

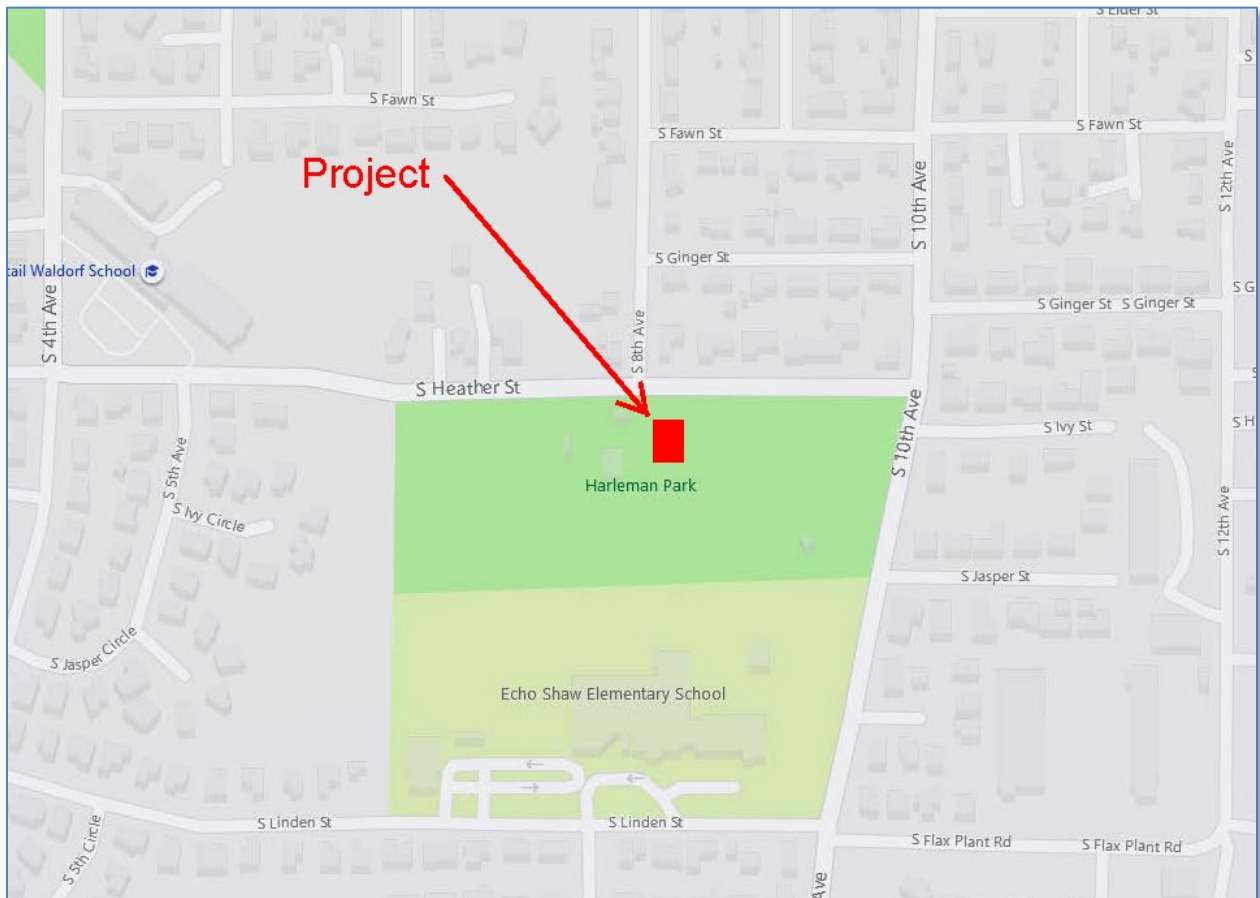
Date Issued: February 25, 2022

Cornelius

Oregon's Family Town

Volume 1 of 2
of the Bid Documents for:

Harleman Park Tennis Court Project City of Cornelius, Oregon



A City of Cornelius

Public Improvement Project

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Part 1.0 - Bidding Information

1.10 THE PROJECT

Work to be Done

The Project name is: **Harleman Park Tennis Courts Project.**

The project consists of removal of an existing tennis court, fencing, and lights and installation of two new tennis/pickleball courts and fencing.

