



# COUNCIL REGULAR SESSION

Wednesday, April 17, 2024 at 7:00 PM

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## COUNCIL MEMBERS:

Mayor Rick Scholl  
Council President Jessica Chilton  
Councilor Mark Gundersen  
Councilor Russell Hubbard  
Councilor Brandon Sundeen

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)  
Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)  
Phone | 503-397-6272  
Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

### VISITOR COMMENTS – *Limited to three (3) minutes per speaker*

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- [1.](#) Third Amendment to Agreement with Mackenzie for the Public Safety Facility Project
- [2.](#) [RATIFY] Agreement with Lower Columbia Engineering, LLC for General Engineering Services
- [3.](#) Amendment No. 1 to Grant Contract with Oregon Business Development Department for Sewer Capacity Improvement Project
- [4.](#) Contract with Advanced Excavating Specialists, LLC for Riverwalk Project
- [5.](#) First Amendment to Contract with Moore Excavation, Inc. for S. 1st & St. Helens Intersection Improvements Project

### APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

- [6.](#) Appoint Colleen Ohler to Library Board
- [7.](#) Appoint Reid Herman and Nick Hellmich to Parks & Trails Commission

### CONSENT AGENDA FOR ACCEPTANCE

- [8.](#) Library Board Minutes dated February 12, 2024

### CONSENT AGENDA FOR APPROVAL

- [9.](#) Council Minutes dated January 29, 2024
- [10.](#) Declare Surplus Property - Flying Eagle Canoe
- [11.](#) Request for Proposals (RFP) for Special Event Coordination and Management Services including Independent Contractor Agreement
- [12.](#) Accounts Payable Bill Lists

### WORK SESSION ACTION ITEMS

### REPORT FROM CITY ADMINISTRATOR JOHN WALSH

**COUNCIL MEMBER REPORTS**

**MAYOR SCHOLL REPORTS**

**OTHER BUSINESS**

**ADJOURN**

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/86424499736?pwd=cVFCVmJsSUo5enBtM2ZpODlVSHpPZz09>

Passcode: 188455

Dial: 669-900-9128

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The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to [www.sthelensoregon.gov](http://www.sthelensoregon.gov) or call 503-366-8217.

**City of St. Helens**  
**THIRD AMENDMENT TO**  
**PERSONAL SERVICES AGREEMENT**  
**Mackenzie**  
**Public Safety Facility Project**

This Amendment is entered into this 17<sup>th</sup> day of March 2024, between the **City of St. Helens**, an Oregon municipal corporation (“the City”), and **Mackenzie** (“Contractor”).

**RECITALS**

**A. WHEREAS**, on or about October 11, 2021, the City and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to design of a Public Safety Facility; and

**B. WHEREAS**, Paragraph 3 of the Agreement provides that the Agreement terminates on May 1, 2024, and that the City reserves the right to extend the Agreement for a period of two (2) years in one (1) year increments; and

**C. WHEREAS**, St. Helens and Contractor mutually desire to extend the term of the Agreement for an additional year.

**AGREEMENT**

**NOW, THEREFORE**, the parties mutually agree as follows:

**1.** The termination date of the Agreement signed on or about October 11, 2021, shall be amended to reflect a termination date of May 1, 2025, unless earlier terminated according to the terms of the agreement.

**2.** All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**, an Oregon municipal corporation

**MACKENZIE**

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

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

Name: \_\_\_\_\_

Name: **Jeff Rhys Humphreys**

Its: \_\_\_\_\_

Its: **Principal**



Personal Services Agreement

# GENERAL ENGINEERING SERVICES



Lower Columbia Engineering, LLC  
58640 McNulty Way  
St. Helens, OR 97051  
(503) 366-0399



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



# Personal Services Agreement

## GENERAL ENGINEERING SERVICES

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Lower Columbia Engineering, LLC**, (“Contractor”).

### RECITALS

- A. The City is in need of general engineering services on an as needed basis, to assist the Public Works Engineering Division with services as described in Attachment A.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to the general engineering services related to the design, review planning, construction, and maintenance of public works projects, public improvements, permitting, and other tasks as assigned and Contractor accepts such engagement. The principal contact for Contractor shall be Andrew Niemi, P.E., phone (503) 366-0399.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2024. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

**4. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in

compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

**5.3** The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

**5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

**5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**6. Document Ownership.** Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

**7. Notices.** 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 of St. Helens  
Attn: City Administrator  
265 Strand Street  
St. Helens OR 97051

**CONTRACTOR:** Lower Columbia Engineering, LLC  
Attn: Andrew Niemi, P.E.  
58640 McNulty Way  
St. Helens, OR 97051  
(503) 366-0399

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

**8. Standard of Care.** Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Insurance.**

**9.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**9.2** All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

**9.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

**9.4** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## 10. Termination.

**10.1 Termination for Cause.** City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

**10.1.1** If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

**10.1.2** If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

**10.1.3** If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

**10.1.4** If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

**10.1.5** If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

## 10.2 Breach of Agreement

**10.2.1** Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

**10.2.2** If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

**10.2.4** In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

**10.3 Termination for Convenience.** City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**11. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

**12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

**13. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

**14. Indemnification.**

**14.1 Liability of Contractor for Claims Other Than Professional Liability.** For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, but only to the extent, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor. Notwithstanding the foregoing, in no event shall Contractor's obligations under this Indemnification section extend to the proportionate share of fault of any indemnified party.

**14.2 Liability of Contractor for Claims for Professional Liability.** For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions to the extent arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

**14.3** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

**15. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon.

**16. Compliance with Law.**

**16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**16.2** Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

**16.3** Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

**16.4** Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

**16.5** Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

**16.6** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

**16.7** If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor 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.



**16.8** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**16.9** No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

**16.9.1** Either:

**16.9.1.1** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**16.9.1.2** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

**16.9.2** For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

**16.9.3** Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

**16.10** The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

**16.11** All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**16.12** All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

**16.13** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

**16.14** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor 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, (iv) ORS 659.425, (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.

**16.15** 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.

**16.16** If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

**16.17** If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

**16.18** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

**16.19** Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**16.20** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**16.21** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

**16.22** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 00408 ]

**16.23** Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.



**17. Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

**18. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**19. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

**20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**21. Mediation/Dispute Resolution**

**21.1** Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

**22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

**23. Records, Inspection and Audit by the City.**

**23.1** Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

**23.2** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

**23.3** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during

the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. **Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. **Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.


**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

Lower Columbia Engineering, LLC

Council Meeting Date: 4/17/24

Signature: 

Signature: 

Print: John Walsh

Print: Andrew D. Niemi

Title: City Administrator

Title: Principal Engineer

Date: 4/4/24

Date: 3/29/2024

**APPROVED AS TO FORM:**

By:   
City Attorney

## Attachment A Scope of Work

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Sharon Darroux, PMP  
Engineering Manager  
City of St. Helens  
265 Strand Street  
St, Helens, OR 97051

March 28, 2024  
Project No. 3601

**Re: Proposal for providing Temporary Engineering Services**

Sharon:

As requested, we have developed the following proposal for providing temporary engineering services for the City of St. Helens. This proposal is based on our correspondence related to these services and our understanding of your upcoming needs.

The following tasks are anticipated and are included in our Scope of Work:

1. On the Waterfront projects (S 1<sup>st</sup> Street/St. Helens Street Intersection Undergrounding Project, S 1<sup>st</sup> Street/Strand Street Road and Utilities Extension Project).
  - a. 1200C Erosion Control Inspections and reporting
  - b. Review of Change orders, RFIs, Submittals, and Pay Applications
  - c. Construction Inspections, Quality Verifications, and associated reporting
2. General construction support on public improvement projects and building permits.
3. Support for storm water management and drainage issues.
4. Support on projects in planning and permitting stage.
5. Provide consultation on an as-needed basis on construction matters relating to the execution, progress and completion of construction work or the interpretation of the contract documents.
6. Attend project meetings and provide input as requested.

The following tasks are not included in our Scope of Work:

1. Overall project coordination or management.
2. Revision of 1200C plans or permits.
3. Determination of necessary project involvement (we will be following your lead on our level of involvement).

Chase Berg would be our primary contact for these services and working under my supervision. I would be directly backing him up as necessary. 1200C inspections may be accomplished by other CESCL inspectors in our office to ensure that all inspection needs are met. It is our understanding that these services will begin in mid-April. We can be available for a kickoff/orientation meeting anytime between now and then. We would bill for our services on a time and materials basis per our 2024 Service Rates and Billing Procedures, which are attached for your reference.

Please do not hesitate to let us know of any questions. We appreciate this opportunity and look forward to working with you on these projects!

Sincerely,

A handwritten signature in blue ink that reads "Andy Niemi".

Andrew D. Niemi, P.E.  
Principal Engineer

## Attachment B Insurance Requirements

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:  
City Administrator  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.





**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D**. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C**. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C**. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
    - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
    - (b) You are not engaged in the business or occupation of providing such services.
  - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. MEDICAL EXPENSES**

**Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or
- released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;



- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. Any Insured**  
To any insured, except "volunteer workers".
- b. Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Products-Completed Operations Hazard**  
Included with the "products-completed operations hazard".
- g. Business Liability Exclusions**  
Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
  - a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
    - (d) Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
    - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

**1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

**2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

**3. Each Occurrence Limit**

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

**4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

**5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

**6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

#### a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

**3. Financial Responsibility Laws**

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

**4. Legal Action Against Us**

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**5. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

**6. Representations**

**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

**b. Unintentional Failure To Disclose Hazards**

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

**7. Other Insurance**

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.



**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

#### 7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### 8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**10. Additional Insured – Co-Owner Of Insured Premises**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

**G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

- b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
- c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 14. "Loading or unloading"** means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

**BUSINESS LIABILITY COVERAGE FORM**

Item #2.

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**25. "Your work":**

**a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

**Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:**

##### **d. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **e. Employees as Insureds**

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **f. Lessors as Insureds**

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (a) The agreement requires you to provide direct primary insurance for the lessor and
  - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **g. Additional Insured if Required by Contract**

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or  
 (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**2. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and  
 (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

**3. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**4. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**5. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**7. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**8. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **11. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **12. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **15. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **16. WAIVER OF SUBROGATION**

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **17. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **18. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

## 19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## 20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



## **Attachment C Terms of Compensation**

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## 2024 Service Rates and Billing Procedures

Lower Columbia Engineering can provide a fixed or not-to-exceed fee for a project with a well-defined scope. Unless a fixed fee price is quoted, all services will be billed on a time and materials basis. Time and materials billing will be based on the following hourly rates: \*

### Service Rates:

1.	Engineer II	\$215.00
2.	Engineer I	\$195.00
3.	Architect	\$190.00
4.	Project Manager	\$185.00
5.	Staff Biologist	\$170.00
6.	Engineering Technician	\$160.00
7.	Land Use Planner	\$150.00
8.	Designer II	\$140.00
9.	Designer I	\$120.00
10.	GIS Technician	\$110.00
11.	Permit Technician	\$100.00
12.	Drafter	\$95.00
13.	Project Administrator	\$90.00
14.	Field Crew Member (planting, labor, etc.)	\$65.00
15.	Outside Services or Expenses (fees, etc.)	Actual Cost + 10%

### Reimbursable Project Expenses:

1.	36" x 48" prints	\$4.00
2.	30" x 42" prints	\$3.50
3.	24" x 36" prints	\$3.00
4.	18" x 24" prints	\$2.00
5.	11" x 17" prints	\$.50
6.	8 ½" x 11" or 14" prints	\$.10
7.	Mileage (per mile)	\$.70
8.	Other (postage, airfare, etc.)	Actual Cost

### Billing Procedures & Payment Options:

Typically, an invoice will be issued for the previous month's services around the 10<sup>th</sup> of each month. In some cases, billable time may be carried over to a future invoice. Payment will be due 30 days from the invoice date unless noted otherwise. An interest rate of 1.5% per month may be charged on past-due balances (18% APR). Payment may be in the form of a check, cash, or major credit card. A fee of 3% will be added to all credit card transactions to cover a portion of the fee that we are charged by our service provider.

\*Rates are subject to change and updated yearly



## Amendment Number 1

**Project Name:** City of St. Helens - Sewer Capacity Improvement Project

This amendment is made and entered into by and between the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of St. Helens, Oregon (“Recipient”), and amends the Grant Contract between Recipient and OBDD, Project Number P23001, dated 08 August 2023, (“Contract”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Contract.

**Recital:** The purpose of this amendment is to transfer funds in Exhibit E – Project Budget to include a new line item.

**The parties agree to:** Remove Exhibit E – Project Budget in its entirety and replace with the new Project Budget.

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Estimated Budget
Engineering	\$2,234,700	\$1,120,000
Grant Administration	\$0	\$35,000
Legal Review/Fees	\$0	\$15,000
Permitting	\$245,300	\$0
Environmental Review	\$20,000	\$15,000
<b>Total</b>	<b>\$2,500,000</b>	<b>\$1,185,000</b>

OBDD will have no obligation under this amendment, unless within 60 days after receipt, the Recipient delivers to OBDD the following items, each in form and substance satisfactory to OBDD and its Counsel:

- (i) this amendment duly executed by an authorized officer of the Recipient; and
- (ii) such other certificates, documents, opinions and information as OBDD may reasonably require.

SIGNATURE PAGE FOLLOWS

Except as specifically provided above, this amendment does not modify the Contract, and the Contract shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.



**STATE OF OREGON**

**CITY OF ST. HELENS**

acting by and through its  
Oregon Infrastructure Finance Authority  
of the Oregon Business Development Department

By: \_\_\_\_\_  
Edward Tabor, Infrastructure & Program  
Services Director

By: \_\_\_\_\_  
The Honorable Rick Scholl, Mayor

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Not required by OAR 137-045-0050



265 STRAND STREET, ST. HELENS, OR 97051 | (503) 397-6272 | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)

# PROJECT CONTRACT DOCUMENTS

## ST. HELENS RIVERWALK

February 7, 2024, 1 P.M.



Project No. P-525A

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

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

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

## 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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EXHIBIT F CERTIFICATE OF COMPLIANCE  
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..... Separately Bound

**PART 4: CITY OF ST. HELENS ENGINEERING STANDARDS MANUAL**

..... Separately Bound

**PART 5: PROJECT SPECIFICATIONS**

..... Separately Bound

**PART 6: CONSTRUCTION DRAWINGS**

..... Separately Bound

**PART 7: SUPPELEMENTAL REPORTS**

..... Separately Bound

## NOTICE TO CONTRACTORS / INVITATION TO BID

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

Notice is hereby given that Sealed Bids for furnishing all materials, equipment, labor, and services for the **ST. HELENS RIVERWALK, PROJECT NO. P-525A** for the City of St. Helens (City) will be accepted by the City Administrator at St. Helens City Hall, 265 Strand Street, St. Helens, Oregon until **2:00 pm March 7, 2024**. All bids received on or before this date and time and in proper form will be publicly opened and read in the Columbia Room (Council Chambers) at the time set forth above as the deadline for receipt of bids, and thereafter bid documents, shall be made available for public inspection. Bids received after this date and time will not be considered. First-tier Subcontracting Disclosure forms, per the instructions to bidders, are due within two (2) working hours after the bid submission deadline.

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

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

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

The Solicitation Schedule and Deadlines are generally as follows:

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

Contract Documents, including plans and specifications, may be examined after 1 p.m. February 7, 2024, at the following offices:

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

Copies of Contract Documents, including plans and specifications may be obtained on or after 1:00 p.m. February 7, 2024, at St. Helens City Hall 265 Strand Street, St. Helens, Oregon for a nonrefundable fee of \$60.00 per set. If ordered by mail, add a \$10.00 processing and mailing charge. Plans may also be downloaded at no cost on the City's website at <https://www.sthelensoregon.gov/rfps>.

**Bids shall only be considered valid if Bidder is listed on the City's Official Plan Holder List.** The purchase of project Plans and Specifications from the City will place the Bidder on the Official Plan Holder List. **Bidders who**

**acquire Plans and Specifications from a website or a plan center must contact the City at (503) 397-6272 and request to be placed on the City's Official Plan Holder List for a nonrefundable fee of ten dollars (\$10.00).**

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

No bid will be received or considered unless the bid is submitted in writing and received on the prescribed City Offer form, mailed or delivered to the City Administrator, City Hall, City of St. Helens, 265 Strand Street St. Helens, Oregon 97051 in a sealed envelope plainly marked on the outside of the envelope "SEALED BID" and specifying the project name, **ST. HELENS RIVERWALK, PROJECT NO. P-525A**, and bearing the name and address of the bidder, the bidder's telephone number and the bid opening date. All bids must be prepared and signed in ink by an authorized representative. Facsimile bids will not be accepted. No bid will be received or considered unless the bid contains a statement by the bidder, as part of their bid, that Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148 (Davis- Bacon Act), as applicable. This project is for a public work and is subject to ORS 279C.800 to 279C.870, the Oregon Prevailing Wage Law.

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

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

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

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

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

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

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

**Project Contact (City of St. Helens):**

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

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

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

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



# Part 1

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# Bid Documents

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

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

<b>NAME OF BIDDER:</b>	<u>Advanced Excavating Specialists, LLC</u>			
<b>CONTACT:</b>	<u>Luke Price</u>			
<b>ADDRESS:</b>	<u>1200 Hazel Street</u>			
<b>CITY</b>	<u>Kelso</u>	<b>STATE</b>	<u>WA</u>	<b>ZIP</b> <u>98626</u>
<b>TELEPHONE NO.:</b>	<u>360-232-8854</u>			
<b>FAX NO.:</b>	<u>360-353-5247</u>			
<b>EMAIL ADDRESS:</b>	<u>luke@advexc.us</u>			

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

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

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



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

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

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

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

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

The following total bid of Two Million, Nine Hundred Ninety-Six Thousand Dollars & Zero Cents Dollars (\$ 2,996,000.00 ) is proposed for the project as described in the Contract Documents.

