



February 8, 2023

Jake Oullette
Stellar J Corporation
1363 Down River Drive
Woodland, WA 98674

REDACTED

*Stellar J job no.
22020*

Subject: Notice To Proceed for QuestCDN Number 8326900
Contract Execution Date: February 7, 2023
City of Dayton Utility Bridge Main Span Replacement:

We have enclosed for your files a fully executed copy of the following contract which was awarded to you by the City of Dayton.

The contract required bonding as well as insurance coverages are in effect. It is your responsibility to keep your bonding and insurance coverage in force throughout the life of the contract as well as verify that all subcontractors have the contractually required bonding and insurance before subcontractors begin work.

By this notice to proceed, you are authorized to commence work and to enter onto property on which the work is to be done under terms of the contract effective date of this letter.

If you have any questions, please contact me.

Sincerely,
DOWL

Jason Kelly

Digitally signed by Jason Kelly
DN: CN=Jason Kelly,
OU=Standard, OU=Users,
OU=Staff, DC=DOWL, DC=COM
Reason: I agree to the terms
defined by the placement of my
signature on this document
Date: 2023.02.08 15:50:41-08'00'

Jason Kelly, PE
Senior Project Manager

Attachment(s): As stated

cc: Ms. Rochelle Roaden, Dayton City Manager
Mr. Steve Sagmiller, Dayton Public Works Director
Mr. Denny Muchmore, Dayton Consultant City Engineer

REDACTED

**ATTACHMENT A
PUBLIC IMPROVEMENT CONTRACT
between
CITY OF DAYTON, OREGON
and
FULL, LEGAL NAME OF CONTRACTOR
Stellar J Corporation
Contract No.**

This Public Improvement Contract ("Contract") is made by the City of Dayton, Oregon and Full, legal name of Contractor ("Contractor") to provide construction services on the following Project Name ("Project"), briefly described below: Stellar J Corporation

Main span replacement of the Dayton Utility Bridge.

The parties agree as follows:

CONTRACTOR DATA

Full Business Name: Stellar J Corporation
Contractor Contact Person: Jeff Carlsen
Address: 1363 Down River Drive
City, State, ZIP: Woodland, WA. 98674
Business Telephone: 360-225-7996
Facsimile: 360-225-8007
Email:
Oregon CCB License Number: 127903

REDACTED

Contractor certifies under penalty of perjury that Contractor is a:

- Sole Proprietor
- Corporation
- Limited Liability Company
- Partnership
- Other (describe:)

TERMS AND CONDITIONS

1. **Work.** Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and any related services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.
2. **Effective Date and Termination Date.** The effective date of this Contract shall be the Contract Start Date identified in section 2.a. or the date on which each Party has signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provided in the Contract Documents.

Offer and Contract Dates

a. Contract Start Date

"Work" Time Dates

- a. Anticipated Notice to Proceed Date:
- b. Anticipated Substantial Completion Date:
- c. Anticipated Final Completion Date:

REDACTED



PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. **Enumeration of Contract Documents.** The "Contract Documents" include the following:
 - a. This Contract with these Terms and Conditions.
 - b. Prevailing Wage Rates incorporated by reference.
 - c. Contractor's Bid Response
 - d. General Conditions to the Contract: Part 00100 of the "2021 Oregon Standard Specifications for Construction", as amended by the Project Special Provisions.
 - e. Technical Specifications: Book 2 of the Bid Documents and Parts 00200 through 03000 of the "2021 Oregon Standard Specifications for Construction", as amended by the Project Special Provisions.
 - f. Drawings
 - g. Addenda
4. **Contract; Contract Documents; Entire Agreement.** This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.
5. **The Contract Time.** Contractor shall achieve Substantial Completion of the Work under this Contract within consecutive calendar days ("Contract Time") from the date specified in City's Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. **The Contract Total**

REDACTED

- a. The Contract Total is [REDACTED] the Contract Total is the total amount payable by the City to Contractor for the completion of the Work in its entirety under the Contract Documents.
- b. Unit prices if any: [REDACTED]
- c. Allowances included in the Contract Total, if any: [REDACTED]
- d. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Total includes all construction contingencies for existing site conditions other than for pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Total set out in this Agreement.