The engineer's estimate for the project is \$201,900.

Specifications

Work shall comply with the following standards, which are hereby incorporated into these bid documents by reference:

- 2018 edition of the "Oregon Standard Specifications for Construction" (standard specifications) by the Oregon Department of Transportation (ODOT), and Oregon Chapter of American Public Works Association (APWA), special provisions, and addenda.
- Other standards identified in these Bid Documents by reference.

Sectional references in these Bid Documents refer to sections of the Standard Specifications and any applicable modifications to sections or subsections contained herein.

Project Start and End Date

Significant work on this project shall begin within fourteen (14) calendar days of the Notice of Award which is expected to occur on April 5, 2022. All aspects of the project must be substantially complete by June 30, 2022. The City Engineer may extend this date under extraordinary circumstances. Extraordinary circumstances can include delays cause by weather and supply-chain issues.

Project Funding

The project is funded by City of Cornelius Park Funds.

Project Permitting

No permits are anticipated to be needed for construction of this project. If any permits are required, the City will be responsible for obtaining these permits.

City Contact

The City contact for this project is:

Terry Godwin, Project Manager
City of Cornelius
Public Works Department
1355 N. Barlow Street
Cornelius, OR 97113
Phone: 503-357-3011
Fax: 503-357-3424
Email: Terry.Godwin@corneliusor.gov

Physical Address
1300 S. Kodiak Circle
Cornelius, OR 97113

Mailing Address
1355 N. Barlow Street
Cornelius, OR 97113

1.20 PREVAILING WAGE AND OTHER REQUIREMENTS

Prevailing Wages

This project is subject to the prevailing wage requirements of the State of Oregon BOLI.

All workers on this project shall be paid prevailing wages. The prevailing wages paid on this project shall be the wage rates published by the State of Oregon BOLI for each job classification. The rates that apply to this project are those published January 1, 2017. These rates will not change during the duration of the project.

BOLI requires submittal of certified payroll reports. If certified payroll reports are not submitted as required, the City will withhold 25% of the amounts due the prime contractor. Should a first-tier subcontractor fail to submit their certified payroll as required, the prime contractor shall withhold 25% of the amounts due the first-tier subcontractor. Amounts withheld as described shall be paid within 14 days of the receipt of the required certified payroll reports.

Each Contractor for this project must have a \$30,000.00 "public works bond" on file with the Construction Contractor's Board. This bond is exclusively for unpaid wages determined due by BOLI. A sample copy of said bond has been included in the Part 2 of this document.

Bidders must sign all Bid Forms, and in doing so agree to comply with the statement in the Bid Form regarding compliance with the provisions of ORS 279C.840 or 40 U.S.C. 276a "Workers on Public Works to be Paid Not Less Than Prevailing Rate of Wage".

Further information on prevailing wages rules for Oregon can be found at the following website:

<http://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

Drug and Alcohol Testing for Public Works Contracts

As required by ORS 279C.505(2), bidders shall have in place, and maintain during the period of this contract, an employee drug-testing program. The City retains the right to audit and/or monitor the program. On request, bidder shall furnish a copy of the employee drug-testing program to the Project Manager.

Asbestos

Licensing per ORS 468A.720 (working with asbestos) is not required for this project. Reference ORS 279C.370 (1) (j).

Retainage

The City will retain five (5) percent of the contract price as retainage in accordance with ORS 279C.560 and pay that retainage in accordance with ORS 279C.570.

1.30 INVITATION TO BID

Bids

Only electronic bids will be accepted for this project. Bids shall be emailed to the City Engineer at terry.keyes@corneliusor.gov with the words "Bid – Harleman Park Tennis Court Project" in the subject line. Bids shall be submitted in PDF format only. Bids must be received by 2:00 PM PDT on Monday, March 21, 2022. Bids received after the above stated time will not be accepted.

