, equipment, and workmanship required by the Contract Documents. All materials and equipment used in the performance of work under are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. Unless otherwise stipulated in the Contract Documents, initial testing of all materials, construction items or products incorporated in the work shall be performed at the direction and expense of the Contractor and deemed necessary by the Engineer. In the event materials, construction items or products incorporated in the work fail to satisfy the minimum requirements of the initial test, appropriate prove out test shall be made as directed by the Engineer to determine the extent of the failure and to verify that the corrective measures have brought the item up to specification requirements.

The cost of all testing necessary to determine the extent of the failure and the adequacy of the corrective measures shall be the responsibility of the Contractor. The failure of the City to make any tests of materials shall in no way relieve the Contractor of its responsibility of furnishing materials conforming to the Contract Documents. Tests, unless otherwise specified, shall be made in accordance with the latest methods of the applicable ASTM regulation.

The Contractor shall provide such facilities as the City may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made. The Contractor shall furnish adequate samples without charge. Test materials and samples shall be stored so as to ensure the preservation of their quality and fitness for the Work. The inspections and tests made by the Engineer, its inspectors or agents, shall ordinarily be made without cost to the Contractor unless otherwise expressly specified in the Contract Documents. The Contractor shall furnish without additional cost to the City such materials for testing as may be reasonably necessary. Retesting after failure to pass tests shall be at the expense of the Contractor. Should the percentage of rejected material or equipment be unreasonably large, the additional cost of such inspection and tests resulting therefrom shall be borne by the Contractor. The Engineer shall determine what extra inspection is and shall determine the additional cost incurred thereby and payable by the Contractor and such determination shall be final. The City may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the City shall be allowed on account of such testing and certification.

SECTION 01400

CLARIFICATION AND MODIFICATION OF WORK

1.1 CLARIFICATION OF WORK AND CONTRACT MODIFICATIONS

The Contractor expressly agrees that it shall not consider any order, instruction, clarification, response to a Request for Information or any other communication either written or oral given intentionally or unintentionally by any other person to do work that would cause a change in Contract Time or Price unless it is in the form of a Change Order from the City.

1.2 INTERPRETATION AND MINOR CHANGES

The City has the authority to order minor changes in the Work including interpretations which are consistent with the intent of the Contract Documents, excluding:

- a change in Contract Price, or
- a change in the Contract Time, or
- a change in the means, methods, techniques, or sequence of work

If the Contractor considers that a minor change so ordered causes a Change in Contract Price or Contract Time, the Contractor shall notify the City in writing within 15 days of receipt of the order and shall not proceed with the work except in the case of an emergency endangering persons or property. If, after reviewing the Contractor's objection to a minor change, the City determines the work is required by the Contract Documents and does not involve a change in Price or Time, the City may direct the Contractor, in writing, to proceed with the work. If so directed, the Contractor may (1) accept the City's determination and proceed with the work or (2) give the City written notice 5 days in advance of beginning work stating that it intends to make a claim.

1.3 REQUESTS FOR INFORMATION

If the Contractor does not clearly understand the plans and specifications or is not sure of their meaning, the Contractor shall make a written request to the Engineer in the form of a RFI (Request for Information). The Engineer's written explanation and interpretation of the Contract Documents shall be final.

1.4 REQUESTS FOR QUOTATION

If a change involving Contract Price and/or Time or a new bid item is being considered, the Engineer will issue a Request for Quotation describing the proposed change. The Contractor shall submit a quotation promptly so not to delay or interfere with the progress of the Work, in accordance with the requirements for determining the cost of changes described in the Oregon Standard Specifications Construction.

1.5 CHANGES REQUESTS

The Engineer may, at the Contractor's request, authorize in writing changes in the Project Plans or specifications to facilitate or expedite the work of the Contractor, provided such changes are not detrimental to the work or to the best interests of the City. Requests for such changes shall be submitted in writing to the Engineer. Such changes, as are authorized under this provision, shall be made without

additional cost to the City, and the City reserves the right to receive an equitable adjustment in the Contract Price or Contract Time as a consideration for authorizing any such change. The Contractor shall maintain sole responsibility for assuring these changes meet all the requirements of the Contract.

1.6 CHANGE DIRECTIVES

When a change of work involves an addition, deletion, or adjustment of work or Contract Time which can be covered by Contract bid items and the estimated increase or decrease in Contract cost does not exceed \$5,000, a Change Directive will be issued. A change directive may be issued in the field by the Project Manager and the Contractor shall then proceed with the work without delay. Verbal change directives will be confirmed by written change directives and signed by the Contractor and the Engineer thereby adding, deleting, modifying work, increasing, or decreasing Contract bid items.

1.7 CHANGE ORDERS

If the City and the Contractor agree on a change in Contract Price and/or Time for a proposed change, a Change Order will be issued and signed by the Engineer and Contractor. An executed Change Order shall be conclusive and final settlement of the change in Contract Time and Price for the work covered by the Change Order including the effect of the change on all other portions of the work completed or not and shall include compensation for all related claims for disruption, impact, delay or extended overhead, if any, that may result from the change. Implied in every Change Order, unless expressly reserved by the City or Contractor, is a waiver of all known and unknown claims arising out of the Change Order. The City reserves the right to have changed work performed by a separate contractor or its own workers.

1.8 CHANGED OR UNFORESEEN CONDITIONS

During the progress of the work, if the Contractor should encounter conditions materially different from those shown on the Project Plans or indicated in the Project Specifications, or unknown conditions of a nature differing materially from those ordinarily encountered and generally recognized as being inherent in work of the character being performed, the Contractor shall, before proceeding further with work affecting or affected by such conditions, immediately notify the City which will promptly make an investigation. If the City determines conditions do materially differ and the Contractor could not reasonably have been expected to ascertain in advance the true nature of the existing conditions, a Change Order will be issued to provide for any increase or decrease in cost and difference in Contract Time resulting from any such condition.

1.9 EXTRA WORK

The Engineer shall have the right to require, and the Contractor agrees to do, extra work over and above that which is indicated by the Contract Documents and covered by the unit prices of the Contract or negotiated price or prices, which logically forms a part of the Contract, arising from reasonably unforeseeable conditions, changed requirements or new information. Such additional work shall be undertaken only upon written instructions from the Engineer. Payment for extra work will be made pursuant to Section 00197 of the Oregon Standard Specifications for Construction.

Extra Work performed on a Force Account Basis shall be used to equitably and uniformly compensate the Contractor for Extra Work when a negotiated price cannot be reached. Extra Work is defined as work that is significantly different from the Work included in the original or modified Contract, yet necessary for completing the Project. The Contractor shall maintain records in such a manner as to provide a clear distinction between direct cost of extra work paid for on force account basis and cost of other operations performed in connection with the Contract Documents.

Force Account procedures shall only be used as a last resort when an agreement cannot be reached on the price of a new Work item or when the extent of the Work is unknown or of such character that a price cannot be determined to a reasonable degree of accuracy. When the City orders Extra Work to be performed via Force Account, the Engineer will discuss the proposed work with the Contractor and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to: determine and direct the materials, equipment and labor to be used on the approved Force Account Work; and determine the time of the Contractor's performance of the ordered Force Account Work.

Before Extra Work to be performed on a Force Account Basis is authorized, the Project Manager will make the determination that Extra Work is necessary. Only work not included in the Contract as awarded or in executed Change Orders but deemed by the Project Manager to be necessary to complete the Project will be paid as Extra Work per Section 00197 of the Oregon Standard Specifications for Construction.

The following steps shall be followed to perform Extra Work:

1. The Project Manager will discuss the Extra Work with the Contractor, define the scope of work, and discuss the options, means and methods for completing the Extra Work.
2. The Project Manager shall attempt to negotiate a Contract Change Order with the Contractor to perform the Extra Work if the unable to successfully negotiate a Change Order, the Extra Work will be completed on a Force Account Basis.
3. Extra Work shall not proceed on a Force Account Basis without a written and approved Extra Work Order prepared by the Project Manager, which shall be signed by the Contractor and the Project Manager. The Extra Work order will determine when, how, and with what Equipment and labor the Extra Work will be completed.

For each day Extra Work is performed, the City's Project Inspector shall complete a Daily Force Account Record which shall be signed by both the Inspector and the Contractor's authorized representative at the end of the day. These signatures indicate agreement on the accuracy and completeness of the information recorded on the Daily Force Account Record.

The Daily Force Account Record will be the basis for payment. Contractor shall not proceed with Extra Work without daily agreement on the Daily Force Account Record.

SECTION 01500

SUBMITTALS

1.1 GENERAL REQUIREMENTS

The Contractor shall provide the following submittals found listed in this section. There may be other submittals required elsewhere in these Specifications that are not included or mentioned in this section. Direct submittals from suppliers will not be allowed. Digital submittals are preferred to paper copies.

Technical submittals covered by these specifications include manufacturer's information, shop drawings, test procedures, test results, samples, request for substitutions and miscellaneous work-related submittals. The Contractor shall furnish all drawings, specifications, descriptive data, certifications, samples, tests, methods, schedules and manufacturers installation and other instructions as required by the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the contract documents.

The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements.

Submittals shall coordinate with the work so that work will not be delayed. Coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals.

