



# CAMPBELL PARK SPORT COURTS INSTALLATION PROJECT NO. M-508

## Contract Bid Documents



City of St. Helens | Campbell Park  
March 2019

CAMPBELL PARK | ENLARGED PLAN  
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**June 2021**

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

Edge Development  
2233 NW 23<sup>rd</sup> Ave., Suite 100  
Portland, OR 97210  
(503) 292-7733

CONTRACT BID DOCUMENTS

FOR

**CAMPBELL PARK SPORT COURTS INSTALLATION**  
PROJECT NO. M-508

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

June 2021

## INTRODUCTION AND TABLE OF CONTENTS

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

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..... Separately Bound

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..... Separately Bound

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

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Part 1

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# **Bid Documents**

**DRAFT FINDINGS FOR AN EXEMPTION FROM COMPETITIVE BIDDING  
CITY OF ST. HELENS, OREGON  
CAMPBELL PARK SPORT COURTS INSTALLATION**

Oregon Revised Statute (ORS) 279C.300 requires competitive bidding of public works improvement contracts unless specifically excepted or exempted from competitive bidding under Oregon Revised Statute (ORS) 279C.335. The City of St. Helens Local Contract Review Board may exempt a contract from competitive bidding under ORS 279C.335 based on two findings:

1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract;
2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of St. Helens (City).

Under St. Helens Public Contract Code Section 2.04.110, the City may exempt a contract from competitive bidding upon the following findings:

1. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
2. The estimated contract price or cost of the project, if relevant;
3. Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
4. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations; and
5. A description of the proposed alternative contracting methods to be employed.

Under St. Helens Public Contract Code Section 2.04.110, the City may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

Under St. Helens Public Contract Code Section 2.04.110, the City may approve a special procurement if the board finds that the request (i) is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and (ii) is reasonably expected to result in substantial cost savings to the city or the public or otherwise substantially promotes the public interest in a manner that could not be practicably

realized by complying with the requirements of the local contract review board rules without using an exemption.

In exempting the public works improvement from competitive bidding under ORS 279C.335(2)(b), the Local Contract Review Board must consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract, all 14 items under ORS 279C.335(2)(b)(A-N).

This document presents information the City of St. Helens Local Contract Review Board will consider in its finding to exempt the Campbell Park Sport Court Installation Project (Project) from competitive bidding and to use a direct solicitation/negotiation method of delivery.

## **I. BACKGROUND / NATURE OF THE PROJECT**

Campbell Park is a highly used 9.1-acre community park with recreation amenities. It has 2 reservable covered picnic shelters, ~~handicap~~ accessible restrooms, two lighted ballfields with bleacher seating and dugouts, a concession stand, playground equipment, 2 half-court basketball courts that commonly flood and four degraded tennis courts. It is the only park on the west side of Highway 30 despite there being a substantial portion of the City population located in that area. The park has not been improved in over a decade. The tennis courts are degraded. The courts have been identified as needing replacement for over 20 years. The amount of parking is inadequate to handle the parking needs of schedule youth baseball games. The park is in need of accessibility improvements.

The Project consists of replacing 4 tennis courts and 2 basketball courts with 2 tennis flex courts and 1 flex sport court, adding a picnic viewing area, improving natural stormwater facilities, expanding parking, and improving accessible access. The project includes substantial storm water improvement to prevent flooding. The new court surfaces will be shock absorbent and will reduce stress on knees, ankles and backs for users.

There are few bidders who can install the court surfaces involved in the Project

The City has already attempted to procure a contractor twice for this Project.

The City first advertised an ITB for the Project on August 13, 2020 with a closing date of September 3, 2020. The ITB was advertise in \_\_\_\_, \_\_\_\_, and \_\_\_\_\_. The City invited known potential bidders to Bid  the ITB. The ITB was place in various plan centers. Despite broad advertisement and  invitations, the City did not receive any bids.

The City then advertised the ITB for a second time on September 18, 2020, through October 15, 2020. The City increased the amount of advertisement by additional advertising in \_\_\_\_+, \_\_\_\_ and \_\_\_\_\_. The City again contacted the known potential bidders who are competent to install  the court surfaces. Despite receiving several inquires during the bidding process, no bidders submitted a bid for the ITB.

The City, after 2 failed attempts at the usual competitive bidding process, plans to select a contractor for the Project through direct solicitation/negotiation method of delivery.

## **II. SUMMARY OF FINDINGS**

With regard to ORS 279C.335 and St. Helens Public Contract Code Section 2.04.110, the City of St. Helens Local Contract Review Board has considered the following in its decision to exempt the Project from competitive bidding and use the direct solicitation/negotiation method of delivery:

**1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.**

Analysis: There are a very limited amount of contractors who are qualified and competent to install the court surfaces that are central to the Project.

The City has already twice followed a full and open competition for the Project. Despite expanding advertisement and specifically inviting competent contractors to bid, no bids have been received.

The City will attempt to approach 3 bidders having the specialized knowledge, capacity, and skills for the Project from within the state and Pacific Northwest. They will be invited to directly negotiate with the City. This process will maximize the chance at acquiring a reasonable and competitive price for the Project. The City will proceed to continue to negotiate with the most favorable bidder, and will continue to seek a bidder until an acceptable negotiated amount can be established.

Finding: The City finds that favoritism will not be encouraged, nor will competition be substantially diminished by using a direct solicitation/negotiation method of delivery. Competition has been maximized by making multiple attempts to use the traditional procurement method.

**2. Awarding a public improvement contract under the exemption will likely result in substantial benefits to the City of St. Helens.**

Analysis: The courts have needed to be replaced for over 20 years. The courts currently suffer from a flooding problem that impact the courts and the public's ability to use the courts. The Project needs to be completed. The Project consists of replacing 4 tennis courts and 2 basketball courts with 2 tennis flex courts and 1 flex sport court, adding a picnic viewing area, improving natural stormwater facilities, expanding parking, and improving accessible access. The project includes substantial storm water improvement to prevent flooding. The new court surfaces will be shock absorbent and will reduce stress on knees, ankles and backs for users. The Project benefits the City by improving its amenities to its residents, improving access to the amenities, and will expand service

to an underserved portion of the community, all while providing a safer court surface for users.

Finding: Awarding the Project under the exemption provides substantial benefits to the City. The exemption will allow the needed improvement to be built. The public will receive increased services and a safer park user experience.

### **III. RESPONSE TO ITEMS UNDER ORS 279C.335(2)(b) AND ST. HELENS PUBLIC CONTRACT CODE SECTION 2.04.110**

In approving the finding under ORS 279C.335(2)(b), the Local Contracting Review Board must consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract 14 items outlined in ORS 279C.335(2)(b)(A-N). Information considered by the Local Contract Review Board related to each of these requirements follows:

(A) How many persons are available to bid:

Information considered by the Local Contract Review Board: There are a limited number of contractors qualified to install the court surfaces involved in the Project

(B) The construction budget and the projected operating costs for the completed public improvement:

Information considered by the Local Contract Review Board: The estimated construction cost for the project is approximately \$100,000.

(C) Public benefits that may result from granting the exemption:

Information considered by the Local Contract Review Board: Public amenities will be improved. Public amenities will be increased. Public access will be increased. Storm water will be managed. Parking availability will be increased. Places to relax and picnic will be increased. Safer court surfaces will be installed.

(D) Whether value engineering techniques may decrease the cost of the public improvement:

Information considered by the Local Contract Review Board: Not applicable.

(E) The cost and availability of specialized expertise that is necessary for the public improvement

Information considered by the Local Contract Review Board: There are limited contractor who can install the court surfaces involved in the Project.

(F) Any likely increases in public safety

Information considered by the Local Contract Review Board: Safer court surfaces will be installed.

(G) Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement

Information considered by the Local Contract Review Board: The court surfaces are in need of immediate replacement because of degrading over time. The project will replace the current surfaces with a safer surface. The new court surfaces will be shock absorbent and will reduce stress on knees, ankles and backs for users. The project will reduce risks to the public. A safer park reduces risks to the City.

(H) Whether granting the exemption will affect project funding sources

Information considered by the Local Contract Review Board: According to the grant administrator, the Project funding source will not be impacted by an exemption from competitive bidding and use of the direct solicitation/negotiation method of delivery.

(I) Whether granting the exemption will better enable the City to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement

Information considered by the Local Contract Review Board: Not applicable

(J) Whether granting the exemption will better enable the City to address the size and technical complexity of the public improvement

Information considered by the Local Contract Review Board: The City will be able to directly approach those who are most technically competent at installing the court surfaces involved in the Project.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure

Information considered by the Local Contract Review Board: The Project involves both new and renovated construction.

(L) Whether the public improvement will be occupied or unoccupied during construction

Information considered by the Local Contract Review Board: The areas subject to construction will not be available for public use until approved and accepted.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions

Information considered by the Local Contract Review Board: Construction will most likely be completed in a single phase. However, the work involves several elements, which will require well-planned work sequences.

(N) Whether the City has, or has retained under contract, and will use city personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the City will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract

Information considered by the Local Contract Review Board: The City has substantial experience procuring construction, will use specialized advisor services when necessary and the law firm of Jordan Ramis for legal counsel support for the Project.

Possible areas where specialized advisors with specific expertise may be hired or utilized include for exempting the Project from competitive bidding, for securing the bidders, for overseeing the work of the selected contractor during price development, and for providing assistance during negotiation of the terms, conditions, scope, and pricing for construction.

In addition, Jordan Ramis, PC's attorneys act as general and special counsel for local governments (counties, cities, and special purpose districts) throughout Oregon. They provide advice on public contracting, design and construction litigation, property issues (including negotiation, acquisition, and condemnation), insurance coverage and defense, public meetings, public records, finance, system development charges, utility ratemaking, telecommunications, environmental and natural resources, energy, government ethics for public officials, franchise fees and privilege taxes, and other matters associated with conducting government affairs. They have provided legal counsel to municipal clients on a number of alternative delivery projects including the use of sole source, design-build and CM/GC.

**CAMPBELL PARK SPORT COURTS INSTALLATION  
PROJECT NO. M-508  
FIRM OFFER (BID) AND SCHEDULE OF PRICES**

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

NAME OF BIDDER: Edge Development  
CONTACT: Dave Didier  
ADDRESS: 2233 NW 23rd Ave., Suite 100  
CITY Portland STATE OR ZIP 97210  
TELEPHONE NO.: 503-292-7733  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: dave@edgedevelop.com

To the Honorable Mayor and City Council  
City Hall  
City of St. Helens  
265 Strand Street [P.O. Box 278]  
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 Times, 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, in a form substantially similar to that attached and agree 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 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 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 amount of \$30,000 with BOLI
  - Certificates of Insurance for Liability and property damage coverage;
  - Certificates of Coverage for Workman Compensation and unemployment insurance; and
  - All other bonds, permits, licenses, etc. as required in the contract documents.
6. The quantities stated in the Schedule of Prices are approximate only and payment will be made at the unit prices stated for the actual quantities incorporated in the completed work. If there is an increase in the total payment for an item covered by a lump sum price, it shall be computed on the basis of extra work for which an increase in payment will have been earned; and if there is a decrease in a lump sum payment for any such items, it shall be made only as the result of negotiation between the undersigned and the City.

**BID SCHEDULE**  
**CAMPBELL PARK SPORT COURTS INSTALLATION**  
**PROJECT NO. M-508**

**\*Submit a minimum of 4 (four) examples of successful projects of similar scope completed within the last 3 (three) years with bid\***

Item No	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
1	Mobilization, Bonds, Insurance and Demobilization	LS	1		18,178.00
2	Multi-Sport Court (120' X 110'; Two Tennis, Pickleball, etc.), Complete in Place <i>110' x 110'</i>	EA	2		139,820.00
3	Multi-Sport Court (110' X 110'; Basketball, Volleyball, etc.), Complete in Place <i>58' x 92'</i>	EA	1		81,879.00
4	20-ft X 110-ft Concrete Seating/Viewing Pad, Complete in Place <i>10' x 92'</i>	EA	1		14,765.00
		<b>Total of Items 1,2, 3 &amp; 4:</b>			<b>274,582.00</b>
5	Optional – Multi-Sport Court Perimeter 10-ft High Fencing with 1 3/4" Tennis Court Mesh. Galvanized Finish Complete With One (1) 8-ft Wide Double Swing Gate and One (1) 4-ft Wide Man Gate, Complete in Place	LF	460		

*\*Abbreviations: LS: Lump sum EA: Each LF: Linear Feet*

The following base bid (*Items 1, 2, and 3 ONLY*) of \_\_\_\_\_ Dollars (\$ 259,817.00 ) is proposed for the project as described in the Contract Documents.

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

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 60 calendar days following issuance of the Notice to Proceed and shall be completed no later than **August 31, 2021**.
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 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 papers 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 material 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 Prices. **ADDENDA NUMBERED \_\_\_\_\_ THROUGH \_\_\_\_\_ HAVE BEEN REVIEWED.**

- 27. **Included with this bid are examples of a minimum of four (4) projects of similar size and scope completed by bidder within the last three (3) years.**
- 28. Bidder information and signature.