The electronically submitted PDF will be opened and publicly read aloud at 3:00 PM PDT on March 21, 2022 via videoconference. Upon receiving an email containing a bid, the City will email the bidder notifying them that their email containing the bid was received. This return email will have a weblink and phone number for the videoconference bid opening. The City will not open a PDF containing the bid until the bid opening.

Bids must contain:

- A residency statement as defined in ORS 279C.375.
- A bid bond on the City of Cornelius's Bid Guaranty form. If the bidder prefers to instead provide the City with a certified check or cashier's check of at least ten percent (10%) of the total bid. While an electronic copy of the Bid Guaranty shall accompany the bid, a hard copy of the Bid Guaranty shall be submitted to the City Engineer, no later than 48 hours after the time designated for receiving bids. Bid Guaranties not received within said timeframe may be deemed non-responsive and rejected.

The City may reject bids for non-compliance with prescribed public bidding procedures and requirements, and for good cause, upon finding it is in the public interest to do so.

Bid Documents

Bid documents can be examined and are available for download at the following location:

- On-line at the City of Cornelius website (<http://www.ci.cornelius.or.us>) under the tab: *Doing Business* and then *Bids and RFPs*.

The City of Cornelius will not distribute paper copies of the bid documents.

The Bid Documents/Proposed Contract Documents are issued for the information of Bidders submitting bids for this project and the work described herein, at the time and place indicated in the "Invitation to Bid." These Bid Documents, subject to revision by addendum, in accordance with provisions stated below, will be incorporated in and made part of the contract documents for this project.

If the City elects to reject all bids and re-advertise for new bids, these Bid Documents will cease to be applicable and new Bid Documents will be issued by the City. Bidders submitting bids at the newly established bid date and time should obtain the new Bid Documents and base their bids upon them, as they will be bound by the latest Bid Documents in the event they are awarded a contract.

Revisions Prior to Time of Opening of Bids (Addendum)

The City reserves the right to make necessary changes or corrections to the Bid Documents in accordance with 00120.30 of the Standard Specifications. Bidders will not be notified directly of changes or corrections. Instead, addendum will be posted on the City of Cornelius website (<http://www.ci.cornelius.or.us>) under the tab: *Doing Business* and then *Bids and RFPs*. Bidders are responsible for checking the City of Cornelius website periodically to stay up to date regarding project bid addendum.

Bidders

Bidders are solely responsible for ensuring actual receipt of the bid by the City of Cornelius.

Bidders must be licensed by the Oregon Construction Contractor's Board pursuant to ORS 701.055 prior to submitting a bid.

Bidders must use bid and bid guaranty forms (if electing to use a bid bond) furnished by the City in these bid documents. Otherwise, the bid may be rejected as non-responsive.

Bidders must conform to the requirements of these bid documents and related, applicable laws.

Bidders must complete and submit the First-tier Subcontractors Disclosure Form provided in Part 2.0 of this volume. This form shall be submitted no later than two (2) hours after the time bids are due, per 00120.40 (f). The form shall be emailed to the City Engineer at terry.keyes@corneliusor.gov with the words "Bid – Harleman Park Tennis Court Project - First Tier Disclosure" in the subject line.

Waivers

The City reserves the right to waive any irregularities or informalities.

Plan Holder's List and Bid Results

The City will not maintain a plan holder's list for this project. Bid results will be posted on the City of Cornelius website.

Bidder's Checklist

- _____ Read all specifications, including but not limited to the Oregon Standard Specifications for Construction, 2018 Edition, Special Provisions, addendum to these bid documents, and the plans and all documents included by reference.
- _____ Complete the Bid Schedule in accordance with Section 00120 of the Standard Specifications.
- _____ Review issued addenda and fill in the Addenda Statement on the Bid Form Signature Page.
- _____ Fill in all other required information on the Bid Forms and sign where appropriate.
- _____ Fill out and sign the City of Cornelius Bid Guaranty Form and email a copy with the bid. A hard copy of the Bid Guaranty shall be submitted to the City Engineer, no later than 48 hours after the time designated for receiving bids. Bid Guaranties not received within said timeframe may be deemed non-responsive and rejected.
- _____ Fill in the "Bidder Residency Statement" on the Bid Form Signature Page (ORS 279C.375).
- _____ Fill in the Construction Contractor's Board statement on the Bid Form Signature page and possess a current, valid license issued by the Construction Contractor's Board (ORS 701.055).
- _____ Be aware of requirement for the Drug and Alcohol Testing for Public Works Contracts on page 1-3.
- _____ Detach, complete and submit the First-tier Subcontractors Disclosure Form provided at the end of Part 2.0 of this volume. This form may be submitted with the bid or in a separate PDF file with "SUBCONTRACTORS DISCLOSURE FORM" along with the bidder's name and project name. When submitted separately, it shall be submitted no later than two (2) hours after the time designated for receiving bids.