7. All items in the Schedule of Values have been completed in full by showing a unit or lump sum price or prices for each and every item thereof. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.
8. The undersigned submits the unit prices as those at which he will perform the Work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
9. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant Work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "SCHEDULE OF VALUES".
10. In stating prices, it is understood that the prices include all materials and Work required to complete the Contract in accordance with the plans and specifications. If any material, item or service required by the plans and specifications has not been mentioned specifically in the "SCHEDULE OF VALUES", the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "SCHEDULE OF VALUES".
11. The undersigned shall furnish bonds required by the specifications and comply with the laws of the State of Oregon which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.
12. Accompanying this Offer is a certified check, cashier's check or a bid bond, in the sum of \$ 299,600.00, payable to the City of St. Helens, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of St. Helens. If bid is not accepted, bid security accompanying this Offer shall be returned to the undersigned.
13. The undersigned agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148, the Oregon Prevailing Wage law or the Federal Davis Bacon Act, as applicable.



14. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
15. The undersigned certifies that he undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
16. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.  
 The Work shall be commenced within five working days after receipt of the written Notice to Proceed.  
 The Work shall be completed in all respects within 365 calendar days following issuance of the Notice to Proceed and shall be completed no later than April 17, 2025.
17. The undersigned bidder is licensed by the Oregon Construction Contractors Board, the registration is current and valid, and the bidder's registration number is stated below.
18. If applicable, the undersigned bidder is licensed by the State Landscape Contractors Board, the license is current and valid, and the bidder's registration number is stated below.
19. The undersigned acknowledges that, in determining the lowest responsible bidder, City shall, for the purpose of awarding the Contract, add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state, as set forth in the chart located at [www.oregon.gov/DAS/EGS/ps/Pages/RecipPref/detail\\_a\\_main\\_page.aspx](http://www.oregon.gov/DAS/EGS/ps/Pages/RecipPref/detail_a_main_page.aspx). "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her/it in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
20. The undersigned hereby represents that no Commissioner, officer, agency or employee of the City of St. Helens is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents or employees had induced him/her to enter into this Contract, and the documents made a part of its terms.
21. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same project and is, in all respects, fair and without collusion or fraud.
22. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of Contract.
23. The undersigned confirms that if this Contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this Contract.
24. The City of St. Helens may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.
25. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in the Solicitation and Contract Documents.
26. The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Schedule of Values. **ADDENDA NUMBERED 1 THROUGH 1 HAVE BEEN REVIEWED.**

27. Bidder information and signature.

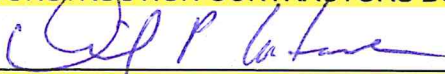
Advanced Excavating Specialists, LLC

NAME OF BIDDER

BIDDER IS A RESIDENT OF THE STATE OF Washington

(See ORS 279A.120)

CONSTRUCTION CONTRACTORS BOARD LICENSE NO 188935



SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

Member

OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE

3/7/2024

DATE BID IS SIGNED

**BID FORM**

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

<b>LUMP SUM BID FORM</b>					
KIND OF WORK: Park Improvements, Earthwork, Structures, Drainage, Planting, Illumination					
ITEM #	ITEM DESCRIPTION	UNIT	EST QTY	UNIT COST (BIDDERS ONLY)	SUBTOTAL
1	DIVISION 1 - GENERAL REQUIREMENTS	LS	1	\$ 391,000.00	\$ 391,000.00
2	DIVISION 2 - EXISTING CONDITIONS	LS	1	\$ 22,000.00	\$ 22,000.00
3	DIVISION 3 - CONCRETE	LS	1	\$ 390,000.00	\$ 390,000.00
4	DIVISION 4 - MASONRY	LS	1	\$ 360,000.00	\$ 360,000.00
5	DIVISION 5 - METALS	LS	1	\$ 191,000.00	\$ 191,000.00
6	DIVISION 10 - SPECIALTIES	LS	1	\$ 45,000.00	\$ 45,000.00
7	DIVISION 26 - ELECTRICAL	LS	1	\$ 170,000.00	\$ 170,000.00
8	DIVISION 31 - EARTHWORK	LS	1	\$ 50,000.00	\$ 50,000.00
9	DIVISION 32 - EXTERIOR IMPROVEMENTS	LS	1	\$ 1,155,000.00	\$ 1,155,000.00
10	DIVISION 33 - UTILITIES	LS	1	\$ 222,000.00	\$ 222,000.00
<b>LUMP SUM BID TOTAL</b>					<b>\$2,996,000.00</b>

**BID FORM**

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

**UNIT PRICES**

**NOTE:** The following unit prices shall prevail for adding and/or deleting work items from those indicated by the Contract documents, and prices shall remain in effect for the life of the contract. All unit prices are for the complete and proper installation, per the Drawings and Specifications, and shall include all materials, labor, overhead and profit, and any applicable bonds, B&O taxes and expenses. All unit prices shall equally reflect the total credit given for all materials, labor, overhead and profit, and any applicable bonds, B&O taxes and expenses not used if that item should be deducted from the scope of work.

ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	EST QTY	UNIT COST (BIDDERS ONLY)	SUBTOTAL
1	05 50 00	4" PERF PIPE	LF	1	\$100.00	\$100.00
2	05 50 00	8" SCHEDULE 40 GALV SLEEVE	LF	1	\$200.00	\$200.00
3	31 22 00	HAUL & DISPOSAL	CY	1	\$65.00	\$65.00
4	31 23 16.13	TRENCH - ROCK EXCAVATION	CY	1	\$200.00	\$200.00
5	32 13 00	6" REINFORCED CONCRETE PAVING, INCL. AGG BASE, BROOM FINISH	SF	1	\$24.50	\$24.50
6	32 13 00	CONC THICKENED EDGE	LF	1	\$110.00	\$110.00
7	32 14 13	STONE UNIT PAVERS, INCL. CONC SLAB & AGG BASE	SF	1	\$230.00	\$230.00
8	33 05 61	PRECAST CONCRETE MANHOLES	EACH	1	\$9,500.00	\$9,500.00
9	33 05 61	PRECAST CONCRETE MANHOLES (STORMFILTER MH)	EACH	1	\$30,000.00	\$30,000.00
10	33 05 61	CONNECT TO EXISTING MANHOLE	EACH	1	\$2,000.00	\$2,000.00
11	33 05 61	MAJOR ADJUSTMENT TO EXISTING MANHOLE (INCLUDING NEW DECORATIVE LID)	EACH	1	\$2,800.00	\$2,800.00
12	33 05 61	EXTRA FOR DECORATIVE LID ON NEW MANHOLE	EACH	1	\$400.00	\$400.00
13	33 14 16	WATER PIPE	LF	1	\$65.00	\$65.00
14	33 14 16	WATERLINE CONNECTION TO EXISTING WATERLINE	EACH	1	\$1,000.00	\$1,000.00
15	33 41 00	STORMWATER FACILITY DRAINAGE SYSTEM (6" PERFORATED DRAIN)	LF	1	\$62.00	\$62.00
16	33 42 11	STORMWATER DRAINAGE PIPE (10" HDPE)	LF	1	\$140.00	\$140.00
17	33 42 11	STORMWATER DRAINAGE PIPE (12" HDPE)	LF	1	\$230.00	\$230.00



# FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

## ST. HELENS RIVERWALK

Project No. P-525A

City of St. Helens, Oregon

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

**BID SUBMISSION DEADLINE** Date: March 7, 2024 Time: 2:00 AM PM

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

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

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
North Fork Landscape	\$189,915.50	Landscaping
B&B Masonry	\$319,554.00	Division 4 Masonry
Five Rivers Construction	\$530,416.00	Concrete (Both Divisions)
Triptych Construction	\$335,000.00	Gabion Basket Retaining Wall

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): Advanced Excavating Specialists, LLC

Contact Name: Luke Price Phone Number: 360-232-8854



### FIRST TIER SUBCONTRACTORS

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

(Make additional copies as needed for each subcontractor)

**Subcontractor/Address:** \_\_\_\_\_

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

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

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

Worker's Comp. Verified:       Yes       No

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

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

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

We, Advanced Excavating Specialists, LLC, a corporation or partnership duly organized under the laws of the State of Washington, and authorized to transact business in the State of Oregon, as "PRINCIPAL", and,

We, Merchants Bonding Company (MUTUAL), a corporation or partnership duly organized under the laws of the State of Iowa, and authorized to transact business in the State of Oregon, as "SURETY",

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (OBLIGEE) the sum of:  
(\$ ----- 10% -----)

Ten Percent (10%) of the Total Amount Bid ----- Dollars.

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

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 7th day of March, 2024.

Merchants Bonding Company (MUTUAL)  
Surety

Advanced Excavating Specialists, LLC  
Principal

2233 112th Avenue NE, Bellevue, WA 98004  
Address

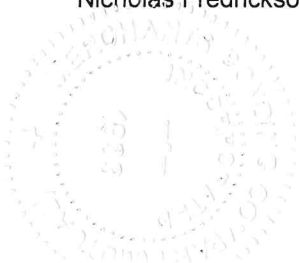
1200 Hazel Street, Kelso, WA 98626  
Address

By: Nicholas Fredrickson

By: [Signature] ~~Attorney-in-Fact~~

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

Nicholas Fredrickson, Attorney-in-Fact



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Alec Gumpfer; Andrew Kerslake; Brenda Nolin; Charla M Boadle; Deanna M French; Derek Sabo; Elizabeth R Hahn; Francis Wirt; Gregory C Ryerson; Guy P Armfield; Jana M Roy; John N Bustard; John R Claeys; Justin Gwinn; Katelyn Cooper; Lauren Zakarian; Marie I Matetich; Mindee L Rankin; Nicholas Fredrickson; Roger Kallenbach; Roland R Eugenio; Ronald J Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sean K Spencer; Sharon L Pope; Shirley J Pace; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

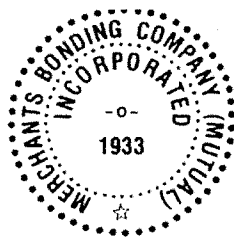
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of February, 2024.



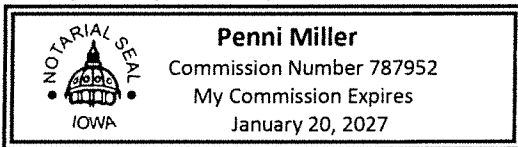
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

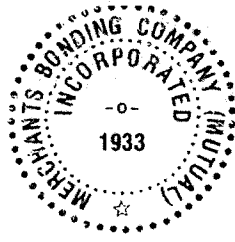


(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7 day of March, 2024.



*William Warner Jr.*  
Secretary

# Part 2

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# Contract Documents



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

### ST. HELENS RIVERWALK

#### Project No. P-525A

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

#### 1. Effective Date and Duration

This Contract is effective on April 17, 2024, or on the date at which every party has signed this Contract, whichever is later. The Work under this Contract shall, unless otherwise terminated or extended, be completed on or before April 17, 2025.

#### 2. Statement of Work

General description of the Work and quantities:

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

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

#### 3. Consideration

a. City agrees to pay Contractor in the manner provided in the Contract documents (actual quantities at unit prices) in the amount not to exceed three million two hundred ninety-five thousand and six hundred dollars (\$3,295,600) for accomplishing all the Work required by this Contract and the Contract Documents.

b. Any progress payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**, if applicable, and Section 21 of the Standard Terms and Conditions for Public Improvement Contracts.

c. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Payment for Work performed after June 30 of any given year is subject to funds being appropriated by the St. Helens City Council. If funds are not appropriated, the City may terminate this Contract for convenience by notice to the Contractor.

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Business Name (Please Print): Advanced Excavating Specialists, LLC

Contact Name: Mike LaFave Phone: 360-232-8854 Fax: 360-353-5247

Address: 1200 Hazel Street, Kelso, WA 98626

Social Security #: \_\_\_\_\_ St. Helens Business License #: TBD

Federal Tax ID#: 27-0442176 State Tax ID #: 01406621-7

Construction Contractors Board #: 188935

Citizenship: Nonresident Alien  Yes  No

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

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

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

Signed by Contractor:

 3-29-2024  
Signature/Title Date

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

**CITY OF ST. HELENS SIGNATURE**

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

Attest: \_\_\_\_\_  
City Recorder Date  
 4/9/2024

Reviewed: \_\_\_\_\_  
City Attorney Date

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

### 1. Contractor is Independent Contractor

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

### 2. Subcontracts and Assignment

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

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

### 3. No Third Party Beneficiaries

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

### 4. Successors in Interest

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

### 5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bid Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans entitled **ST. HELENS RIVERWALK, PROJECT P-525A**, Construction Drawings, Standard Drawings, and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the Prevailing Wage (BOLI) if applicable AND any other separately bound reference, 2021 Oregon Standard Specifications for Construction, the City of St. Helens Engineering Department Public Facilities Construction Standards Manual Appendix to St. Helens Community Development Code,

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

#### **6. Contractor's Representations**

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

#### **7. Drug Testing**

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

#### **8. Notice to Proceed**

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

#### **9. Suspension of the Work**

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

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

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

#### **10. Early Termination**

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

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



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

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

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

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

#### **12. Remedies for Default**

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

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

#### **13. Access to Records**

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

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

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

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

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

### 15. Compliance with Applicable Law

Contractor shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, and City contracting rules applicable to the work under this contract, including without limitation ORS Chapter 279A-C and specifically ORS 279A.110, 279A.120, 279A.125, 279C.365, 279C.370, 279C.375, 279C.380, 279C.505, 279C.510, 279C.515, 279C.520, 279C.525, 279C.527, 279C.528, 279C.530, 279C.540, 279C.545, 279C.555, 279C.560, 279.565, 279C.570, 279C.580, 279C.585, 279C.600 to 279C.625, 279C.650 to 279C.670, and ORS 279C.800 to 279C.870, if applicable.

- a. Contractor shall:
  - 1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract;
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract;
  - 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished;
  - 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
  - 5) Demonstrate that an employee drug testing program is in place;
  - 6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
  - 7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- b. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the Contract as the claim becomes due, City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.
- c. If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from City, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- d. If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- e. Paying a claim in the manner authorized (b) through (d) above does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim .
- f. No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
  - 1)
    - i. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
    - ii. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - 2) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

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

made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to City or pay document provided by City to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between City and Contractor.

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

The requirements applicable to contractors set forth in these sections are all incorporated into this contract by this reference as though set forth herein in their entirety. Contractor also expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended (iv) ORS 659A.142, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part as if set forth herein in its entirety.

#### **16. Licensing with Construction Contractor's Board**

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

#### **17. Prevailing Wages**

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

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

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

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

#### **18. Change Orders/Extra Work**

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

If Contractor proposes an alternative material, process or system to City, or supplies City with specifications or plans for use in the Project, Contractor warrants to City that such alternative material, process or system is adequate, accurate, complete, fit for its intended purpose, and, if accepted by City, that an acceptable result will be achieved. Contractor, at its own cost, will remedy, any Work that violates this warranty until an acceptable result is achieved.

#### **19. Inspection and Acceptance**

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

#### **20. Liquidated Damages**

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City three-hundred dollars per day (\$300/day) for each and every day that elapses in excess of the Contract Time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

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

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

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

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

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

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

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

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

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

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

## **22. Insurance**

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

## **23. Bonds / Notice of Bond Claims**

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

## **24. Two-Year Warranty**

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

repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

## **25. Nondiscrimination in Labor**

Contractor shall comply with provisions of City's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status or age if the individual is 18 years of age or older, or because of the race, color, religion, sex, sexual orientation, national origin, marital status or age of any other person with whom the individual associates, or because of an individual's juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262 or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

## **26. Environmental Regulations**

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

### **Federal Agencies:**

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

### **State Agencies:**

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

### **Local Agencies:**

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



- Historical Preservation Commissions
- Planning Commissions

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

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

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

## 27. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that Work or materials do not conform in fact to the Contract Documents. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the

whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach. All waivers by City must be in writing and signed by City.

**28. Errors**

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

**29. Governing Law**

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

**30. Severability**

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

**31. Attorney's Fees**

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

**32. Business License**

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

**33. Notices/Bills/Payments**

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

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

Contractor: Advanced Excavating Specialists, LLC  
1200 Hazel Street  
Kelso, WA 98262  
(360) 232-8854

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

**34. Conflict of Interest**

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

**35. Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



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

**LIST OF EXHIBITS**

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

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



**See Plans and Specifications titled**

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

**EXHIBIT B**

**PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS**

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

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

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

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

Required by City     Not required by City    By: P.M. \_\_\_\_\_  
(Mayor signature required)    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    By: P.M. \_\_\_\_\_  
(Mayor signature required)    Mayor \_\_\_\_\_

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

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

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

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



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## DESCRIPTIONS (Continued from Page 1)

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Notice of cancellation for the general liability policy per the attached form.