---

**NAME OF BIDDER**

**BIDDER IS A RESIDENT OF THE STATE OF** \_\_\_\_\_

(See ORS 279A.120)

**CONSTRUCTION CONTRACTORS BOARD LICENSE NO** \_\_\_\_\_

---

**SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE**

---

**OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE**

---

**DATE BID IS SIGNED**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**CAMPBELL PARK SPORT COURTS INSTALLATION**

Project No. M-508

**City of St. Helens, Oregon**

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

**BID SUBMISSION DEADLINE** Date: \_\_\_\_\_ Time: \_\_\_\_\_ 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 SUB-CONTRACTORS**

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

(Make additional copies as needed for each contractor)

**Sub-Contractor/Address:** \_\_\_\_\_

For: \_\_\_\_\_

\$ \_\_\_\_\_

Builders Board No. \_\_\_\_\_ Expires \_\_\_\_\_

Worker's Comp. Verified:       Yes       No

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_ Expires \_\_\_\_\_

City of St Helens Business License \_\_\_\_\_

Part 2

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# **Contract Documents**

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

**CAMPBELL PARK SPORT COURTS INSTALLATION**

**Project No. M-508**

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 Jenny Dimsho, 503.366.8207.

**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 August 31, 2021.

**2. Statement of Work**

The General Character of the work for this Project includes but is not limited to:

The site location is Campbell Park, 150 McMichael Street, St. Helens, Oregon at the location of four existing tennis courts.

Demolition of existing courts and fencing, rough site grading, and general preliminary site preparation to be completed by City staff. Final grading, compaction, and subgrade preparation to be completed by Contractor as required for slab and surfacing installation.

Concrete slab foundation with overall dimensions of approximately 110' (w) X 250' (l) to be installed by Contractor. Assumed court dimensions are 110' (w) X 120' (l) for two side-by-side tennis/Pickleball/etc. net sport courts, and 110' (w) X 110' (l) for an adjacent basketball, volleyball, multi-use court. An approximate 20-ft by 110-ft concrete viewing/seating area to be provided between courts. Seating and the extension of the viewing area hard surface with connection to the adjacent parking area and the seating to be provided by others.

Contractor shall manufacture, deliver, and install, complete in place, three (3) multi-sport courts. Within the (3) multi-sport courts there shall be at a minimum one basketball court, one volleyball court, two tennis courts, and two Pickleball courts in the general layout shown in the Conceptual Drawings. Additional sports may be accommodated as is appropriate to the size of the courts. Any basketball hoop systems, tennis, Pickleball, and volleyball net systems, surfacing, markings, appurtenances, and other sport components as necessary to be provided and installed by Contractor.

Contractor may include an optional bid for 460 liner feet of 10-ft high galvanized fencing with 1 3/4" tennis court mesh around the multi-sport net courts with one 8' wide double-swing gate and one 4' wide man gate. The successful bidder shall provide technical specifications and installation details on the proposed products and site preparation means and methods for City review and approval. All work shall comply with any state and/or federal guidelines and/or requirements for the specified work.

See attached Conceptual Drawings. Note: Actual dimensions will vary.

This is a grant-funded project through Oregon Parks & Recreation Department's Local Government Grant Program. To satisfy the grant contract, this project must be completed by August 31, 2021.

The work is more fully described in the Contract Documents, 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,



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

Approved:

Mayor Rick Scholl

Date

Authorized by the full Council on \_\_\_\_\_

Attest:

City Recorder

Date

Reviewed:

City Attorney

Date

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**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 or manner of the Contractor’s performance. The Contractor is responsible for determining the appropriate means 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 or state 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 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 Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Conceptual Drawings for the **Campbell Park Sport courts Installation, Project No. M-508** 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, 2018 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 termination. 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, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

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 public convenience.

Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

### **11. Payment on Early Termination**

- a. If this Contract is terminated under 10(a) (b) or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this Contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this Contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

### **12. Remedies**

In the event of termination under 10 (d), by the City due to a breach by the Contractor, then the City may 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 reasonable excess. After notice of termination under paragraph 10(c), 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. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under this contract for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

### **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 three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

### **14. Ownership of Work**

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 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. City shall reserve as retainage from any progress payment an amount not to exceed 5% of the payment. Amounts reserved as retainage shall be included in and paid to the contractor as part of the final payment of the contract price.
- b. The Contractor shall 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, pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract, not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished, and pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- c. The Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective and shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- d. 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 this public improvement contract as the claim becomes due, the 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.
- e. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this public improvement contract within 30 days after receiving payment from the City or the Contractor, in the case of a first tier subcontractor, the Contractor or first-tier 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.

- f. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this 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.
- g. Pursuant to ORS 279C.520, a 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.
- h. Contractor shall promptly, as due, make payment to any person, co-partnership, 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. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- j. Contractor shall include in each subcontract for property or services with a first-tier subcontractor, including a material supplier, a payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts City pays to Contractor under this contract, a clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor, a clause that requires Contractor to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract, an interest penalty clause that obligates Contractor, if Contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with ORS 279C.580.
- k. Contractor shall also require the first-tier subcontractors to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) 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, subject to the provisions of ORS 279C.580.

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 hereof by these references 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**

- a. 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. Pursuant to ORS 279C.830(1), the existing prevailing

rate of wage that may be paid to workers in each trade or occupation required may be found at <http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx> and such requirements are made a part hereof by this reference. For public works for which the contract price is \$50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.), which may be found at <http://www.wdol.gov/Index.aspx>. Contractor and all subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.

- b. If the Contract is for a public work and the Contract price is \$50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City a certified statement in writing that conforms to the requirements of ORS 279C.845.

### **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.

### **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 delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City one hundred fifty dollars per day (\$150/day) for each and every day that elapses in excess of the contract time or the final adjusted 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, or adjusted 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 the parties.

### **21. Liability, Indemnity and Hold Harmless**

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that 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 except for 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. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. 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 this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity 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 also cause for immediate 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 Bond(s) written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract. The bond(s) 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 bond(s) 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 year following the date of completion due to faulty or inadequate materials or workmanship. Contractor shall also repair 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 one year 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. 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

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

**State Agencies:**

Administrative Services, Department of Agriculture, Department of Columbia River Gorge Commission Consumer & Business Services, Department of

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new 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
  - v. 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 successful bidder 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 successful bidder 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, the successful bidder shall immediately give notice of the condition to the contracting agency. 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 the contracting agency. 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 contracting agency 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
  - v. 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 either subsection(a)(i) or (b)(i)of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor’s bid documents when making the contracting agency’s determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under subsection (a)(iii), (a)(v), (b)(iii) or (b)(v) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under subsection (a)(vi) or (b)(vi)of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, 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 the 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 stopped 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. City shall not be precluded or stopped, 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.

**28. Errors**

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract 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.

**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, any sum which a court, including any appellate court, may adjudge reasonable as attorney’s fees.

**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: Edge Development  
Attn: Dave Didier  
2233 NW 23<sup>rd</sup> Ave., Suite 100  
Portland, OR 97210  
503.292.7733

And when so addressed, shall be deemed given upon 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.



**CAMPBELL PARK SPORT COURTS INSTALLATION  
PROJECT NO. M-508**

**LIST OF EXHIBITS**

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



## EXHIBIT A

### STATEMENT OF WORK

#### CAMPBELL PARK SPORT COURTS INSTALLATION PROJECT NO. M-508

The site location is Campbell Park, 150 McMichael Street, St. Helens, Oregon at the location of four existing tennis courts.

Demolition of existing courts and fencing, rough site grading, and general preliminary site preparation to be completed by City staff. Final grading, compaction, and subgrade preparation to be completed by Contractor as required for slab and surfacing installation.

Concrete slab foundation with overall dimensions of approximately 110' (w) X 178' (l) to be installed by Contractor. Assumed court dimensions are 110' (w) X 110' (l) for two side-by-side tennis/Pickleball/etc. net sport courts, and 58' (w) X 92' (l) for an adjacent basketball court. An approximate 10-ft by 92-ft concrete viewing/seating area to be provided between courts. Seating and the extension of the viewing area hard surface with connection to the adjacent parking area and the seating to be provided by others.

Contractor shall manufacture, deliver, and install, complete in place, three (3) multi-sport courts. Within the (3) multi-sport courts there shall be at a minimum one basketball court, two tennis courts, and six Pickleball courts in the general layout shown in the Conceptual Drawings. Additional sports may be accommodated as is appropriate to the size of the courts. Any basketball hoop systems, tennis, and Pickleball net systems, surfacing, markings, appurtenances, and other sport components as necessary to be provided and installed by Contractor.

The successful bidder shall provide technical specifications and installation details on the proposed products and site preparation means and methods for City review and approval. All work shall comply with any state and/or federal guidelines and/or requirements for the specified work.

See attached Conceptual Drawings. Note: Actual dimensions will vary.

This is a grant-funded project through Oregon Parks & Recreation Department's Local Government Grant Program. To satisfy the grant contract, this project must be completed by August 31, 2021.



# 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.

**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.

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.

**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 four or more of the following :)

- 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**





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

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

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

Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Surety

By: \_\_\_\_\_  
(Attorney-in-Fact) (Address) (Telephone)

---

Principal

By: \_\_\_\_\_  
(Address) (Telephone)



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

Bond No.:

Project No.: CAMPBELL PARK SPORT COURTS INSTALLATION, PROJECT NO. M-508

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

**Total Bond Amount**      \$ \_\_\_\_\_

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

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

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

WHEREAS, the Principal has entered into a contract with the City of St. Helens, the specifications, terms and conditions of which are contained in above-referenced Contract Documents; 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 and specifications, and schedule of contract prices which are set forth in the contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the contract, with or without notice to the sureties, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS

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

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

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

Dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(Attorney-in-Fact) (Address) (Telephone)

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
(Address) (Telephone)



# EXHIBIT E

## CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. M-508 ENGINEER'S Project No. N/A

### CAMPBELL PARK SPORT COURTS INSTALLATION

CONTRACTOR: Edge Development

Contract For: CITY OF ST. HELENS Contract Date \_\_\_\_\_

This Certificate of Substantial Completion applies to:

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

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

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Other Responsibilities:

City		Contractor

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

---

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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**

**CAMPBELL PARK SPORT COURTS INSTALLATION**

---

CIP Number: Project No. M-508

Contractor: Edge Development

2233 NW 23<sup>rd</sup> Ave., Suite 100

Portland, OR 97210

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 work, and that:

1. If required by law, 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 Engineer prior to the start of such subcontracted work.
3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.
4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.
5. All private property and easement areas have been satisfactorily restored in accordance with the contract.
6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_



# EXHIBIT G

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

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

From: Edge Development  
2233 NW 23<sup>rd</sup> Ave., Suite 100  
Portland, OR 97210

PROJECT: CAMPBELL PARK SPORT COURTS INSTALLATION  
PROJECT NO: M-508

In connection with our request for final payment for the above project, I, \_\_\_\_\_, hereby state that:

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

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

### SWORN STATEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON

\_\_\_\_\_)  
\_\_\_\_\_) ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared

\_\_\_\_\_,  
\_\_\_\_\_ Whom I know personally  
\_\_\_\_\_ Whose identity proved on the basis of  
\_\_\_\_\_  
\_\_\_\_\_ Whose identity I proved on the oath/affirmation of  
\_\_\_\_\_, a credible witness to be the signer of the above document, and he/she  
acknowledged that he/she executed the same under oath/affirmation.

\_\_\_\_\_  
Notary Public for Oregon



# EXHIBIT H

## CERTIFICATE OF FINAL COMPLETION

Project Number: M-508

Project: CAMPBELL PARK SPORT COURTS INSTALLATION

Contractor: Edge Development

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 of the City Engineer, according to the plans and specifications.

\_\_\_\_\_  
*Contractor* Title Date

The City has determined the project is 100% complete in compliance with all contract documents.

\_\_\_\_\_  
*Inspector/Supervisor* Date

\_\_\_\_\_  
*Project Engineer* Date

\_\_\_\_\_  
*City of St. Helens* City Administrator Title Date

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



# EXHIBIT I

## INSTRUCTION TO BIDDERS

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

### 1. SCOPE OF WORK

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

### 2. EEO AFFIRMATIVE ACTION

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

### 3. BID PROVISIONS

- a. Each bid must contain a completed Bid including the following:
  - A. A Bid and Schedule of Prices.
  - B. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.
  - C. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.
  - D. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.
  - E. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
  - F. A statement as to whether or not the bidder is licensed under ORS468A.720 for asbestos removal if applicable.
  - G. A statement that the bidder has a current and valid license with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.
  - H. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place.
  - I. First Tier Subcontractor form for the project on the City form (physically received by City within 2 working hours of the bid submission deadline).
  - J. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.
  - K. Certification: Non-discrimination
  - L. Certification: No Conflict of Interest
  - M. Certification: Not ineligible for Public Works Contracts
- b. The City will not mail notice of addenda but will publish notice of any addenda on City's website and post the notice of addenda at City Hall at <https://www.ci.st-helens.or.us/rfps>. The addenda may be downloaded or picked up at City Hall. Check the website and City Hall bulletin board frequently until the bid submission deadline.
- c. No bid will be received or considered by the City of St. Helens unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage in the form of a BOLI document is included in the bid documents.

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

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

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

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

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

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

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

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

D. Furnish the required Certificates of Insurance.

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

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

**4. PREOFFER CONFERENCE AND PREQUALIFICATION OF BIDDERS**

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

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

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

**5. FORM OF BID**

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

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

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

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

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

## **6. LATE BIDS**

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

## **7. INTERPRETATION OF CONTRACT AND ADDENDA**

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

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

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

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

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

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

- a. Prior to submitting a bid, it is the responsibility of each Bidder to:
  - A. Examine the plans, specifications and contract documents thoroughly.
  - B. Become fully informed as to the quality and quantity of materials and the character of the work required.
  - C. Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.
  - D. Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations
  - E. Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.
  - F. Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.
  - G. Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.
  