1.40 BID AWARD AND PROTESTS

Bid Award

Selection of Lowest Bidder

The bid award will be based on the lowest bid from a responsive bidder that falls within the City's allocation for the project.

Notice of Intent to Award

Typically, within a few days of bid opening, the City Engineer issues a Notice of Intent to Award. This Notice of Intent to Award will be posted on the City of Cornelius website. The Notice shall state the date, time, and location of the bid award decision. The Notice shall include the name of the person or entity that staff recommends the contract be awarded to, along with bid comparisons.

Notice of Award

The City Engineer will issue the Notice of Award after approval by the Cornelius City Council.

Protest Processes

Protests Other Than Notice of Intent to Award

A protest may be filed to contest the solicitation documents (including specifications and contract terms), or the process used in the solicitation, including how the City may select the lowest responsible bidder. The protest must be filed with the Cornelius City Manager within seven (7) days of the publication of solicitation documents. Grounds for protest are limited to:

1. That the City acted contrary to law; or
2. That the City's actions unnecessarily restrict competition; or
3. That the City has improperly specified a brand name.

The protest must include sufficient information to identify the solicitation, the grounds for the protest, evidence or supporting information and the relief sought.

The Cornelius City Manager shall, if possible, issue a written decision on the protest under this section at least three days before any bid or proposal opening that could be affected by the protest.

A bidder or proposer who does not protest a proposed contract term included in the solicitation documents must accept the contract term as included in the solicitation documents.

If protest of a solicitation is timely received, the opening date may be extended if necessary to allow consideration for the protest and issuance of any addenda to the solicitation documents.

Envelopes containing protests of solicitation specifications shall be marked as follows:

Specification Protest
Harleman Park Tennis Court Project

Protests of Award

Purpose

Adversely affected or aggrieved bidders or proposers must exhaust all avenues of administrative review and relief before seeking judicial review of and decision by the City under Public Contracting Code or these rules.

Notice of Award

The written Notice of Award of the contract shall constitute a final decision by the City to award the contract if no written protest of the Notice of Intent to Award is filed with the City within seven (7) calendar days of the Notice of Intent to Award or such other period as provided in the City's solicitation. If a protest is timely filed, the Notice of Award is a final decision of the City upon issuance of a written decision denying the protest and affirming the award. The Notice of Award and any written decision on a protest shall be sent to every bidder or proposer who provided an address.

Right to Protest

Any actual bidder or proposer who is adversely affected or aggrieved by the City's Notice of Award of the contract to another bidder or proposer on the same solicitation shall have seven (7) calendar days after Notice of Intent to Award to submit to the City a written protest of the Notice of Intent to Award or such other time as provided in the solicitation documents. The written protest shall specify the grounds upon which the protest is based. In order to be adversely affected or aggrieved, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsible bidder or best proposer and must be next in line for award, i.e., the protester must claim that all lower bidders or better proposers are ineligible of award because they are non-responsive or non-responsible. The City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's solicitation.

Authority to Resolve Protests

The Cornelius City Manager, or designee, shall have the authority to settle or resolve a written protest submitted under the Decision section of this rule.

Decision

If the protest is not settled or resolved by mutual agreement, the Cornelius City Manager, or designee, shall promptly issue a written opinion on the protest. If the opinion denies the protest, judicial review of this decision will be available if provided for by statute. If the Cornelius City Manager or designee determines that there is good cause for the protest the matter shall be submitted to the Cornelius City Local Contract Review Board for further action. The decision of the City's Local Contract Review Board on a protest shall be final. Both the protestor and the person to whom the contract was awarded shall have a right to present arguments to the City's Local Contract Review Board.