POLICY NUMBER: 88A2GL0002343-01

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operatlons
Where required by written contract when no specific form or edition date is specified.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 88A2GL0002343-01

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract when no specific form or edition date is specified.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number

<b>POLICY NUMBER</b>  	<b>POLICY CHANGES EFFECTIVE</b>  09/01/2023	<b>COMPANY</b>  American Alternative Insurance Corporation
<b>NAMED INSURED</b> Advanced Excavating Specialists, LLC As Per Named Insured Extension 1200 Hazel Street Kelso, WA 98626		<b>AUTHORIZED REPRESENTATIVE</b> McKee Risk Management, Inc. 610 Freedom Business Center Drive Suite 300 King of Prussia, PA 19406
<b>COVERAGE PARTS AFFECTED</b> Commercial General Liability		
<p style="text-align: center;"><b>CHANGES</b></p> <p><b>CANCELLATION NOTICE</b></p> <p>In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims, or nonpayment of premium), we agree to mail prior written notice of cancellation or material change to:</p> <p><b>SCHEDULE</b></p> <p>1. Number of days advance notice: 30</p> <p>2. Name:</p> <p>As Required by Written Contract.</p>		

  
 Authorized Representative Signature

POLICY NUMBER: 88A2GL0002343-01

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Designated Construction Project(s):  
All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A, and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**COMMERCIAL AUTO  
AU WA 20 43 01 18**

**Additional Insured By Contract, Agreement Or Permit**

Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed by a written contract, agreement or permit issued to you by governmental or public authority to add such person or organization, or governmental or public authority, to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement or after the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf.

**C. Under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Supplementary Payments Paragraphs 2.a.(2) and 2.a.(4) are replaced by the following:**

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire and arises out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.**

The insurance provided under this provision D. is excess over any other collectible insurance.

**E. Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing is replaced by the following:**

**Towing And Labor**

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an "auto" you own, we will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, light truck or medium truck is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For light trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less as defined by the manufacturer as the maximum loaded weight the "auto" is designed to carry, we will pay up to \$50 per disablement.
- c. For medium trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds as defined by the manufacturer as the maximum loaded weight the "auto" is designed to carry, we will pay up to \$150 per disablement.

However, the labor must be performed at the place of disablement.

**F. Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. Coverage Extensions - Transportation Expenses is amended to provide a limit of \$100 per day to a maximum of \$3,000.**

**G. Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4. Coverage Extensions is amended by the addition of the following:**

**Hired Auto Physical Damage Coverage**

**AU WA 20 43 01 18**

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Services Office, Inc., with its permission.

**Page 2 of 7** □

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.

Advanced Excavating Specialists, LLC

Entity

Signature

3-29-2024

Date

[Handwritten signature]

B. CONTRACTOR IS INDEPENDENT

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

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

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

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

- [X] The labor or services are primarily carried out at a location that is separate from Contractor's residence or is primarily carried out in a specific portion of Contractor's 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.
[X] Telephone listing is used for the business that is separate from the personal residence listing.
[X] Labor or services are performed only pursuant to written contracts.
[X] Labor or services are performed for two or more different persons within a period of one year.
[X] 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.

*[Handwritten Signature]* \_\_\_\_\_ *4-9-2024* \_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_ \_\_\_\_\_  
Project Manager Signature Date



**EXHIBIT D**  
**BONDS**





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

Bond No.: 100392070  
 Project Name ST. HELENS RIVERWALK  
 and No.: Project No. P-525A

Merchants Bonding Company (MUTUAL) (Surety)	Bond Amount	<u>\$ 2,996,000.00</u>
<u>N/A</u> (Surety)	Bond Amount	<u>\$ N/A</u>

**Total Penal Sum of Bond** \$ 2,996,000.00

We, Advanced Excavating Specialists, LLC, a corporation or partnership duly organized under the laws of the State of Washington, and authorized to transact business in the State of Oregon, as "PRINCIPAL," and,

We, Merchants Bonding Company (MUTUAL), a corporation or partnership duly organized under the laws of the State of Iowa, 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 (\$ 2,996,000.00)  
 ( Two Million, Nine Hundred Ninety-Six Thousand & 00/100ths ) dollars,

lawful money of the United States. [Provided, we the Sureties bind ourselves in such sum "Jointly and Severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety above), and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the sureties, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS 279C.500 to 279C.530, and shall indemnify and save harmless the City of St. Helens, Oregon, its officers, employees, agents and assigns, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for

prosecution of the Work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractor in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Contractor by the laws of this State, and the laws of the City of St. Helens, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

Dates this Tuesday NINTH day of MARCH, 20 24.

Merchants Bonding Company (MUTUAL)

Surety

By: Nicholas Fredrickson  
(Attorney-in-Fact) (Address) (Telephone)

Nicholas Fredrickson, Attorney-in-Fact | Address: 2233 112th Avenue NE, Bellevue, WA 98004 | PH: (425) 709-3600



Advanced Excavating Specialists, LLC

Principal

By: Jeff P. [Signature]  
(Address) (Telephone)

1200 Hazel Street, Kelso, WA 98626  
(360) 232-8854



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

Bond No.: 100392070  
Project Name ST. HELENS RIVERWALK  
and No.: Project No. P-525A

<u>Merchants Bonding Company (MUTUAL) (Surety)</u>	Bond Amount	<u>\$ 2,996,000.00</u>
<u>N/A (Surety)</u>	Bond Amount	<u>\$ N/A</u>

**Total Bond Amount** \$ 2,996,000.00

We, Advanced Excavating Specialists, LLC, a corporation or partnership duly organized under the laws of the State of Washington, and authorized to transact business in the State of Oregon, as "PRINCIPAL," and,

We, Merchants Bonding Company (MUTUAL), a corporation or partnership duly organized under the laws of the State of Iowa, 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 (\$ 2,996,000.00)  
(Two Million, Nine Hundred Ninety-Six Thousand & 00/100ths dollars,

lawful money of the United States. [Provided, we the Sureties bind ourselves in such sum "Jointly and Severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety above), and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the sureties, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS 279C.500 to 279C.530, and shall indemnify and save harmless the City of St. Helens, Oregon, its officers, employees, agents and assigns, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall in all respects perform said Contract, and shall permit no lien nor claim to be filed or prosecuted against

the City on account of any labor or materials furnished; and shall do all things required of the Contractor by the laws of this State, and the laws of the City of St. Helens, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

Dates this Twenty Ninth day of MARCH, 20 24.

Merchants Bonding Company (MUTUAL)  
Surety

By: Nicholas Fredrickson  
(Attorney-in-Fact) (Address) (Telephone)  
Nicholas Fredrickson, Attorney-in-Fact | Address: 2233 112th Avenue NE, Bellevue, WA 98004 | PH: (425) 709-3600



Advanced Excavating Specialists, LLC  
Principal

By: Dirk P. Weber  
(Address) (Telephone)  
1200 Hazel Street, Kelso, WA 98626  
(360) 232-8854

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.

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Advanced Excavating Specialists, LLC  
Principal

By: Dirk P. Weber  
(Address) (Telephone)  
1200 Hazel Street, Kelso, WA 98626  
(360) 232-8854

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Alec Gumpfer; Andrew Kerslake; Brenda Nolin; Charla M Boadle; Deanna M French; Derek Sabo; Elizabeth R Hahn; Francis Wirt; Gregory C Ryerson; Guy P Armfield; Jana M Roy; John N Bustard; John R Claeys; Justin Gwinn; Katelyn Cooper; Lauren Zakarian; Marie I Matetich; Mindee L Rankin; Nicholas Fredrickson; Roger Kallenbach; Roland R Eugenio; Ronald J Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sean K Spencer; Sharon L Pope; Shirley J Pace; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

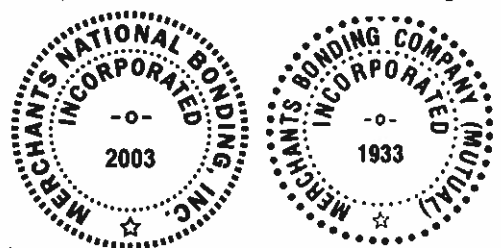
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of February, 2024.

MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY



By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

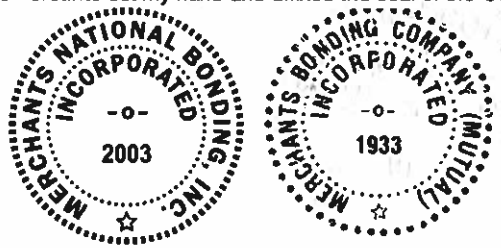


(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of MARCH, 2024.



*William Warner Jr.*  
Secretary

BOND 100392071

RELEASE OF RETAINAGE

KNOW ALL BY THESE PRESENTS, THAT WE, Advanced Excavating Specialists, LLC  
(hereinafter called the "Principal") as Principal, and Merchants  
Bonding Company (MUTUAL), of the City of Bellevue, Washington, a corporation duly organized  
under the laws of the State of Iowa, (hereinafter called the "Surety") as Surety, are held and firmly bound unto  
City of St. Helens, Oregon

(hereinafter called the "Obligee") as Obligee in the sum of One Hundred Forty-Nine Thousand, Eight Hundred & 00/100ths  
Dollars ( \$149,800.00 ), for payment of which sum  
well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of MARCH, 2024.

WHEREAS, THE SAID PRINCIPAL, has heretofore entered into a contract with the Obligee dated \_\_\_\_\_,  
for ST. HELENS RIVERWALK  
Project No. P-525A

WHEREAS, the Obligee is willing to release to the Principal the retained percentages withheld in accordance with the terms of said  
contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify and save harmless the  
Obligee from any and all loss, costs, charges, damages or expenses of whatsoever kind and nature which the Obligee may sustain or incur  
by reason of having released said retained percentage to the principal, then this obligation shall be void, otherwise to remain in full force  
and effect.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Advanced Excavating Specialists, LLC  
(Principal)

BY: [Signature]

Merchants Bonding Company (MUTUAL)

BY: [Signature]  
Nicholas Fredrickson, Attorney-in-Fact





# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of February, 2024.

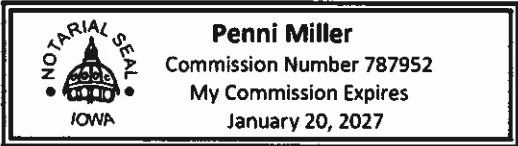
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY



By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 2nd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

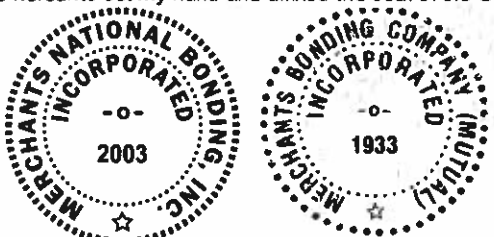


(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*  
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2th day of March, 2024.



*William Warner Jr.*  
Secretary



EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. P-525A ENGINEER'S Project No. N/A

ST. HELENS RIVERWALK

CONTRACTOR: Advanced Excavating Specialists, LLC

Contract For: City of St. Helens Contract Date 04/17/24

This Certificate of Substantial Completion applies to:

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

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

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

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

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

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

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

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

Other Responsibilities:



**EXHIBIT F**  
**CERTIFICATE OF COMPLIANCE**

**ST. HELENS RIVERWALK**

---

CIP Number: Project No. P-525A

Contractor: Advanced Excavating Specialists, LLC

1200 Hazel Street

Kelso, WA 98626

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

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

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

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

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

City		Contractor

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

---

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_

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

CITY accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_

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

File:



EXHIBIT 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: Advanced Excavating Specialists, LLC
1200 Hazel Street
Kelso, WA 98626

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

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: P-525A

Project: ST. HELENS RIVERWALK

Contractor: Advanced Excavating Specialists, LLC

Contract Signed: \_\_\_\_\_ Contract Expires: \_\_\_\_\_

Contract Completed: \_\_\_\_\_ Delinquent: \_\_\_\_\_

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

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

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

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

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

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

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



## EXHIBIT I

### INSTRUCTION TO BIDDERS

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

#### 1. SCOPE OF WORK

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

#### 2. EEO AFFIRMATIVE ACTION

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

#### 3. BID PROVISIONS

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

form. The existing prevailing rate of wage in the form of a BOLI document is included in the bid documents.

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

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

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

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

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

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

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

- A. Executed a formal contract;
- B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;



- C. Furnish proof of public works bond filed with BOLI; and
- D. Furnish the required Certificates of Insurance.

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

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

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

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

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

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

#### 5. **FORM OF BID**

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

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

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

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

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

## 6. LATE BIDS

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

## 7. INTERPRETATION OF CONTRACT AND ADDENDA

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

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

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

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

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

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

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

**9. FAMILIARITY WITH LAWS AND ORDINANCES**

- a. The Bidder is presumed to be familiar with all Federal, State, and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the

Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

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

#### 10. UNIT BIDS

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

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

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

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

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

#### 12. MISTAKES IN BIDS

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

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

### 13. REJECTION OF BIDS

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

preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

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

#### 14. BID PROTEST.

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

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

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



## EXHIBIT J

### OREGON PREVAILING WAGE RATES

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

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

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

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



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond #: OR6135045 CCB # (if applicable): 188935

We, Advanced Excavating Specialists, LLC, as principal, and Merchants Bonding Company (Mutual), a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 6th day of January, 20 23

Surety by: Merchants Bonding Company (Mutual) (Seal) Company Name Charla M Boadle Signature Charla M Boadle Attorney-in-Fact Title (e.g. Attorney-in-Fact) P.O. Box 14498 Address Des Moines IA 50306-3498 City State Zip

Principal by: Advanced Excavating Specialists, LLC Name Charla M Boadle Signature Title 1200 Hazel Street Address Kelso Washington 98626 City State Zip

SEND BOND TO: Construction Contractors Board PO Box 1414 Salem, OR 97309-2052 Telephone: (503) 378-4631

MSC 1053 OR (1/14)



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

### **PREVAILING WAGE RATES**

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

### **DETAILS OF FRINGE BENEFIT PROGRAMS**

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

### **WORK SCHEDULE**

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

## PUBLIC WORKS BONDS

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

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

### Exemptions:

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

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

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

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

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

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

## Part 3

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# **2021 Oregon Standard Specifications for Construction**

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

## Part 4

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

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

## Part 5

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# **Project Specifications**

**(Separately Bound)**

## Part 6

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# Construction Drawings

(Separately Bound)

## Part 7

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# **Supplemental Reports**

**(Separately Bound)**

**Geotechnical Report**

**Limited Soil Characterization Investigation**

**Stormwater Drainage Report**

**Structural Calculations**

**FIRST AMENDMENT TO  
Moore Excavation, Inc.  
Public Improvement Construction Contract  
S 1st Street – St Helens Street Intersection Improvements Project No. R-685**

This agreement is entered into this 17th day of April 2024, by and between the City, (hereinafter "City"), and Moore Excavation, Inc., (hereinafter "Contractor").

**RECITALS**

- A. City and Contractor entered into a Public Improvement Construction Contract on September 29, 2022 and said contract, hereinafter “original contract” is on file at St. Helens City Hall.
- B. As part of the original contract Contractor and City agreed that Contractor would reconstruct the S 1st Street – St. Helens Street intersection into a concrete intersection with new storm drains, curb bulb outs, stormwater planters, site furnishings, landscaping, and lighting.
- C. Work was added to the original scope of the project to include footings for the future gateway arch and additional time for traffic control and work associated with undergrounding the utilities at the intersection.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Total compensation for the added work described in Section C above is estimated to be \$146,620.00 and the total not-to-exceed total to accomplish all work required under the contract including modified scope shall be adjusted to \$1,256,416.00.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 17th day of April 2024.

**Contractor**

Christopher Ryan Menting  Digitally signed by Christopher Ryan Menting  
 DN: c=US,  
 E=chris.menting@themeigroup.com,  
 CN=Christopher Ryan Menting  
 Date: 2024.04.09 18:14:25-0700

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

**City**

\_\_\_\_\_  
 Rick Scholl, Mayor  
 Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
 Kathy Payne, City Recorder



# APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

## City Council Meeting ~ April 17, 2024

### Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Colleen Ohler	Library Board	1/23/24	1/29/24
• Jay Echternach	Library Board	2/14/24	2/14/24
• Reid Herman	Parks & Trails Commission	3/5/24	3/6/24
• Nick Hellmich	Parks & Trails Commission	3/6/24	3/7/24

### Library Board (4-year terms)

- Melisa Gaelrun-Maggi resigned. Her term expires 6/30/2024.

**Status:** A press release was sent out on January 8 with a deadline of February 9. We received two applications.

**Next Meeting:** May 13, 2024

**Recommendation:** At their April 8 regular meeting, the Library Board voted to appoint Colleen Ohler to the Library Board. Her term will expire 6/30/24.

### Parks & Trails Commission (4-year terms)

- Lacey Tolles resigned. Her term expires 12/31/2026.
- Brian Long resigned. His term expires 12/31/2024.

**Status:** A press release was sent out on January 19 with a February 23 deadline. We received two applications.

**Next Meeting:** May 13, 2024

**Recommendation:** At their April 8 regular meeting, the Commission voted to appoint Reid Herman and Nick Hellmich to the Commission. Reid's term will expire on 12/31/26 and Nick's term will expire on 12/31/24.

City of St. Helens  
**RESOLUTION NO. 1648**

A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT  
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,  
SUPERSEDING RESOLUTION NO. 1521

**WHEREAS**, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

**WHEREAS**, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

- 9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
- 10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
- 11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
- 12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
- 13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

**PASSED AND ADOPTED** by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder

# ST. HELENS PUBLIC LIBRARY BOARD MEETING

Monday, February 12, 2024 at 7:15 PM  
Virtually over Zoom

## APPROVED MINUTES

### Members Present

Chair Jana Mann  
Vice Chair Aaron Martin  
Member Robert Dunn  
Member Ellen Jacobson  
Member Lynne Pettit  
Member Fatima Salas  
Member Jessica Sturdivant  
Member Diana Wiener

### Members Absent

None

### Staff Present

Library Director Suzanne Bishop  
Library Board Secretary Dan Dieter  
Councilor Russell Hubbard

### Visitors

None

### CALL TO ORDER

Meeting was called to order at 7:18 pm by Chair Mann.

### VISITORS COMMENTS

No visitors.