The Contractor shall not proceed with work related to a submittal until the submittal process is complete.

1.2 REQUIRED SUBMITTALS

The following listing shall be considered minimum and may be expanded during the course of the work at the direction of the Engineer,

- A. Project Schedule. Refer to Section 01310 PROJECT SCHEDULE & TIMELINE for details.
- B. Shop Drawings, Schedules and Drawings: The Contractor shall provide shop drawings, schedules and such other drawings and information as may be necessary for the prosecution of the work in the shop and in the field as required by the Contract Documents and/or Engineer's instruction. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - Dimensions
 - Identification of products and materials included
 - Compliance with specified standards
 - Notation of coordination requirements
 - Notation of dimensions established by field measurement.

- C. Product Data: Submit manufacturer's product literature and application, installation requirements, recommended repair requirements, technical data sheet on each product to be used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
- D. Material Safety Data Sheets
- E. Erosion and Sedimentation Control Plan, as required
- F. Materials and equipment list
- G. Contractor and Subcontractor 24 Hour – 7-day Emergency Contact List
- H. Traffic Control and Protection Plan, as required
- I. Pre-construction documentation of sites, submit 14 days after NTP issued
- J. Post-construction documentation of site(s), submit with Exhibit F, Certificate of Compliance, and Exhibit G, Contractor's Release of Liens and Claims
- K. Documentation to be sent to property owners regarding the project
- L. Site Specific Health and Safety Plan, as required
- M. Utility Rupture Response Plan, As required
- N. Location of dump site for excavated and removed material
- O. Copies of all licenses and permits
- P. Certified Payroll
- Q. Miscellaneous materials and other submittals required elsewhere in the Contract Documents

1.3 REQUEST FOR SUBSTITUTION

Requests for substitution for product specified by manufacturer or manufacturer's model number as specified throughout the Contract Documents shall be in writing and be accompanied with sufficient information to allow the Engineer to identify the nature and scope of the request. Please refer to Section 01320.1.4 "OR EQUAL" CLAUSE.

Information to be provided shall include,

- A. All submittal information required for the specified product, including all deviations from the specified requirements necessitated by the proposed substitution.
- B. Materials of construction, including material specifications and references.
- C. Performance data.

- D. Dimensional drawings, showing required access and clearances, including any changes to the work required to accommodate the proposed substitution.
- E. Information and performance characteristics for all system components and ancillary devices to be furnished as a part of the proposed substitution.
- F. Reproducible drawings, marked up to illustrate the alterations to all systems required to accommodate the proposed substitutions

If the substitution requires any mechanical, electrical, or structural changes, the Contractor will be responsible for costs for evaluating a requested substitution. The cost for such an evaluation will be determined on a case-by-case basis, after receipt of written request. The Engineer will notify the Contractor in writing of said cost. If the Contractor wishes to proceed, he shall advise the Engineer in writing and submit additional information as may be requested. The City shall final approval of a substitution.

1.4 SUBMITTAL APPROVAL PROCESS

The Engineer will review the submitted data and will issue a Submittal Response to the Contractor. The Engineer will review each submittal, mark to indicate action taken, and return promptly.

Submittal response notations are as follows,

- “Approved For Construction, No Exceptions Taken”
The part of the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
- “Approved For Construction, As Noted”
The part of the Work covered by the submittal may proceed, provided it complies with the requirements of the Contract Documents and it complies with the notations or corrections of the submittal response.
- “For Record Only”
The information contained in the submittal has been accepted into the project records.
- “Revise and Resubmit”
Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Contractor shall revise the submittal in compliance with the Contract Documents and the corrections noted in the submittal response.
- “Submit Specified Item”
Contractor shall the submit the additional information requested in the submittal response. Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity until specified item has been approved by the Engineer.
- “Rejected”
Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. The Contractor shall revise or prepare a new submittal in accordance with the corrections noted in the submittal response.

The Engineer's review of submittals shall not extend to means, methods techniques, sequences or procedures of construction, or to verify quantities, dimensions, weights or gages, or to fabrication processes, except when specifically indicated or required by the contract documents, and will not relieve the Contractor from responsibility for errors of any sort in the submittals.

When submittals are required to be revised or corrected and resubmitted, the Contractor shall make such revisions and/or corrections and resubmit those items or other materials in the same manner as specified above. Submitted data shall be sufficient in detail for determination of compliance with the Contract Documents. No equipment or material for which listings, drawings, or descriptive material is required shall be installed until the Contractor has received approval from the Engineer. Regardless of corrections made in or review given to the drawings by the Engineer, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications.

SECTION 01600

PROGRESS PAYMENTS

1.1 PROGRESS PAYMENT AND RETAINED AMOUNTS

The City shall pay Contractor for all work completed in accordance with terms and conditions of the Contract Documents in accordance with the procedures described below and elsewhere in the Contract Documents.

A. Progress Payments

- On a monthly basis, during performance of the work, the Contractor shall prepare an estimate of the value of Contract work completed on a form approved by the City and submit to the Project Manager. Applications for payment will be reviewed and processed by the City in accordance with the applicable provisions of the Contract Documents. The pay application shall also provide such supporting documentation as the City or the other applicable provisions of the Contract Documents may require. Certified payroll must be submitted for review with or prior to pay application submittal.
- It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the City of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the Contractor of any of its responsibility under the Contract.
- Payment shall be made by the City about seven (7) days after approval of the pay request. The City shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the City has a right to withhold under the Contract.

B. Retained Amounts

The City shall retain five percent (5%) of the amount earned on all progress payments. Monies retained will be released to Contractor following final acceptance of the project by the City. Contractor's monthly payment applications and invoices shall include retainage as a line item.

1.2 FIELD DOCUMENTATION OF BID ITEM QUANTITIES

Daily Bid Item Logs shall be the basis of recording and documenting all pay quantities. The City's Construction Inspector is responsible for ensuring that all quantity measurements are made and documented in accordance with the Contract Documents. Bid quantity entries, including supporting documentation, serve as both partial and final verification that correct payments are made on all pay applications and invoices.

The Contractor's foreman or superintendent shall sign the daily bid item log receipts in the possession of the City Construction Inspector for Contract Bid Items completed as specified. The bid item log shall be signed by both the City Construction Inspector and the Contractor's authorized representative within 24 hours of completion of bid items that meet specifications. It is the responsibility of the Contractor to ensure the log is signed daily for the work completed. At a minimum, the bid item log shall contain the following: Bid item reference number, location of work, stationing of construction, description of work, quantity of work completed, and plan sheet reference number.

The Contractor will be provided a copy of all bid item logs. The Contractor's pay applications and invoices shall be equal to the bid items signed for and no more and shall reference bid item log receipt number on the appropriate pay request. Final quantities to be adjusted per project as-builts.

1.3 PAYMENT FOR EXTRA WORK

Extra Work done by the Contractor, as authorized and approved by the City, shall be compensated for in the manner described in Section 01400 – CLARIFICATION AND MODIFICATION OF WORK, and by Section 00196 of the OSSC, the more restrictive will apply. The compensation provided for Extra Work done by the Contractor constitutes full and final payment for the cost of the Extra Work, which cost is limited to:

- All reasonable costs of labor, materials, supplies, tools, equipment or machinery rental, power, fuel, lubricants, water and other similar operation expenses for the time that such of the above things are employed or used on such Extra Work and approved in writing by the Project Manager; and
- A markup amount not-to-exceed percentage allowances listed under Section 00196 of the OSSC. Costs shall be considered to cover and compensate the Contractor for profit, overhead, profit-and-overhead markups charged to Contractor by subcontractors and suppliers, general supervision, field office expense and all other elements of cost and expense not embraced within the cost of the Extra Work as described in this Section. No cost of off-site storage shall be included in the above description of cost unless off-site storage has been approved and directed by the City in writing. No other claims or reservations of right as to additional costs, prices, markups, costs not permitted by the OSSC included under this paragraph, disallowed costs or other future additional money or time shall be accepted; each change order shall be specific and final.

The method of determination and payment of cost, or credit to the City for any Extra Work shall be one of the following:

- A. Unit prices agreed on in writing and executed by the City before the Extra Work is commenced or unit prices already included in the Contract Documents, subject to all other conditions of the Contract. Mutual acceptance of a not-to-exceed lump sum properly itemized and supported by sufficient substantiating data to permit evaluation before the Extra Work is commenced, subject to all other conditions of the Contract.