Part 2.0 - Bidding Forms

2.10 BID FORM

Offer

City Engineer
City of Cornelius
Public Works Department
1355 N. Barlow Street
Cornelius, OR 97113
terry.keyes@corneliusor.gov

The undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this bid are those named herein; that this bid is, in all respects, fair and without fraud; that it is made without collusion with any official of City of Cornelius, Oregon; and that the bid is made without any connection or collusion with any person making another bid on this contract.

THE UNDERSIGNED BIDDER FURTHER DECLARES: That the Bidder has read and thoroughly understands the bid documents governing the work embraced in this improvement and the method by which payment will be made for said work; that the Bidder has visited the site and made such investigation as is necessary to determine the character of the materials and conditions to be encountered in the work; that if this bid is accepted, the Bidder will contract with City of Cornelius, Oregon, for the construction of the proposed improvement in a form of contract herein outlined, and provide the necessary equipment, materials, tools, apparatus, and labor, as specified in conformance with the requirements of the contract, and at the prices established by this Agreement.

The Bidder further agrees that the Bidder has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data that it believes pertinent from the Engineer, City, and other sources in arriving at its conclusion.

THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

FIRST: To do any extra work and furnish other materials which cannot properly be classified under bid items, and to accept as full compensation therefore, such prices as may be determined according to the provisions of the Contract. See 00140.60 "Extra Work".

SECOND: That this bid is firm and shall not be withdrawn or revoked by the Bidder for a period of thirty (30) calendar days from the date of the bid opening and that within ten (10) calendar days from the date of the "Notice of Award" of this bid, to execute the Agreement, and to furnish City of Cornelius with satisfactory performance and payment bonds in the sum of the total amount of the contract guaranteeing the faithful performance of the work and payment of all bills.

THIRD: All work under this contract shall be substantially complete by June 30, 2022. The City Engineer may extend the completion dates if extraordinary conditions prevent completion by the date specified.

FOURTH: In compliance with ORS 279C.840 or 40 U.S.C. 276a and as part of this bid, the Bidder herein agrees that it shall be a condition of its bonds that in performing this contract it shall pay prevailing wages on this project in accordance with wage rates published by the State of Oregon BOLI for each job classification to each and every worker who may be employed in and about the performance of this contract. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, the City may retain from the monies due to the Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel this contract.

The contractor must submit certified payrolls for BOLI.

If certified payroll reports are not submitted as required, the City will withhold 25% of the amounts due the prime contractor. Should a first-tier subcontractor fail to submit their certified payroll as required, the prime contractor shall withhold 25% of the amounts due the first-tier subcontractor. Amounts withheld as described shall be paid within 14 calendar days of the receipt of the required certified payroll reports.

FIFTH: That all of the applicable provisions of Oregon law relating to public contracts (ORS Chapters 279A and 279C) and the City's Local Contract Review Board Rules are, by this reference, incorporated in and made a part of this bid.

SIXTH: It is agreed that if the Bidder revokes or withdraws its bid within the 7-day period following the bid opening date or if the Bidder is awarded the contract for the work herein proposed and shall fail or refuse to execute the contract and furnish the specified performance and payment bonds within seven (7) calendar days after receipt of notification of acceptance of its bid, then, in either of these events, the bid security deposited herewith according to the conditions of this Bid shall be forfeited to and retained by the City as liquidated damages in accordance with 00130.60; and it is agreed that the said sum is a fair measure of the amount of damages the City will sustain in case the Bidder shall so withdraw its bid or fail or refuse to execute the contract for the said work and to furnish the performance and payment bonds as specified in the Contract Documents. Bid security in the form of a cashier's or certified check drawn on a lending institution of Oregon shall be subject to the same requirements as a bid bond.

SEVENTH: Each Contractor for this project must have a \$30,000.00 "public works bond" on file with the Construction Contractor's Board. This bond is exclusively for unpaid wages determined due by BOLI. A sample copy of said bond has been included in Part 2 of this document.