### APPROVAL OF MINUTES

Minutes from December 11, 2023 were reviewed.

Motion: Upon Vice Chair Martin's motion and Member Dunn's second, the Library Board unanimously approved the minutes dated December 11, 2023. [Ayes: Chair Mann, Vice Chair Martin, Member Dunn, Member Jacobson, Member Pettit, Member Salas, Member Sturdivant, Member Wiener; Nays: none]

### OLD BUSINESS

**NEW SOCIAL MEDIA STRATEGY:** Director Bishop described some of the current social media strategies, i.e., posting 'Feature Friday' reviews, where staff write book reviews that are posted on social media. The board can participate as well. There is also a plan to start working on short videos to feature a theme of 'what I like about the library'.

**COMMUNICATION STRATEGY PROGRESS:** Library Director Bishop stated that Communications Officer King and Communications Support Specialist Burkhart are working on a plan to encourage the local newspapers to write stories about all the things that the library does. Flyers have also been developed to highlight programs that are being offered as well as statistics showing recent participation rates. The group discussed where to distribute a flyer like this. Member Salas asked if we have a Spanish version, and Director Bishop stated that we will need to make one and asked if Member Salas could help. Councilor Hubbard asked if the library participated in Citizens' Day in the Park, and Director Bishop stated that we have a table there every year to promote library programs.

**NEW BUSINESS**

SUBCOMMITTEE FOR BOARD MEMBER APPLICANT: Chair Mann stated that we need to assign board members to a subcommittee to review the application that was received. After the committee interview and reports back to the full board, a recommendation is given to City Council for approval. Members Sturdivant and Pettit spoke about their prior experience. Member Martin and Member Dunn volunteered to be on the committee and will report back after they have had the interview.

**LIBRARY DIRECTOR'S REPORT**

Director Bishop stated that in the calendar year 2023 an average of 98 people visited the library per day, compared to 92 people per day in the calendar year 2022. Amelia from the Amani Center will be providing the staff with mandatory child abuse training soon. The group also discussed the need for a binder listing community services. Other topics discussed include the recent schedule for Adults and Crafts, Book Club activity, the planned closure on February 19 for Presidents' Day, and removing the limit for first time check out, which used to be 10 items. Director Bishop also described the progress on getting limited cards for Columbia County Mental Health (CCMH) residents. All of the Spanish language titles will be reorganized into a separate collection to make it more efficient for patrons. The Small Business Center is making progress as staff prepare to move items into a specific collection for that area. Members of the Columbia County Economic Team (CCET) have viewed the space and are wanting to help get the word out. Full-time staff will be scheduling time for the Makerspace to make some open hours available for those interested in using the space. Director Bishop recently attended a meeting of small rural library directors where discussions included budgets and book challenges. The library's semi-annual report will be given at the March 6 City Council meeting. The new Library of Things patron agreement is still being reviewed by the City attorney. The recent Library Science and Technology Act (LSTA) grants were mostly awarded for very specific projects. We will make a future application to try to get funding for the Makerspace. The library budget for the next fiscal year has been adjusted down to \$837,800, with adjustments being made to several items. The City's budget committee will be meeting in April and then making their budget recommendation to the City Council in early June.

**COUNCILOR'S REPORT**

Councilor Hubbard stated that the budget is going to be a difficult problem to solve. He is reaching out to businesses to try to bridge beyond this problem and bring in more employment. We will work our way out of this.

**OTHER BUSINESS**

The next regularly scheduled meeting will be Monday, March 11, 2024, at 7:15 p.m. via Zoom.

**SUMMARIZE ACTION ITEMS**

Board members are being asked to keep posting on their own pages. Member Dunn and Member Martin will be processing the new applicant and will report back to the board next month.

**ADJOURNMENT**

Chair Mann adjourned the meeting at 8:18 p.m.

Respectfully submitted by,

Dan Dieter

Library Board Secretary

# City of St. Helens

## Consent Agenda for Approval

### CITY COUNCIL MINUTES

Presented for approval on this 17<sup>th</sup> day of April, 2024 are the following Council minutes:

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2024

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- Special Session Minutes dated January 29, 2024

**After Approval of Council Minutes:**

- Scan as PDF Searchable
- Make one double-sided, hole-punched copy and send to Library Reference
- Minutes related to hearings and deliberations get copied to working file
- Save PDF in Minutes folder
- Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- Upload & publish in MuniCode
- Email minutes link to distribution list
- Add minutes to HPRMS
- Add packet and exhibits to HPRMS
- File original in Vault
- Update minutes spreadsheet



# COUNCIL SPECIAL SESSION

Monday, January 29, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
 Councilor Mark Gundersen  
 Councilor Russell Hubbard  
 Councilor Brandon Sundeen

### MEMBERS ABSENT

Council President Jessica Chilton

### OTHERS

John Walsh, City Administrator	Rachael Barry, Government Affairs Specialist
Kathy Payne, City Recorder	Gloria Butsch, Finance Director
Lisa Scholl, City Recorder	Ed Trompke, Contracted City Attorney

### CALL SPECIAL SESSION TO ORDER – 9:09 a.m.

### RESOLUTION

- 1. Resolution No. 2000:** A Resolution to Submit the Electors of the City of St. Helens the Question of Adoption of a 5-Year Local Option Levy Not to Exceed the Amount of \$0.52 Per \$1,000 of Assessed Property Value for Police Protection Services Staffing Beginning Fiscal Year 2024-2025

The purpose of this meeting is to consider a levy in the amount of \$0.52 per \$1,000 of assessed value.

Contracted Attorney Ed Trompke explained that Oregon law allows a local option levy for a period of not more than five years for specific purposes. In this case, it's for law enforcement protection services at \$0.52 per \$1,000. If the resolution and ballot title are approved, the notice will be published in the newspaper followed by a seven-day period the public has to challenge the ballot title in Circuit Court. The County Elections official said today is the last day to get it to the newspaper and make deadlines. Once the court process is over, City Administrator Walsh will sign the SEL form and send it to County Elections official, who adds it to the ballot.

In response to Councilor Hubbard's question about cost, Walsh responded that the only cost to the City is newspaper advertising charges. There is not an additional cost since it's in the Primary Election.

Discussion of tax generated and whether it is enough. It will generate around \$600,000 per year and fully funds three officers. A lower rate will be more likely approved than a higher rate.

Councilor Hubbard is concerned that this doesn't seem to solve the problem. They should be able to find the funds and not do the levy. It's last minute and affects the citizens for a long time. Adding it to the utility bill would make it immediate, which he would prefer if there was a mechanism for hardships and for it to sunset.

Mayor Scholl prefers \$0.69 per \$1,000 and sending it to the voters. He pointed out that there will be a jail levy at the same time.

Discussion of levy versus utility fee.

Councilor Sundeen thanked Colleen Ohler for working on this. He wants to make sure everyone has had time to look this over thoroughly and not to rush it. Mayor Scholl agreed. They thought it was too late but Colleen got it done. The \$0.52 per \$1,000 would show they're not asking too much. This would help close the gap of retirees and allow them to adjust the budget. They have already given them the ability to hire two officers immediately. He is hopeful for industry and Waterfront redevelopment to have a supportive tax base.

Mayor Scholl said it would be a mistake to not put it out to the voters during a Primary election. Policing is going to continue to get more expensive and be unaffordable for cities.

Councilor Hubbard asked what happens if the levy fails. Councilor Gundersen said it could be added to the utility bill. Walsh said a levy allows voters to show their support of the police. Not all levies pass on the first try. They will have another opportunity to go out for a levy in November if this fails. Councilor Gundersen agreed with the increase to \$0.69 per \$1,000 and if that doesn't pass, they can add to utility bill. Walsh added that there is a natural increase for population growth. Councilor Sundeen asked where \$0.69 per \$1,000 came from. Walsh explained that the \$0.52 per \$1,000 was based on \$200,000 per officer. Councilor Gundersen said a lower number has a better chance of passing but he doesn't want to be too low.

**Motion:** Motion made by Councilor Gundersen to modify the resolution to \$0.69 per \$1,000.

Discussion of the benefits of a levy, such as citizens having a vote of where their money is going and giving the City a chance to address the upcoming police retirements.

Finance Director Butsch reported that the \$0.69 per \$1,000 would generate approximately \$800,000 in taxes that would fund either four entry level officers fully equipped or the opportunity to hire laterals. At \$0.52 per \$1,000, they probably wouldn't be able to hire three laterals. In response to Councilor Sundeen, the levy would generate about the same amount as the \$15 utility fee.

Trompke explained how owners of rental units would pay for a levy based on the assessed value and then pass it on to renters. If it's a utility fee, every user would pay the same amount regardless of income. Discussion ensued.

Motion died due to lack of second.

Mayor Scholl read Resolution No. 2000 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Mayor Scholl to adopt Resolution No. 2000.

Discussion. Councilor Sundeen believes the original motion is more appropriate.

**Vote:** Nay: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

Councilor Sundeen said the \$0.69 per \$1,000 is more appropriate and it allows voters the opportunity to have a say. He talked about his hesitation and wanting to give community members the best deal. People see the need and will likely support it.

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to amend Resolution No. 2000 from \$0.52 per \$1,000 to \$0.69 per \$1,000. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Sundeen; Nay: Councilor Hubbard

Mayor Scholl believes voters will approve this. It's unfortunate that funding was affected by industrial businesses leaving. He talked about projects that help bring the highest quality of living to the city. Policing will continue to get more expensive.

Councilor Sundeen wants to look at filling immediate needs as well. Mayor Scholl confirmed that staff was directed at the last meeting to begin the process to fill two positions.



Mayor Scholl read amended Resolution No. 2000 by title.

Trompke clarified if Council approves, the consensus is to instruct staff to modify the exhibits to reflect the changed amounts.

**Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to adopt Resolution No. 2000 as amended. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Sundeen; Nay: Councilor Hubbard

Councilors Sundeen and Hubbard voted yea to give voters the opportunity to have a say.

Councilor Hubbard voted nay due to not having enough information.

Mayor Scholl agreed that this needs to go to the voters. He encouraged citizens to support the levy and officers. Staff will work on this and submit it to the County.

Trompke reviewed the process. Mayor Scholl thanked him for his help and working over the weekend. He is glad they made the deadline and will be able to send it to the voters.

Councilor Sundeen talked about the need for communication about the public safety fee to explain what it is, why it's used, and its benefits. People may have been more receptive to it if they understood.

**NOTICE OF PROPOSED BALLOT TITLE**

- 2. Approve Notice of Proposed Ballot Title for Creation of Police Protection Services Staff Funding Local Option Tax

Trompke clarified that an approval would incorporate the changes made in the adopted resolution.

**Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve the notice of proposed ballot title as amended. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Sundeen; Nay: Councilor Hubbard

Councilor Hubbard voted nay due to not having enough information.

Mayor Scholl apologized for missing the last meeting. He watched it and wished he could have been there. He's proud of the work they do together. They have fine officers who work hard every day.

Councilor Sundeen thanked Colleen Ohler for seeing the need and taking the initiative. Mayor Scholl agreed.

City Recorder Payne apologized for saying it was too late for the May election. Looking at the elections calendar, it's not due to the County until March 21. Moving this quickly shows that the Council is taking initiative.

**ADJOURN – 10:10 a.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor

# City of St. Helens Declare Surplus Property April 17, 2024

If approved, the following items will be disposed of per St. Helens Municipal Code Chapter 2.04.120(10).

Administration Department	
Item Description	Manner of Disposal
Flying Eagle Canoe	Donation



# CITY OF ST. HELENS



## REQUEST FOR PROPOSALS SPECIAL EVENT COORDINATION AND MANAGEMENT SERVICES

Date of Issue: **April 22, 2024**

Closing Date and Time: **May 22, 2024 at 4:00 p.m.**

Single Point of Contact (SPC): John Walsh, City Administrator

City of St. Helens

265 Strand Street

St. Helens, OR 97051

E-mail (SPC): [jwalsh@sthelensoregon.gov](mailto:jwalsh@sthelensoregon.gov)

The City of St. Helens promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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**ATTACHMENT A PROPOSER INFORMATION AND CERTIFICATION SHEET**

**ATTACHMENT B RESPONSIBILITY INQUIRY**

**ATTACHMENT C DISCLOSURE EXEMPTION AFFIDAVIT**

**ATTACHMENT D SAMPLE AGREEMENT**

## SECTION 1: GENERAL INFORMATION

### 1.1 INTRODUCTION

The City of St. Helens, an Oregon municipal corporation (“City”), is issuing this Request for Proposals (“RFP”) to seek proposals from qualified contractors to support the City’s tourism program by providing special event coordination and management services.

The City anticipates the award of one (1) contract from this RFP.

Additional details on the scope of the services sought are included in the Scope of Work section of the RFP.

The City’s current agreement for special event coordination and management services expires on June 30, 2024. The initial term of the contract is anticipated to commence on July 1, 2024 and continue through December 31, 2025.

### 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change through issued Addenda.

Event	Date	Time
Issuance of RFP	April 22, 2024	
Questions / Requests for Clarification Due	May 13, 2024	5:00 PM
RFP Protest Period Ends	May 13, 2024	5:00 PM
Issuance of Answers/Addenda Deadline	May 17, 2024	
Closing (Proposal Due)	May 22, 2024	4:00 PM
Opening of Proposal	May 22, 2024	4:30 PM
Issuance of Notice of Intent to Award (approx.)	June 6, 2024	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	
Contract Commences	July 1, 2024	

### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY AND METHOD

The City issues this RFP pursuant to its authority as a “local contracting agency” as defined by ORS 279A.010(1)(p). The City Council is the “local contract review board” as defined by ORS 279A.010(1)(o) and Chapter 2.04 of the City’s Municipal Code (“Public Contracting Code”).

The City is using the Competitive Sealed Proposal method for this procurement, pursuant to ORS 279B.060, OAR 137-047-0260 and Public Contracting Code 2.04.120(5)(a).

### 2.2 OVERVIEW AND PURPOSE

#### 2.2.1 Owner Overview and Background

The City of St. Helens is in Columbia County, Oregon. Located on the Columbia River approximately 30 miles north of Portland, the City serves an area of 5.3 square miles with a population of 14,560. The City’s Tourism Program produces meaningful events and activities that draw visitors, fill hotel rooms, support local merchants, and improve community identity and livability. To ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships. The City’s Tourism Program brings in annually around 70,000 visitors to the City. The program’s signature events include 13 Nights on the River, 4<sup>th</sup> of July Celebration, Spirit of Halloweentown, Christmas Tree Lighting, and the Sand Island Sandcastle Competition. Other events include Science Circus in the Plaza, Mardi Gras Street Party, and Nightmare on 4<sup>th</sup> Street.

13 Nights on the River is a popular concert series which has been a Thursday night favorite in the Columbia View Park from June through Labor Day. The 2024 event will be held at McCormick Park due to ongoing construction at both the riverfront and downtown areas. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community. The Total Budget (excluding management fee) for this event is approximately \$60,000 with an expectation of \$60,000 in sponsorships and event revenue.

The Independence Day celebration has been a long-standing tradition on the waterfront. The Total Budget (excluding management fee) this event is approximately \$20,000 with an expectation of \$15,000 in sponsorships and event revenue.

Spirit of Halloweentown has grown into an international event attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in 1998. The event has expanded from a modest community celebration into a month-long program where the city transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visits, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, city tours, haunted houses, a gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business

and covering the expenses of operating the event. The Total Budget (excluding management fee) for this event is approximately \$100,000 with expectation of \$70,000 in sponsorships and event revenue.

The Christmas Tree Lighting Ceremony occurs annually on the evening the Christmas Ships visit in December. The City provides the ship captains' dinner, Santa and Mrs. Claus visit, amplified or live holiday music, free hot chocolate, and warming barrels along the waterfront. The Total Budget (excluding management fee) for this event is approximately \$4,000.

In 2021, the City held its first annual Sand Island Sandcastle Competition. The competition generally takes place in August and brings in award-winning sandcastle carvers from across the country to showcase their creations.

## **2.3 SCOPE OF WORK/SPECIFICATIONS**

Responsive Proposals will be based on the following Scope of Work:

### **2.3.1 Support and Coordination of Tourism Season**

**2.3.1.1 Develop and manage special events logistical plans and timeline**

**2.3.1.2 Create detailed special event maps**

**2.3.1.3 Create a marketing strategy targeted at increasing attendance numbers and promoting community participation in event activities, including advertisement and promotion through digital and social media**

**2.3.1.4 Create and coordinate informational brochures for visitors**

**2.3.1.5 Collaborate with City staff regarding necessary street closures and the provision of notice to impacted residents**

### **2.3.2 Budget Development**

**2.3.2.1 Prepare event budget proposals for City review and approval**

**2.3.2.2 Pay all deposits, fees and other costs associated with event planning, marketing and execution**

**2.3.2.3 Manage the collection and recording of all receipts, sponsorships and any other revenues associated with events**

**2.3.2.4 Prepare financial reports accurately detailing revenues and expenditures, with supporting documentation**

### **2.3.3 Event Vendors & Registration**

- 2.3.3.1 **Solicit vendors to participate at events**
- 2.3.3.2 **Collect fees from event vendors and prepare accounting of all revenues received**
- 2.3.3.3 **Recruit musical talent, as appropriate for event**
- 2.3.3.4 **Build and manage event vendor registration database**
- 2.3.4 **Sponsorship Acquisition**
  - 2.3.4.1 **Solicit sponsors to participate at event**
- 2.3.5 **Audio-Visual and Photographer Support**
  - 2.3.5.1 **Identify all AV needs for events**
  - 2.3.5.2 **Work with AV company on requirements for events**
  - 2.3.5.3 **Secure and coordinate with photographer and/or videographer**
- 2.3.6 **Day-of Event Support**
  - 2.3.6.1 **Coordinate event walk throughs, rehearsals, and installation of all equipment necessary for the proper execution of the event**
  - 2.3.6.2 **Create logistics, program, and contact list for service vendors for staff, volunteers, AV support and others as needed**
  - 2.3.6.3 **Provide on-site supervision and event flow management and event vendors during the event**
  - 2.3.6.4 **Manage event registration and distribution of materials (programs, handouts, etc.)**
  - 2.3.6.5 **Other day-of tasks as necessary**
- 2.3.7 **Reports/Updates**
  - 2.3.7.1 **Participate in council meetings upon request to provide event status updates and recaps**
  - 2.3.7.2 **Prepare other event-related reports as requested by the City**

## **SECTION 3: PROPOSAL REQUIREMENTS**

### **3.1 GENERAL PROPOSAL CONTENT GUIDELINES**



A Responsive Proposal must address each of the elements listed in this Section and all other requirements set forth in this RFP, in light of each specified service listed in the Scope of Work of Section 2.3. As appropriate, a Responsive Proposal shall describe the services to be performed. A Proposal that merely offers to provide the goods or services described in this RFP will be considered non-Responsive to this RFP, and will not be considered further.