- B. A not-to-exceed cost to be determined in a manner agreed upon by the parties plus a mutually acceptable fixed or percentage fee, agreed upon before the Extra Work is commenced and subject to all other conditions of the Contract.
- C. The force account method provided in these Contract Documents and governed by Section 00197 of the OSSC.
- D. Signed, daily reports in duplicate of the extra work to be paid for on a force account basis, shall be furnished to the Engineer by the Contractor. Materials used will be itemized and direct cost of labor and charges for equipment rental will be furnished by the Contractor or Subcontractor. The Contractor will provide names, identifications, and classifications of workmen, the hourly rate of pay and hours of work, and the size, type, and identification number of equipment and hours of equipment operation.
- E. Material charges shall be substantiated by vendors' invoices with copies of such invoices submitted with the reports, or, if not available, submitted with subsequent reports. In the event said vendors' invoices are not submitted within 15 days after completion of the work, the City reserves right to establish the cost of such materials at the lowest current price at which said materials are available in the quantities concerned, delivered to the location of the work. The Engineer will compare his records with the reports furnished by the Contractor, make any necessary adjustments, and compile the cost of extra work paid for on a force account basis on forms furnished by the Owner. When these extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

1.4 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the Contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any payment or refund payment on account of:

- Unsatisfactory progress of the work not caused by conditions beyond the Contractor's control
- Defective work not corrected
- Contractor's failure to carry out instructions or orders of the Owner or its representative,
- Work or execution thereof is not in accordance with the Contract documents
- Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims
- Failure of the Contractor to make payments to any subcontractor or suppliers for material or labor used in the performance of the Work
- Unsafe working conditions allowed to persist by the Contractor

When the grounds for withholding payment are removed, payment shall be made for amounts withheld because of them, and City shall not be liable for interest on any delayed or late payment.

1.5 FINAL PAYMENT

The amount of final payment will be the difference between the total amount due to the Contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. After computation of the final amount due, and after Final Acceptance of the Project, final payment will be mailed to the Contractor's last known address as shown in the records of the City.

SECTION 01620 MEASUREMENT & PAYMENT

1.0 MEASUREMENT AND PAYMENT OF CONTRACT BID ITEMS

Measurement and Payment of Contract Bid Items shall be on a unit price basis in accordance with the prices set forth in the Contract for individual work items. Where work is required but does not appear as a separate item in the Contract, the cost for that work shall be included and absorbed in the unit prices named in the Contract. No payment or compensation shall be made for bid items that are not completed. Only payment for actual work completed will be made regardless of how the Contractor balances bid. Contractor shall make a careful assessment when preparing bid.

The City may add and/or delete bid item quantities during construction. The term “Lump Sum” when used as an item of payment will mean full compensation for the Work described in the Contract Documents. The unit will be construed to include all necessary fittings and accessories. Payments for Lump Sum items will be made in proportion to the amount of Work accomplished as determined by the Engineer as of the “period ending date” of each Partial Payment Estimate. Contractor shall provide a schedule of values for each lump sum item. The Unit Price and Lump Sum price for furnishing each item of Work listed in the Contract Price shall include all labor, materials, tools, equipment, superintendence, and incidentals necessary to perform and complete the Work, including profit, overhead costs, permit and license fees, royalties, and applicable taxes and fees.

1.1 Mobilization, Bonds, Insurance, and Demobilization

Payment for Mobilization, Bonds, Insurance and Demobilization shall be paid for at the Contract lump sum price as stated in the Schedule of Bid Prices of the Contract Documents for this project under “Mobilization, Bonds, Insurance and Demobilization” and shall include full compensation for the work involved as described herein and no additional allowance will be made.

Mobilization, Bonds, Insurance, and Demobilization typically includes, but is not limited to, the preparation of contract; completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as a condition of issuing the Notice to Proceed; moving onto the site(s) all Contractor’s equipment and materials required; installing and maintaining temporary buildings or trailers; providing power, utilities, lighting, fencing, etc. as may be required; providing all on-site communications equipment or facilities; obtaining all permits; permit fees; having all OR-OSHA required notices posted, establishment of a safety program; preparing and delivering all pre-construction notices and/or job signs; arrangement of markings and plan for verification (potholing) of existing facilities; and beginning work on the project; removing all equipment, unused materials, all temporary facilities, job trailers, final clean up, and any other items, facilities, tools or materials left behind by the Contractor at the completion of the work.

The amounts paid for Mobilization, Bonds, Insurance, and Demobilization will be based on the percent of the original Contract amount that is earned from other Contract bid items, not including advances on materials, as follows:

1. When 5% of the Contract is earned, either 50% of the amount for “Mobilization, Bonds, Insurance, and Demobilization” or 5% of the original Contract amount, whichever is least.
2. When 10% of the Contract is earned, either 100 percent of “Mobilization, Bonds, Insurance, and Demobilization” or 10% of the original Contract amount, whichever is the least.
3. When all work is completed, amount of “Mobilization, Bonds, Insurance, and Demobilization” exceeding 10% of the original Contract amount.

This schedule of “Mobilization, Bonds, Insurance, and Demobilization” progress payments will not limit or preclude progress payments otherwise provided by the Contract. Payment shall represent full compensation for all mobilization costs including, but not limited to, mobilization, bonds, insurance, and demobilization.

1.2 Temporary Work Zone Traffic Control

Measurement for Temporary Work Zone Traffic Control shall be as stated in the Schedule of Bid Prices of the Contract Documents for this project under “Temporary Work Zone Traffic Control, Complete”, and shall be made on a lump sum basis and include all work to meet requirements of these Contract Documents.

Payment for furnishing and installing temporary work zone traffic control will be made as percentage complete of contract per construction phase and shall include full compensation for furnishing, installing, moving, operating, maintaining, inspecting, and removing traffic control devices throughout the project area according to the standard drawings, the traffic control plan (TCP) for the Project or as directed, and includes all labor, materials, tools, equipment, incidentals, and for performing all work involved in preparing and submitting traffic control plans, providing, placing, maintaining, and removal of traffic control signs and safety equipment, providing, placing, maintaining, and removal of temporary routing of sidewalks impacted by the Work, temporary relocation of existing regulatory signs, changeable message boards, project and public notification signs, flagging, transportation of flaggers and equipment, coordination efforts, and any other items necessary for vehicle and pedestrian traffic control per the Manual on Uniform Traffic Control Devices, and as specified in these Contract Documents, and no additional allowance will be made.

1.3 Erosion and Sedimentation Control

Site erosion and sediment control shall be paid for at the Contract lump sum amount for the item “Erosion and Sediment Control, Complete”, which price shall include full compensation for all labor, equipment, materials, planning, developing, revising and documenting, monitoring activities to maintain effective functioning, furnishing, stockpiling, protecting, restocking, and removing materials, preparing site for a period of extended non-activity, inspecting, maintaining, and removing erosion control devices, restoring, mulching, tacking, and seeding all disturbed ground, work, and storage areas not otherwise covered, and all other construction site erosion and sedimentation control measures in accordance with current requirements and regulations of the City of St. Helens, Columbia County, the Department of Environmental Quality, and any other government agencies with jurisdiction over the project.

The measurement for payment for Erosion and Sediment Control will be made as a percentage complete of the Contract per construction phase, as follows:

- 25% of the amount of the erosion and sediment control when the developed ESC plan and schedule are complete and accepted, and the initial erosion control devices are installed
- 25% when 50 percent of the Contract is complete
- 25% when 75 percent of the Contract is complete
- 25% at completion of the work covered by this section

1.4 Pavement Patching

Measurement for Pavement Patching shall be as stated in the Schedule of Bid Prices of the Contract Documents for this project under “Pavement Patching – 3-inch Depth” and “Pavement Patching – 4-inch Depth” and shall be on a square foot basis.

Payment for Pavement Patching shall be per Square Foot as stated in the Schedule of Bid Prices of the Contract Document for this project under the following bid items: “Pavement Patching – 3-inch Depth” and “Pavement Patching – 4-inch Depth”. Payment for furnishing and installing Pavement Patching shall be full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, incidentals, sampling and testing as required, and services of all kinds required and necessary to establish and meet the requirements of this section and for performing all work including, but not limited to, pavement removal, existing surface cleaning and preparation, tack coat placement, furnishing and placing of ½-inch dense graded Level 2 or Level 3 ACP to the depth indicated on the plans, sand sealing of joints, compaction, surface restoration, minor adjustment of all existing or constructed manholes, cleanouts, monuments, gas valves, water valves, and similar structures to finished grade of pavement, saw cutting, cleaning, and all other incidental work, materials, and services of all kinds necessary to establish and meet the requirements of this section. No separate or additional payment will be made for asphalt cement, mineral filler, lime, and anti-stripping or other additives.

SECTION 01700

PROJECT RECORD DRAWINGS

1.1 GENERAL REQUIREMENTS

Contractor shall maintain and keep up to date all times on site one set of drawings, specifications, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made or different site conditions, including all addendum, Change Orders, job decisions, etc. Contractor shall make provisions to allow the Engineer to copy redline drawings during construction, as requested. Redline drawings shall be kept current with the work as it progresses and shall be subject to inspection by the Engineer at any time. Upon completion of the Contract and prior to final payment, redline drawings shall be submitted to the City's Project Manager. All changes shall be neatly and legibly drawn to scale on one set of current conformed plan drawings using standard engineering drafting practices. In general,

- Contractor shall not use Record Drawings for construction purposes.
- Contractor shall protect Record Drawings from deterioration and loss in a secure location and shall provide access to documents for the Engineer's reference during normal working hours.
- Contractor shall keep Record Drawings current, as they will be reviewed for completeness by the Engineer as condition for Final Acceptance.
- Contractor shall,
 - (1) Maintain a clean, undamaged set of Contract Drawings and Shop Drawings and mark the set to show the actual installation and where the installation varies substantially from the Work as originally shown.
 - (2) Legibly and to scale, mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the work.
 - (3) Mark new information that is important to the City but was not shown on Contract Drawings.