Bid Schedule

In accordance with the provisions of the Oregon Standard Specifications for Construction, 2018 Edition, as modified by these bid documents, the undersigned Bidder submits the following Bid Schedule with the understanding that unit rates and prices are independent of quantities and that the City reserves the right to increase, decrease, or completely eliminate quantities as set forth in 00120.20. Also, the Bidder offers to do the work, whether quantities are changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate or price stated in the following Bid Schedule.

To obtain this bid schedule in digital format contact the Project Manager by email.

Abbreviations that may appear in the bid table:

AA	As Authorized
CYDS	Cubic Yards
EA	Each
AC	Acre
HR	Hour
LF	Linear Feet
LS	Lump Sum
TON	Tons
FT	Feet
SF	Square Foot
SYDS	Square Yards

In the bid schedule, some items are shown with quantities. If the quantity is one (1), the item should be bid as a lump sum. If another quantity is shown, it is an allowance of the amount of that line item that will be required for the project. If less of that item is utilized, the cost savings will be deducted from the bid at the unit cost. If the quantity used is greater than that shown, the amount over the allowance will be added to the contract.

2/24/2022 **BID SCHEDULE - Harleman Tennis Courts**

Bid No.	Bid Item Description	Units	Unit Price	Quantity	Total Amount
1	Construction Survey	LS		1	
2	Mobilization	LS		1	
3	Construction Entrance	EA		1	
4	Sediment Barrier	LF		560	
5	Erosion Control	LS		1	
6	Inlet Protection	EA		6	
7	Sawcut Asphalt	LS		1	
8	Asphalt Removal - remove and hauloff	SYDS		903	
9	General Excavation including Hauloff	CYDS		437	
10	Aggregate Base, 4" depth of 3/4"-0, place, grade, and compact	SYDS		1965	
11	Remove and Dispose of Existing Fencing	LS		1	
12	Remove and Dispose of Existing Light poles and bases	LS		1	
13	Remove and Dispose of Existing Tennis Court Netting & Posts	LS		1	
14	Expose and Cap Existing Irrigation Lines	LS		1	
15	4" Concrete Surface, 4000 psi (including #4 rebar)	SF		17420	
16	4" Concrete Sidewalk	SF		65	
17	Tennis Court Surfacing	SF		7332	
18	Turf Repair - apply hydroseed or by hand	LS		1	
19	Import Topsoil	CYDS		20	
20	10' High Chainlink Court Perimeter Fencing	FT		528	
21	7' Court Entrance Chainlinke Gate	EA		2	
22	Natural Structures Backless Bench (furnished and installed)	EA		2	
23	Tennis Court Net with posts (furnished and installed)	EA		2	
24	Tennis Court to Pickleball Net "Converters"	EA		2	
TOTAL					

Signature Page

The undersigned Bidder hereby represents that it (is ___ or is not ___) a "resident bidder" per ORS 279C.365 and ORS 279C.375. A "resident bidder" 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 whether the Bidder is a "resident bidder".

The undersigned Bidder is licensed by the Construction Contractor's Board in accordance with ORS 701.055. Bidder also should possess a business license from the City of Cornelius or a Portland Metro Regional business license.

The undersigned Bidder has carefully examined all bidding documents and addenda (if any) numbered _____ through _____ inclusive.

The undersigned Bidder hereby represents that this bid is made without connection to any person, firm, or corporation making a bid for the same project, and is in all respects fair and without collusion or fraud.

Accompanying this Bid is a bid security in the form of a certified check, cashier's check, or bid bond in the sum of at least ten (10) percent of the total bid, payable to City of Cornelius, Oregon, which is to be forfeited as liquidated damages in accordance with 00130.60.

In the event this Bid is accepted by the City and the undersigned fails to execute a satisfactory contract and bond in accordance with 00130.50, and after receiving written notice within ten (10) calendar days from the date of receipt of notification, the City may, at its option, declare that the undersigned has abandoned the contract and thereupon this Bid shall be returned to the undersigned.