- b. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.
  
- c. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.
  
- d. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.
  
- e. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these bid documents.
  
- f. Notice: It is further understood that a bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the contract or contract Special Provisions and if such conditions are not satisfied may result in termination of the contract.

**9. FAMILIARITY WITH LAWS AND ORDINANCES**

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

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

**10. UNIT BIDS**

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

**11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID**

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

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

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

**12. MISTAKES IN BIDS**

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

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

**13. REJECTION OF BIDS**

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

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

**14. BID PROTEST.**

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

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

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



## EXHIBIT J

### OREGON PREVAILING WAGE RATES

#### CAMPBELL PARK SPORT COURTS INSTALLATION Project No. M-508

- 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 January 1, 2021** are incorporated herein as though fully set forth as of the date the Bidding Documents are first advertised.

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

# **PWR REQUIRED POSTINGS ALL CONTRACTORS AND SUBCONTRACTORS**

## **PREVAILING WAGE RATES**

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

## **DETAILS OF FRINGE BENEFIT PROGRAMS**

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

## **WORK SCHEDULE**

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

## PUBLIC WORKS BONDS

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

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

### Exemptions:

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

### **ORS 279C.830(2) requires:**

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

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

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

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

Part 3

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**2018 Oregon Standard  
Specifications for  
Construction**  
(Separately Bound)

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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# **Special Provisions**

# CAMPBELL PARK SPORTS COURT INSTALLATION

## PROJECT NO. M-508

### SPECIAL PROVISIONS

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DIVISION 1 - GENERAL REQUIREMENTS

## SECTION 01100

### SUMMARY OF WORK

#### 1.1 GENERAL

These general requirements, special provisions, and technical specifications supplement and amplify certain sections of the Standard Terms and Conditions for Public Improvement Contracts, and Supplementary General Conditions. Work shall be in accordance with the 2018 or most current version of the Oregon Standard Specifications for Construction (OSSC), including all revisions at date of bid opening except as may be modified herein. These specifications shall apply in all particulars insofar as they are applicable to this project. In the case of discrepancy, unless noted herein, the more restrictive provisions shall apply.

#### 1.2 SCOPE OF WORK

In general, the project consists of:

Contractor to manufacture, deliver, and install three (3) multi-sport courts. A concrete viewing/seating area to be provided between the courts. Seating to be provided by others. Contractor to coordinate with City staff on specifications for the gravel base site preparation. Contractor to install concrete slab foundation approximately 250' (l) x 110' (w). All basketball hoop systems, tennis and volleyball net systems, surfacing, markings, and other sport components to be provided and installed by the selected contractor. Contractor may include an optional bid for perimeter fencing around the multi-sport net courts (e.g., not the basketball court). This project is funded by an Oregon Parks and Recreation grant.

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

#### 1.3 LOCATION OF WORK

Work on this project is located at Campbell Park, 150 McMichael Street, St. Helens, Oregon at the location of four existing tennis courts.

#### 1.4 INTENT OF WORK

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



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

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

#### **1.4 PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS**

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

For each labor classification, the Contractor shall abide by the requirements of the prevailing wage rates for the State of Oregon Bureau of Labor and Industries (BOLI), as required. Applicable Oregon prevailing wage rates are contained in the publication, Prevailing Wage Rates for Public Works Contracts in Oregon, Effective January 1, 2020 and the Prevailing Wage Rates for Public Works Contracts in Oregon Amendment to the Appendix effective February 1, 2020, ORS 279C.830(1)(a); OAR 839-025-0020(4) and (5). The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e).

#### **1.5 PERMITS, FEES, AND LICENSES**

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

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

#### **1.6 US MAIL SERVICE**

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

## 1.7 ADDITIONS OR DELETIONS TO THE OSSC

1. Section 120.00 ADD: Pre-qualification is required. Bidders are required to be registered with the State of Oregon Construction Contractors Board, pursuant to ORS701-055 (1), prior to submitting proposal.
2. Section 120.65. ADD: In the event that the product of a unit price and an estimated quantity do not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount(s) quoted, the individual item amounts shall govern the correct total and shall be deemed to be the amount bid.
3. Section 1150. ADD: Public Works Supervisor, Dave Elder, (503) 397-3532 must be notified 48 hours in advance to coordinate any taps and or water valve operation. The Contractor is not allowed to operate any water valves controlling flow to or from the City's potable water system.
4. Section 120.25. ADD: No subsurface information is available.
5. Section 280. ADD: In addition to the requirements stated, the Contractor shall provide to the City for review and approval prior to construction, a definitive procedure or system of watering for dust control. There will be no separate payment made for dust control and the costs therefore shall be borne by the Contractor.
6. Section 170.70. ADD: Insurance coverage shall be in the amount specified in the "STANDARD TERMS & CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS". The Contractor shall also protect the City, its officers, agents, and employees and name them as an additional insured party.
7. Section 170.65. ADD: The general wage decision provided is the latest information available. It is the Contractor's responsibility to establish the prevailing rate of wages, which is in effect ten (10) days prior to bid opening in Columbia County.
8. Section 170.10. ADD to the first paragraph the following: The Contractor shall also:
  - a. Pay all contributions or amounts due the Industrial Accidental Fund from such Contractor or subcontractor incurred in the performance of the contract.
  - b. Not permit any lien or claim to be filed or prosecuted against the City of St. Helens or subdivision thereof, on account of any labor or material furnished.
  - c. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
9. Section 180.41. ADD: The Contractor shall submit a written schedule prior to or at the pre-construction conference. The written schedule shall be updated on a weekly basis and submitted to the City for the duration of construction activities.
10. Section 195. ADD: Payment for Work. All parts of the work shown on the plans and not specifically identified in the proposal shall be considered incidental and, therefore, not subject to additional compensation.
11. Section 197.40. ADD: Invoices. Additive or deductive change orders, initiated after start of construction, shall generally be bound in form and submittal to the following requirements:

- a. Breakdown, from the general and/or subcontractor and/or supplier, shall be provided to the City indicating deductive costs by item or scope for labor, materials, equipment, permits, fees, and bonds.
- b. Time logs shall indicate dates and times for work performed, and by whom; and labor costs provided shall be by man/by rate per prevailing wage certifications as submitted to Labor Department.
- c. Breakdown, from the general and/or subcontractor and/or supplier, shall be provided to the City indicating additive costs by item or scope for labor, materials, equipment, permits, fees and bonds.
- d. Mark-up for overhead, including permits and bonds, relative to direct or indirect additive costs by General Contractor or subcontractor shall not exceed the ten (10) percent of the additive work.
- e. Profit relative to direct or indirect additive costs by General Contractor or subcontractor shall not exceed five (5) percent of the additive work.
- f. Change orders shall first indicate deductive costs then additive costs by item or scope in this sequence...labor, materials, equipment, overhead, and profit.

12. Section 195.80. DELETE: Allowance for Materials on Left Hand. Delete this section.

13. Section 405. ADD: Excavation is classified as common.

## **SECTION 01200**

### **PROJECT MEETINGS**

#### **1.1 PRE-BID CONFERENCE**

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

#### **1.2 PRE-CONSTRUCTION CONFERENCE**

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

#### **1.3 PROGRESS MEETINGS**

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

## SECTION 01210

### ROLES & RESPONSIBILITIES

#### 1.1 OWNER'S AUTHORITY AND RESPONSIBILITIES

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

##### **A. The Project Manager**

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

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

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

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

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

The Project Manager manages all aspects of the project, including reviewing and approving construction plans, changes in construction, submittals, shop drawings and supporting calculations, and ensuring project compliance with all codes and ordinances and established engineering standards. The Project Manager manages the project's bid process, holds bid conferences, pre-construction conferences, project meetings, evaluates bids, makes bid award recommendations, and reviews contractor pay requests, coordinates work with Contractor and other agencies, resolves construction difficulties and problems and makes adjustments in original designs as needed; performs inspections, and oversees all aspects of project closeout.

Project Manager's decisions and estimates shall be final.

## **B. Project Construction Inspector**

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

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

Project Construction Inspector is not authorized to:

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

### **1.2 CONTRACTOR'S AUTHORITY AND RESPONSIBILITIES**

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

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

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

Contractor shall at all times maintain good discipline and order at the site. At the written request of the Project Manager, the Contractor shall immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Project Manager, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Such person shall not be employed again on the work. The Contractor, acting through an approved designated superintendent, shall give personal attention to and shall manage the work to the end that it shall be prosecuted faithfully. When the superintendent is not personally present at the job site, an alternate previously designated representative shall be available and shall have the authority to act on the Contract. The Contractor alone shall at all times be responsible for the safety of his and his subcontractor's employees.

### **1.3 COMPETENT PERSON DESIGNATION**

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

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

### **1.4 EMERGENCY MAINTENANCE SUPERVISOR**

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

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

## **SECTION 01220**

### **COORDINATION OF WORK**

#### **1.1 COORDINATION OF CONTRACT DOCUMENTS**

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

- Outside agencies permits/requirements as may be required by law or loan agreements
- Bidding Rules and Contract Documents
- Addenda to Contract Documents
- Contractor's Approved Proposal
- Technical Specifications
- General and Supplementary Conditions of the Contract
- Oregon Standard Specifications for Construction (most current version at bid opening)
- Standard Plans
- Reference Specifications

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

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

#### **1.2 CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS**

Contractor shall furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits will be as defined in the respective items of the Contract or, if not defined, as determined by the Project Manager. Contractor shall obtain approval before deviating from the plans and approved working drawings. The Contractor shall not perform work beyond the lines and grades shown on the plans or any extra work without prior approval from the Project Manager. Work performed beyond the lines and grades shown on the plans or any extra work performed without prior approval from the Project Manager is considered unauthorized and shall be excluded from pay consideration. The City will not pay for materials rejected due to improper fabrication, excess quantity, or any other reason within the Contractor's control.

#### **1.3 NOTIFICATION OF UTILITIES AND AGENCIES**

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

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

Utilities which may be impacted include the following:

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

Contractor shall be responsible for the scheduling and coordination of the construction activities necessary to support the resolution of any utility conflicts with the appropriate utility agency. The City will not incur any financial responsibility for any construction delays related to the relocation of any utilities. If the Contractor fails to locate any known utility that interferes with construction, the cost of correcting the conflict shall be borne by the Contractor. Contractor shall be responsible for prompt notification to the City and the appropriate utility agencies of any known utility conflicts. Contractor shall give at least five (5) business days' notice to the City or utility agency if a conflict arises and relocation of an existing utility is necessary. In areas where the Contractor's operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the Contractor. There will be no separate payment made for the verification of utility depths or maintenance of utility markings and the costs thereof shall be considered incidental to construction.

#### **1.4 COORDINATION WITH UTILITIES AND OTHER CONTRACTORS**

The Contractor shall use established safety practices when working near utilities, and shall consult with the appropriate utilities before beginning work. Contractor shall notify the Project Manager immediately of utility conflicts. The Project Manager will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Project Manager will make necessary arrangements with the utility owner when utility adjustments are required. Contractor shall use work procedures that protect utilities or appurtenances that remain in place during construction, cooperate with utilities to remove and rearrange utilities to avoid service interruption or duplicate work

by the utilities, and allow utilities access to the right of way. Contractor shall immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored.

## **1.5 SITE INVESTIGATION AND PHYSICAL DATA**

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

## **1.6 MEANS AND METHODS OF CONSTRUCTION**

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

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

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

## **SECTION 01230**

### **ACCESS TO WORK**

#### **1.1 ACCESS TO WORK**

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

#### **1.2 ACCESSIBILITY OF PRIVATE ROADS AND DRIVEWAYS**

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

#### **1.3 CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY**

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

#### **1.4 CONSTRUCTION WITHIN EASEMENTS ON PRIVATE PROPERTY**

The Contractor is responsible for site safety and the protection of property. Certain portions of this project may require working in close proximity to existing structures and private property. It is the Contractor's responsibility to conduct its operations and limit the size of equipment used in such a manner so as to prevent damage to existing property from excessive vibration or from other direct or indirect Contractor operations. The cost associated with repairing or replacing property that is damaged by the Contractor's operations shall be the responsibility of the Contractor, in accordance with the General Conditions. When portions of this project require working in close proximity to private homes and businesses, it is the Contractor's responsibility to conduct its operations in a manner that respects residents and others with regard to strong language, garbage, ensuring that pets are not allowed to escape. Contractor shall adequately cover and barricade any open excavation to eliminate potential hazards to the property owner or others during construction.

## SECTION 01300

### CONSTRUCTION DOCUMENTATION

#### 1.1 DOCUMENTATION

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

##### **A. Pre-Construction and Post-Construction Site Documentation**

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

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

The areas to document will generally include,

- Road surface conditions
- Private Driveways
- Paved walkways
- Trees, shrubs, flower beds
- Fences and gates
- Retaining walls
- House foundations
- Parked vehicles
- Outdoor fixtures (sheds, lights, furniture, etc.)
- Any visible pre-existing conditions such as broken sidewalks, fences, etc.
- Unpaved ground conditions (lawn conditions, etc.)

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

## SECTION 01310

### PROJECT SCHEDULE AND TIMELINE

#### 1.1 NOTICE TO PROCEED

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

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

#### 1.2 TIME OF COMPLETION

The Contractor shall complete all work shown and specified within the time limits stated in the Agreement. All work on this project shall be completed within **60 calendar days** following the issuance of the Notice to Proceed, weather permitting, or as authorized by the City, and shall be fully complete no later than August 31, 2021. Once started, work shall continue uninterrupted except by weekends, authorized holidays, severe weather, or by written agreement with the City for an agreed upon time.