1.2 QUALIFIED REGISTERED SURVEYOR

All surveying required during the project will be performed by a qualified surveyor registered in the State of Oregon employed by the Contractor. The name of the person or agency so employed shall be submitted to the Engineer with proof of registration for approval not later than 10 (ten) days after the Notice to Proceed.

1.3 REDLINE DRAWINGS AND PROJECT AS-BUILTS

Redline drawings and the as-built survey shall include, but not be limited to:

- any differences in alignment, structures, pipe sizes, and other pipes or structures discovered during the progress of the work
- Pipe sizes, lengths and materials
- Horizontal and vertical separation from existing and new utilities and drainage culverts/storm drain
- All changes in alignment
- All horizontal control points (e.g. centerline intersects, PC, PT)
- Recalculated Pipe slopes
- A complete list of all materials installed and abandoned must be shown. The specific size and material type of each pipeline installed must be shown at every construction reference to that pipe. Any changes to the record drawing must be reflected on the materials list.

Contractor shall submit as-built deliverables prior to final acceptance of the project. The as-built survey shall contain all horizontal and vertical as-built data in ASCII format, including a northing, easting, elevation and description of all work completed under this contract. The Contractor shall provide all labor and materials necessary for submission of the Record As-built survey and shall submit As-Built CAD files on a flash drive at the end of the project.

- Neatly redlined plan mark-ups from beginning to end of construction
- As-Built Survey CAD file in latest version of AutoCAD, .dwg file format
- As-Built Survey CAD file in PDF format
- Text file of as-built survey points in the point file format (P,N,E,Z,D). As-built survey points in the text file clearly shall designate each corresponding structure, plan sheet, stationing, and rim and invert elevations of all pipes entering or exiting the structure.

SECTION 01710

CONTRACT CLOSEOUT PROCEDURES

1.1 GENERAL REQUIREMENTS

This Section specifies administrative and procedural requirements for project closeout and final acceptance, including but not limited to final inspection procedures, submittal of warranties, redline drawings, as-built drawings, other regulatory inspections, removal of temporary facilities, final cleaning and demobilization.

1.2 FINAL CLEANUP

Contractor shall cleanup the project site(s), including landscaped areas, of rubbish, litter, and foreign substances. Temporary protection and facilities installed for protection of the work during construction shall be removed and the site repaired to equal or better condition. Waste materials shall be removed from the site and disposed of in a lawful manner.

1.3 PUNCH LIST INSPECTION

When the work is, in the opinion of the Engineer, complete in all respects, the Contractor shall call for a punch-list inspection. The Project Manager will schedule a walk-through inspection with the Contractor and other City representatives. The results of the inspection will form the basis of the final project punch list and shall be issued with Exhibit E, Certificate of Substantial Completion.

1.4 SUBSTANTIAL COMPLETION

Upon completion of the project walk-through inspection with the Contractor, the Project Manager shall issue Exhibit E, Certificate of Substantial Completion, with a copy of the punch list of items to be completed or corrected to the Contractor. Unless stated otherwise, all punch list corrections shall be completed by Contractor within 30 days of issuance of Substantial Completion. The City reserves the right to complete any outstanding punch list work remaining after the thirty-day period at Contractor's expense.

1.5 RESPONSIBILITY FOR DEFECTIVE WORK

A. Correction or Removal of Defective, Unacceptable or Unauthorized Work

- 1) When work fails to meet Contract requirements and is inadequate to serve the design purpose it will be considered defective. The Contractor shall correct or remove and replace the work at the Contractor's expense, as directed. All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense.
- 2) Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the Contractor's risk and shall be considered unauthorized and at the option of the Engineer may not be measured and paid for and may be ordered removed at the Contractor's expense.

- 3) Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor. Alternatively, the City may, at its option, declare the Contractor in default, in which event the performance bond surety shall complete the Contract.

B. Acceptance of Defective or Unauthorized Work.

When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by a letter and may adjust the Contract Price.

1.6 FINAL INSPECTION

A final inspection of the project will be scheduled with the Contractor to verify all outstanding deficiencies have been corrected and all punch list items have been corrected prior to Final Acceptance.

1.7 CERTIFICATE OF COMPLIANCE

Once all corrective items have been addressed; the Contractor shall submit Exhibit F, Certificate of Completion of the Contract Documents.

1.8 RELEASE OF LIENS AND CLAIMS

Following the submission of the Certificate of Completion, the Contractor shall submit a signed, notarized copy of Exhibit G, Contractor's Release of Liens and Claims of the Contract Documents.

1.9 FINAL ACCEPTANCE

When the Work is complete, the Engineer will conduct a final review of the project for final acceptance and will verify that,

- the Work has been inspected for compliance with the Contract Documents.
- the Work has been completed in accordance with the Contract Documents and all known deficiencies have been addressed.
- all required shop drawings, catalog cuts, maintenance manuals, instruction manuals, test reports, samples, operational manuals, and all other submittals have been submitted and reviewed.
- all deliverables have been submitted and have been as accepted, including but not limited to redline construction drawings, as-built survey, inspection videos (if applicable), pre-construction and post-construction site documentation, etc.
- all tools, surplus materials, construction equipment, storage sheds, debris, waste, and temporary services have been removed from the job site.
- Job site has been cleaned of rubbish, litter, and other foreign substances, and all surface restoration has been completed.

If the Engineer's review reveals that the Work is complete and is in 100% compliance with all Contract Documents, the Contractor will be issued Exhibit H, Certificate of Final Completion.

1.10 FINAL PAYMENT AND RELEASE OF RETAINAGE

After receiving the Certificate of Final Completion, the Contractor shall submit a final application for payment in accordance with the provisions of the Contract. Final pay application shall identify total adjusted Contract Sum, previous payments and sum remaining due.

1.11 WARRANTY

The Work is guaranteed by the Contractor from the date of Final Acceptance by the City. The Contractor shall warranty all materials and equipment that it furnishes for a period of two (2) years from date of final acceptance (Exhibit H) of the work by the City. This warranty shall mean prompt attention to the correction and/or complete replacement of the faulty material or equipment. Per OSCC Section 00170.85, within ten calendar days of written notification of defect(s), the Contractor or the Contractor's surety shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor fails within ten days to proceed to comply with the terms of this warranty, the owner may have the defects corrected. The Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where delay would cause serious loss or damage, repairs may be made without notice to the Contractor and the Contractor or Contractor's surety shall pay the cost.

The Contractor's performance bond shall remain in effect during the warranty period. If, within the warranty period, repairs or changes are required in connection with the work, the Contractor shall promptly, without expense to the City:

- Place in satisfactory condition all guaranteed work,
- Correct all damage to the site, equipment or contents which is the result of the use of materials, equipment or workmanship that are inferior, defective, or not in accordance with the terms of the contract; and,
- Correct any work, material, equipment, or contents of building, structure or site disturbed in fulfilling the guarantee.

Repairs, replacements, or changes made under the warranty requirements shall be warranted for the specified warranty period beginning on the date of the acceptance of the repairs, replacements, or changes. The expiration of the two-year warranty period shall not affect any other claims or remedy available to the City.

SECTION 2100

SITE SAFETY

1.1 SITE SAFETY AND ACCIDENT PREVENTION

The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not and is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the job site.

The Contractor shall comply with the safety standards provisions of applicable laws and building and construction codes. The Contractor shall always exercise every precaution for the prevention of accidents and protection of persons, including employees, and property. During the execution of the work the Contractor shall provide and maintain all guards, railing, lights, warnings, and other protective devices which are required by law or which are reasonably necessary for the protection of persons and property from injury or damage. In the event an unsafe act is observed the Contractor will be asked by the Project Manager to cease all work.

It is the Contractor's responsibility to follow and observe OR-OSHA guidelines and take all precautions necessary to complete the work. The Contractor shall always maintain on site a competent field supervisor in charge of the work. The field supervisor shall be approved in writing by the Engineer prior to commencement of work. Any change of supervision must also be approved in writing by the Engineer prior to the change. The field supervisor shall be responsible for the safety of all site workers and site conditions as well as ensuring that all work is conducted in conformance with these specifications and to the level of quality specified.

1.2 ACCESS

The Contractor shall not unreasonably restrict access to public facilities, commercial property, fire hydrants, residential property, and other areas where the public can be expected to be present, such as sidewalks and streets, without first obtaining approval of the Engineer. Driveways shall be closed only after obtaining specific permission from the property owner. The Contractor shall not obstruct or interfere with travel over any public street or sidewalk without approval of the Engineer.

1.3 PUBLIC TRANSIT

The Contractor shall not interfere with the normal operation of any public transit vehicles unless otherwise authorized.

1.4 WORK SITE

When working in public rights-of-way the Contractor shall adequately cover and barricade any open manholes, excavations, etc. to eliminate potential hazards to the public during construction. Employee vehicles of the Contractor and Subcontractor(s) shall be parked in accordance with local parking ordinances. The Contractor shall keep the project site safe in compliance with applicable law. Safety includes, but is not limited to:

- A. Providing an approved type of secured and adequate barricades or fences that are easily visible from a reasonable distance around open excavations

- B. Closing up or covering with steel plates all open excavations at the end of each Working Day in all street areas and other areas when it is reasonably required for public safety
- C. Marking all open work and obstructions by lights at night
- D. Installing and maintaining all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges, and facilities.
- E. Observing all safety instructions received from the Engineer, and following all laws and regulations concerning worker and public safety. In the event that the law requires greater safety obligations than that imposed by the Owner, the Contractor shall comply with the law.

