



# ST. HELENS RIVERWALK

**February 7, 2024, 1 P.M.**



Project No. P-525A

Pre-Bid Conference & Site Visit (Non-Mandatory, February 15, 2024, 10 A.M. Highly Encouraged):

Bids Due: **March 7, 2024, 2 P.M.**

Direct Questions To: Jennifer Dimsho, AICP  
Community Development Project Manager  
Phone: (503) 366-8207  
Email: [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)

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## NOTICE TO CONTRACTORS / INVITATION TO BID

### ST. HELENS RIVERWALK PROJECT NO. P-525A

Notice is hereby given that Sealed Bids for furnishing all materials, equipment, labor, and services for the **ST. HELENS RIVERWALK, PROJECT NO. P-525A** 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 March 7, 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 (Council Chambers) 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.

A **highly encouraged, but not mandatory**, pre-bid conference will be held in the Columbia Room (Council Chambers) at the City of St. Helens City Hall at 265 Strand Street, St. Helens, Oregon 97051 on February 15, 2024, at 10:00 AM to provide prospective bidders with the opportunity visit the site and ask questions relating to bidding or constructing the work under this Contract. If deemed appropriate, questions that cannot be addressed by direct reference to the bidding documents will be the subject of an addendum issued to all plan holders.

**The General Character of the Work under this Contract is the construction of the St. Helens Riverwalk, other associated park pathways, water and storm drain utilities, lighting, retaining walls, railings, furnishings, and signage.**

The Solicitation Schedule and Deadlines are generally as follows:

Invitation to Bidders:	1 p.m. February 7, 2024
Pre-bid Conference:	10 a.m. February 15, 2024
Deadline for Questions:	2 p.m. February 21, 2024
Deadline for Final Addendum:	2 p.m. February 26, 2024
<b>BID SUBMISSION DEADLINE/BID OPENING:</b>	<b>2:00 p.m. March 7, 2024</b>
Anticipated Notice of Intent to Award:	March 12, 2024
Anticipated City Council Award:	March 20, 2024
Anticipated Notice to Proceed:	April 17, 2024
Project Final Completion:	April 17, 2025

Contract Documents, including plans and specifications, may be examined after 1 p.m. February 7, 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	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 1:00 p.m. February 7, 2024, at St. Helens City Hall 265 Strand Street, St. Helens, Oregon for a nonrefundable fee of \$60.00 per set. If ordered by mail, add a \$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, **ST. HELENS RIVERWALK, PROJECT NO. P-525A**, 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 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](http://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 Contact (City of St. Helens):**

Jennifer Dimsho, Community Development Project Manager, (503) 366-8207, [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)

**Project Contact (Mayer/Reed):**

Shannon Simms, Associate Principal, Mayer/Reed, Inc. 503-223-5953, [ssimms@mayerreed.com](mailto:ssimms@mayerreed.com)

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

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## **Bid Documents**

**ST. HELENS RIVERWALK  
PROJECT NO. P-525A  
FIRM OFFER (BID) AND SCHEDULE OF VALUES**

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 VALUES, 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 Values 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.

**ST. HELENS RIVERWALK, PROJECT NO. P-525A  
LUMP SUM BID FORM  
FOUND SEPARATELY ON PROJECT WEBSITE**

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

7. All items in the Schedule of Values 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 VALUES".
10. In stating prices, it is understood that the prices include all materials and Work required to complete the Contract in accordance with the plans and specifications. If any material, item or service required by the plans and specifications has not been mentioned specifically in the "SCHEDULE OF VALUES", the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "SCHEDULE OF VALUES".
11. The undersigned shall furnish bonds required by the specifications and comply with the laws of the State of Oregon which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.
12. Accompanying this Offer is a certified check, cashier's check or a bid bond, in the sum of \$ \_\_\_\_\_, payable to the City of St. Helens, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of St. Helens. If bid is not accepted, bid security accompanying this Offer shall be returned to the undersigned.
13. The undersigned 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, the Oregon Prevailing Wage law or the Federal Davis Bacon Act, as applicable.

14. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
15. The undersigned certifies that he undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
16. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.

The Work shall be commenced within five working days after receipt of the written Notice to Proceed.