A Proposal should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. A Proposal should be straightforward and address directly the terms of the RFP. A Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific requested information is difficult to locate.

A Proposer's Proposal is valid for a period of 90 days after the Closing Due Date.

## 3.2 PROPOSAL SUBMISSION REQUIREMENTS

### 3.2.1 Proposal Elements

To be considered for evaluation, a Proposal must contain each of the following elements:

- Cover Letter
  - The cover letter shall stipulate the proposal is predicated upon the terms and conditions of this RFP and include the Proposer's understanding of the work to be performed and why they are qualified to perform such work.
  - The cover letter shall also identify the contact person for the Proposer's proposal and the person's phone number and email address.
  - The cover letter must contain the signature of an authorized representative of the Proposer.
- Proposer Qualifications and Experience
  - Description of Proposer's background including demonstrated experience in planning and managing festivals/events for public audiences. Proposals should include specific examples of events similar to that which is described in this RFP.
  - Proposals should state the size of the firm, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement.
  - Proposer shall include a listing of persons who would be assigned to perform services described in the RFP, along with a description of their roles and responsibilities and relevant experience and qualifications. List any pending or previous litigation over the past 5 years related to organization's work.
- Special Event Coordination and Management Proposal
  - Proposals shall describe Proposers approach to planning and managing a tourism program. This should include an understanding of event objectives and propose a method to insure the Services are successfully achieved. The

Proposal should address each of the services described in the Section 2.3

- Price Proposal
  - The Price Proposal should be delivered with the Proposal in a separately sealed envelope containing only the Price Proposal, The Price Proposal will be segregated from the rest of the Proposal, and evaluated as discussed in Section 4.10.2., below.
  - Proposers shall provide information pertaining to costs to be charged for event planning and management services. This should include information pertaining to how these costs were calculated including the hourly rate for all persons proposed to work the event.
- Proposer Information and Certification Sheet
- Responsibility Inquiry
- Disclosure Exemption Affidavit
  - If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit. Proposer also shall submit a fully redacted version of its Proposal, clearly identified as the redacted version, in addition to the above-required copies.

### 3.2.2 Proposal Page Limits

A Proposal shall be limited to twenty-five (25) pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the 25-page limit:

- Proposer Information and Certification Sheet
- Responsibility Inquiry
- Disclosure Exemption Affidavit
- Key Persons and Professional Biographies

## SECTION 4: SOLICITATION PROCESS

### 4.1 PUBLIC NOTICE AND ADDENDA

Public notice of this RFP has been published in the following newspapers of general circulation:

Daily Journal of Commerce, <http://djcoregon.com>

Columbia County Chronicle & Chief, <http://www.thechronicleonline.com>

Columbia County Spotlight Newspaper, <http://www.columbiacountyspotlight.com>

The RFP and all related attachments can be obtained on the City's Bids and RFPs webpage at

<https://www.sthelensoregon.gov/rfps>. Hard copies of the RFP or related attachments will not be mailed to prospective Proposers.

Modifications, if any, to this RFP or related attachments will be made by written Addenda and will be published on the above-referenced webpage.

All Addenda, if any, are hereby incorporated into this RFP by this reference.

#### **4.2 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal conference will not be held for this RFP.

#### **4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS**

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Identify the Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule herein.

#### **4.4 SOLICITATION PROTESTS**

##### **4.4.1 Protests to RFP**

Any prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process and the Scope of Work. This is a prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda to the RFP as provided below.

##### **4.4.2 Protests to Addenda**

Any prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted by 5 p.m. Pacific Time of the second Business Day after issuance, or the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

##### **4.4.3 All Protests must:**

- Be delivered to the SPC via email;
- Identify the prospective Proposer's name and contact information;
- Be sent by an authorized representative;

- State the reason for the protest, including:
  - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based;
- State the proposed changes to the RFP provisions or other relief sought;
- Protests to the RFP must be received by the due date and time identified in the Schedule; and
- Protests to Addenda must be received by the due date identified in this RFP or in the respective Addendum.

#### 4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements. The City is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

##### **Delivery through Email**

A Proposal may be delivered through email and must be received prior to Closing. The subject line of the email must clearly identify the Proposer's name and the RFP name. It must be sent to the attention of the SPC at the email address listed on the cover page of this RFP.

##### **Delivery through Postal Service**

A Proposal may be delivered via U.S. postal service. The envelope must be addressed to the attention of the SPC and include the RFP name on the outside of the envelope.

##### **Delivery through Hand-Delivery**

A Proposal may be delivered via hand-delivery to the City of St. Helens with the RFP name stated on the outside of the envelope.

#### 4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal, it must submit its modification in accordance with the authorized method listed in the Proposal Delivery Options section. To be effective the notice must include the RFP name and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to Closing. A Proposer may also withdraw a submitted Proposal in person upon presentation of

appropriate identification and evidence of authorization. To be effective the notice must include the RFP name.

#### **4.7 PROPOSAL DUE**

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

#### **4.8 PUBLIC OPENING**

A public Opening will be held on the date and time listed in the Schedule and at the location stated on the cover page of this RFP. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued.

#### **4.9 PROPOSAL REJECTION**

The City may reject a Proposal for any of the following reasons:

- The Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- The Proposer fails to meet the responsibility requirements of ORS 279B.110.
- The Proposer makes any contact regarding this RFP with the City representatives, officers, employees, or board members other than the SPC or those the SPC authorizes, or has inappropriate contact with the SPC.
- The Proposer attempts to influence a member of the Evaluation Committee or Interview Panel.

#### **4.10 EVALUATION PROCESS**

##### **4.10.1 Responsiveness and Responsibility Determination**

###### **4.10.1.1 Responsiveness Determination**

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements stated herein. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal will be rejected.

###### **4.10.1.2 Responsibility Determination**

The City will determine if an apparent successful Proposer is “responsible,” as that term is used in the Oregon Public Contracting Code, prior to award and execution of the Contract. Proposers shall submit a signed Responsibility Inquiry form with a Proposal. At any time prior to award, the City may reject a Proposer found not to be responsible.

**4.10.2 Written Proposal Evaluation**

Each Proposal meeting all responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee number and members will be determined and assigned in the sole discretion of the City and may be subject to change.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Evaluators will evaluate and assign in their discretion a score for the Executive Summary and Services Proposal (the “Subjective Elements”), up to the maximum listed below for each element:

<b>TOTAL POINTS POSSIBLE:</b>		100
RFP Section	<b>SUBJECTIVE ELEMENTS:</b>	Maximum Score
3.2.1	Cover Letter	5
3.2.1	<u>Services Proposal</u>	
	Proposer Qualifications and Experience	30
	Special Event Coordination and Management Proposal	45
	<b>OBJECTIVE ELEMENTS:</b>	
4.10.1.1/ 4.10.1.2	Responsiveness and Responsibility Inquiry	Pass/ Fail
3.2.1	Price Proposal	20

Following evaluation of the Subjective Elements, Proposer Price Proposals shall be opened and scored on the following objective basis, for a total maximum Proposal score of 100:

- Proposer with the lowest total Price Proposal will receive 20 points.
- Proposer with the second lowest total Price Proposal will receive 10 points.
- Proposer with the third lowest total Price Proposal will receive 5 points.
- All other Proposers will receive 0 points.

The City prefers Oregon goods and services, and for evaluation purposes, the City reserves the right per ORS 279A.128 to subtract 5% from the price for any Proposer

proposing all goods fabricated or processed or all services performed entirely in Oregon before calculating the price score.

#### **4.11 RANKING OF PROPOSERS**

Based on the above scoring rubric, the Evaluation Committee shall score each of the responsive Proposals and present the SPC with their scoring worksheets. The SPC will average the scores for each Proposal. After any applicable preference has been applied, the SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

The City may, in its sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, the City will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

##### **4.11.1 NEXT STEP DETERMINATION**

At the conclusion of a round of competition, the City may choose to conduct additional round(s) of competition if in the best interest of the City. Additional rounds of competition may consist of, but will not be limited to,

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations

##### **4.11.2 COMPETITIVE RANGE DETERMINATION**

If the City, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at the City's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. The City will post a notice on its webpage of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

#### **4.12 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS**

If the City conducts two or more rounds of competition, the rounds will be scored independently. Once the ranking from a previous round is complete and a Competitive Range has been determined, Proposers participating in a subsequent round will compete on an equal basis – scores from the previous round will be set aside and will not carry over. The Proposer with the highest score from the final round will receive the highest final ranking.

## **SECTION 5: AWARD AND NEGOTIATION**

### **5.1 AWARD NOTIFICATION PROCESS**

#### **5.1.1 Award Consideration**

The City, if it awards a Contract, will award a Contract to the highest-ranked Responsible Proposer based upon the scoring methodology and process described in Section 4. In the City's sole discretion, the City may award less than the full Scope of Work defined in this RFP, or may determine not to award the Contract to any Proposer, if the City determines no award to be in its best interests.

#### **5.1.2 Intent to Award Notice**

The City will notify all Proposers in writing that the City intends to award a Contract to the selected Proposer(s) subject to successful Contract negotiations.

### **5.2 INTENT TO AWARD PROTEST**

#### **5.2.1 Protest Submission**

An Affected Proposer shall have seven (7) calendar days from the date of the Intent to Award notice to file a written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for a Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive;
- The City has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP;
- The City abused its discretion in rejecting the protestor's Proposal as non-Responsive;  
or
- The City's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If the City receives only one Proposal, the City may elect to dispense with the evaluation process and Intent to Award protest period and proceed directly with Contract Negotiations and award with the sole Proposer.

##### **5.2.1.1 Protests must:**

- Be delivered to the SPC via email
- Reference the RFP name
- Identify Proposer's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest



- Be received within 7 calendar days of the Intent to Award notice

### **5.2.2 Response to Protest**

The City will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by the City.

## **5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS**

Proposer who is selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

### **5.3.1 Taxpayer Identification Number**

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the City or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

### **5.3.2 Business Registry**

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

### **5.3.3 City Business License**

If selected for award, Proposer shall provide or obtain a business license issued by the City granting the Proposer the privilege to carry on a business within the City in accordance with the City of St. Helens Business License Code before executing the Contract.

### **5.3.4 Pay Equity Certification**

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to the City a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit [www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf](http://www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf).

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

### **5.3.5 Nondiscrimination in Employment**

As a condition of receiving the award of a Contract under this RFP, Proposer must certify

by their Signature on Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

### **5.3.6 Pay Equity Compliance**

As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

## **5.4 CONTRACT NEGOTIATION**

### **5.4.1 Negotiation**

After selection of a successful Proposer, the City may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees (1) to comply with the requirements of the RFP, and (2) that all proposed terms of service provision of a Proposal, and the prices listed on a submitted Price Proposal Form, shall constitute a final and binding offer of Proposer throughout the duration of Contract negotiations.

In the event that the parties have not reached mutually agreeable terms within seven (7) calendar days of commencement of negotiations (as determined by the Procurement Schedule contained herein), the City, at its discretion, may terminate negotiations and commence Contract negotiations with the next highest ranked Proposer.

## **SECTION 6: ADDITIONAL INFORMATION**

### **6.1 GOVERNING LAWS AND REGULATIONS**

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Columbia County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the City of any form of defense or immunity, or as consent to the jurisdiction of any court.

## **6.2 OWNERSHIP/PERMISSION TO USE MATERIALS**

All Proposals are public record and are subject to public inspection after the City issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the property of the City. By submitting a Proposal in response to this RFP, Proposer grants to the City a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

## **6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.**

Pursuant to ORS 279B.100, the City may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the City, as determined by the City. The City shall not be liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

## **6.4 COST OF SUBMITTING A PROPOSAL**

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

## **6.5 RECYCLABLE PRODUCTS**

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025).

# ATTACHMENT A -

## PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Oregon Business Registry Number (if required): \_\_\_\_\_

**Any individual signing below hereby certifies they are an authorized representative of Proposer and that:**

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 90 days following the Closing.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, sex, creed, age, religious affiliation, gender, disability, veteran status, sexual orientation, or national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. The City may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.

7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

Contractor's continuing compliance constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
- A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
  - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the City, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the City in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

**12.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work at the time of Contract execution.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name and Title)

# ATTACHMENT B

## RESPONSIBILITY INQUIRY

The City will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, Agency may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES**  / **NO** .
2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: \_\_\_\_

How many contracts did not meet those standards? Number: \_\_\_\_ If any, please explain.

Response:

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
  - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
  - violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
  - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES**  / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Proposer had:

- any contracts terminated for default by any government agency, or
- any lawsuits filed against it by creditors or involving contract disputes? **YES**  / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Proposer have any outstanding or pending judgments against it? **YES**  / **NO** .

Is Proposer experiencing financial distress or having difficulty securing financing? **YES**  / **NO** .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES**  / **NO**

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES**  / **NO** .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon and/or the City of St. Helens? **YES**  / **NO** .

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES**  / **NO**  / **N/A** . [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective



contract, then it is not necessary to resubmit it. Just indicate “see Bid” or “see Proposal” in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.]**

Response:

**AUTHORIZED SIGNATURE**

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name:

RFP Name: Special Event Coordination and Management Services

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## ATTACHMENT C

### DISCLOSURE EXEMPTION AFFIDAVIT

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing  
 \_\_\_\_\_ (hereafter "Proposer"), hereby deposes and swears or affirms under penalty  
 of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about \_\_\_\_\_ (the "Proposal"), to the City of St. Helens in response to the Request for Proposals for Special Event Coordination and Management Services, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
  - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
    - i. is not patented,
    - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
    - iii. has actual or potential commercial value, and
    - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or



## EXHIBIT A TO ATTACHMENT C

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

**ATTACHMENT D**  
**SAMPLE CONTRACT**

City of St. Helens  
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and \_\_\_\_\_ (“Contractor”), collectively the “Parties”.

**RECITALS**

- A. The City is in need of services to produce and manage the “Events” listed in Attachment A attached hereto.
- B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

- 1. Engagement.** The City hereby engages Contractor to provide services related to Special Events Management (the “Services”), and Contractor accepts such engagement on the terms and conditions set forth herein.
- 2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
- 3. Term.** This agreement shall become effective upon the full execution by the Parties (the “Effective Date”) and shall terminate on December 31, 2025, unless sooner terminated in accordance with the terms stated herein (the “Initial Term”). This agreement may be renewed annually for up to three (3) years through December 31, 2028 by mutual written agreement of the Parties. Notice of intent to renew shall be provided by the City no later than 45 days prior to December 31<sup>st</sup> of each year. If a renewal is not agreed to by the parties by January 31<sup>st</sup>, the City may issue Requests for Proposal to other contractors, or manage the Services internally.
- 4. Compensation.** The terms of compensation for the Contractor shall be as provided in Attachment C.
- 5. Budgeting/Purchases on Behalf of City.** Contractor shall submit budget proposals for all identified events by January 31<sup>st</sup> of each year. The City shall promptly review and request revisions or approve the budget proposals by March 1<sup>st</sup> of each year. Contractor shall perform and complete the services set forth in Attachment A within the final budget

agreed to by the Parties in writing.

**5.1. Purchases on behalf of City equal to \$5,000, but less than \$10,000.** Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$5,000 (Five thousand dollars), but less than \$10,000 (Ten thousand dollars) shall require pre-approval from the City Administrator. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.2. Purchases equal to or greater than \$10,000.** Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$10,000 (Ten thousand dollars) shall require pre-approval from the City Council. The Finance Director shall also be informed of the asset purchase price and description for auditing purposes. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.3. Process and Method.** All expenditures shall be made by Purchase Card provided to Contractor or physical check from the tourism bank account managed by Contractor and the City. No purchases or exchanges of services shall be made as a method or form of payment between parties. Contractor shall be responsible for all payables and disbursements pertaining to the approved tourism budget and agreed payments to vendors and groups that assist tourism activities for payment. Contractor shall also be responsible for all payments, utilities, and taxes relating to use of the Masonic Building, as well as all expenses relating to garbage and temporary facilities.

**5.4. Contractor's Discretion.** Provided Contractor receives approval as set forth in Sections 5.1 and 5.2 above, contractor shall have discretion and control to utilize any assets or equipment as Contract deems appropriate or necessary to perform the Services. This Section 5 is not intended to interfere with Contractor's ability to purchase any assets or equipment on Contractor's own behalf for Contractor's business as Contractor deems appropriate or necessary to perform the Services.