7. **Progress Payments.**

- a. The Contractor will submit an application for payment to the City Representative as provided in the General Conditions. The City Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.
- b. Each application for payment shall be for one calendar month ending on the last day of the month.
- c. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the City Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).
- d. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

8. **Notice and Communications.** Notices and communications between the parties to this Contract may be sent to the following addresses:

City:
City of Dayton
Public Works Department
416 Ferry St.
Dayton, OR 97114

Contractor:
Name Jeff Carlsen
Company Name Stellar J Corporation
Address 1363 Down River Drive
City, State, Zipcode Woodland, WA. 98674

9. **City's Responsibilities and Rights.**

- a. **Authorized Representative.** City shall designate a person in writing to be the authorized representative with express authority, to the extent permitted by law, to bind and communicate on behalf of City with respect to all matters requiring City's approval or authorization ("City Representative"). The term "City" includes City Representative.
- b. **Contract Administration.** City shall provide contract administrative services for the Project through City's authorized representative. The City Representative may engage and delegate authority to such additional staff and professional and technical consultants as City deems necessary to assist in performing its administrative tasks. Contractor shall direct all Project communications to City and in accordance with the Contract Documents, or as City directs in writing.

- 1) City may engage professional architects or engineers to assist City during construction of the Project to interpret technical contract provisions and to determine the amount, quality, acceptability, and fitness of the Work. Such architects or engineers will be authorized to act on behalf of City only to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 2) City may engage a consulting construction manager to provide Project administrative services on City's behalf. Such construction manager will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
 - 3) City may retain certain project inspectors to monitor compliance with Drawings and Specifications for the Project, as well as applicable codes and ordinances. Such project inspectors will be authorized to act on behalf of City to the extent expressly provided in the Contract Documents or as City otherwise directs in writing.
- c. **Access to the Work.** City and its designated representatives shall have free access to the Work at all times. Contractor shall not carry on Work except with the knowledge of City and its designated representatives. City may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve Contractor from any obligation to fulfill the Contract.
- d. **Permits and Access.** Except for permits and fees that are Contractor's responsibility under the Contract Documents, City shall secure and pay for all other necessary approvals, easements, assessments and charges required to complete the Work.
- e. **City's Rights.** The rights stated in this section and elsewhere in the Contract Documents are cumulative and do not limit any rights City may have under the Contract Documents, at law or in equity. Without limiting the generality of the foregoing sentence, any right City has under the Contract Documents to compel Contractor to fix defective Work, up to and including any warranty period the Contract Documents may establish, does not operate to shorten or otherwise limit statutes of limitations applicable to the Work.
10. **Request for Taxpayer Identification Number.** Contractor must be a current vendor with the City or must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any fees applicable to payments for Work under this Contract.
11. **Landscape/Construction Contractors License Required.** If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify City immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
12. **Field Verification.** Prior to the commencement of the Work, Contractor shall review the Project Site

with City in detail and identify the area of the Work, staging areas, connections or interfacing with existing structures and operations, and restrictions on the Work site area. Contractor shall ensure that all forces on the Project Site are instructed about the acceptable working and staging areas and restrictions on use of the site. Contractor, with advance consent of City, shall erect such barriers and devices as are necessary to restrict access within the Work site to authorized areas and to prevent unauthorized access to non-Work areas.

13. **Allowances.** Contractor shall include all allowances stated in the Contract Documents in the Contract Total. Unless the Contract Documents provide otherwise, Contractor shall include in the Contract Total, separate from allowances, amounts necessary to cover the cost of materials and equipment delivered at the site and all required taxes, less applicable trade discounts, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance.

14. **Notice to Proceed.** City shall issue a Notice to Proceed within a reasonable time following the date of execution of this Contract. To the maximum extent permitted by law, Contractor is not entitled to additional compensation as a result of a postponement of the issuance of Notice to Proceed. The Parties acknowledge the sole remedy for the Contractor in such circumstances is an extension of Contract Time to achieve Substantial Completion.

15. **Project Site Restriction.** The Contractor shall not have authority to go onto the project property or to move materials, equipment, or workers onto that property on which the work is to be done until the Contractor has filed the public works bonds and not before the date stated in the "First Notification".

16. **Designation of Representatives**

- a. The City's Representative is: Name and Contact Information _____
- b. The Contractor's Representative is: Name and Contact Information Jake Oullette _____
- c. A party may change its designated representative upon 30 days written notice to the other party: _____

REDACTED

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

CONTRACTOR
Full legal name of Contractor
Stellar Corporation

Signature

Jeff Carlsen / President

Printed Name and Title

1/30/2023

Date

CITY
City of Dayton
Rebecca Gordon

Signature
Rebecca Gordon

Printed name of Signer

City Manager

Title

2/7/2023

Date