1.5 NOISE CONTROL

Contractor shall employ noise-reducing construction practices to comply with local noise ordinances and shall identify feasible measures to that can be employed to reduce construction noise.

1.6 EMERGENCY

Emergency vehicles, including but not limited to police, fire, and ambulance units shall be provided access to the work site at all times.

1.7 CLEANLINESS

The Contractor shall, on a continuing basis, keep the surfaces of all public and private roadways, sidewalks, and other pathways free of dirt, mud, cold plane grindings, and other materials that the Contractor may place upon the road. The cost of performing such work shall be included in the Contractor's Bid and no additional payment will be made for performing this task.

1.8 PARKED VEHICLES

The Contractor shall make any necessary contacts to arrange for the removal of parked automobiles, vehicles, and other obstructions if they would interfere with the performance of the Contractor's work.

1.9 ACCIDENTS

The Contractor's designated competent field supervisor shall oversee accident prevention. Contractor shall take all actions necessary to prevent damage, injury and loss to persons and property as a result of accidents.

2.0 HEALTH AND SAFETY PLAN

Contractor shall develop, publish, and implement an overall Health and Safety Plan for the Project. This Plan shall conform to all applicable codes. The Plan shall be assembled to address project specific health and safety issues to both the public and on-site personnel. The plan shall include the following items when they apply:

- Employee orientation
- Safety inspections
- Instruction and training
- Accident reporting
- Signs and barricades
- Fire prevention and protection
- Welding, cutting and burning
- Painting and surface treatment
- Electricity
- Machinery and mechanized equipment
- Excavations
- Sanitation
- Hazardous communications program
- Chlorine Safety
- Hazardous Materials
- Job hazard analysis
- First aid/medical facilities
- Personal protective equipment
- Confined space entry plan
- Shoring plan
- Fall protection plan
- Emergency Action Plan
- Installing and maintaining all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges, and facilities
- Pedestrian safety.

If the project requires other health and safety issues to be addressed, they too shall be included in the Project Health and Safety Plan. The Plan shall subsequently be distributed to and implemented by the Contractor's personnel as well as its Subcontractors and Suppliers. Contractor shall fully implement and comply with the Safety Program.

Contractor shall notify the Engineer when safety meetings will be held so that City's personnel may attend. A copy of the approved Health and Safety Plan must be maintained on-site at all times during the life of the Project. The Contractor shall provide signs on work zone fencing that provide information regarding access to businesses whose access is compromised by the project and stating that such businesses are open and in operation, as applicable. The Contractor shall furnish and install the signs and provide sign attachments for the affected business names. Contractor's construction vehicles shall not exceed twenty (20) mph on City streets and will have flashers on at all times. If construction vehicles are used to transport equipment and/or material all equipment and material must be properly secured.

There will be no separate payment made for safety related expenses, and the costs thereof shall be considered incidental to construction.

SECTION 2200

TRAFFIC CONTROL AND PROTECTION

1.1 GENERAL REQUIREMENTS

This section specifies requirements for traffic control and protection for construction activities impacting designated construction sites, The section includes, but is not limited to contract ingress and egress at work site, construction activities within or adjacent to roadways or pedestrian walkways, temporary traffic Control, and contractor parking.

Where required, the Contractor will prepare plans and implement traffic control system which provides:

- A. Safe pedestrian and vehicle travel through the site,
- B. ADA accessibility around site.
- C. Safety for workers,
- D. 10' wide minimum width for passenger vehicles,
- E. Adequate signage to protect pedestrians and vehicles from confusion

1.2 NOTIFICATION OF LANE OR ROAD CLOSURE

- A. The Contractor shall publish notification of lane or road closures in the Chronicle newspaper. The Chronicle newspaper is only published on Wednesdays. Prior to publishing lane closure notification in the St Helens Chronicle, Contractor shall submit a copy of the notification for approval by the Engineer.
- B. Notification must be submitted to The Chronicle via fax, 503-397-4093, or email, classified@thechronicleonline.com, by 5 pm the Friday prior to publication. Contractor must supply The Chronicle with contact name and number, billing address, and duration of notification publication.
- C. The Contractor shall notify residents and businesses within an affected section of road by door hanger of road closures stating the date(s) of closure, limits of street closure, hours of construction, and detours. The door hangers shall be delivered no later than 24 hours prior to a lane closure. Prior to dissemination the Engineer shall approve the door hanger and present a copy to the City Engineer. For planning, a road is considered closed if nonemergency vehicles are delayed or delays are expected to be more than 5 minutes.
- D. Contractor shall be responsible for informing the appropriate agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations.
- E. The Contractor shall notify the following agencies of lane or street closures:

Agency	Address	Phone Number
Emergency Services (911)	McNulty Way	503.397.7255

Durham School Services	540 Milton Way	503.397.9072
Fire Department	270 Columbia Blvd.	503.397.2990
Police Department	150 S. 13th St	503.397.3333
Columbia County Sheriff	901 Port Avenue	503.366.4611
Oregon State Police	35851 Industrial Way, Suite A	503.397.0325
St. Helens School District	474 N. 16th St	503.397.3085
Columbia County Education Service District	800 Port Avenue	503.397-0028 / 503.366.4100
St. Helens Post Office	1571 Columbia Boulevard	503.397.2613
Hudson Garbage Service	2115 Gable Rd	503.397.1534 / 800.422.9998
Columbia County Rider	1155 Deer Island Rd	503.366.8503 / 503.366.0159

All agencies listed, and any other potentially affected businesses or agencies, must be contacted at least one full week before construction is to begin. Calling the agency or business is recommended but does not substitute for personal notification. Door hangers for residences in the vicinity are also required. Minimum elements to be included in the notification include, but are not limited to:

- * Map of construction area
- * Approximate start and completion dates
- * Hours of construction activities (8:00 am to 5:00 pm Mon-Fri if working in City limits)
- * Alternate traffic route, if applicable
- * Contractor's contact person's name and number

1.3 TRAFFIC CONTROL SUBMITTAL

- A. Contractor shall submit a traffic control plan (TCP) for approval by the Engineer prior to construction. The TCP shall be maintained in accordance with section 220 and 225 of the Oregon Standard Specifications for Construction and the latest version of MUTCD.
- B. The TCP shall be submitted to the Project Manager for approval not later than ten (10) days after the issuance of the Notice to Proceed and prior to the start of any construction. Upon request, the Contractor will be provided with base maps of the project area for the traffic control plan.

1.4 TRAFFIC CONTROL

- A. The Contractor shall maintain traffic control and protection in the work areas twenty-four (24) hours per day. The Contractor shall conduct its operations to keep one lane of traffic open for public and private access at all times on City, County, State, and Federal streets, roads and highways. Permits obtained for the project may have more stringent requirements than noted in this section. The Contractor is to notify all emergency services of any lane closures or temporary traffic control measures. No road shall be closed without prior approval by the City Engineer.
- B. Emergency vehicle, pedestrian and vehicle access shall be available to all homes in the project area. All streets shall be restored to allow normal traffic during non-working hours
- C. No traffic lanes may be closed before 8:00 a.m. or after 4:00 p.m. without written City permission from the City Engineer, except as shown on the plans.
- D. Detours as required by the Engineer shall be surfaced with gravel or crushed rock and maintained in good condition. Detours for pedestrians shall not exceed one block in length, and foot bridges

over the trenches shall be provided with adequate handrails. Work shall be carried on with due regard for safety to the public.

- E. Open trenches shall be provided with barricades of a type that can be seen at a reasonable distance, and at night they shall be distinctly indicated by adequately placed lights. Open trenches shall be backfilled or plated when the Contractor is not actively working.
- F. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress, unless work has specifically been authorized by the Engineer.
- G. The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the workday, to ensure that the devices are properly placed and maintained
- H. At a minimum, Traffic Control Plan shall:
 - Show location and limits of the work zone
 - Give dimensions of lanes affected by traffic control that will be open to traffic
 - Indicate signing, cone placement, barricades, and other methods of delineation
 - Dimension location of signs and cone tapers
 - Identify side streets and driveways affected by construction and show how they will be handled
 - Show how pedestrian and bicycle traffic will be accommodated through the construction site
 - Demonstrate how two-way traffic will be maintained

1.5 CONTRACTOR PARKING

Personal vehicles of the Contractor's employees shall not be parked on the paved shoulders or the traveled way, including any section closed to public traffic. Contractor will secure private parking at his own expense, and will not park on the public streets

1.6 MINIMIZE TRAFFIC DISRUPTION

The Contractor shall conduct his operations to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units, and residences adjacent to the work. The Contractor shall not park construction vehicles contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

- A. To minimize disruption to public traffic, the Contractor shall:
 - Permit local traffic to pass through the work with the least possible inconvenience or delay.

- Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times.
 - Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
 - Keep existing traffic signs, signals, and roadway lighting systems in operation throughout the construction work.
- B. The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public
- C. Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least forty-eight (48) hours in advance
- D. The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City or the Engineer may deem necessary to protect the public and property

SECTION 02210

EROSION AND SEDIMENTATION CONTROL

1.1 GENERAL REQUIREMENTS

The Contractor shall prepare and implement an erosion control plan, as required, to mitigate surface disturbance caused by construction activities for the work in accordance with Washington County Clean Water Services "Erosion Prevention and Sediment Control Planning and Design Manual", which is hereby made part of these specifications for Erosion Control.

The Erosion and Sediment Control Plan shall be submitted to the Engineer for approval prior to implementation. Erosion control measures shall be maintained throughout the project site until approved permanent cover such as a healthy stand of grass, other permanent vegetation, or other ground covering is established. When approved permanent ground cover is established, all temporary erosion control measures shall be removed from the construction site. Erosion control measures shall be installed as approved, per the above referenced document. It is the Contractor's responsibility to maintain a clean work zone to limit erosion and the release of sediments into stormwater collection systems and the tracking of materials beyond the active work limits. The Contractor shall be liable for any and all penalties, fines, damages, and restitution payments against the project by City, State, local environmental agencies, and the courts which result from failure to control erosion, water pollution, and stormwater runoff across or from the project site and shall indemnify and defend the City from and against all such claims. The Contractor shall be liable for citizen's claims of environmental damage and the City shall be held harmless from such claims.

The Contractor shall implement and maintain best management practices (BMPs) to avoid adverse effects on receiving water quality as a result of construction activities. Construction sites will be inspected by the City's Project Inspector before and after storm events and every 24 hours during extended storm events to identify maintenance requirements for the BMPs and to determine the effectiveness of BMPs that are being implemented. The Contractor shall modify BMPs as directed by the Engineer as necessary to avoid adverse effects on receiving water quality as a result of construction activities. The cost of preparing and maintain erosion and sedimentation control shall be incidental to the Contract unit bid prices. Erosion control.

1.2 EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall, at a minimum, implement the following Erosion and Sediment Control measures as required,

- A. Protect from erosion caused by concentrated runoff, falling rain, wind, and/or vehicular tracking, all earth and soft or broken rock areas that have been disturbed by construction operations such as during stripping or excavation
- B. Silt sacks in all catch basins in the work zone
- C. Sediment fence, as required, where sections of bare earth are exposed
- D. Gravel construction entrance according to Contract Documents
- E. Bio-filter bags at open culverts in the work zone

SECTION 02410

DEMOLITION AND DISPOSAL

1.1 GENERAL REQUIREMENTS

This specification section is for the demolition and proper disposal of project site debris, materials, equipment, and items found resulting from the work of demolition except as otherwise indicated. All existing improvements designated on the Plans or specified to be removed including but not limited to structures, pipelines, trees and other vegetation, walls, footings, foundations, slabs, pavements, curbs, ramps, sidewalks, fencing and similar structures occurring above, at, or below existing ground surface shall be included in the demolition work.

- A. All material resulting from demolition, clearing, and trimming operations shall be removed from the project site and disposed of in a lawful manner.
- B. No burning of debris or any other discarded material will be permitted.
- C. Materials placed on private property shall be by written permission only.
- D. Manhole frames and covers, and undamaged manhole cones shall be the property of the City.

1.2 CLEANUP

- A. During the time that the work is in progress, the Contractor shall maintain the site in a neat and orderly condition.
- B. All refuse, broken pipe, broken asphalt and concrete, excess material, cribbing and debris shall be removed as soon as practicable. Should the work not be maintained in a satisfactory condition, the City may cause the work to stop until the clean-up of the work has been done to the satisfaction of the City.
- C. The work will not be considered complete or the final completion certificate issued until all rubbish, unused material, or equipment has been removed and the premises left in a condition satisfactory to the City.

1.3 ASPHALT AND CONCRETE SURFACES REMOVAL

- A. Asphalt pavement and surfaces shall be removed within the limits of all construction as shown on Plans or directed by the Engineer prior to proceeding with Work. Pavement cuts shall be neat and straight to provide an un-fractured and level pavement joint for bonding existing surfacing with pavement replacement. Where large irregular surfaces are removed, such trimming or cutting as hereinafter provided shall be parallel with roadway centerline or at right angles to the same. All cut edges shall provide clean, solid vertical faces free from all loose material.
- B. Portland Cement Concrete Surfaces, including gutters, curbs, sidewalks, driveways, and ramps shall be saw cut to full depth prior to removal. Pavement that is to be removed shall be cut vertically with a power-driven friction saw prior to removal. The surface shall be scored to sufficient depth to provide uniform, straight break lines. All removal of pavement shall conform to local, County, State

or Federal requirements where applicable. Under no condition shall pavement be cut with a trenching machine, power shovel or backhoe.

- C. Pavement, driveway, or sidewalk material shall be separated from other excavated materials and shall not be placed in backfill but shall be satisfactorily disposed of by the Contractor. Base materials shall be subject to the review of the Engineer.
- D. Where work occurs in paved streets, temporary patching of asphalt will be required for the entire time between pavement removal and final repaving. Temporary asphalt patches shall be installed within 36-hours of pavement removal, unless otherwise indicated by the City or roadway jurisdictional agency.

1.4 TREE AND STUMP REMOVAL

NOT USED.

1.5 DECHLORINATION AND DISPOSAL OF CHLORINATED WATER

Any discharge of chlorinated water shall either be through an approved connection to a public sanitary sewer system or shall include dechlorination to limits acceptable by the Oregon State Department of Environmental Quality (DEQ) for discharge into the existing storm drainage system. No chlorinated water shall be discharged into the storm drainage system prior to approved dechlorination treatment.

1.6 SALVAGE AND DEBRIS

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, spoils or any other discarded material or equipment shall become the property of the Contractor and shall be disposed of in a manner compliant with applicable Federal State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted. All cast iron manhole and catch basin frames and covers, and undamaged manhole cones will be turned over to the City of St. Helens.

1.7 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

- A. Obstructions to construction such as pipes, tree roots, stumps, abandoned structures, concrete structures, logs, rubbish, and debris of all types shall be removed without additional compensation from the City. The Engineer may, if requested, make changes in location of proposed ramps to avoid major obstructions, if such changes can be made without adversely affecting the intended function of the facility or increased costs to the City.
- B. Where an abutting structure or a part of a structure is to be left in place, make cuts that protect remaining structures and allow for specified connections. When removing pavements, curbs, sidewalks and other similar structures, all cuts where an abutting structure is to be left in place shall be clean, smooth, vertical cuts made with a concrete saw or other approved cutting device to the lines as established. Vacuum the slurry from the saw cutting.

1.8 DISPOSAL OF MATERIALS

- A. Excavation required to perform removal of structures and obstructions will be considered Incidental to the removal work, unless it is within the measurement limits for an excavation Contract pay item.

SECTION 02700 SITE RESTORATION

1.1 GENERAL REQUIREMENTS

This section covers the work necessary to replace all pavements, pavement base, curbs, sidewalks, lawns, landscaping and other surface features damaged directly or indirectly during construction. All areas disturbed as a result of construction shall be restored to their original condition as nearly as possible or surfaced as shown on Plans. Replace all pavement in accordance with the minimum standards established by the City of St. Helens. Replace all sidewalk with base and surface materials conforming as closely as possible in thickness and quality to materials removed. All excess material shall be removed from the site. Any damaged concrete walks or driveways shall be restored. All dirt and debris that accumulates from the Contractor's operations shall be removed from manholes, pipelines, inlets, catch basins, and similar structures. Any material entering manholes or ditch culverts from work shall be removed. Daily cleanup of all visible mud and debris is required.

1.2 SITE RESTORATION AND CLEANUP

- A. The contractor shall keep the premises clean and orderly at all times during the work and leave the project free of rubbish or excess materials of any kind upon completion of the work. During construction, the contractor shall stockpile excavated materials to do the least damage to adjacent lawns, grassed areas, gardens, shrubbery, trees, or fences, regardless of the ownership of these areas. All excavated materials shall be removed from these areas, and these surfaces shall be left in a condition equivalent to their original condition and free from all rocks, gravel, boulders, or other foreign material. Stockpiling of construction materials shall not be allowed on existing sidewalks or the driving surface of existing streets.
- B. All existing storm systems shall be cleaned and flushed, and original drainage restored. Sediment, rock, and other debris shall be collected and disposed of in a proper manner. In no case shall debris be flushed down a storm or sanitary sewer for disposal. All damaged irrigation and house drainage pipe, drain tiles, sewer lateral, and culverts shall be repaired expeditiously.
- C. All areas disturbed by the contractor's operations inside dedicated rights-of-way or easements shall be restored to original condition. Areas outside of the easements or rights-of-way which are disturbed by the contractor's operations shall be graded and reseeded in a method acceptable to the property owner. The contractor shall obtain a written release from such property owners for any claims of injury or property damage prior to final acceptance of the work by the city.

1.3 STREET CLEANUP

- A. The contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation. Cleaning shall be by grader and front-end loader, supplemented by power brushing, and hand labor, unless otherwise approved by the city. The contractor shall follow the city's control procedures.
- B. As soon as practical after completion of all paving and gravel shoulder resurfacing, the contractor shall remove all dirt, mud, rock, gravel, and other foreign material from the paved surface and storm drainage system.