**6. Specific Event Planning.** Contractor shall submit a written plan and summary of events at least 60 days in advance for review by the City Administrator, Public Works Director, and Police Chief. Spirit of Halloweentown shall be submitted no later than 90 days in advance of the start date. The City has the right to request changes to events to ensure fiscal responsibility, safety and security, and assurances of proper set-up equipment and staff time is allocated to create a successful event. The City may request additional information or additional resources be allocated to ensure the safety and security of events, which may include additional costs at the burden of the tourism account and overall program expenditures. Departments requesting changes or additional

resources shall make their request in writing to the City Administrator and Contractor no less than 45 days prior to the event for consideration.

**7. End of Event and End of Year Reporting Standards.** The contractor is required to produce a written report after each event and submit the report to the City Administrator no later than 45 days after each event. This report will be made available to the City Council at their request. The report shall include: (a) a summary of revenues and expenditures for the Event; (b) a summary of feedback from local business owners and community members; and (c) a summary of recommended improvements for the following year.

**8. Revenue/Banking Services.** Contractor and City shall establish an account at a local bank branch (the "Tourism Account") to hold all Tourism Funds generated by the Events, and Contractor shall deposit all Tourism Funds generated and received by Contractor, including but not limited to all cash payments, funds generated through tourism websites and electronic transactions in any form, into the Tourism Account within three (3) days of receipt by Contractor. The parties shall have joint access to the Tourism Account and receive monthly account statements. The monthly account statements shall be reconciled by the City to ensure proper accounting. Contractor is responsible for ensuring that all Tourism funds monies properly into the tourism bank account. For purposes of this Agreement, Tourism Funds are defined as any and all gross revenue generated by any Events set forth in Attachment A, or any other Events agreed upon by the Parties.

**8.1. Electronic payments.** Contractor shall set up all electronic payments received to be deposited directly into the Tourism Account. Contractor shall further provide the City Administrator and Finance Director with access to all electronic processing sites to confirm payments and processing reports.

**8.2. Cash payments.** To the extent possible, Contractor shall discourage the use of cash payments at Events and will provide patrons, vendors and merchants with a "Square" card reader that can be setup to accept any type of payment.

**8.2.1.** If cash is accepted as a means of payment, Contractor will utilize a reconciliation method to track and account for all cash payments received. A cash reconciliation report shall be completed and signed Contractor and at least one other person that was present during the event that cash was accepted.

**8.2.2.** All cash will be turned into the City's utility billing department for receipt no later than seven days after the end of the event or weekly if cash payments exceed \$500 (five hundred dollars) per week. All cash payments should be prepared with a



description of what the cash is for/from and should give the total amount of cash turned in. This amount will be confirmed by the utility billing staff and deposited into the tourism bank account.

**8.2.3.** If Contractor needs cash for an upcoming event, these funds may be pulled from the tourism bank account. No cash on hand at any point should exceed \$2,000 (two thousand dollars). The Contractor will be provided by the City with a secure location where cash may be held during events.

**9. Compliance.** The City, at its discretion, may suspend or withhold payments in the event Contractor fails to comply with requirements in this agreement. Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

**10. Independent Contractor.** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided to City employees. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contract is not to be considered an officer, employee, or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

All persons employed by Contractor and that may participate in the Contractor's performance of the services is provided in this agreement shall be considered Contractor's employees, subcontractors, agents, or principals and not principals, agents, or employees of the City. Contractor covenants and agrees not to hold itself out as an employee of the City and Contractor acknowledges that its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code related to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments or third-party liability claims.

**11. Location, Resources and Equipment.** As an independent contractor providing Services to the City hereunder, Contractor will provide any resources it determines are needed to provide the Services. Contractor shall be responsible, at its own cost and expense, to furnish the necessary personnel, incidental services, equipment and facilities to perform the Services at its own office location, including without limitation its own

computer, internet access, facsimile machines, photocopy machines, computers, printers and other equipment and facilities necessary to perform his responsibilities hereunder. Nothing in this Agreement shall be deemed a requirement that Contractor incur a cost or expense except as it chooses in its sole discretion. Notwithstanding the above, Contractor shall be permitted access to use of City facilities and equipment when at the City location as requested and approved by City, and only to the extent necessary to perform the Services.

Contractor shall be provided use of specific areas of City Hall during specified events and provide access to adequate storage facilities that contain City assets and tourism related materials. No official place of business, desk, or office shall be used by Contractor during normal business hours. Contractor may use shared common space within City Hall to conduct business during regular City hours of operation but shall not deter employees from needed meeting spaces. Contractor shall not be located at the front of City Hall to ensure that citizens and patrons do not get the impression of a City employee and Contractor shall not assist customers during normal City Hall hours of operation.

**12. Hiring Employees.** Contractor may select and hire individuals besides Contractor's Principal to assist Contractor in providing the Services solely as employees not independent contractors. Contractor shall comply with applicable federal, state, regional and local laws and regulations in performing the services and in any of its dealings with its employees, including, but not limited to, laws and regulations regarding workplace safety, immigration, payment of wages, child labor, discrimination, harassment, retaliation and protected leaves. Contractor acknowledges and agrees City shall not be responsible for complying with such laws in any of City's dealings with Contractor's employees.

**12.1.** Contractor's employees and volunteers will wear clothing that states "Event Staff" during all Tourism events to distinguish Contractor's employee and volunteers from City employees.

**12.2.** In the event Contractor utilizes City employees to perform work, Contractor agrees that Contractor shall reimburse City for use of such employees at without being billed for employees' time. The City will provide a work force to place any assets that physically connect to a City or county structure. All work provided during normal business hours by City employees shall be tracked and billed monthly to Contractor and the Finance Director for accounting purposes and to ensure transfer of funds. City employees may volunteer after normal working hours and shall not be billed by the City for their time.

**13. Ownership and Work Made for Hire.** City currently owns several websites and social media accounts that Contractor may be given access to convey appropriate marketing for events. Any ads or materials created for public use shall become the

property of the City. Any reuse or alteration of any work produced under this agreement, except as contemplated here, shall be at City’s sole risk.

**13.1.** All materials produced for the City by Contractor or Contractor’s employees performing services covered by this agreement shall be deemed “work made for hire” within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Contractor hereby sells, assigns, and transfers to the City all present and future right, title, and interest, including all copyrights and trademarks, so that all copyrights for the work related to the work will immediately and automatically be the sole and absolute property of the City. Contractor shall, at the expense of City, execute any instruments and do all other things reasonably requested by City (both during and after the term of this agreement) to vest more fully in City all ownership rights in the transferred materials.

**13.2.** By January 31<sup>st</sup> of each year, Contractor shall submit a summary of all Events produced during the prior year. Such summary shall include all documentation, paperwork, and backup materials for the previous years’ events to ensure a continuity of tourism operations should the current contractor not be selected to provide services in the new year.

**14. Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as property given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens  
Attention: City Administrator  
265 Strand Street  
St. Helens, OR 97051  
Email: jwalsh@sthelensoregon.gov

Contractor: \_\_\_\_\_  
[ADDRESS]  
Email: \_\_\_\_\_

Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this paragraph.

**15. Standard of Care.** Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**16. Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either Party’s breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**17. Insurance.** At all times during the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

**17.1.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days’ prior written notice to the City.

**17.2.** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor’s expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

**17.3.** At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insured’s (except for the professional liability and workers’ compensation insurance). Renewal certificates shall be sent to the City at least ten (10) days prior to coverage expiration.

**17.4.** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

**18. Workers' Compensation.** Contractor shall carry workers' compensation insurance as and to the extent required by law and shall provide the City with appropriate proof of such insurance reflecting the required coverage prior to commencement of any Services. Contractor assumes full responsibility for any liability and exposure under law relating to workers' compensation because of any performance of Services under this Agreement and will hold the City harmless for and from any industrial accident or liability that is attributable to Contractor.

**19. Termination.** At any time and without cause, the City or Contractor shall have the right in their sole discretion to terminate this agreement by giving 90 days written notice to the other Party. If City terminates this Agreement pursuant to this section, the City shall pay Contractor for services rendered to the date of termination or 90 days compensation whichever is more.

**20. No Third-Party Rights.** This agreement shall not create any rights in or inure to the benefit of any parties, whether directly, indirectly, or otherwise, other than City and Contractor.

**21. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the Parties.

**22. Waiver.** A waiver by a Party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**23. Indemnification.** Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees ("Claims") that arise from the negligent or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor, except to the extent that the Claims arise out of the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

**24. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**25. Compliance with Law.**

**25.1.** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**25.2.** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**25.3.** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

**25.4.** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and shall also comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**25.5.** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

**26. Confidentiality.** Contractor understands the nature of the Services means the Contractor may be privy to information that is confidential or proprietary and shall not be disclosed to any third person or entity without the City’s consent either during the term of this Agreement or after its termination.

**27. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

**28. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the Parties hereto and such Parties’ partners, successors, executors, administrators, and assigns.

**29. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this

Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

**30. Dispute Resolution.** Should a dispute arise between the Parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The Parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either Party. The Parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a Party from seeking equitable relief to enjoin a violation of this Agreement.

**31. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the Parties so disabled, including, but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

**32. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

**33. Inspection and Audit by the City.** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the services under this agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or public documents shall be provided to the City free of charge that do not conflict with any third party or contractor that requires nondisclosures to obtain engagement.

**33.1.** The City shall have the right to inspect and audit financial records pertaining to the services under this agreement at any time during the term of this agreement or within three (3) years following the termination of this agreement.

**34. Entire Agreement.** This agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

**35. Severability.** If any provision of this agreement is held to be invalid, it will not affect the validity of any other provision. This agreement will be construed as if the invalid provision had never been included.

**IN WITNESS WHEREOF,** the City has caused this agreement to be executed by its duly authorized undersigned agents, and Contractor has executed this agreement on the date written below.

**City of St. Helens Council Meeting Date of Approval:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



## ATTACHMENT A

### City of St. Helens, Oregon Special Event Coordination and Management Services Scope of Work

#### TOURISM PROGRAM OBJECTIVE

The primary objective of the City's Tourism program is to draw people to the St. Helens community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants, and improve community identity and livability. To ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships.

#### EVENT DESCRIPTIONS

1. 13 Nights on the River

This popular 13 Nights on the River concert series has been a Thursday night favorite in the Columbia View Park from June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

2. Fourth of July

The Independence Day celebration has been a long-standing tradition on the waterfront. Contractor should anticipate working collaboratively with community organizations to ensure a quality and cost-effective event.

3. Spirit of Halloweentown

This event has grown into an international event attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in 1998. The event has expanded from a modest community celebration into a month-long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visits, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, city tours, haunted houses, a gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

#### 4. Christmas Tree Lighting

The Christmas Tree lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City Public Works employees will assist in the tree installation and decorations. The City provides the ship captains' dinner, Santa and Mrs. Claus visit, amplified or live holiday music, free hot chocolate, and warming barrels along the waterfront.

#### 5. Other events

Contractor and City may opt to produce additional events and activities throughout the year to ensure program sustainability. Such additional events must be authorized by the City Administrator and City Council. These additional events should be produced with no additional cost burden to the City. No additional compensation is provided to Contractor for additional events, however additional revenue and sponsorships may increase the revenue sharing portion of the contract at the end of the year that is paid to Contractor.

### **SCOPE OF SERVICES**

Contractor will be responsible for all coordinating and managing City events from inception to completion. Contractor's services may include the following:

- Advertising, promoting, and marketing events.
- Manage the City's social media and event accounts.
- Create, manage, and reconcile event budgets, revenues, and expenditures.
- Solicit sponsorships for events.
- Create and coordinate informal brochures for visitors.
- Provide adequate event staffing and management services.
- Recruit musical talent.
- Coordinator vendors.
- Ensure clean-up during and after each event without burdening City staff.
- Coordinate with City and county departments to ensure good communication and event logistical support.
- Utilize, manage, and coordinate community volunteers.
- Ensure deliverables are on time, on budget and meet City expectations.
- Report/Update verbally and in writing, as requested, to the City Administrator on events.
- Submit written final reports to the City Administrator timely and accurately as outlined in the contract.

**ATTACHMENT B**  
**City of St. Helens, Oregon**  
**Special Event Coordination and Management Services**  
**Insurance Requirements**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute towards, insurance provided by the Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

- General Liability Insurance with a coverage minimum of \$1,000,000.
- Automobile liability insurance
- Workers' Compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as additional insured but must list the City as a certificate holder and provide thirty (30) day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to the City Administrator. Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this contract. Such certificates and/or binders must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**ATTACHMENT C****City of St. Helens, Oregon  
Special Event Coordination and Management Services  
Terms of Compensation**

City agrees to pay contractor \$120,000 (One Hundred Twenty Thousand Dollars) per year, paid in twelve monthly installments for and in consideration of the faithful performance of the services. Any reimbursable approved expenses shall be billed at cost without markup. The monthly installment shall be billed to the City through an invoice to the Finance Department for payment after approved signature from the City Administrator.

At the end of each calendar year, the City will review revenue and expenditures within the tourism account. After accounting for all events in the calendar year, the City will determine the net revenue of the tourism program after all expenditures for the calendar year are accounted for. To encourage growth and advancement of the tourism program in St. Helens, Contractor shall be entitled to an incentive payment of five (5%) of the net revenue generated by the Events.