#### 1.3 WORKING HOURS, OVERTIME, AND HOLIDAY WORK

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

Mon – Fri: 8:00 A.M. – 4:30 P.M.

Sun – Sat – Holidays: None

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

#### 1.4 PROJECT SCHEDULE

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

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

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

## 1.5 CONSTRUCTION DELAYS AND EXTENSION OF TIME

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

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

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

This project is funded by a grant through the Oregon Parks & recreation Department's Local Government Grant Program. To satisfy the grant, this project must be completed by August 31, 2021. Failure to complete all required work within this time period will mean loss of project funding.

## 1.6 LIQUIDATED DAMAGES

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

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the City constitute a waiver of the City's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms. The liquidated damages shall constitute payment in full only of damages incurred by the City due to the Contractor's failure to complete the Work on time. Liquidated damage payment to the City in the event the Contractor does not complete the work in the specified Contract Time shall be in the amount of One

Hundred Fifty Dollars (\$150.00) assessed for each calendar day of delay, including holidays and weekends, and shall run continuously until the work is substantially complete.

## SECTION 01320

### CONSTRUCTION SURVEY WORK

#### 1.1 DESCRIPTION

This work consists of all surveying activities necessary to control the phases of work required to construct the Project to the lines and grades as shown, specified, or established.

Contractor shall make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations. Plans, specifications and other data necessary to lay out the work will be available for inspection at the Project Manager's office.

#### 1.2 CONSTRUCTION SURVEY, STAKES, LINES, AND GRADES

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. This work shall include locating or reestablishing project survey control, construction staking, including benchmarks, centerlines, and other measurements necessary for the proper execution of the project, and all surveying activities necessary to control the phases of work required to construct the project to the lines and grades as shown, specified, established, or required. The location or monumentation of any real property boundaries or easements required for construction shall be performed by or under the direct supervision of a Professional Land Surveyor registered in the State of Oregon. Prior to construction, Contractor shall check with Columbia County for private property corners and stakes, as necessary. Prior to construction, the field layout shall be approved by the Project Manager.
- B. The City shall provide available engineering surveys as necessary to establish reference points for construction which in Project Manager's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Project Manager whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- C. Existing control points in the area of the project are listed as follows:
  - Horizontal control: Alignment shall be generally as shown on the Contract Drawings using existing features for offsets and bends for control.
  - Vertical Control: Monument documentation is available from the City Engineering Department if required.
- D. The Contractor shall not disturb permanent survey monuments, stakes, lot stakes, bench marks or other permanent survey monumentation. The Contractor shall restore all such disturbed monumentation and the bear the expense of replacing any that are disturbed. In the case of destruction thereof by the Contractor or resulting from its negligence, the Contractor shall be charged with the expense and damage resulting therefore and shall be responsible for any

mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, private property corners, and stakes.

- E. Survey work layout shall be from reference points, right of way lines, easement lines or other reference points shown on the drawings.
- F. Staking of Right-of-Way: Where improvements appear to be within ten feet of a right of way line, the surveyor shall locate and stake such lines. The surveyor will locate sufficient representative survey monuments along the line to be staked so as to provide for reasonable accuracy for staking of the line. Stakes marking the right of way lines shall be so marked and set at the beginning and end of the construction corridor and at 100 foot stations in between. If sufficient monumentation is not found to allow for staking of the right of way lines to this level of accuracy, the Project Manager shall be consulted for resolution. The Project Manager may direct that property surveys be conducted in order to establish additional monumentation. Property surveys will be considered as extra work.
- G. Staking of Fences: The surveyor shall survey and record the location of all existing fences with respect to existing rights of way or easement lines or property corners or property lines. The surveyor will set offset stakes for all existing fences that will be partially or totally removed and replaced so that the fences can be reconstructed in the same location with reasonable accuracy.

### **1.3 PROTECTION OF SURVEY MONUMENTS**

The Contractor shall not disturb permanent survey monuments, stakes, lot stakes, bench marks or other permanent survey monumentation. The Contractor shall check with Columbia County Surveyors Office for recorded property corners. The Contractor shall restore all such disturbed monumentation and the bear the expense of replacing any that are disturbed. In the case of destruction thereof by the Contractor or resulting from its negligence, the Contractor shall be charged with the expense and damage resulting therefore and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, private property corners, and stakes

The Contractor shall preserve construction survey stakes and markers for the duration of their usefulness during construction. If survey stakes are lost or disturbed by the Contractor's and need to be replaced, the Contractor shall restore the stakes or markers and shall bear the expense of performing that work.

At the completion of construction and upon approval of the Project Manager, the Contractor shall remove from the construction site all construction and temporary stakes and markers.

## **SECTION 01330**

### **QUALITY CONTROL**

#### **1.1 WORKMANSHIP**

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

#### **1.2 INSPECTION OF WORK**

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

#### **1.3 QUALITY OF MATERIALS**

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

#### **1.4 "OR EQUAL" CLAUSE**

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

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

drawings, such as additional piping or changes in piping, or other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment.

## **1.5 MATERIALS AND EQUIPMENT**

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

## **1.6 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

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

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

## **SECTION 01340**

### **TESTING**

#### **1.1 MATERIALS AND COMPACTION TESTING**

The Contractor shall provide the services of a licensed, independent agency to perform materials and compaction testing for this project as required. The agency must be approved by the Project Manager. Materials and compaction tests will be required to show that specified densities of compacted backfill, crushed rock, and asphaltic concrete surfacing are being achieved by the Contractor's compaction methods. Testing shall be conducted for all concrete pours in accordance with the Oregon Standard Specifications for Construction.

The Contractor shall provide the Project Manager with copies of Proctor tests performed for the project backfill and paving material in addition to copies of compaction tests performed in the field. After the Project Manager is satisfied that the Contractor's method of compaction consistently meets specified compaction requirements, the testing frequency may be reduced. The Project Manager or Inspector may direct testing at a higher frequency upon failure to obtain specified densities or if the Contractor changes compaction equipment or methods of compaction. All test locations shall be determined by the Inspector. Materials and compaction testing is considered incidental to the Contract and no separate payment shall be made.

#### **1.2 TESTING AND OPERATION OF FACILITIES**

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

#### **1.3 TESTING AND LABORATORY SERVICES**

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

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

The City may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided are manufactured or fabricated in full accordance with industry standards for quality and workmanship. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the City shall be allowed on account of such testing and certification.

## SECTION 01400

### CLARIFICATION AND MODIFICATION OF WORK

#### 1.1 CLARIFICATION OF WORK AND CONTRACT MODIFICATIONS

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

#### 1.2 INTERPRETATION AND MINOR CHANGES

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

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

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

#### 1.3 REQUESTS FOR INFORMATION

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

#### 1.4 REQUESTS FOR QUOTATION

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

#### 1.5 CHANGES REQUESTS

The Project Manager may, at the Contractor's request, authorize in writing changes in the Project Plans or specifications to facilitate or expedite the work of the Contractor, provided such changes are not detrimental to the work or to the best interests of the City. Requests for such changes shall be

submitted in writing to the Project Manager. Such changes, as are authorized under this provision, shall be made without additional cost to the City, and the City reserves the right to receive an equitable adjustment in the Contract Price or Contract Time as a consideration for authorizing any such change. The Contractor shall maintain sole responsibility for assuring these changes meet all of the requirements of the Contract.

## **1.6 CHANGE DIRECTIVES**

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

## **1.7 CHANGE ORDERS**

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

## **1.8 CHANGED OR UNFORESEEN CONDITIONS**

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

## **1.9 EXTRA WORK**

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

Extra Work performed on a Force Account Basis shall be used to equitably and uniformly compensate the Contractor for Extra Work when a negotiated price cannot be reached. Extra Work is defined as work that is significantly different from the Work included in the original or modified Contract, yet necessary for completing the Project. The Contractor shall maintain records in such a manner as to

provide a clear distinction between direct cost of extra work paid for on force account basis and cost of other operations performed in connection with the Contract Documents.

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

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

The following steps shall be followed to perform Extra Work:

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

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

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

## SECTION 01500

### SUBMITTALS

#### 1.1 GENERAL REQUIREMENTS

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

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

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

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

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

#### 1.2 REQUIRED SUBMITTALS

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

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

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

### 1.3 REQUEST FOR SUBSTITUTION

Requests for substitution for product specified by manufacturer or manufacturer's model number as specified throughout the Contract Documents shall be in writing and be accompanied with sufficient information to allow the Project Manager to identify the nature and scope of the request. Please refer to [Section 1330 "Or Equal" Clause](#). Information to be provided shall include,

- A. All submittal information required for the specified product, including all deviations from the specified requirements necessitated by the proposed substitution.
- B. Materials of construction, including material specifications and references.
- C. Dimensional drawings, showing required access and clearances, including any changes to the work required to accommodate the proposed substitution.
- D. Information and performance characteristics for all system components and ancillary devices to be furnished as a part of the proposed substitution.
- E. Reproducible contract drawings, marked up to illustrate the alterations to all systems required to accommodate the proposed substitutions

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

#### 1.4 SUBMITTAL APPROVAL PROCESS

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

Submittal response notations are as follows,

- “Approved For Construction, No Exceptions Taken”  
The part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents.
- “Approved For Construction, As Noted”  
The part of the Work covered by the submittal may proceed, provided it complies with notation or corrections on the submittal and requirements of the Contract Documents.
- “For Record Only”  
The information contained in the submittal has been accepted into the project records.
- “Revise and Resubmit”  
Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Contractor shall revise the submit the submittal in compliance with the Contract Documents and the corrections noted on the submittal.
- “Submit Specified Item”  
Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Contractor shall the submit additional information requested in the submittal response.
- “Rejected”  
Contractor shall not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. The Contractor shall revise or prepare a new submittal in accordance with the notations, and resubmit without delay.

The Project Manager’s review of submittals shall not extend to means, methods techniques, sequences or procedures of construction, or to verify quantities, dimensions, weights or gages, or to fabrication processes, except when specifically indicated or required by the contract documents, and will not relieve the Contractor from responsibility for errors of any sort in the submittals. When submittals are required to be revised or corrected and resubmitted, the Contractor shall make such revisions and/or corrections and resubmit those items or other materials in the same manner as specified above. Submitted data shall be sufficient in detail for determination of compliance with the Contract Documents. No equipment or material for which listings, drawings, or descriptive material is required shall be installed until the Contractor has received approval from the Project Manager. Regardless of corrections made in or review given to the drawings by the Project Manager, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications.

## SECTION 01600

### MEASUREMENT & PAYMENT

#### 1.1 PROGRESS PAYMENT AND RETAINED AMOUNTS

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

##### A. Progress Payments

- On a monthly basis, during performance of the work, the Contractor shall prepare an estimate of the value of Contract work done on a form approved by the City and submit to the Project Manager. Applications for payment will be reviewed and processed by the City in accordance with the applicable provisions of the Contract Documents. The pay application shall also provide such supporting documentation as the City or the other applicable provisions of the Contract Documents may require. Certified payroll must be submitted for review with or prior to pay application submittal. The St. Helens City Council meets the first and third Wednesdays of each month and must approve all pay applications.
- Pay applications must be received no later than ten days before a scheduled Council meeting. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the City of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the Contractor of any of its responsibility under the Contract.
- Payment shall be made by the City about three (3) days after Council approval of the pay request. The City shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the City has a right to withhold under the Contract.

##### B. Retained Amounts

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

#### 1.2 FIELD DOCUMENTATION OF BID ITEM QUANTITIES

Daily Bid Item Logs shall be the basis of recording and documenting all pay quantities. The City's Construction Inspector is responsible for ensuring that all quantity measurements are made and documented in accordance with the Contract Documents. Bid quantity entries,

including supporting documentation, serve as both partial and final verification that correct payments are made on all pay applications and invoices.

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

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

### **1.3 PAYMENT FOR EXTRA WORK**

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

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

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

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

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

#### **1.4 PAYMENT WITHHELD**

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

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

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

## **1.5 FINAL PAYMENT**

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

## **2.0 MEASUREMENT AND PAYMENT OF CONTRACT BID ITEMS**

Measurement and payment of contract bid items shall be on a unit price basis in accordance with the prices set forth in the Contract for individual work items. Where work is required but does not appear as a separate item in the Contract, the cost for that work shall be included and absorbed in the unit prices named in the Contract. No payment or compensation shall be made for bid items that are not completed. Only payment for actual work completed will be made regardless of how the Contractor balances bid. Contractor shall make a careful assessment when preparing bid. The City may add and/or delete bid item quantities during construction. The term "Lump Sum" when used as an item of payment will mean full compensation for the Work described in the Contract Documents. The unit will be construed to include all necessary fittings and accessories. Payments for Lump Sum items will be made in proportion to the amount of Work accomplished as determined by the Engineer as of the "period ending date" of each Partial Payment Estimate. Contractor shall provide a schedule of values for each lump sum item. The Unit Price and Lump Sum price for furnishing each item of Work listed in the Contract Price shall include all labor, materials, tools, equipment, superintendence, and incidentals necessary to perform and complete the Work, including profit, overhead costs, permit and license fees, royalties, and applicable taxes and fees.

### **2.1 Mobilization, Bonds, Insurance, and Demobilization**

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

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

final clean up, and any other items, facilities, tools or materials left behind by the Contractor at the completion of the work.