1.3 DUST PREVENTION

During all phases of the work, the contractor shall take precautions to abate any dust nuisance by cleaning up, sweeping, sprinkling with water, or other means as necessary to accomplish results satisfactory to the city. Dust prevention measures shall be continuous until final acceptance by the city. Obtaining water from a hydrant will require specific authorization from the public works department.

1.4 PAVEMENT

Refer to SECTION 07100 for Asphalt Paving.

1.5 RESTORING MOBILIZATION, BORROW, DISPOSAL, AND PLANTED AREAS

Clean all properties which were disturbed during construction of the project. Dispose of all uprooted stumps, felled trees, brush, excess excavation, rock, discarded materials, rubbish, and debris. Remove all plant, equipment, tools, and supplies and put the property occupied in a neat, clean, and orderly condition, in equal or better condition to that existing before move in. Hand rake and drag all former grassed and/or planted areas leaving disturbed areas free from rocks, gravel, clay, or any other foreign material and ready, in all respect, for seeding. The finished surface shall conform to the original surface, be free-draining and free from holes, rough spots, or other surface features detrimental to a seeded area

1.6 LAWNS AND LANDSCAPING

- A. Lawn and landscaping restoration shall include all work and materials required to restore fences, irrigation systems, lawns, shrubs, bushes, trees, gardens, hedges, bark dust, ornamental vegetation, flower beds, and landscaping structures such as raised beds, within the authorized work areas to original condition or better.
- B. Level subsoil. Place 12 inches of topsoil
- C. Removed landscaped material shall be replaced in-kind
- D. Yard areas shall be restored and replanted immediately upon completion of backfilling

1.7 ROCK SURFACING

Place rock surfacing only where shown on plans or directed on streets, driveways, parking areas, street shoulders, and other areas disturbed by the construction. Rock surfacing shall be 1 ½ inches – 0 inches, or ¾ inch – 0 inches crushed aggregate, as directed. Spread the rock surfacing to conform to adjacent existing grades and surfaces as directed. Compact as directed with mechanical vibratory or impact tamper.

1.8 UNPAVED SURFACES

All open fields, unpaved public rights-of-way or easements, and other areas not used as driveways, as shown on the Plans or as directed by the Engineer, shall be restored by placement of 12 inches of topsoil, fine grading and hydroseeding. Settlement of 2 inches or more within 1 year of substantial completion shall require repairs and re-seeding as directed by the Engineer and at the Contractor's expense. Restorations occurring on private property shall be seeded to match existing conditions as close as possible. Topsoil shall be imported from approved sources and shall be approved by the Engineer. The topsoil shall be a sandy loam free of subsoil, grass, noxious weeds, and any material deleterious to plant health.

1.9 SEEDING

Seed shall be certified, blue tag, clean, delivered in original, unopened packages bearing an analysis of the contents, guaranteed 95% pure and to have a minimum germination rate of 95% in one year. Conduct seeding operations under favorable weather conditions during seasons which are normal for such work generally from April 1 to June 1, and September 1 to November 1. Guarantee germination of erosion control seeding by November 1 at the latest. Seed all native plant species in fall only

Seeding operations shall occur in two applications. The first application shall include seed, fertilizer, and mulch. The second application shall consist of tackifier and mulch only and be applied immediately after the first seeding. A second application of fertilizer shall be made two months after initial seeding at the rate indicated below. Contractor is responsible for weed removal and re-seeding when the occurrence of weeds is deemed to be excessive by the City.

2.0 PAVEMENT STRIPING AND MARKING

NOT USED.

2.1 ROAD SHOULDER DRESSING

NOT USED.

2.2 FENCES

NOT USED.

SECTION 07100

ASPHALT CONCRETE PAVING

1.1 GENERAL REQUIREMENTS

The Work covered by the section consists of preparation for pavement and construction of crushed rock base course and asphalt concrete pavement surfacing.

1.2 SUBMITTALS

- A. Submit crushed aggregate gradation from supplier prior to the start of Work.
- B. Submit mix design from asphalt concrete supplier prior to the start of Work

1.3 PRODUCTS

A. Base Course and Leveling Course

- 1) The aggregate material shall be a clean, well- graded crushed base aggregate conforming to Oregon Standard Specification Section 02630.10. Base course shall be 1-1/2 inches minus aggregate and leveling course shall be 3/4-inch minus aggregate.

B. Asphalt Concrete

1) Hot Mix Asphalt

- a) Asphalt concrete pavement surface course shall be Level 2 ACP for residential and collector streets and Level 3 ACP for arterial streets.
- b) Asphalt concrete pavement surface course shall comply with mixing and proportion of materials as designated in the Standard Specification Section 00745. The grade of paving asphalt shall be 1/2-inch dense graded PG 64-22 Hot Mix Asphaltic Concrete (HMAC) in conformance to the requirements Oregon Standard Specification Section 745.12.

2) Tack Coat and Sand Seal

- a) Tack Coat shall be CRS-2 cationic emulsified asphalt.
- b) Sand seal shall be a fine cover conforming to size 1/4-inch - #10 aggregate per Oregon Standard Specification Section 00705.10.

C. Nonwoven Geotextile Paving Fabric

1) NOT USED

1.4 EXECUTION

A. Site Preparation

- 1) Site preparation shall be performed in such a manner as to remove all evidence of the presence of vegetative growth from the surface of the project site as required for construction and shall be inclusive of sticks, branches, grasses, rock and weeds, except as otherwise indicated. The existing base material shall be removed where it has been contaminated by silt, water or other materials that has made it lose its compressive strength. Work shall include grading and removal of the existing roadway, sidewalk, and curb material and placement, grading and compaction of the new base rock at each site. The removed material shall be disposed of at no additional cost to the City beyond payment for this bid item. Disposal by the Contractor shall be in a legal manner, in full compliance with applicable codes and ordinances.
- 2) The Contractor shall adjust the rims of manholes, catch basins and valves with cast iron risers to be flush with final grades.

B. Saw Cutting

- 1) Where pavement is to be removed, saw cut pavement to full depth prior to removal. If the pavement is found to have not been saw cut full depth, the Contractor shall be required to saw cut to full depth a new joint beyond the limits of the previous saw cut joint and remove and replace the additional pavement at the Contractor's expense.

C. Removal

- 1) Pavement to be removed may vary in thickness and may include underlying concrete pavement of various thicknesses and adjacent curbs. Pavement removal shall include all labor and equipment required for saw cutting, breaking, removing, and disposing the existing pavement. The Contractor shall be responsible for protecting the pavement abutting the repair area.

D. Preparation of Subgrade

- 1) Add approved crushed rock to existing roadway surface as shown on the plans or as directed by City's representative. Grade, level, and compact surface per Contract Drawings.
- 2) Base/leveling course variance - no greater than 3/8-inch when measured with a 10- foot straightedge.

E. Pavement Grinding

- 1) Asphalt pavement grinding shall be per Section 00622 of the Standard Specifications
- 2) Perform grinding within the limits as shown in the bid documents.
- 3) Taper grind the edges to match the elevations of intersections, driveways, face of curb and new and existing pavement.

F. Aggregate Pavement Base

- 1) Place pavement base to the depth shown on the plans or as directed by the Engineer. In all cases, pavement base shall be compacted to a minimum depth of 6 inches. Bring the top of

- the pavement base to a smooth, even grade at a distance below finished grade equivalent to the required pavement depth. Grading shall follow as closely as possible the existing alignment and grade of each site modifying them slightly to minimize nuisance drainage and enhancement of future drainage as directed by the Engineer or their representative
- 2) Compact the pavement base with mechanical vibratory or impact tampers to a density of not less than 95 percent of the maximum density, as determined by AASHTO T-99.
 - 3) During compaction, materials shall be maintained within two percent of the optimum moisture content. The contractor shall begin compaction of each layer immediately after the material is spread and continue until a density of not less than 95 percent of the maximum density has been achieved.

G. Asphalt Pavement

- 1) Asphalt concrete paving shall be per the Standard Specifications. Pavement placement shall not proceed until the subgrade and surface preparation has been approved by the City's Project Inspector.
- 2) The limits of restoration shall include all damaged or undermined surfacing. Provide a smooth tee cut by saw cutting the existing pavement parallel to the trench and beyond the sides of the trench excavation as shown on the plans. Remove any pavement which has been damaged or which is broken and unsound outside this area by making alternating traverse and parallel saw cuts. Parallel cuts must be a minimum of 25 feet long, unless otherwise directed by Engineer. Provide a smooth, sound edge for joining the new pavement.
- 3) Contractor shall conform to the requirements for prime coat and tack coat in Standard Specifications. Tack coat all edges of existing pavement, manhole and clean out frames, inlet boxes and like items. When rate is not specified, asphalt will be applied at the rate of 0.1 gallon per square yard.
- 4) In advance of spreading bituminous material upon an existing surface, a tack coat shall be applied to all areas to be surfaced and to all vertical surfaces against which additional material is to be placed. When two or more lifts of asphaltic concrete are required, a tack coat shall be applied between each lift. The area to be surfaced shall be cleaned of all loose material immediately before applying the task coat. The tack coat shall be applied in accordance with Section 00730 of the Standard Specifications.
- 5) Place the asphalt concrete to the specified depth on the prepared subgrade over the trench. When depth is not specified, place asphalt concrete to the depth of the adjacent pavement, up to a maximum of 6 inches, at the direction of the Engineer. Minimum depth of pavement shall be 3 inches. When a prime coat is specified, place asphalt concrete after the prime coat has set. Maximum thickness for any one lift of pavement shall not exceed 3 inches. Spread and level the asphalt concrete with hand tools or by use of a mechanical spreader.
- 6) Settlement of 1/4-inch or greater for asphalt concrete patches, occurring within one year of substantial completion, shall require repair or replacement as directed by the Engineer at the Contractor's expense.