# Expense Approval Register

Packet: APPKT00957 - AP 4.5.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
CENTURY LINK	03.25.24 966B	04/02/2024	966B	100-712-52010	338.14
LAWRENCE COMPANY	16209	04/02/2024	UNEMPLOYMENT SERVICES	100-715-52019	100.00
ALLSTREAM	20398081	04/02/2024	ALLSTREAM PHONE ACCT 75...	100-712-52010	144.43
METRO PRESORT	IN664333	04/02/2024	UB BILL PRINTING	100-707-52008	254.19
METRO PRESORT	IN664333	04/02/2024	UB BILL PRINTING	100-707-52009	432.53
COMCAST	03.2.24	04/04/2024	COMCAST CABLE 877810899...	100-712-52003	1,989.53
SCOTT JACOBSON	03.27.24	04/04/2024	PLANNING COMMISSION STI...	100-710-52087	30.00
DAN CARY	03.27.24	04/04/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
DAVID B ROSENGARD	03.27.24	04/04/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
SUWANNA KADELL	04.01.24	04/04/2024	DISBURSEMENT OF RESTITU...	100-000-21000	100.00
ERSKINE LAW PRACTICE LLC	04.01.24	04/04/2024	3/1/24- 3/31/24	100-704-52019	6,730.37
LUCY HEIL ATTORNEY AT LAW	04.04.24	04/04/2024	LEGAL SERVICES	100-704-52019	2,500.00
CULLIGAN	0797241	04/04/2024	BOTTLED WATER POLICE	100-705-52019	58.80
CARDINAL SERVICES INC	1234566	04/04/2024	TEMPORARY EMPLOYMENT-...	100-706-52023	872.81
CARDINAL SERVICES INC	1234566	04/04/2024	TEMPORARY EMPLOYMENT-...	100-708-52023	46.55
CARDINAL SERVICES INC	1234566	04/04/2024	TEMPORARY EMPLOYMENT-...	100-709-52023	151.29
ORKIN	257717738	04/04/2024	1810 OLD PORTLAND RD PES...	100-709-52023	192.99
ORKIN	257718735	04/04/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
ECONORTHWEST	29081	04/04/2024	ST HELENS ECONOMIC OPPO...	100-710-52028	8,347.50
CIVICPLUS	296741	04/04/2024	MUNICODE WEB PREMIUM C...	100-712-52006	4,483.50
QUILL	37725398	04/04/2024	PARK SUPPLIES	100-708-52001	257.58
QUILL	37739530	04/04/2024	PARK SUPPLIES	100-708-52001	234.16
QUILL	37739613	04/04/2024	PARK SUPPLIES	100-708-52001	2,502.56
QUILL	37739903	04/04/2024	PARK SUPPLIES	100-708-52001	234.16
METRO PLANNING INC	6178	04/04/2024	WEB GIS	100-710-52001	62.50
MOLLY MATCHAK	7	04/04/2024	REFUND INSURANCE BILL	100-705-52023	71.41
MOLLY MATCHAK	7	04/04/2024	JANITORIAL SERVICES	100-705-52023	1,470.00
MOLLY MATCHAK	7	04/04/2024	REFUND INSURANCE BILL	100-715-52023	71.42
MOLLY MATCHAK	7	04/04/2024	JANITORIAL SERVICES	100-715-52023	1,505.00
STEVEN R SCHARFSTEIN	71	04/04/2024	COURT ATTORNEY FEES	100-704-52019	200.00
TROTTER & MORTON FACILI...	81875	04/04/2024	REPLACED AIR PURIFIERS - Cl...	100-715-52023	2,590.39
NET ASSETS CORPORATION	95-202403	04/04/2024	ESCROW TITLE SERVICES	100-707-52019	409.00
OREGON PATROL SERVICE	9969	04/04/2024	COURT SERVICES	100-704-52019	1,107.00
ASHLEY GILBERTSON	0001	04/05/2024	CPR FIRST AID CLASS	100-709-52019	840.00
AMY C NEVITT	003	04/05/2024	INTRO TO SEWING MACHINE...	100-709-52019	196.00
ACE HARDWARE - ST. HELENS	03.21.24 60177	04/05/2024	ACE ACCT 60177 MATERIALS...	100-705-52001	-3.60
ACE HARDWARE - ST. HELENS	03.21.24 60177	04/05/2024	ACE ACCT 60177 MATERIALS	100-705-52001	67.36
ACE HARDWARE - ST. HELENS	03.21.24 60177	04/05/2024	ACE ACCT 60177 MATERIALS	100-705-52023	9.99
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	100-705-52023	249.23
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	100-708-52001	639.61
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	100-708-52001	334.44
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	100-709-52023	46.96
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	100-715-52023	15.49
RUSS LOW	03.27.24	04/05/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
BROOKE SISCO	03.27.24	04/05/2024	PLANNING COMMISSION STI...	100-710-52087	30.00
JENNIFER ANN SHOEMAKER	03.27.24	04/05/2024	PLANNING COMMISSION STI...	100-710-52087	90.00
CHARLES FREDERICK CASTNER	03.27.24	04/05/2024	PLANNING COMMISSION STI...	100-710-52087	90.00
GINNY CARLSON	03.27.24	04/05/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
ACE HARDWARE - ST. HELENS	03.31.24 60174	04/05/2024	ACE MATERIALS ACCT 60174	100-705-52023	1.79
ACE HARDWARE - ST. HELENS	03.31.24 60174	04/05/2024	ACE MATERIALS ACCT 60174	100-708-52001	16.99
ACE HARDWARE - ST. HELENS	03.31.24 60174	04/05/2024	ACE MATERIALS ACCT 60174	100-715-52023	28.96
ACE HARDWARE - ST. HELENS	03.31.24 60174	04/05/2024	ACE MATERIALS ACCT 60174...	100-715-52023	-6.37
ACE HARDWARE - ST. HELENS	03.31.24 60176	04/05/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	74.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	03.31.24 60176	04/05/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	-6.13
ACE HARDWARE - ST. HELENS	03.31.24 60181	04/05/2024	ACE MATERIALS ACCT 60181	100-708-52001	75.51
MICHELE WILSON	04.03.24	04/05/2024	PLAYSCHOOL-PART OF NW P...	100-709-52019	270.00
LYDIA BATES	04.04.24	04/05/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
JENNIFER JOHNSON	04.04.24	04/05/2024	TRAVEL REIMBURSEMENT O...	100-707-52018	272.48
PAMPLIN MEDIA GROUP	04.05.24	04/05/2024	ONE YEAR SUBSCRIPTION-OF...	100-715-52001	52.00
CARDINAL SERVICES INC	1234709	04/05/2024	TEMPORARY EMPLOYMENT-...	100-706-52023	849.54
CARDINAL SERVICES INC	1234709	04/05/2024	TEMPORARY EMPLOYMENT-...	100-708-52023	69.82
CARDINAL SERVICES INC	1234709	04/05/2024	TEMPORARY EMPLOYMENT-...	100-709-52023	186.20
CHAVES CONSULTING INC	213587	04/05/2024	MONTHLY USER FEE PER USE...	100-702-52019	185.10
CIVICPLUS	298720	04/05/2024	SOCIAL MEDIA ARCHIVING S...	100-701-52040	7,188.00
QWEST DBA CENTURYLINK A...	3263X201-S-24074	04/05/2024	5163X204S3	100-712-52010	80.33
SECURE PACIFIC CORPORATI...	403220	04/05/2024	150 S 13TH ST	100-705-52023	104.01
SECURE PACIFIC CORPORATI...	403220	04/05/2024	375 S 18TH ST	100-706-52023	138.75
SECURE PACIFIC CORPORATI...	403220	04/05/2024	475 S 18TH	100-708-52023	140.34
VERIZON	9959684699	04/05/2024	HOT SPOT -8190	100-701-52010	47.07
VERIZON	9959684699	04/05/2024	JOHN WALSH 9898	100-701-52010	40.81
VERIZON	9959684699	04/05/2024	CRYSTAL KING 0103	100-701-52010	46.39
VERIZON	9959684699	04/05/2024	MAYOR SCHOLL IPAD 9627	100-703-52001	40.81
VERIZON	9959684699	04/05/2024	PD JETPACK1 - 8886	100-705-52010	40.81
VERIZON	9959684699	04/05/2024	PD JETPACK2 - 8538	100-705-52010	40.81
VERIZON	9959684699	04/05/2024	SUZANNE BISHOP 1313	100-706-52003	41.29
VERIZON	9959684699	04/05/2024	GLORIA BUTSCH 1986	100-707-52001	46.39
VERIZON	9959684699	04/05/2024	CAMERON PAGE 5027	100-708-52010	41.29
VERIZON	9959684699	04/05/2024	TORY SHELBY 6366	100-708-52010	41.29
VERIZON	9959684699	04/05/2024	REC PHONE 5093	100-709-52010	42.16
VERIZON	9959684699	04/05/2024	RECREATION CENTER 1108	100-709-52010	41.29
VERIZON	9959684699	04/05/2024	RECREATION CENTER 6984	100-709-52010	40.81
VERIZON	9959684699	04/05/2024	MIKE DERIOIA 2686	100-711-52010	49.39
VERIZON	9959684699	04/05/2024	BUILDING DEPT IPAD 4081	100-711-52010	40.81
VERIZON	9959684699	04/05/2024	Arlo 1 971-668-9721	100-712-52010	40.81
VERIZON	9959684699	04/05/2024	MATT FUNK 1330	100-712-52010	46.39
VERIZON	9959684699	04/05/2024	Arlo 2 971-668-9722	100-712-52010	40.81
VERIZON	9959684699	04/05/2024	DARIN COX 1016	100-712-52010	46.39
<b>Fund 100 - GENERAL FUND Total:</b>					<b>50,991.19</b>

**Fund: 201 - VISITOR TOURISM**

WESTERN DISPLAY FIREWOR...	01.11.24	04/04/2024	FIREWORKS SHOW-2ND INS...	201-000-52028	5,000.00
E2C	4530	04/04/2024	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>15,000.00</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

ST. HELENS MAIN STREET ALL...	1004	04/04/2024	2024 RENT & INSURANCE RE...	202-721-52103	4,878.48
MAYER REED INC	14980	04/04/2024	ST HELENS RIVERWALK	202-723-52055	9,052.13
NW NATURAL GAS	04.02.24	04/05/2024	NATURAL GAS 1300 KASTER ...	202-722-52003	72.89
BUREAU OF LABOR AND IND...	04.03.24	04/05/2024	BOLI FEE FOR PUBILC WORKS...	202-723-52055	2,996.00
MAUL FOSTER ALONGI INC	59765	04/05/2024	BWP ON CALL SERVICES	202-722-52019	3,493.75
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>20,493.25</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

CARDINAL SERVICES INC	1233557	04/04/2024	TEMPORARY EMPLOYMENT	203-709-50001	520.80
CARDINAL SERVICES INC	1233925	04/04/2024	TEMPORARY EMPLOYMENT	203-709-50001	358.40
CARDINAL SERVICES INC	1234566	04/04/2024	TEMPORARY EMPLOYMENT-	203-709-50001	3,072.82
CARDINAL SERVICES INC	1234648	04/04/2024	TEMPORARY EMPLOYEMENT	203-709-50001	1,280.61
CARDINAL SERVICES INC	1234709	04/05/2024	TEMPORARY EMPLOYMENT	203-709-50001	3,958.92
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>9,191.55</b>

**Fund: 601 - WATER**

CITY OF COLUMBIA CITY	03.26.24	04/02/2024	001754-001	601-732-52003	87.48
NORTHSTAR CHEMICAL	277080	04/04/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	1,471.75
ONE CALL CONCEPTS INC	4030487	04/04/2024	REGULAR / MODEM DELIVER...	601-731-52019	96.71
CORRECT EQUIPMENT	55773	04/04/2024	1.5" X 13" OCTAVE METERS	601-731-53314	5,397.09
LAWRENCE OIL COMPANY	CFSI-19749	04/04/2024	247752 WATER	601-732-52022	203.81

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	03.31.24 60180	04/05/2024	MATERIALS ACE ACCT 60180	601-732-52001	4.78
ACE HARDWARE - ST. HELENS	03.31.24 60181	04/05/2024	ACE MATERIALS ACCT 60181	601-731-52001	108.46
ACE HARDWARE - ST. HELENS	03.31.24 60181	04/05/2024	ACE MATERIALS ACCT 60181...	601-731-52001	-21.71
ACE HARDWARE - ST. HELENS	03.31.24 60181	04/05/2024	ACE MATERIALS ACCT 60181	601-732-52023	13.14
SECURE PACIFIC CORPORATI...	403220	04/05/2024	1215 4TH PL	601-732-52023	173.31
VERIZON	9959684699	04/05/2024	WFF CREW 1914	601-732-52010	69.38
CORE & MAIN	U467857	04/05/2024	MATERIALS	601-731-52001	2,475.35

**Fund 601 - WATER Total: 10,079.55**

**Fund: 603 - SEWER**

ALLSTREAM	20398081	04/02/2024	ALLSTREAM PHONE ACCT 75...	603-736-52010	72.21
ALLSTREAM	20398081	04/02/2024	ALLSTREAM PHONE ACCT 75...	603-737-52010	72.21
COLUMBIA RIVER PUD	04.01.24 38633	04/04/2024	38633 594 S 9 ST POWER	603-737-52003	6,534.86
CARDINAL SERVICES INC	1234566	04/04/2024	TEMPORARY EMPLOYMENT-...	603-736-52023	69.83
ALS GROUP USA CORP	36-51-642586-0	04/04/2024	QUARTERLY SAMPLING	603-737-52064	875.00
ALS GROUP USA CORP	36-51-643211-0	04/04/2024	QUARTERLY SAMPLING	603-736-52064	187.00
ALS GROUP USA CORP	36-51-643211-0	04/04/2024	QUARTERLY SAMPLING	603-737-52064	349.00
ONE CALL CONCEPTS INC	4030487	04/04/2024	REGULAR / MODEM DELIVER...	603-735-52019	96.70
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	603-736-52023	207.76
ACE HARDWARE - ST. HELENS	03.31.24 60174	04/05/2024	ACE MATERIALS ACCT 60174	603-736-52023	15.92
ACE HARDWARE - ST. HELENS	03.31.24 60180	04/05/2024	MATERIALS ACE ACCT 60180	603-736-52001	45.39
ACE HARDWARE - ST. HELENS	03.31.24 60180	04/05/2024	MATERIALS ACE ACCT 60180...	603-737-52001	-14.51
ACE HARDWARE - ST. HELENS	03.31.24 60180	04/05/2024	MATERIALS ACE ACCT 60180	603-737-52001	52.54
ACE HARDWARE - ST. HELENS	03.31.24 60180	04/05/2024	MATERIALS ACE ACCT 60180	603-737-52001	45.39
ACE HARDWARE - ST. HELENS	03.31.24 60181	04/05/2024	ACE MATERIALS ACCT 60181	603-736-52001	19.99
CITY OF PORTLAND	10456529	04/05/2024	LAB SERVICES FY 2023-2024 ...	603-736-52064	1,027.62
CITY OF PORTLAND	10456529	04/05/2024	LAB SERVICES FY 2023-2024 ...	603-737-52064	2,086.38
MISSION COMMUNICATIONS...	1066701	04/05/2024	MODEM/ADAPTER ASSEMBLY	603-738-52001	310.00
MISSION COMMUNICATIONS...	1067223	04/05/2024	MODEM/ADAPTER	603-738-52001	414.14
CARDINAL SERVICES INC	1234709	04/05/2024	TEMPORARY EMPLOYMENT-...	603-736-52023	58.19
SECURE PACIFIC CORPORATI...	403220	04/05/2024	451 PLYMOUTH ST	603-736-52023	51.94
SECURE PACIFIC CORPORATI...	403220	04/05/2024	451 PLYMOUTH ST	603-737-52023	51.92
VERIZON	9959684699	04/05/2024	AARON KUNDERS 6376	603-736-52010	13.76
VERIZON	9959684699	04/05/2024	TYLER HILLS 6492	603-736-52010	33.73
VERIZON	9959684699	04/05/2024	SAM ORTIZ 1801	603-736-52010	13.75
VERIZON	9959684699	04/05/2024	AARON KUNDERS 6376	603-737-52010	13.75
VERIZON	9959684699	04/05/2024	TYLER HILLS 6492	603-737-52010	33.75
VERIZON	9959684699	04/05/2024	SAM ORTIZ 1801	603-737-52010	13.78
VERIZON	9959684699	04/05/2024	AARON KUNDERS 6376	603-738-52010	13.78
VERIZON	9959684699	04/05/2024	TYLER HILLS 6492	603-738-52010	33.79
VERIZON	9959684699	04/05/2024	SAM ORTIZ 1801	603-738-52010	13.76
PETERSON CAT	SW290088573	04/05/2024	REPLACE SERPENTINE BELT	603-738-52001	53.99
PETERSON CAT	SW290088573	04/05/2024	REPLACE SERPENTINE BELT	603-738-52001	138.18
PETERSON CAT	SW290088573	04/05/2024	REPLACE SERPENTINE BELT	603-738-52019	1,164.00
PETERSON CAT	SW90091508	04/05/2024	REPLACE FUEL PUMP	603-738-53402	4,126.15

**Fund 603 - SEWER Total: 18,295.65**

**Fund: 605 - STORM**

EAGLE STAR ROCK PRODUCTS..	42753	04/04/2024	ROCK- 10TH ST STORM	605-000-52001	239.76
CORE & MAIN	U451384	04/05/2024	MATERIALS	605-000-53501	17,803.52

**Fund 605 - STORM Total: 18,043.28**

**Fund: 703 - PW OPERATIONS**

BEMIS	10838	04/04/2024	DOOR HANGERS	703-734-52019	49.00
METRO PLANNING INC	6178	04/04/2024	WEB GIS	703-733-52019	87.50
TROTTER & MORTON FACILI...	81909	04/04/2024	BOB-	703-739-52120	899.88
LAWRENCE OIL COMPANY	CFSI-19749	04/04/2024	247750 PUBLIC WORKS	703-734-52022	85.92
LAWRENCE OIL COMPANY	CFSI-19749	04/04/2024	247748 PUBLIC WORKS	703-734-52022	1,134.11
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	703-734-52001	383.18
DAHLGREN'S DO IT BEST BUI...	03.24.24	04/05/2024	BUILDING SUPPLIES ACCT 10...	703-739-52120	22.44
ACE HARDWARE - ST. HELENS	03.31.24 60176	04/05/2024	MATERIALS ACE ACCT 60176 ...	703-739-52099	1.37
ACE HARDWARE - ST. HELENS	03.31.24 60181	04/05/2024	ACE MATERIALS ACCT 60181	703-734-52023	11.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ARTS AUTOMOTIVE	130173	04/05/2024	STARTER	703-739-52099	454.44
SECURE PACIFIC CORPORATI...	403220	04/05/2024	984 OR ST	703-734-52023	103.80
VERIZON	9959684699	04/05/2024	TIM UNDERWOOD 8524	703-733-52010	41.29
VERIZON	9959684699	04/05/2024	SHARON DARROUX 0813	703-733-52010	74.49
VERIZON	9959684699	04/05/2024	ENGINEERING IPHONE 1068	703-733-52010	41.29
VERIZON	9959684699	04/05/2024	PW CONSTRUCTION INSPEC...	703-733-52010	40.81
VERIZON	9959684699	04/05/2024	PW OPERATIONS 3856	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	JULIAN ZIRKLE 6229	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	PW UTILITY 2 - 9923	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	PW UTILITY 1 - 9922	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	ALEX BIRD - 9081	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	ETHAN STERLING 6282	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	PW ENGINEERING 0940	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	BRETT LONG 3607	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	PW UTILITY 3 - 9924	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	BUCK TUPPER 3371	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	ROGER STAUFFER 9662	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	DAVE ELDER 8523	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	SCOTT WILLIAMS 0621	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	PW FACILITY MAINTENANCE-...	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	CURT LEMONT-2217	703-734-52010	64.71
VERIZON	9959684699	04/05/2024	RYAN POWERS 7116	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	ALEX BIRD 2000	703-734-52010	41.29
VERIZON	9959684699	04/05/2024	PW SPARE 4 - 8741	703-734-52010	40.81
VERIZON	9959684699	04/05/2024	SCOTT HARRINGTON 8048	703-734-52010	23.81
VERIZON	9959684699	04/05/2024	MOUHAMAD ZAHER 3068	703-734-52010	61.11
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>4,278.72</b>
<b>Grand Total:</b>					<b>146,373.19</b>



**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	50,991.19
201 - VISITOR TOURISM	15,000.00
202 - COMMUNITY DEVELOPMENT	20,493.25
203 - COMMUNITY ENHANCEMENT	9,191.55
601 - WATER	10,079.55
603 - SEWER	18,295.65
605 - STORM	18,043.28
703 - PW OPERATIONS	4,278.72
<b>Grand Total:</b>	<b>146,373.19</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-21000	Court - Restitution	100.00
100-000-36002	Fines - Court	20.00
100-701-52010	Telephone	134.27
100-701-52040	Communications	7,188.00
100-702-52019	Professional Services	185.10
100-703-52001	Operating Supplies	40.81
100-704-52019	Professional Services	10,537.37
100-705-52001	Operating Supplies	63.76
100-705-52010	Telephone	81.62
100-705-52019	Professional Services	58.80
100-705-52023	Facility Maintenance	1,906.43
100-706-52003	Utilities	41.29
100-706-52023	Facility Maintenance	1,961.10
100-707-52001	Operating Supplies	46.39
100-707-52008	Printing	254.19
100-707-52009	Postage	432.53
100-707-52018	Professional Developme...	272.48
100-707-52019	Professional Services	409.00
100-708-52001	Operating Supplies	4,363.64
100-708-52010	Telephone	82.58
100-708-52023	Facility Maintenance	256.71
100-709-52010	Telephone	124.26
100-709-52019	Professional Services	1,306.00
100-709-52023	Facility Maintenance	577.44
100-710-52001	Operating Supplies	62.50
100-710-52028	Projects & Programs	8,347.50
100-710-52087	Commission Stipends	480.00
100-711-52010	Telephone	90.20
100-712-52003	Utilities	1,989.53
100-712-52006	Computer Maintenance	4,483.50
100-712-52010	Telephone	737.30
100-715-52001	Operating Supplies	52.00
100-715-52019	Professional Services	100.00
100-715-52023	Facility Maintenance	4,204.89
201-000-52019	Professional Services	10,000.00
201-000-52028	Projects & Programs	5,000.00
202-721-52103	Main Street	4,878.48
202-722-52003	Utilities	72.89
202-722-52019	Professional Services	3,493.75
202-723-52055	Riverwalk Project	12,048.13
203-709-50001	Wages	9,191.55
601-731-52001	Operating Supplies	2,562.10
601-731-52019	Professional Services	96.71
601-731-53314	WATER METERS	5,397.09
601-732-52001	Operating Supplies	4.78
601-732-52003	Utilities	87.48
601-732-52010	Telephone	69.38