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

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

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

## **2.2 Multi-Sport Court (Tennis, Pickleball, Etc.)**

Measurement for installation of the foundation slab measuring approximately 120' X 110' and manufacture, delivery, and installation of two courts suitable and finished with appropriate markings and nets for a minimum of tennis and Pickleball, including all surfacing, net systems, appurtenances, and other sport components as necessary for typical use of courts, shall be as stated in the Schedule of Bid Prices of the Contract Documents for this project under “Multi-Sport Court (Tennis, Pickleball, Etc.), Complete in Place” and shall be on a per each basis, complete.

Payment for furnishing and installing Multi-Sport Court (Tennis, Pickleball, Etc.) including foundation slab shall be full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, incidentals, testing as required, and services of all kinds required and necessary to establish and meet the requirements of this section and for performing all work including, but not limited to backfill, compaction, foundation slab installation, surface installation, markings for requested sports, net system(s), and all other incidental work, materials, and services of all kinds necessary to establish and meet the requirements of this section.

## **2.3 Multi-Sport Court (Basketball, Volleyball, Etc.)**

Measurement for installation of the foundation slab measuring approximately 110' X 110' and manufacture, delivery, and installation of one court suitable and finished with appropriate markings, baskets, and nets for a minimum of basketball and volleyball, including all surfacing, basket systems, net systems, appurtenances, and other sport components as necessary for typical use of courts, shall be as stated in the Schedule of Bid Prices of the Contract Documents for this project under “Multi-Sport Court (Basketball, Volleyball, Etc.), Complete in Place” and shall be on a per each basis, complete.

Payment for furnishing and installing Multi-Sport Court (Basketball, Volleyball, Etc.) including foundation slab shall be full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, incidentals, testing as required, and services of all kinds required and necessary to establish and meet the requirements of this section and for performing all work including, but not limited to backfill, compaction, foundation slab installation, surface installation, markings for requested sports, basket system(s), net system(s), and all other incidental work, materials, and services of all kinds necessary to establish and meet the requirements of this section.

#### **2.4 20-ft Wide Concrete Seating/Viewing Pad**

Measurement for 20-foot wide X 110-foot long X 6-inches deep concrete seating/viewing pad (approximately 2,200 square feet, 1,100 cubic feet) shall be as stated in the Schedule of Bid Prices of the Contract Documents for this project under “20-ft Wide Concrete Seating/Viewing Pad, Complete in Place”, and shall be on a per each basis, complete.

Payment for installation of the 20-ft Wide Concrete Seating/Viewing Pad shall be full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, incidentals, testing as required, and services of all kinds required and necessary to establish and meet the requirements of the contract and for performing all work including, but not limited to, surface preparation, grading, compaction, concrete installation, and all other incidental work, materials, and services of all kinds necessary to establish and meet the requirements of this section.

#### **2.5 (Optional) Multi-Sport Court Perimeter 10-ft High Galvanized Fencing with 1 ¾” Tennis Court Mesh Complete with One (1) 8-ft Wide Double Swing Gate and One (1) 4-ft Wide Man Gate**

Measurement for Multi-Sport Court Perimeter 10-ft High Fencing with 1 ¾” Tennis Court Mesh Complete with Once (1) 8-ft Wide Double Swing Gate and One (1) 4-ft Wide Man Gate shall be as stated in the Schedule of Bid Prices of the Contract Documents for this project under “Multi-Sport Court Perimeter 10-ft High Fencing with 1 ¾” Tennis Court Mesh Complete with Once (1) 8-ft Wide Double Swing Gate and One (1) 4-ft Wide Man Gate, Complete in Place”, and shall be on a linear foot basis, complete.

Payment for Multi-Sport Court Perimeter 10-ft High Fencing with 1 ¾” Tennis Court Mesh Complete with Once (1) 8-ft Wide Double Swing Gate and One (1) 4-ft Wide Man Gate I shall be full compensation for all permits, labor, tools, machinery, materials, transportation, equipment, incidentals, testing as required, and services of all kinds required and necessary to establish and meet the requirements of the contract and for performing all work including, but not limited to, surface preparation, fence installation, 8-ft double swing gate, 4-ft wide man gate, and all other incidental work, materials, and services of all kinds necessary to establish and meet the requirements of this section.

## SECTION 01700

### PROJECT RECORD DRAWINGS

#### 1.1 GENERAL REQUIREMENTS

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

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

#### 1.2 QUALIFIED REGISTERED SURVEYOR

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

#### 1.3 REDLINE DRAWINGS AND PROJECT AS-BUILTS

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

- any differences in anticipated placement location of sports courts and any discovered unknown features including, but not limited to, pipes or structures discovered during the progress of the work
- A complete list of all materials installed and abandoned must be shown. Any changes to the record drawing must be reflected on the materials list.

Contractor shall submit as-built deliverables prior to final acceptance of the project.

- Neatly redlined plan mark-ups from beginning to end of construction

## **SECTION 01710**

### **CONTRACT CLOSEOUT PROCEDURES**

#### **1.1 GENERAL REQUIREMENTS**

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

#### **1.2 FINAL CLEANUP**

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

#### **1.3 PUNCH LIST INSPECTION**

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

#### **1.4 SUBSTANTIAL COMPLETION**

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

#### **1.5 RESPONSIBILITY FOR DEFECTIVE WORK**

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

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

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

#### B. Acceptance of Defective or Unauthorized Work.

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

### 1.6 FINAL INSPECTION

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

### 1.7 CERTIFICATE OF COMPLIANCE

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

### 1.8 RELEASE OF LIENS AND CLAIMS

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

### 1.9 FINAL ACCEPTANCE

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

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

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

### **1.10 FINAL PAYMENT AND RELEASE OF RETAINAGE**

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

### **1.11 WARRANTY**

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

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

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

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

DIVISION 2 - SITE WORK

## **SECTION 2100**

### **SITE SAFETY**

#### **1.1 SITE SAFETY AND ACCIDENT PREVENTION**

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

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

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

#### **1.2 ACCESS**

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

#### **1.3 PUBLIC TRANSIT**

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

#### **1.4 WORK SITE**

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

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

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

## **1.5 NOISE CONTROL**

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

## **1.6 EMERGENCY**

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

## **1.7 CLEANLINESS**

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

## **1.8 PARKED VEHICLES**

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

## **1.9 ACCIDENTS**

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

## **2.0 HEALTH AND SAFETY PLAN**

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

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

Observing any and all safety instructions received from the Project Manager, and following all laws and regulations concerning worker and public safety. In the event that the law requires greater safety obligations than that imposed by the Owner, the Contractor shall comply with the law.

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

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

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

## SECTION 2200

### TRAFFIC CONTROL AND PROTECTION

#### 1.1 GENERAL REQUIREMENTS

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

Contractor will prepare plans and implement traffic control system which provides:

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

#### 1.2 NOTIFICATION OF LANE OR ROAD CLOSURE

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

#### 1.3 TRAFFIC CONTROL SUBMITTAL

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

request, the Contractor will be provided with base maps of the project area for the traffic control plan.

#### 1.4 TRAFFIC CONTROL

- A. The Contractor shall maintain traffic control and protection in the work areas twenty-four (24) hours per day. The Contractor shall conduct its operations so as to keep one lane of traffic open for public and private access at all times on City, County, State, and Federal streets, roads and highways. Permits obtained for the project may have more stringent requirements than noted in this section. The Contractor is to notify all emergency services of any lane closures or temporary traffic control measures. No road shall be closed without prior approval by the City Project Manager.
- B. Emergency vehicle, pedestrian and vehicle access shall be available to all homes in the project area. All streets shall be restored to allow normal traffic during non-working hours
- C. No traffic lanes may be closed before 8:00 a.m. or after 4:00 p.m. without written City permission from the City Project Manager, except as shown on the plans.
- D. Detours as required by the Project Manager shall be surfaced with gravel or crushed rock and maintained in good condition. Detours for pedestrians shall not exceed one block in length, and foot bridges over the trenches shall be provided with adequate handrails. Work shall be carried on with due regard for safety to the public.
- E. Open trenches shall be provided with barricades of a type that can be seen at a reasonable distance, and at night they shall be distinctly indicated by adequately placed lights. Open trenches shall be backfilled or plated when the Contractor is not actively working.
- F. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress, unless work has specifically been authorized by the Project Manager.
- G. The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the work day, to ensure that the devices are properly placed and maintained
- H. At a minimum, Traffic Control Plan shall:
  - Show location and limits of the work zone
  - Give dimensions of lanes affected by traffic control that will be open to traffic
  - Indicate signing, cone placement, barricades, and other methods of delineation
  - Dimension location of signs and cone tapers
  - Identify side streets and driveways affected by construction and show how they will be handled
  - Show how pedestrian and bicycle traffic will be accommodated through the construction site
  - Demonstrate how two-way traffic will be maintained

## 1.5 CONTRACTOR PARKING

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

## 1.6 MINIMIZE TRAFFIC DISRUPTION

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

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

## SECTION 02210

### EROSION AND SEDIMENTATION CONTROL

#### 1.1 GENERAL REQUIREMENTS

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

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

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

#### 1.2 EROSION AND SEDIMENTATION CONTROL MEASURES

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

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

## **SECTION 02300**

### **SITE PREPARATION**

#### **1.1 GENERAL REQUIREMENTS**

Contractor shall determine extent of work requirements and limitations before proceeding with work. Site preparation includes all demolition, clearing and grubbing specified on plans or required for completion of the work. The Contractor shall perform work in accordance with recognized standard and efficient methods. Operators of equipment shall be conscientious and skilled. The Contractor shall avoid unnecessary injury to trees, shrubs, vines, plants, grasses and other vegetation growing outside of the areas to be cleared and grubbed and those trees and shrubs designated to be preserved. Contractor shall protect existing site improvements, trees and shrubs against cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of roots by stockpiling construction materials, excavated materials, excess foot or vehicular traffic and parking of vehicles within tree drip line.

Provide temporary guards, as necessary, to protect trees and vegetation to be left standing. Repairable damage to trees designated to remain shall be made by a professional tree surgeon under the supervision of an arborist approved by the Project Manager. Cost shall be borne by the Contractor.

#### **1.2 OWNERSHIP OF EXISTING MATERIALS**

All materials, equipment, items and debris involved, occurring or resulting from demolition, clearing and grubbing work shall become the property of the Contractor at the place of origin except as otherwise indicated.

#### **1.3 CLEARING AND GRUBBING**

Contractor shall remove trees, saplings, snags, stumps, shrubs, brush, vines, grasses, weeds and other vegetative growth as needed within the work area zone except those trees and shrubs noted to remain or as directed by the Project Manager for manhole access. Clearing shall be performed in such a manner as to remove all evidence of the presence of vegetative growth from the surface of the project site as required for construction and shall be inclusive of sticks, branches, grasses and weeds, except as otherwise indicated.

A. Limits of grubbing shall coincide with the limits of clearing,

- 1) Remove all stumps, roots over one inch in diameter and matted roots within the limits of grubbing work to the following depths at a minimum 12-inches.
- 2) The Contractor shall remain within the easement lines at all times. Except in areas to be excavated, all holes resulting from the clearing and grubbing operations shall be backfilled and compacted in accordance with the applicable sections of these Specifications.

#### **1.4 PROTECTION OF TREES AND OTHER VEGETATION**

Contractor shall provide protection for roots and limbs over 1-1/2-inch diameter cut during construction operations. Coat the cut faces with emulsified asphalt. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible. When it is necessary for the completion of the proposed work to cross private property or landscaped areas, the Contractor shall

excavate the topsoil separately and pile it on the opposite side of the trench from the subsoil and shall conduct his work in manner that will restore original conditions as nearly as practicable. Emulsified asphalt formulated wound paint for use on damaged plant tissues, shall be approved by the Project Manager prior to use.

- A. Do not place excavated material so as to injure trees or shrubs
- B. All shrubs or plants shall be balled by experienced workers, carefully handled and watered, and replaced in their original positions without damage. Sod shall be handled in a similar manner. Wherever sod cannot be saved and restored, the ground must be reseeded and cared for until a stand of grass is reestablished. Plants or shrubs killed or destroyed must be paid for by the Contractor.
- C. Unless otherwise specified, any resulting voids shall be thoroughly checked for drainage and backfilled imported material compacted to the density of the adjacent soil.
- D. All costs incurred by the Contractor for site preparation shall be incidental to the unit prices of bid unless otherwise specified.

## **1.5 PROTECTION OF UTILITIES AND EXISTING IMPROVEMENTS**

The Contractor must take all precautions and measures necessary to protect all existing structures, utilities, and work. Any damage to existing structures, utilities, and work shall be repaired by removing the damaged structure, utility, or work, replacing the work and restoring to original condition satisfactory to the Project Manager and at the Contractor's expense. Any work to repair damaged facilities must be coordinated with the Owner of said facility.

The Contractor shall have the responsibility to carefully preserve bench marks, reference points, private property corners, and stakes, and in the case of destruction thereof by the Contractor or resulting from its negligence, the Contractor shall be charged with the expense and damage resulting therefore and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points, private property corners, and stakes. Contractor shall maintain and preserve all City monuments, private property corners and stakes unless authorized to remove them. If such monuments are removed by the Contractor, it shall be the Contractor's responsibility to have them replaced with the cost being solely the Contractor's responsibility.

## **1.6 INTERFERENCES, OBSTRUCTIONS, AND UTILITY CROSSINGS**

At certain places, overhead and underground power, light, water, gas, storm drain, sanitary sewer, and communication facilities may interfere with excavation and the operation of the Contractor's equipment. Necessary arrangements shall be made with utility companies for moving or maintaining such poles and appurtenances. The utility company affected by any such interference shall be notified thereof so that the necessary moving or proper care of poles and appurtenances may have appropriate attention. All costs resulting from any other interference and obstructions, or the replacement of such, whether or not herein specifically mentioned, shall be included and absorbed in the unit prices of the Contractor's bid.