The Work shall be completed in all respects within 365 calendar days following issuance of the Notice to Proceed and shall be completed no later than April 17, 2025.
17. The undersigned bidder is licensed by the Oregon Construction Contractors Board, the registration is current and valid, and the bidder's registration number is stated below.
18. If applicable, the undersigned bidder is licensed by the State Landscape Contractors Board, the license is current and valid, and the bidder's registration number is stated below.
19. The undersigned acknowledges that, in determining the lowest responsible bidder, City shall, for the purpose of awarding the Contract, 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](http://www.oregon.gov/DAS/EGS/ps/Pages/RecipPref/detail_a_main_page.aspx). "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her/it in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
20. The undersigned hereby represents that no Commissioner, officer, agency or employee of the City of St. Helens is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents or employees had induced him/her to enter into this Contract, and the documents made a part of its terms.
21. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same project and is, in all respects, fair and without collusion or fraud.
22. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of Contract.
23. The undersigned confirms that if this Contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this Contract.
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 Values. **ADDENDA NUMBERED [REDACTED] THROUGH [REDACTED] HAVE BEEN REVIEWED.**

27. Bidder information and signature.

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NAME OF BIDDER

BIDDER IS A RESIDENT OF THE STATE OF

(See ORS 279A.120)

CONSTRUCTION CONTRACTORS BOARD LICENSE NO

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SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

---

OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE

---

DATE BID IS SIGNED

# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

## ST. HELENS RIVERWALK

Project No. P-525A

### City of St. Helens, Oregon

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

**BID SUBMISSION DEADLINE** Date: March 7, 2024 Time: 2:00 ☐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 **ST. HELENS RIVERWALK**, 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: \_\_\_\_\_ By: \_\_\_\_\_ Attorney-in-Fact  
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

## Part 2

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# Contract Documents



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

### ST. HELENS RIVERWALK

#### Project No. P-525A

This Contract is between the CITY OF ST. HELENS, a municipal corporation of the State of Oregon (City) and [REDACTED] (Contractor). The City's Project Manager for this Contract is Jennifer Dimsho.

#### 1. Effective Date and Duration

This Contract is effective on [REDACTED], 20[REDACTED], 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 April 17, 2025.

#### 2. Statement of Work

General description of the Work and quantities:

The General Character of the Work under this Contract includes **construction of the St. Helens Riverwalk, other associated park pathways, water and storm drain utilities, lighting, retaining walls, railings, furnishings, and signage.**

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 in the manner provided in the Contract documents (actual quantities at unit prices) in the amount not to exceed [REDACTED] (\$) 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.



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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

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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 ☐ NoBusiness 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.*

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**CITY OF ST. HELENS SIGNATURE**

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Approved: \_\_\_\_\_  
Mayor Rick Scholl Date  
Authorized by the full Council on \_\_\_\_\_Attest: \_\_\_\_\_  
City Recorder DateReviewed: \_\_\_\_\_  
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 **ST. HELENS RIVERWALK, PROJECT P-525A**, 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](http://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](http://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 three-hundred dollars per day (\$300/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:	<div></div> <div></div> <div></div> <div></div> <div></div>

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.



**ST. HELENS RIVERWALK  
PROJECT NO. P-525A**

**LIST OF EXHIBITS**

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

**EXHIBIT A**

**STATEMENT OF WORK, COMPENSATION  
and  
PAYMENT SCHEDULE**



**See Plans and Specifications titled**

**ST. HELENS RIVERWALK  
PROJECT NO. P-525A**



## 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 ST. HELENS RIVERWALK  
and No.: Project No. P-525A

_____ (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)



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. P-525A ENGINEER'S Project No. \_\_\_\_\_

#### ST. HELENS RIVERWALK

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 checked="" type="checkbox"/> City	<input type="checkbox"/> Contractor
Insurance	<input type="checkbox"/> City	<input checked="" 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**

**ST. HELENS RIVERWALK**

---

CIP Number: Project No. P-525A

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 H**

**CERTIFICATE OF FINAL COMPLETION**

Project Number:   **P-525A**  

Project: ST. HELENS RIVERWALK

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.

<i>Contractor</i>	<i>Title</i>	<i>Date</i>
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The City has determined the Project is 100% complete in compliance with all Contract Documents.

---

*Inspector/Supervisor*
*Date*

---

*Project Engineer*

*Date*

	City Administrator	
<i>City of St. Helens</i>	<i>Title</i>	<i>Date</i>

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 Values.
  - 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.sthelensoregon.gov/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

#### ST. HELENS RIVERWALK PROJECT NO. P-525A

- 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/WHI/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

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# **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

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

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

Part 5

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# **Project Specifications**

**(Separately Bound)**

Part 6

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## **Construction Drawings**

## Part 7

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# **Supplemental Reports**

**(Separately Bound)**

**Geotechnical Report**

**Limited Soil Characterization Investigation**

**Stormwater Drainage Report**

**Structural Calculations**