**Account Summary**

Account Number	Account Name	Expense Amount
601-732-52022	Fuel	203.81
601-732-52023	Facility Maintenance	186.45
601-732-52083	Chemicals	1,471.75
603-735-52019	Professional Services	96.70
603-736-52001	Operating Supplies	65.38
603-736-52010	Telephone	133.45
603-736-52023	Facility Maintenance	403.64
603-736-52064	Lab Testing	1,214.62
603-737-52001	Operating Supplies	83.42
603-737-52003	Utilities	6,534.86
603-737-52010	Telephone	133.49
603-737-52023	Facility Maintenance	51.92
603-737-52064	Lab Testing	3,310.38
603-738-52001	Operating Supplies	916.31
603-738-52010	Telephone	61.33
603-738-52019	Professional Services	1,164.00
603-738-53402	ANNUAL MAINT OPS	4,126.15
605-000-52001	Operating Supplies	239.76
605-000-53501	ANNUAL MAINTENANCE...	17,803.52
703-733-52010	Telephone	197.88
703-733-52019	Professional Services	87.50
703-734-52001	Operating Supplies	383.18
703-734-52010	Telephone	847.72
703-734-52019	Professional Services	49.00
703-734-52022	Fuel	1,220.03
703-734-52023	Facility Maintenance	115.28
703-739-52099	Equipment Operations	455.81
703-739-52120	Facility Maintenance Ot...	922.32
	<b>Grand Total:</b>	<u>146,373.19</u>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	146,373.19
	<b>Grand Total:</b> <u>146,373.19</u>

# Expense Approval Register

Packet: APPKT00959 - BAIL REFUND 4.5.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
Hermens, Brandi Lynn	INV0006925	03/25/2024	Bail Refund - Hermens, Brand..	100-000-20200	200.00
Dalia, Stephanie Nicole	INV0006982	04/02/2024	Bail Refund - Dalia, Stephanie..	100-000-20200	1,250.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>1,450.00</b>
<b>Grand Total:</b>					<b>1,450.00</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	1,450.00
<b>Grand Total:</b>	<b>1,450.00</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20200	Court - Bail	1,450.00
<b>Grand Total:</b>		<b>1,450.00</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	1,450.00
<b>Grand Total:</b>	<b>1,450.00</b>

# Expense Approval Register

Packet: APPKT00960 - AP 4.12.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
RUBENS LAWN SERVICE	0006529	04/10/2024	MONTHLY LAWN SERVICE	100-705-52023	80.00
RUBENS LAWN SERVICE	0006607	04/10/2024	MONTHLY LAWN SERVICE	100-705-52023	80.00
GLOBAL PAYMENTS	03.31.24	04/10/2024	MERCHANT CARD FEES	100-707-52020	26,673.38
CENTURY LINK	04.02.24 351B	04/10/2024	909	100-712-52010	102.65
CENTURY LINK	04.02.24 351B	04/10/2024	818	100-712-52010	398.76
CENTURY LINK	04.02.24 351B	04/10/2024	796	100-712-52010	43.90
CENTURY LINK	04.02.24 351B	04/10/2024	162	100-712-52010	89.04
CENTURY LINK	04.02.24 351B	04/10/2024	967	100-712-52010	138.70
CENTURY LINK	04.02.24 351B	04/10/2024	130	100-712-52010	142.77
CENTURY LINK	04.02.24 351B	04/10/2024	579	100-712-52010	47.66
CENTURY LINK	04.02.24 351B	04/10/2024	699	100-712-52010	131.66
CENTURY LINK	04.02.24 351B	04/10/2024	228	100-712-52010	91.55
MAILBOXES NORTHWEST	04.02.24	04/10/2024	POSTAGE 2801 ACCT 1 PD	100-705-52001	114.41
ST. HELENS SCHOOL DISTRICT	04.10.24	04/10/2024	QTRLY BUILDING EXCISE TAX...	100-000-20400	3,678.76
DCBS FISCAL SERVICES	04.10.24	04/10/2024	JULY / AUG STATE SURCHARE...	100-000-20700	2,042.83
RICOH USA INC	108129171	04/10/2024	POLICE EQUIPMENT LEASE 1...	100-705-52001	311.50
ORKIN	259222675	04/10/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
PAULSON PRINTING CO.	3697	04/10/2024	TRAFFIC CRASH FORM	100-705-52001	217.50
PAULSON PRINTING CO.	3973	04/10/2024	BUSINESS CARDS - GASTON &...	100-705-52001	110.00
TROTTER & MORTON FACILI...	81954	04/10/2024	C11165 HVAC POLICE	100-705-52023	1,159.75
TROTTER & MORTON FACILI...	81961	04/10/2024	G10115 LIBRARY HVAC	100-706-52023	2,350.50
EATONS TIRE AND AUTO REP...	84648	04/10/2024	REPAIR A/C 2019 DODGE DU...	100-705-52098	1,983.28
VERIZON	9960473538	04/10/2024	CELL SERVICE ACCT 2420601...	100-712-52010	168.63
ENTERPRISE FM TRUST	FBN4995333	04/10/2024	POLICE LEASE 589848	100-705-52097	18,708.55
ENTERPRISE FM TRUST	FBN4995333	04/10/2024	POLICE MAINTENANCE 5898...	100-705-52098	3,885.16
ENTERPRISE FM TRUST	FBN4995333	04/10/2024	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4995333	04/10/2024	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4995333	04/10/2024	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN5015161	04/10/2024	596107 BUILDING	100-711-52097	522.55
L.N CURTIS AND SONS	INV769151	04/10/2024	POLICE UNIFORMS	100-705-52002	254.06
L.N CURTIS AND SONS	INV781239	04/10/2024	POLICE UNIFORMS	100-705-52002	85.47
L.N CURTIS AND SONS	INV789631	04/10/2024	POLICE UNIFORMS	100-705-52002	329.00
L.N CURTIS AND SONS	INV795207	04/10/2024	POLICE UNIFORMS	100-705-52002	130.00
L.N CURTIS AND SONS	INV799035	04/10/2024	POLICE UNIFORMS	100-705-52002	42.00
L.N CURTIS AND SONS	inv800129	04/10/2024	POLICE UNIFORMS	100-705-52002	401.74
L.N CURTIS AND SONS	INV810911	04/10/2024	POLICE UNIFORMS	100-705-52002	244.00
L.N CURTIS AND SONS	INV810932	04/10/2024	POLICE UNIFORMS	100-705-52002	80.00
L.N CURTIS AND SONS	INV811484	04/10/2024	POLICE UNIFORMS	100-705-52002	49.63
STEVEN LESKIN	00246	04/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00259	04/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
TYLER TECHNOLOGIES INC	025-460017	04/08/2024	INSITE TRAN FEE UB	100-707-52019	18,688.75
TYLER TECHNOLOGIES INC	025460431	04/08/2024	UB NOTIFICATION CALLS	100-707-52019	16.50
NW NATURAL GAS	04.12.24	04/08/2024	5638	100-705-52003	160.05
NW NATURAL GAS	04.12.24	04/08/2024	7673	100-706-52003	1,078.72
NW NATURAL GAS	04.12.24	04/08/2024	8563	100-708-52003	23.27
NW NATURAL GAS	04.12.24	04/08/2024	3047	100-708-52003	105.18
NW NATURAL GAS	04.12.24	04/08/2024	0109	100-709-52003	365.92
NW NATURAL GAS	04.12.24	04/08/2024	6430	100-709-52003	419.17
NW NATURAL GAS	04.12.24	04/08/2024	2848	100-715-52003	186.64
NW NATURAL GAS	04.12.24	04/08/2024	5285	100-715-52003	191.90
HUDSON GARBAGE SERVICE	1403561S046	04/08/2024	7598- TRASH MCCORMICK A...	100-708-52023	611.80
HUDSON GARBAGE SERVICE	14043362S046	04/08/2024	1554- TRASH PUBLIC LIBRARY	100-706-52003	93.52
HUDSON GARBAGE SERVICE	14043558S046	04/08/2024	7539- TRASH CITY HALL 265 ...	100-715-52023	241.60

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUDSON GARBAGE SERVICE	14043559S046	04/08/2024	2046-1287547 - POLICE GAR...	100-705-52023	125.14
HUDSON GARBAGE SERVICE	14043562S046	04/08/2024	7601-TRASH PUBLIC CANS PL...	100-715-52023	132.48
HUDSON GARBAGE SERVICE	14043563S046	04/08/2024	7636- TRASH COL VIEW PARK...	100-708-52023	214.34
HUDSON GARBAGE SERVICE	14044065S046	04/08/2024	5273- TRASH REC CENTER C...	100-709-52023	81.52
HUDSON GARBAGE SERVICE	14044468S046	04/08/2024	S 6TH ST PORTABLE TOILET ...	100-708-52023	58.00
STEVEN R SCHARFSTEIN	76	04/08/2024	COURT ATTORNEY FEES	100-704-52019	400.00
STEVEN R SCHARFSTEIN	77	04/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	78	04/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	79	04/08/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	80	04/08/2024	COURT ATTORNEY FEES	100-704-52019	125.00
COLUMBIA COUNTY TRANSF...	8495	04/08/2024	DUMP FEES ACCT 0017	100-705-52019	10.61
ADVENTISIT HEALTH OCCUP...	99403	04/08/2024	HEARING TESTS	100-708-52019	114.21
ADVENTISIT HEALTH OCCUP...	99403	04/08/2024	HEARING TESTS	100-711-52019	38.07
METRO PRESORT	IN664529	04/08/2024	UB BILL PRINTING	100-707-52008	424.13
METRO PRESORT	IN664529	04/08/2024	UB BILL PRINTING -POSTAGE	100-707-52009	2,434.52
COLUMBIA COUNTY SHERIFF...	MARCH 2024-SHPD	04/08/2024	FIRING RANGE USAGE	100-705-52018	300.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>93,621.61</b>

**Fund: 201 - VISITOR TOURISM**

NW NATURAL GAS	04.12.24	04/08/2024	9614	201-000-52003	160.05
NW NATURAL GAS	04.12.24	04/08/2024	7764	201-000-52003	157.53
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>317.58</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

MOORE SITE SERVICES LLC	24019	04/10/2024	MECHANICAL SUPPORT-MILL...	202-722-52019	8,231.60
JORDAN RAMIS PC ATTORNE...	219016	04/08/2024	GENERAL ENVIRONMENTAL	202-721-52019	935.00
MAUL FOSTER ALONGI INC	59764	04/08/2024	WWTP LAGOON ON CALL SE...	202-726-52019	3,833.75
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>13,000.35</b>

**Fund: 601 - WATER**

NW NATURAL GAS	04.12.24	04/08/2024	2942	601-732-52003	81.47
<b>Fund 601 - WATER Total:</b>					<b>81.47</b>

**Fund: 603 - SEWER**

CENTURY LINK	04.02.24 351B	04/10/2024	654	603-736-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	688	603-736-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	293	603-736-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	600	603-736-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	688	603-737-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	654	603-737-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	600	603-737-52010	23.83
CENTURY LINK	04.02.24 351B	04/10/2024	293	603-737-52010	23.83
NW NATURAL GAS	04.12.24	04/08/2024	5750	603-736-52003	117.54
NW NATURAL GAS	04.12.24	04/08/2024	5750	603-737-52003	117.55
HUDSON GARBAGE SERVICE	14043448S046	04/08/2024	8333- TRASH WWTP 451 PL...	603-736-52023	155.60
HUDSON GARBAGE SERVICE	14043448S046	04/08/2024	8333- TRASH WWTP 451 PL...	603-737-52023	155.59
COLUMBIA COUNTY TRANSF...	8495	04/08/2024	DUMP FEES ACCT 0017	603-736-52001	12.73
ADVENTISIT HEALTH OCCUP...	99403	04/08/2024	HEARING TESTS	603-736-52019	114.21
<b>Fund 603 - SEWER Total:</b>					<b>863.86</b>

**Fund: 703 - PW OPERATIONS**

OREGON OCCUPATIONAL M...	115599	04/10/2024	EXAM DOT URIN BLOOD	703-734-52019	109.00
OREGON OCCUPATIONAL M...	115599	04/10/2024	EXAM	703-739-52019	109.00
TROTTER & MORTON FACILI...	81918	04/10/2024	C10245	703-734-52023	285.50
ENTERPRISE FM TRUST	FBN4995333	04/10/2024	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN5015108	04/10/2024	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
COLUMBIA RIVER FIRE AND ...	04.02.24	04/08/2024	SHARED COST JOINT MAINT ...	703-739-52099	957.82
NW NATURAL GAS	04.12.24	04/08/2024	8675	703-734-52003	101.28
NW NATURAL GAS	04.12.24	04/08/2024	7720	703-734-52003	19.21
HUDSON GARBAGE SERVICE	14043560S046	04/08/2024	7555- TRASH PW 984 OR ST	703-734-52023	175.51
COLUMBIA COUNTY TRANSF...	8495	04/08/2024	DUMP FEES ACCT 0017	703-734-52019	101.88
ADVENTISIT HEALTH OCCUP...	99403	04/08/2024	HEARING TESTS ENGINEERING	703-733-52019	114.21
ADVENTISIT HEALTH OCCUP...	99403	04/08/2024	HEARING TESTS PW	703-734-52019	342.59

Expense Approval Register

Packet: APPKT00 Item #12. 4

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVENTISIT HEALTH OCCUP...	99403	04/08/2024	HEARING TESTS	703-739-52019	114.21
				<b>Fund 703 - PW OPERATIONS Total:</b>	<b>3,804.42</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
TROTTER & MORTON FACILI...	81961	04/10/2024	G10115 LIBRARY HVAC	704-000-53013	1,567.00
				<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>	<b>1,567.00</b>
				<b>Grand Total:</b>	<b>113,256.29</b>

**Fund Summary**

Fund	Expense Amount
100 - GENERAL FUND	93,621.61
201 - VISITOR TOURISM	317.58
202 - COMMUNITY DEVELOPMENT	13,000.35
601 - WATER	81.47
603 - SEWER	863.86
703 - PW OPERATIONS	3,804.42
704 - FACILITY MAJOR MAINTNANCE	1,567.00
<b>Grand Total:</b>	<b>113,256.29</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20400	Building - Excise Tax	3,678.76
100-000-20700	Building - State Surcharge	2,042.83
100-704-52019	Professional Services	1,525.00
100-705-52001	Operating Supplies	753.41
100-705-52002	Personnel Uniforms Equ...	1,615.90
100-705-52003	Utilities	160.05
100-705-52018	Professional Developme...	300.00
100-705-52019	Professional Services	10.61
100-705-52023	Facility Maintenance	1,444.89
100-705-52097	Enterprise Fleet	18,708.55
100-705-52098	Enterprise Fleet Mainte...	5,868.44
100-706-52003	Utilities	1,172.24
100-706-52023	Facility Maintenance	2,450.50
100-707-52008	Printing	424.13
100-707-52009	Postage	2,434.52
100-707-52019	Professional Services	18,705.25
100-707-52020	Bank Service Fees	26,673.38
100-708-52003	Utilities	128.45
100-708-52019	Professional Services	114.21
100-708-52023	Facility Maintenance	884.14
100-709-52003	Utilities	785.09
100-709-52023	Facility Maintenance	81.52
100-709-52097	Enterprise Fleet	532.97
100-710-52097	Enterprise Fleet	451.21
100-711-52019	Professional Services	38.07
100-711-52097	Enterprise Fleet	522.55
100-712-52010	Telephone	1,355.32
100-715-52003	Utilities	378.54
100-715-52023	Facility Maintenance	374.08
100-715-52097	Enterprise Fleet	7.00
201-000-52003	Utilities	317.58
202-721-52019	Professional Services	935.00
202-722-52019	Professional Services	8,231.60
202-726-52019	Professional Services	3,833.75
601-732-52003	Utilities	81.47
603-736-52001	Operating Supplies	12.73
603-736-52003	Utilities	117.54
603-736-52010	Telephone	95.32
603-736-52019	Professional Services	114.21
603-736-52023	Facility Maintenance	155.60
603-737-52003	Utilities	117.55
603-737-52010	Telephone	95.32
603-737-52023	Facility Maintenance	155.59
703-733-52019	Professional Services	114.21
703-733-52097	Enterprise Fleet	591.08
703-734-52003	Utilities	120.49
703-734-52019	Professional Services	553.47
703-734-52023	Facility Maintenance	461.01



**Account Summary**

Account Number	Account Name	Expense Amount
703-734-52097	Enterprise Fleet	783.13
703-739-52019	Professional Services	223.21
703-739-52099	Equipment Operations	957.82
704-000-53013	Capital Outlay - Library	1,567.00
	<b>Grand Total:</b>	<b>113,256.29</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	113,256.29
	<b>Grand Total:</b> <b>113,256.29</b>