## **1.7 PROTECTION AND MAINTENANCE OF WORK DURING CONSTRUCTION**

The Contractor shall protect and maintain the Work during construction, and shall employ measures to prevent deterioration of roadways, structures, and utilities at Project Sites to keep them in good

condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient equipment and workers to achieve such maintenance.

## **1.8 STORAGE AND PROTECTION OF MATERIALS AND EQUIPMENT**

Materials and equipment stored overnight shall be placed neatly on the job site. Unusable materials (i.e. rejected or damaged pipe, pavement chunks, metal scraps, etc.) shall be expeditiously removed from the job site. In the event the Contractor uses a storage yard it is the responsibility of the Contractor to secure and maintain the storage yard.

Contractor shall provide appropriate barricades, signs, and traffic control devices where necessary to protect the public from any hazards associated with the storage of materials and equipment used for this project. No equipment or materials shall be stored outside the immediate work area on public rights-of-way such as in maintained landscaped or lawns area, in front of any business, and in any manner which would totally eliminate an individual residents' street parking. The "immediate work area" is defined as the area where work is taking place or will be taking place within one calendar day. The Contractor shall immediately move stored material or equipment which causes a nuisance or creates complaints. Job site security will be the responsibility of the Contractor. All materials and equipment must be secured to ensure that they will not be moved, tampered with, or taken during non-working hours. Contractor shall have visual barrier/screen around a storage yard and must be maintained throughout the project duration at no additional cost to the City.

## **1.9 EQUIPMENT AND MATERIAL STORAGE**

Equipment and materials storage shall not be left on the street at night, weekends, or during non-working periods unless otherwise approved by the Project Manager. The Contractor is responsible for securing appropriate material and equipment storage rights or for removing equipment and materials on a daily basis. Materials and equipment stored overnight shall be placed neatly on the job site. Unusable materials (i.e. rejected or damaged materials, old concrete chunks, metal scraps, etc.) shall be expeditiously removed from the job site.

Provide appropriate barricades, signs, and traffic control devices in like-new condition where necessary to protect the public from any hazards associated with the storage of materials and equipment used for this project.

No equipment or materials shall be stored outside the immediate work area on public rights-of-way, in the following locations, or in the following manner:

- In any maintained landscaped or lawn area.
- In a manner that would totally eliminate an individual residents' street parking.
- In front of any business.

The "immediate work area" is the area where work is taking place or will be taking place within one calendar day. The Contractor shall immediately move stored material or equipment which causes a nuisance or creates complaints. Job site security will be the responsibility of the Contractor. All materials and equipment must be secured to ensure that they will not be moved, tampered with, or taken during non-working hours.

Equipment and material storage shall be incidental to the project and shall be included in the unit bid prices shown in the bid schedule for “Mobilization, Bonds, Insurance, and Demobilization”.

### **1.10 TEMPORARY UTILITIES FOR CONSTRUCTION PURPOSES**

The Contractor shall make all arrangements necessary to provide all temporary utilities for construction purposes and shall pay all costs associated with those temporary utilities. Water for construction purposes will be furnished by the City at no cost. The Contractor shall furnish all valves, hoses, connections and other devices as necessary to obtain sufficient water for construction and for filling and testing of utility lines as required. Fire hydrant use is allowed only by permission. Contractor will be required to obtain a hydrant meter from City, which requires a \$200 refundable deposit. Hydrant meters shall be used for all water draws. Backflow or air gap protection is required on all connections to potable water systems.

### **1.11 LIMITS OF WORK AND STORAGE OF SPOILS**

The limits of the site which may be used for construction, storage, materials handling, parking of vehicles and other operations related to the project include the public rights-of-way subject to permission of the public owner of that right-of-way. The limits of work may also include the permanent easements on private property. Permanent easements are typically 15 feet wide, centered on the pipeline. Such easements may exist also when the pipeline lies less than 7 ½ feet from private property. The Contractor is to work within the limits of the permanent easements and public rights-of-way. Easement areas may generally be accessed from public rights-of-way; however, if the Contractor desires to access easements through private property it is the Contractor’s responsibility to coordinate such access with the affected property owner and to complete associated surface and landscape restoration to the satisfaction of the property owner. Prior to final payment, the Contractor shall obtain a signed release from the property owner confirming that the installation and site restoration work is satisfactory to the property owner. The Contractor shall ascertain to what extent the width, status and special conditions attached to easements may have on its operations, and all costs resulting there from shall be included and absorbed in the unit prices of the Contractor’s bid.

### **1.12 FENCES**

The Contractor shall remove, protect, and reinstall existing fencing and gates only as necessary to complete the work. Any fence damaged or removed during construction shall be restored to original or better condition. Fence replacement shall be in kind and constructed to equal or better condition of that removed. Contractor shall adhere to fence removal limits as shown on plans. Replacement of damaged or defective hardware shall be incidental to the bid item.

Fencing in such poor condition that it cannot be taken down and rebuilt with the same material, in the opinion of the Project Manager, shall be replaced with new fence. Contractor shall adhere to fence removal limits as shown on plans. Replacement of damaged or defective hardware shall be incidental to the bid item.

Refer to OSSC Section 01050 on Fences. For the installation of new fence in kind, the Contractor shall remove existing fence and install new fence and gates in kind. Contractor shall match physical characteristics of existing fence as directed by the City’s Construction Inspector. Physical characteristics include but are not limited to material, height, color etc. of existing fence.

## SECTION 02310

### CONSTRUCTION STAGING AREAS

#### 1.1 GENERAL REQUIREMENTS

This section is for Contractor Staging Area requirements, including Contractor's use of site and premises, construction facilities such as field offices and sheds, and security.

#### 1.2 SUBMITTALS

- A. Shop Drawings: Prior to site mobilization, Contractor shall prepare and submit for review by the City a site plan indicating detailed layout of Contractor Staging Area, including temporary utilities, temporary fencing and gates, temporary offices and sheds, vehicular access ways and on-site parking, temporary barriers and enclosures, and storm water pollution prevention measures.

#### 1.3 CONTRACTOR STAGING AREA REQUIREMENTS

- A. Refer to reference drawings included in the set of Contract Drawings for location of Contractor Staging Areas.
- B. Contractor shall remove equipment placed or located outside of areas designated for Contractor Staging Area to within Contractor Staging Area at no change in Contract Time and Contract Sum.
- C. Contractor shall keep access to Contractor Staging Areas and other construction access ways clear at all times. Contractor shall provide traffic signage as required by the City.
- D. Contractor shall keep Staging Area clear of trash and debris and in neat order. Contractor shall be responsible for cleanliness and order of assigned Staging Areas, as acceptable to City.

#### 1.4 REMOVAL OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. At the close of the project, Contractor shall remove temporary materials, equipment, services, and construction prior to Final Acceptance.
- B. Contractor shall clean and repair any damage caused by installation or use of temporary facilities on public and private rights-of-way.

## Section 02410

### DEMOLITION AND DISPOSAL

#### 1.1 GENERAL REQUIREMENTS

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

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

#### 1.2 CLEANUP

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

#### 1.3 SALVAGE AND DEBRIS

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, spoils or any other discarded material or equipment shall become the property of the Contractor and shall be disposed of in a manner compliant with applicable Federal State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted. Wood salvaged from tree removal on public property shall become the property of the Contractor. Wood salvaged from tree removal on private property shall be offered to the property owner. If the property owner does not want salvaged material it shall become the property of the Contractor.

## SECTION 02150

### CONTAMINATED MATERIALS

#### 1.1 ENVIRONMENTAL PROTECTION FROM CONTAMINATED MATERIALS

It is possible the Contractor may encounter contaminated material in the soil or water during excavation activities. In the event that the Contractor, during the course of construction or during any other activities authorized under this Contract, should encounter suspected contaminated material or any other materials suspected of posing a threat to human health and the environment, the Contractor shall notify the Project Manager immediately and manage according to requirements identified below.

#### 1.2 DEFINITIONS

- A. Contaminated material is defined as soil, water, free product, Underground Storage Tanks (UST), buried abandoned utility lines containing residual or free product, solid waste, treated wood waste, chemical containers, or other solid, liquid, or gas substances with contamination levels above background levels.
- B. Hazardous substances shall mean those substances or materials defined in the Oregon Revised Statutes (ORS) 465.200, as amended.
- C. Release shall have the meaning as defined in ORS 465.200, as amended.
- D. Environmental laws shall mean any applicable statute, law, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed, common law, treaty, convention or other requirement pertaining to protection of the environment, health or safety, natural resources, conservation, wildlife, waste management or disposal, hazardous substances or pollution, including but not limited to regulation of releases to air, land, water, and groundwater.

#### 1.3 DISCOVERY OF CONTAMINATED MATERIALS

- A. Contractor shall note evidence of contamination (odor, visual staining of soil, free liquid product seeping from soil, sheen on groundwater etc.) and note location of evidence on a sketch of the excavation and provide to the Project Manager
- B. Contractor shall report the discovery to the Project Manager immediately. Contractor shall stop all excavation activities, and secure the site to prevent entry by the public. The excavation shall not be backfilled. Protect all open excavations with berms, plates and fencing. Contractor may continue with work in other non-contaminated areas
- C. Contractor shall assist Project Manager in collecting sample(s) of suspected contaminated media for testing and characterization. Contractor shall allow 21 days, at no cost to City, for testing, results and instructions as to how to proceed with contaminated materials.
  - i. The Contractor shall obtain a copy of an approved soil disposal/acceptance permit (Disposal/Treatment Facility requires transporter to have a copy of the permit.)
  - ii. Contractor will transport and dispose of contaminated material at an approved disposal/treatment facility.

- iii. Contractor shall provide the Project Manager with a copy of the contaminated soil disposal receipt.

#### **1.4 HANDLING OF CONTAMINATED MATERIALS**

- A. After approval from the Project Manager, the Contractor will excavate the soil in a manner that prevents commingling of contaminated and non-contaminated soil. Project Manager will make determination (based on soil saturation) if contaminated soil can be directly transported to a treatment or disposal facility, or if soil needs to be stockpiled to reduce water content. Project Manager will determine when stockpiled soil can be transported off-site
- B. Contractor will be responsible for stockpiling contaminated soil in containers or on impervious surface to prevent the spread of contamination. Any water runoff from the contaminated soil stockpile area(s) must be contained by Contractor and handled as contaminated water.
- C. Minimize movement of excavation equipment over or through contaminated soil to prevent movement of contaminated soil into areas where no contaminated soil exists.
- D. Stockpiles will be created on an approved site and shall be surrounded by a fence to limit access. The stockpiles must be covered and bermed during periods of rainfall to prevent run-on and run-off. The stockpiles shall be covered with a minimum 10 mil high density polyethylene (HDPE) plastic during periods of strong winds, nightfall, over the weekends, or during extended work stoppages. If dust is observed coming from the stockpiles, stockpiles shall be either covered or the dust controlled with water.

#### **1.5 TRANSPORTATION OF CONTAMINATED MATERIALS**

- A. Contractor shall comply with all applicable Federal, State, or local laws, codes, and ordinances that govern or regulate contaminated substance transportation. Contaminated soils placed in stockpiles shall be loaded into trucks in a manner that prevents the spilling or tracking of contaminated soil into areas of the site with uncontaminated soil. Loose material falling onto the exterior of the truck during loading shall be removed before the truck leaves the loading area. Any material collected in the loading area shall either be placed back into the truck or back into the stockpile. If loading areas are unpaved, the surface soil shall be sampled at the conclusion of the loading activities to confirm that contaminated soil is not present. If loading areas are paved, any loose soil shall be cleaned from the pavement at the conclusion of the loading activities.
- B. Specific truck haul routes shall be established before beginning off-site contaminated media transport. On-site truck routes shall be established to minimize or prevent movement of trucks over contaminated soils. Off-site truck routes shall be established to reduce the risk of releases of contaminated soils and impact on local traffic. The Contractor shall be responsible for ensuring that loaded truck weights are within acceptable limits. All trucks shall be covered before they leave the loading area. Submit haul routes to the Project Manager for approval.
- C. The Contractor shall ensure that all drivers of vehicles transporting contaminated substances have in their possession during transport all applicable Oregon State and local vehicle insurance requirements, valid driver's license, and vehicle registration and license. The Contractor shall be responsible for informing all drivers of transport vehicle about:
  - The nature of the material transported
  - Required routes to and from the off-site thermal treatment or disposal facility.
  - Applicable County street regulations and requirements, and State of Oregon Department of Transportation codes, regulations and requirements.

- D. The County's requirement for proper handling and transportation of the substances. The Contractor shall not allow contaminated substances to be spilled or tracked off-site at any time during the project. Trucks used for the transportation of contaminated substances off-site shall be water tight, substance compatible, licensed, insured, and permitted pursuant to federal, state, and local statutes, rules, regulations and ordinances
- E. If contaminated media is discarded prior to removal of contaminated material, the price per cubic yard of soil materials and price per 100 gallons of contaminated water will be negotiated with Owner.

Costs for the handling, transportation, and disposal of discovered contaminated material shall be considered Extra Work as stated in other sections of these Contract Specifications.