- 7) Asphalt shall not be placed during rainfall or in any adverse weather conditions that might damage construction. Asphalt concrete mixtures shall not be placed when the underlying layer is frozen, or when, in the opinion of the Engineer, weather conditions, either existing or expected, will prevent the proper handling, finishing, or compaction of the mixtures
- 8) The surface smoothness of the replaced pavement shall be such that when a 10- foot straightedge is laid longitudinally across the patched area between the edges of the old surfacing and surface of the new pavement, the new pavement shall not deviate from the straightedge more than 1/8 inch and surface drainage shall be maintained. Additionally, paving must conform to the grade and crown of the adjacent pavement and contain no abrupt edges, low or high areas or any other imperfections as determined by the Engineer.

H. Tack Coat

- 1) Contractor shall apply a tack coat of emulsified asphalt to all prepared bituminous surfaces to be overlaid and along pavement edges to be widened prior to placing asphalt concrete.
- 2) The application rate shall be 0.06-0.10 gallons per square yard of surface and shall be directly measured and documented.
- 3) Surfaces shall be free of dirt and grit prior to tack coat to guarantee a proper bond. Contractor shall clean surface as necessary prior to tack coat especially when grind area has been exposed to traffic prior to tack coat application

I. Sand Seal

- 1) Sand seal all joints between the existing and new asphalt concrete pavement following paving to ensure a smooth surface. Application of sand and seal joints shall be uniform in width and no less than 3 inches in width. The City Construction Inspector shall inspect the first sand seal joint and make changes to the viscosity or amount of sand seal applied until the Inspector is satisfied with the result. Once approval is given, Contractor shall sand seal the remaining joints in the same fashion.
- 2) For Cover Coat, asphalt material shall be CRS-2 cationic emulsified asphalt. Cover stone shall conform to size 1/4-inch - #10 aggregate per Standard Specifications. Limits for seal and cover shall be no less than 3 inches total width and no less than 1.5 inches on either side of new and existing asphalt

1.5 ADJUSTMENT OF UTILITY COVERS TO FINISHED GRADE

This work shall consist of raising to required grade all tops of manholes, valve boxes, monument boxes and other utility boxes. The City of St. Helens will provide all necessary risers for manholes, water valve boxes, monument boxes, and the contractor shall coordinate with Northwest Natural to provide necessary gas valve box risers.

1.6 STRIPING AND PAVEMENT LEGENDS

NOT USED

1.7 SAMPLING AND TESTING

Sampling and testing shall conform these Contract Documents and to the applicable portions of Section 00700 of the Oregon Standard Specifications. The Contractor is responsible for process control and shall conduct sampling, testing, measurement, and inspection, as necessary, to ensure the finished pavement meets specifications.

Part 6

Supplementary Information



BIDDER'S CHECKLIST

- Are you on the official project **Plan Holder's List**? Contact the Administration Department at (503) 397-6272.
- Have you **signed your Bid** and included all the required bidder information? See page 12 of the Bid Forms.
- Have you acknowledged all issued addendums on page 12, Item No. 26 of the Bid Forms?
- Has the Bidder information on page 9 of the Bid Forms been completed?
- Are the prices on the Bid Schedule on pages 10 of the Bid Forms been correctly computed and stated in written form?
- Is the amount of the Bid Bond written in Item No. 12 on page 11 of the Bid Forms?
- Did you include the required 10% Bid Bond (Bond Surety) on page 15 of the Bid Forms?
- Have you included the First-Tier Subcontractor disclosure form on page 13 of the Bid Forms? Please note that this form must be submitted even if you do not have a first-tier subcontractor.
- Have you read and familiarized yourself with the Instruction to Bidders, Exhibit I of the Public Improvement Contract?

This checklist is provided as guidance and assistance to bidders to avoid technical mistakes resulting in rejection of a bid. It is not intended to be all-inclusive and does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Bid Documents and the proper completion and submission of the bid. Bidders should not rely solely on this checklist. It is the Bidder's responsibility to review all contract bid documents, including but not limited to all contract specifications, special provisions, supplemental information, addenda, notice to contractors, etc.

This Check List is For Reference Only. It is Not Part of the Bid Forms and Does Not Have To Be Submitted With Your Bid.

PROJECT DOCUMENTATION CHECKLIST

Project 2024 Pavement Patching Project
 Project No R-718



City of St. Helens
 Department of Public Works – Engineering Division
 265 Strand Street, St. Helens, OR 97051
 Phone: 503.397.6272 Fax: 503.366.3782

Documentation	Reference	When Required
BID OPENING		
Firm Offer (Bid) and Schedule of Prices and Bid Schedule	Bid Forms, pg. 9 -12	At bid opening
Acknowledged Addenda	Bid Forms, pg. 12	At bid opening
First-Tier Subcontractor Disclosure Form	Bid Forms, pg. 13	Not later than 2 hours after bid opening
Bid Bond (Surety Bond)	Bid Forms, Pg. 15	At bid opening
PROJECT AWARD		
Contractor Data, Certification, and Signature	Public Improvement Contract , pg 18	Within 10 business days of project award
St Helens business license	Public Improvement Contract , pg 18	Within 10 business days of project award
Proof of filing \$30,000 Public Works Bond with BOLI	Public Improvement Contract, Exhibit J	Within 10 business days of project award
Certificates of Insurance per Contract Requirements	Public Improvement Contract, Exhibit B	Within 10 business days of project award
Certification Statement for Corporation or Independent Contractor	Public Improvement Contract, Exhibit C	Within 10 business days of project award
Payment Bond in amount equal to 100% of awarded contract	Public Improvement Contract, Exhibit D	Within 10 business days of project award
Performance Bond in amount equal to 100% of awarded contract	Public Improvement Contract, Exhibit D	Within 10 business days of project award
PRIOR TO START OF CONSTRUCTION		
Construction Schedule	Specification 01310	10 Days after Notice to Proceed
Designation of Superintendent / Competent Person Designation with 24-hour contact information	Specification 01210	Submit at Pre-Construction Meeting
Designation of Emergency Maintenance Supervisor with 24-hour contact information	Specification 01210	Submit at Pre-Construction Meeting
Documentation to be sent to residents in project area	Specification 01300	Anytime prior to start of construction
Project Safety Plan	Specification 02100	Anytime prior to start of construction
Pre-Construction jobsite conditions (digital photo or video)	Specification 01300	Anytime prior to start of construction
Location of dump site	Specification 01500	Anytime prior to start of construction
24-Hours - 7 Day Contact Information (Contractor / Subcontractor)	Specification 01210	Anytime prior to start of construction
Product Data, including product literature, application, installation requirements, etc.	(Refer to Contract Documents)	Anytime prior to start of construction
Shop drawings, schedules, and drawings	(Refer to Contract Documents)	Anytime prior to start of construction
MSDS on all materials to be used on site	Specification 01500	Anytime prior to start of construction
Materials and equipment list	Specification 01500	Anytime prior to start of construction
Traffic Control Plan	Specification 02200	Anytime prior to start of construction
Other required submittals as stated elsewhere in Contract Documents	(Refer to Contract Documents)	Anytime prior to start of construction
DURING CONSTRUCTION		
Updated Construction Schedule, as required	Specification 01310, 01500	Whenever schedule falls behind by 10+ Days
Required Testing	(Refer to Contract Documents)	During construction, as required
WEEKLY BASIS		
Weekly certified payroll	Specification 01500	Submit Before or with Pay Requests
MONTHLY BASIS		
Pay Requests	Specification 01600	Submit Monthly for Engineering Review
AT SUBSTANTIAL COMPLETION		
Exhibit E - Certificate of Substantial Completion	Exhibit E	*
PRIOR TO FINAL ACCEPTANCE		
Maintain and submit redline drawings showing all changes	Specification 01320, 01700	Before Final Completion
Exhibit F - Certificate of Compliance submitted by Contractor	Exhibit F	After punchlist items are completed
Exhibit G - Release of Liens & Claims	Exhibit G	After punchlist items are completed
Exhibit H - Certificate of Final Completion issued by City	Exhibit H	After all documentation have been submitted & punchlist items are complete

*This project submittal list may be incomplete and may or may not list all submittals required on this project. This list shall be considered minimum and may be expanded during the course of the work at the direction of the Engineer. *Work is considered substantially complete when, in accordance with the Contract Documents, the Owner can occupy or utilize the work for its intended use.*

Part 7

Construction Drawings

(Separately Bound)