## Section 02500

### EXCAVATION, BEDDING & BACKFILL

#### 1.1 GENERAL REQUIREMENTS

This section includes work for all necessary excavations for the construction of all contract work and shall conform to the City of St. Helens Standards and the most current version of the Oregon Standard Specifications for Construction except as modified herein. In the case of discrepancy, the more stringent provision shall apply. Work shall include, but is not limited to, the use of sheeting, shoring, and sheet piling; all pumping and work necessary to keep the trenches free from water; supporting and protecting all structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings, public and private property adjacent to the work; removing and replacing existing sewers, culverts, pipelines, and bulkheads where necessary; removing of all sheeting and shoring not necessary to support the sides of excavations after completion of work; removing all surplus excavated material, and backfilling and rough grading of compacted backfill.

#### 1.2 POTHOLING

Pothole Excavation - Pothole excavation is the removal and replacement of all materials via coring, vacuum extraction, or similar method.

Prior to excavating, effort shall be made to determine whether underground installations; i.e., sewer, water, gas, electric lines, storm drain, cable TV, telephone, and fiber optics, will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation. Pothole for existing utilities shall be used to locate all potential Utility conflicts along the utility alignments and existing buried monuments, valve covers.

#### 1.3 BEDDING AND BACKFILL CLASSIFICATIONS

Bedding material is defined as the furnishing, placing and compacting of material in a manner suitable for constructing and installing the slab material for the sports courts and is defined as the furnishing, placing and compacting of material. No additional payment will be made for bedding material and it shall be considered incidental to construction.

- A. **Class A Material** shall be suitable native or common excavated material that in the opinion of the Project, meets the characteristics required for the specific surface loading or other criteria of the backfill zone. Use approved native material excavated from within limits of the project, free from vegetation and other deleterious material, and containing no frozen ground. Maximum particle size shall be 3 inches. If the Project Manager determines native material is not suitable, use another class of backfill as directed.
- B. **Class B Material** shall be granular material consisting of gravel or crushed rock meeting the requirements of section 00641 of the Oregon Standard Specifications for Construction. Designated size shall be 1"-0 or 3/4"-0. All gradations of crushed rock shall comply with Standard Specifications for Construction for Base Aggregates.
- C. **Class C Material**: NOT USED

- D. **Class D Material** shall be pit run or bar run material, well graded from coarse to fine. The maximum dimension shall be 3 inches. Material shall be free from organic material. Classification will be determined according to requirements of ASTM D 2487
- E. **Class E Material** shall be Controlled Low Strength Material (CLSM). CLSM shall be composed of cement, pozzolans, fine aggregate, water, and admixtures. CLSM shall have a low cement content, be non-segregating, self-consolidating, free-flowing and excavatable material which will result in a hardened, dense, non-settling fill and a compressive strength at 28 days of 100 to 200 psi if not otherwise shown or specified.

#### 1.4 BACKFILL

- A. Excavations under pavement or sidewalk must be backfilled with 3/4"-0 crushed rock.

#### 1.5 CLASSIFICATION OF EXCAVATED MATERIAL

- A. **Common Excavation** is defined as all excavation, regardless of the type, character, composition or condition of the material encountered and shall further include all debris, junk, broken concrete, boulders which do not require drilling and blasting or other approved splitting and breaking methods, and all other material. All excavation shall be common unless provided for otherwise elsewhere in these specifications.
- B. **Rock Excavation** described later in this section, is not classified as common excavation.
- C. **Unsuitable Materials** are soils exposed at the trench bottom or obtained from the Contractor's excavations that are compressible, expansive, contain extraneous rubble, offer uneven pipe or foundation support, or have natural moisture content three percent (or greater) in excess of its optimum moisture content. Unsuitable materials or soils will include, but not be limited to mulch, peat, expansive clays, boulders, soils in a quick condition, rubble, any portion of trees or similar vegetation, or wood.
  - 1) The Contractor shall notify the Project Manager immediately when unsuitable material is encountered. The Project Manager will investigate questionable material to determine its suitability. Should the Project Manager require soils testing be performed to aid in his determination, then tests revealing suitable materials shall be paid for by the Contractor.
  - 2) Where the Project Manager determines that unsuitable material is present below the pipe zone which will not provide adequate support the Contractor shall remove the unsuitable material as directed by the Project Manager and replace the unsuitable material with select backfill up to the bottom of the zone.

#### 2.0 EXCAVATION

- A. Excavated material shall be placed at locations and in such a manner that it does not create a hazard to pedestrian or vehicular traffic, nor interfere with the function of existing drainage facilities. During wet weather conditions, stockpiles shall be removed or tarped throughout the construction process.

#### 2.1 ROCK EXCAVATION

Rock excavation is defined as the removal of solid rock in ledges, bedded deposits, or unstratified masses that by actual demonstration cannot, in the opinion of the Project Manager, be reasonably loosened or ripped mechanically and requires removal by wedging, sledging, barring, breaking up with power operated tools, drilling or blasting.

The City has not performed any specific geotechnical survey of the area. It is believed that much of the proposed pipe path greater than 3 feet in depth will consist of mainly unweathered, solid basalt rock with greater than 40,000 psi compressive strength. Any geotechnical or preparatory work needed to submit a bid and/or complete the construction shall be considered incidental to construction and no additional payment shall be made. The Contractor is fully responsible for performing geotechnical investigations and the City shall incur no costs resulting from damaged equipment, construction delays, or additional work due to unknown underground conditions.

#### A. Rock Removal

If rock is encountered, payment shall be on a per Cubic Yard basis and shall be full compensation for all permits, labor, tools, materials, machinery, transportation, equipment, testing as required, and services of all kinds required and necessary to establish and meet the requirements of this section.

#### B. The measurement for determining rock quantities shall be based on the following dimensions:

- Depth: From six inches below the bottom of the pipe to top of rock surface
- Width: The outside diameter of the pipe plus twelve inches, not less than two feet total width
- Length: Per linear foot of pipe installed. Length will be the horizontal distance measured along the centerline of the pipe
- Structures: Rock excavation for manholes, inlets, and other structures will be computed from the rock excavated to a depth 6 inches below the bottom of the structure and an area within a line parallel with, and 12 inches outside of, the actual dimensions of the manhole, inlet, or structure

## 2.2 ROCK EXCAVATION - BLASTING

Blasting is allowed within City limits and requires additional permits that shall be approved prior to any blasting. For blasting the Contractor shall follow these specifications, local, state and federal regulations, the Oregon Standard Specifications for Construction, as well as the City's Construction and Blasting Objectives & Operation Methods (CABOOM). A copy of CABOOM is available from the Project Manager upon request. Blasting must be approved by the Engineer and the City reserves the right to refuse any blasting operations if it is in the best interest of the City to do so.

When explosives are used for the prosecution of the work, the Contractor shall use the utmost care so as not to endanger life or property, cause slides or disturb materials outside the neat lines of the trenches or excavations. The Contractor shall be responsible for obtaining all permits required for the use of explosives and shall be responsible for the storage, transportation, handling of explosives, use, and the results of all blasting operations.

Contractor shall submit blasting plans to the Engineer for review at least 10 calendar days before beginning blasting work. Review of blasting plans by the Engineer does not relieve the Contractor of full

responsibility for the accuracy and adequacy of the plans and the resulting safety when implemented in the field.

#### A. Handling and Storage

- 1) All explosives shall be stored in a safe, secure manner in compliance with federal, state, and local laws and ordinances, and all such storage places shall be marked clearly "Dangerous Explosives." No explosives shall be left in an unprotected manner along or adjacent to any highway, street, alley or other area, where such explosives could endanger persons or property. Storage of the explosives shall be in accordance with the requirements of the State Industrial Accident Commission or similar appropriate body having the jurisdiction in such matters in the state in which the work is performed.
- 2) Only persons experienced in handling explosives shall be allowed to use them on the work. Where state or local laws require that explosives be handled only by licensed personnel, it shall be the Contractor's responsibility to see that this requirement is met.
- 3) The Contractor shall provide all necessary approved types of tools and devices required for loading and using explosives, blasting caps, and accessories, and shall conform acts to and shall obey all federal, state and local laws that may be imposed by any public authority or directions that may be given from time to time by the Engineer relative to the handling, placing, and firing of explosives.

#### B. Blasting plan shall contain:

- 1) Full details of the blasting patterns, vibration, flyrock, and noise reduction methods
- 2) Blast area security measures
- 3) Station limits of proposed shot
- 4) Removal of overburden
- 5) Diagrams of proposed drill pattern for controlled and production blast holes including buffer rows, free face, burden, blast hole spacing, blast hole diameters, blast hole angles, lift height and sub drill depth.

Before blasting the Contractor shall expose the material by removing the common material or overburden above it, then notify the Engineer, who, with the Contractor or his representative will measure the amount of rock to be removed and will record the information.

## 2.3 COMPACTION

- A. In-place dry density of compacted material shall be at the percent of maximum dry density specified or shown at optimum moisture content determined on the basis of the latest addition of AASHTO T-99.
- B. In general, compact all trench backfill to a minimum of 95% of Standard Proctor maximum density in paved areas and in street rights-of-ways or 90% of Standard Proctor maximum density in other areas, or as specified, with mechanical vibrating or impact tampers.

- C. Condition backfill material to within 2% of optimum moisture content required for compaction, as determined by ASTM D 698 throughout each lift of the fill. Material which does not contain sufficient moisture to obtain proper compaction shall be wetted and thoroughly mixed as directed. Material containing an excess of moisture shall be dried by manipulation, aeration, drainage or other means before being compacted.
  
- D. When the backfilling is complete, finish the surface area, with aggregate base material or topsoil, as specified. In paved or graveled areas, maintain the surface of the trench backfill level with the existing grade with 3/4" - 0 or 1" - 0 aggregate material, or asphalt concrete if directed, until final pavement replacement is complete and accepted.

## **SECTION 02700**

### **SITE RESTORATION**

#### **1.1 GENERAL REQUIREMENTS**

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

#### **1.2 SITE RESTORATION AND CLEANUP**

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

#### **1.3 STREET CLEANUP**

- A. The contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation. Cleaning shall be by grader and front-end loader, supplemented by power brushing, and hand labor, unless otherwise approved by the city. The contractor shall follow the city's control procedures.

- B. As soon as practical after completion of all paving and gravel shoulder resurfacing, the Contractor shall remove all dirt, mud, rock, gravel, and other foreign material from the paved surface and storm drainage system.

#### 1.4 DUST PREVENTION

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

#### 1.5 PAVEMENT

The surface smoothness of the replaced pavement shall be such that when a 10- foot straightedge is laid longitudinally across the patched area between the edges of the old surfacing and surface of the new pavement, the new pavement shall not deviate from the straightedge more than 1/8 inch and surface drainage shall be maintained. Additionally, paving must conform to the grade and crown of the adjacent pavement and contain no abrupt edges, low or high areas or any other imperfections as determined by the Project Manager.

##### A. Aggregate Pavement Base

- 1) Base Course and Leveling Course: The aggregate material shall be a clean, well- graded crushed base aggregate conforming to the Standard Specifications. Base course shall be 1- 1/2 inches minus aggregate and leveling course shall be 3/4-inch minus aggregate.
- 2) Place pavement base to the depth shown on the plans or as directed by the Project Manager. In all cases, pavement base shall be compacted to a minimum depth of 6 inches. Bring the top of the pavement base to a smooth, even grade at a distance below finished grade equivalent to the required pavement depth.
- 3) Compact the pavement base with mechanical vibratory or impact tampers to a density of not less than 95 percent of the maximum density, as determined by AASHTO T-99

##### B. Aggregate Concrete Pavement

- 1) Hot Mix Asphalt Concrete
  - a. Contractor shall conform to the requirements for prime coat and tack coat in Standard Specifications. Tack coat all edges of existing pavement, manhole and clean out frames, inlet boxes and like items. When rate is not specified, asphalt will be applied at the rate of 0.1 gallon per square yard
  - b. Except as specifically modified herein, conform to the requirements for construction in Oregon Standard Construction Specifications. All trench cuts shall be kept in a smooth condition throughout the duration of the project
  - c. The limits of the restoration shall include all damaged or undermined surfacing. Provide a smooth tee cut by saw cutting the existing pavement parallel to the trench and beyond the sides of the trench excavation as shown on the plans. Remove any pavement which

has been damaged or which is broken and unsound outside this area by making alternating traverse and parallel saw cuts. Parallel cuts must be a minimum of 25 feet long, unless otherwise directed by Project Manager. Provide a smooth, sound edge for joining the new pavement

- 2) Asphalt Prime Coat Liquid asphalt for use as a prime coat under asphalt concrete shall be MC 250 liquid asphalt, CMS-2S or CSS-1
- 3) Seal and Cover Coat
  - a. All joints and seams between new and existing asphalt shall be sanded and sealed at the time of paving. Application of sand and seal joints shall be uniform in width and no less than 3 inches in width
  - b. Asphalt material shall be CRS-2 cationic emulsified asphalt. Cover stone shall conform to size 1/4-inch - #10 aggregate per Standard Specifications. Limits for seal and cover shall be no less than 3 inches total width and no less than 1.5 inches on either side of new and existing asphalt

## **1.6 RESTORING MOBILIZATION, BORROW, DISPOSAL, AND PLANTED AREAS**

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

## **1.7 LAWNS AND LANDSCAPING**

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

## **1.8 UNPAVED SURFACES**

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

## 1.9 FENCES

The Contractor shall remove, protect, and reinstall existing fencing and gates as necessary to complete the work. Any fence damaged or removed during construction shall be restored to original or better condition. Fence replacement shall be in kind and constructed to equal or better condition of that removed. Replacement of damaged or defective hardware shall be incidental to the bid item. Fences in such poor condition that they cannot be taken down and rebuilt with the same material in the opinion of the Project Manager shall be replaced with new fence. Refer to Oregon Standard Specifications for Construction Section 01050. A. Temporary Removal of Existing Fence.

For the installation of new fence in kind, the Contractor shall and match physical characteristics of existing fence as directed by the Project Inspector. Physical characteristics include but are not limited to material, height, color etc. of existing fence.

## DIVISION 7 - PAVEMENTS

## SECTION 07120

### CURB RAMPS, CURBS AND SIDEWALKS

#### 1.1 GENERAL REQUIREMENTS

This section includes the work for the construction of curb ramps, sidewalks, curbs, and other concrete work as specified herein. Work shall conform to City of St. Helens design standards and the most current version of the Oregon Standard Specifications for Construction except as modified herein and shall include, but not be limited to, concrete sidewalks and slabs.

#### 1.2 CONCRETE STRUCTURES

Curb ramps, curbs, and sidewalks shall be constructed in accordance with Section 00440 – COMMERCIAL GRADE CONCRETE and Section 00756 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES of OSSC except as modified herein.

##### A. ADD FOLLOWING SUBSECTION

###### 00440.40 Construction General (d) Weather

- (1) Concrete shall be placed only during periods when it will be damaged by rain. Contractor shall protect uncured concrete from all forms of precipitation.
- (2) Concrete shall not be placed on frozen base rock.

##### B. ADD FOLLOWING SUBSECTION

###### 00440.40 Construction General (e) Curing

- (1) Contractor shall keep concrete structures safe from pedestrian and vehicular traffic for a minimum of seven (7) days

**00759.51 Curing** – Replace this subsection, except for the subsection number and title with the following:

Cure and protect concrete after placing and finishing according to Section 00440.

Keep the concrete Structure free from contact, stain and Public Traffic for at least 7 Calendar Days or longer as directed, unless otherwise approved by the Engineer. .

No separate or additional payment will be made for:

replacement of disturbed landscape items  
aggregate and water

- A. Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified,

Forms: Forms shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing during the process of depositing concrete against them. The forms shall be the full depth of

the concrete. Gaps between forms, overlapping forms, or forms not providing a straight edge will not be accepted. Forms shall be firmly staked to the required line and grade.

Curing: Application of curing compound shall be required in accordance with the current ODOT Standard Specifications on all concrete pavement.

Concrete Protection: It is the responsibility of the Contractor to protect the placed concrete from vandalism, traffic, rain, cold weather, markings or other such damage. Contractor shall take such precautions as are necessary to protect the concrete from damage caused by rain. If concrete is being poured when rain commences, the Contractor shall stop pouring immediately and cover all concrete that may be subject to damage. Damaged concrete will be removed and replaced at no cost to the Owner.

## **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

### **00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

**00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

## **SECTION 00530 - STEEL REINFORCEMENT FOR CONCRETE**

Comply with Section 00530 of the Standard Specifications modified as follows:

**00530.42(c)(1) General** – Replace the paragraph that begins “When approved, dowels may be replaced...” with the following paragraph:

For staged construction, dowels may be replaced by reinforcing bars with threaded sleeve mechanical splice couplers embedded in the portion of concrete placed first and threaded reinforcing bars inserted in the couplers after forms are removed. Approval by the Engineer is required for the substitution. Construct assemblies that develop 125 percent of the specified minimum yield strength of the dowels shown or specified. Construct reinforcing bars that have effective splice or development lengths equal to the replaced dowels.

**00530.42(c)(2)a. General** - Replace the paragraph that begins “Furnish labor, Material and Equipment ...” with the following paragraph:

Furnish labor, Material and Equipment for fabricating sample mechanical splices at no additional cost to the Agency. All sample splices will be tested by the Agency at the Agency’s expense.

**00530.42(c)(3) Installation** – Replace this subsection, except for the subsection number and title, with the following:

Install splices in the presence of the Engineer. Splices made without the Engineer present will be rejected.

Do not place stirrups and other reinforcing bars between a mechanical splice sleeve and the surface of the concrete where it would impair the specified clearance. Instead, place additional reinforcement as necessary at no additional cost to the Agency.

When using epoxy coated reinforcing bars, coat mechanical splices prior to installation according to ASTM A775. After the splices are attached to the rebar, coat exposed areas of bare steel and seal the rebar to splice interface with a manufacturer recommended patching material according to ASTM A775.

## SECTION 07130

### SIDEWALKS, ADA RAMPS, CURB & MISCELLANEOUS FLATWORK

#### 1.1 GENERAL REQUIREMENTS

This section includes the all work for the construction of Commercial Grade Concrete sidewalks, ADA curb ramps, curbs, and other miscellaneous concrete work as specified herein. Work shall conform to City of St. Helens design standards and the most current version of the Oregon Standard Specifications for Construction except as modified herein.

#### 1.2 PRODUCTS

##### A. Commercial Grade Concrete

- 1) Standard Specification Section 00440 - Commercial Grade Concrete

##### B. Steel Reinforcement For Concrete

- 1) Standard Specification Section 00530 and Standard Specification Section 02510.10 Deformed Bar Reinforcement - Furnish deformed bar reinforcement from the QPL and conforming to the requirements of ASTM A706, AASHTO M 31 (ASTM A615), or AASHTO MP 18 (ASTM A1035). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

##### C. Dowels

- 1) Standard Specification Section 02510.50 Dowels - Dowels shall conform to the requirements of AASHTO M 31 (ASTM A615), for Grades 40 and 60, or AASHTO M 227 (ASTM A663) for Grades 70, 75, and 80.

##### D. Epoxy Bonding Agent

- 1) Standard Specification Section 02070.10 Epoxy Bonding Agents - Furnish epoxy bonding agents from the Oregon Qualified Products List (QPL)

##### E. Preformed Expansion Joint Filler

- 1) Standard Specification Section 02440.10 Preformed Joint Fillers for Concrete - Furnish preformed joint fillers for concrete from the QPL conforming to the requirements of AASHTO M 153 or AASHTO M 213.

##### F. Welded Wire Fabric

- 1) Standard Specification Section 02510.40 Welded Wire Reinforcement - Welded wire reinforcement and deformed welded wire reinforcement shall conform to the requirements of ASTM A1064.

##### G. Aggregate Base

1) Refer to Contract Specification Section 02500.1.3 BEDDING AND BACKFILL CLASSIFICATIONS

### 1.3 EXECUTION

Construct ADA curb ramps, curbs, sidewalks and other miscellaneous concrete work in accordance with Section 00440 – COMMERCIAL GRADE CONCRETE and Section 00756 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES of OSSC except as modified herein.

- A. Concrete shall be placed only during periods when it will not be damaged by rain. Protect uncured concrete from all forms of precipitation and inclement weather. Concrete shall not be placed on frozen base rock.
- B. It is the responsibility of the Contractor to protect the placed concrete from vandalism, traffic, rain, cold weather, markings or other such damage. Contractor shall take such precautions as are necessary to protect the concrete from damage caused by rain. If concrete is being poured when rain commences, the Contractor shall stop pouring immediately and cover all concrete that may be subject to damage. Damaged concrete will be removed and replaced at no cost to the City.
- C. Sidewalk forms shall provide for a transverse slope of ¼ inch per foot towards the roadway unless otherwise specified. Standard concrete walks shall be 4" thick and concrete walk/drive approaches shall be 6" thick. Curb shall be formed to match the existing curb shape.
- D. **Foundation Preparation:** Bring areas on which structures are to be constructed to established line, and make firm, dry and free of all unsuitable material before placing concrete. Existing concrete surfaces shall be clean and moist at the time of placing new concrete.
- E. **Forms:** shall be of wood or metal, straight and free from warp, and of sufficient strength to resist springing during the process of depositing concrete against them. The forms shall be the full depth of the concrete. Gaps between forms, overlapping forms, or forms not providing a straight edge will not be accepted. Forms shall be firmly staked to the required line and grade
- A. **Epoxy Bonding:** When placing concrete by the extrusion method, vertical dowel fastening to underlying concrete may be eliminated if the bond between surfaces is developed by applying epoxy bonding agent. Apply Approved epoxy bonding agent according to the manufacturer's recommendations.
- B. **Joining New to Existing Concrete:** Construct suitable connections between new and existing concrete where existing driveways, walks, and other structures are cut back to permit the new construction or where the new construction abuts the existing concrete. Unless shown or directed otherwise, furnish and place minimum 3/4 inch thick preformed expansion joint filler between new and existing concrete.
- C. **Reinforcement, Dowels, and Tie Bars:** Furnish and place reinforcement, dowels, and tie bars according to Standard Specification Section 00755.43 and as shown or directed. Provide dowels with "slip sleeves" and place as load transfer devices where shown. Place dowels without "slip sleeves" as fastenings or ties between new and existing underlying concrete when shown.

- D. Construct structures between suitable forms or by the extrusion method. Before placing concrete, verify that forms are correctly positioned with proper slopes and dimensions to comply with project requirements. Place concrete according to Standard Specification Section 00440.
- E. **ODOT approved smart level devices** shall be used for measurement of cross slopes and curb ramp slopes. Smart levels shall be calibrated at the time of inspection. All slope measurements shall be in the percentage mode recorded to the nearest 10th of a percent relative to a true horizontal plane (zero).
- 1) Slopes shall be measured with the use of a 24 inch SmartTool level model 92379 or model 92500 and a 6 inch SmartTool level model 92346, or Approved Equal
- F. **Expansion Joints**: Construct expansion joints of the preformed filler type in concrete structures as shown and the following:
- 1) Not less than 1/2 inch wide, except where abutting or underlying concrete joints are larger, then the width shall match those joints.
  - 2) At right angles to the Structure alignment and normal to the Structure surface.
  - 3) Which completely separate the concrete segments.
  - 4) Placed flush or no more than 1/8 inch below the concrete surface
- G. **Contraction joints**: Construct transverse contraction joints of the weakened plane or dummy type in the exposed surfaces of the concrete Structures as shown and the following:
- 1) Locate contraction joints:
    - a) Over contraction joints in concrete underlying the new concrete structure.
    - b) Opposite contraction joints in abutting concrete.
    - c) At locations to confine joint spacing to a maximum of 15 feet.
  - 2) Construct contraction joints by:
    - a) Inserting and removing plates, or other devices.
    - b) Inserting and leaving in place preformed expansion joint filler even and flush with the concrete surface.
    - c) Sawing as soon as practicable after concrete placement but before any uncontrolled cracking occurs.
    - d) Tooling
    - e) Other approved methods
  - 3) Contraction joints shall:
    - a) Be not less than 1/8 inch or more than 1/4 inch wide.
    - b) Be a depth of one-third the thickness of the concrete.
    - c) Have clean, unfilled grooves (if preformed expansion joint filler is not used
- H. **Surface Finishing**:
- 1) Remove forms, if any, from structures after the concrete has taken its initial set and while the concrete is still green. Repair minor defects with mortar containing one part portland cement and two parts sand. Do not plaster exposed surfaces

- 2) The top and face of structures shall be true and straight, free from humps, sags, or other irregularities. The surface shall not vary more than 1/4 inch from the edge of 12 foot long straightedge laid on the top or face of the structure, except in curves. Unless otherwise shown or directed, tool edges to 1/4 inch radius.
  - 3) Driveways, sidewalks, and surfacings: Finish concrete surfaces to smooth and uniform texture by troweling, floating and cross brooming. Lightly groove or mark surfaces into squares or other shapes to match markings on similar existing surfaces in the vicinity, as directed.
  - 4) Finished concrete surfaces of sidewalk ramps shall be within the established slopes and dimensions in accordance with Contract Documents. Repair or remove and replace sidewalk or ramps which do not meet requirements at no additional cost to the City.
- I. **Concrete Curing:** Cure and protect concrete after placing and finishing according to Standard Specification Section 00440. Contractor shall keep concrete structures safe from pedestrian and vehicular traffic for a minimum of seven (7) days. Do not apply curing compound to the designated truncated dome area of sidewalk ramps.
- J. Concrete Compressive Strength shall have a minimum Actual Strength Test Value (ASTV) of 3,000 psi at 28 days. ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.
- K. Corrective Action Plan - Submit proposed corrective action plan within 10 Calendar Days after being notified by the Project Manager of non-compliant surfacing, for minor corrective action as follows:
- 1) Concrete Grinding - Submit grinding Equipment and method of restoring broom finish or equivalent, to the Project Manager for approval. Grinding concrete at grade breaks is not allowed. Limit irregular surfaces grinding to a maximum depth of 3/16 inch
  - 2) ACP Grinding - Submit ACP grinding equipment to the Project Manager for approval. Blend adjacent ACP surfaces at a slope of 1V:50H to ensure grade does not exceed the pre-existing road slope condition or 5%, whichever is greater. Limit ACP grinding to a maximum depth of 1/2 inch
  - 3) Non-compliant running slopes, cross slopes or turn space slopes which require grinding beyond the maximum limits, will be considered a major corrective action. The Project Manager, may require replacement of portions of the ramp, or the entire ramp, if major corrective action is needed

Part 6

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# Conceptual Drawings

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# Assumed Layout



CAMPBELL PARK  
CONCEPTUAL PLAN



NEW FLEX COURTS

NEW TENNIS COURTS  
WITH FENCE

SPORTS VIEWING AREA

BENCH SEATING

OVERLOOK

NATURE WALK PATHWAY

STORMWATER MEADOW

LOG BOUNDARY

INTERPRETIVE SIGNAGE

EXPANDED PARKING

EXISTING RESTROOM