Signature of Bidder

Company Name

Printed Name of Bidder

Street Address

Title

City, State, Zip code

Telephone Number

Federal Tax I.D. Number

Fax Number

CCB License Number

Email Address

Expiration Date

Dated this ____ day of _____, 2022

2.20 BID GUARANTY FORM

KNOW ALL PERSONS by these presents, that we _____
(Contractor), as principal and _____
(Surety), a corporation duly organized under the laws of the State of _____, having
its principal place of business at _____, and
authorized to do business in the State of Oregon, as surety, are held and firmly bound
unto City of Cornelius, Oregon, as obligee, in the full sum of ten (10) percent of the
total amount of the bid for the payment of which will and truly be made, we bind
ourselves, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

NOW, THEREFORE, as the principal named below is submitting an irrevocable
bid for the construction of "**Harleman Park Tennis Court Project**" as described in the
City of Cornelius Invitation to bid, and accompanying contract documents incorporated
by reference herein, and if said bid submitted by principal is accepted by City of
Cornelius and said principal fails to execute the contract and required performance and
payment bonds in accordance with 00130.50, then the Bid Guaranty shall immediately
be paid to City of Cornelius in accordance with 00130.60.

AND FURTHER, if the submitted Bid is accepted by City of Cornelius and said
principal shall enter into and execute the contract and shall furnish bonds as required
by City of Cornelius, Oregon, within the time fixed by the City, then this obligation shall
be void; otherwise, to remain in full force and effect for not less than thirty (30) calendar
days from the date of award, unless otherwise specified in the Special Provisions.

Signed and sealed this ____ day of _____, 2022.

By: Principal

Surety

COUNTERSIGNED:

By: Resident Agent

By: Attorney-In-Fact

2.30 FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

Project Name: **Harleman Park Tennis Court Project**

Bid Closing Date: **Mon., March 21, 2022** Bid Closing Time: **2:00 PM PDT**

Prime Contractor: _____ Contact Name: _____ Phone No.: _____

<i>Subcontractor Name and Address</i>	<i>Federal Tax ID Number</i>	<i>Dollar Value</i>	<i>Category of Work to be Performed by Subcontractor</i>

- Submit this form in a sealed envelope clearly marked "FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM" with the bidder's name and project name.
 - This list is to be completed and submitted no later than two work hours after the time bids are due.
 - If subcontractors subject to the requirement of subsection 00120.40(f) are not used in this project, indicate "NONE" on this form and submit.
- 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.**



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, 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 _____ day of _____, 20 _____

Surety by:

Principal by:

(Seal)
Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

Address

City State Zip

Part 3.0 - Contract Forms

3.10 CONTRACT

This contract, made and entered into by and between _____, herein-after called the "Contractor", and City of Cornelius, Oregon, a municipal corporation located in Washington County, Oregon, herein-after called the "City".

WITNESSETH:

WHEREAS, the Contractor has submitted the lowest acceptable bid to the City, and the contract has been awarded to the Contractor and parties hereto are desirous of entering into a contract for the performance of the said work.

NOW, THEREFORE, the Contractor and the City, for the consideration herein stated, agree as follows:

ARTICLE 1: The Contractor agrees to perform the work and furnish all the materials, labor, tools, and equipment for the construction of "**Harleman Park Tennis Courts Project**" in accordance with the bid made by the Contractor and these contract documents.

ARTICLE 2: The following documents together comprise the Contract Documents and are hereby made a part of this Contract Agreement:

- A. Addenda, if any - modifications incorporated into the documents before their execution.
- B. The "Oregon Standard Specifications for Construction", 2018 Edition, Oregon Department of Transportation (ODOT), Oregon Chapter of American Public Works Association (APWA), and modifications made by the Special Provisions.
- C. Plans and Drawings
- D. Volumes 1 and 2 of the Bid Documents including but not limited to:
 - 1. Bid Schedule and Bid forms, including:
 - a. Offer
 - b. Bid Schedule
 - c. Signature Page
 - d. Bid Guaranty
 - e. First-tier Subcontractors Disclosure Form

2. Contract Forms include:

- a. Contract Agreement
- b. Performance Bond
- c. Payment Bond

E. Other documents referred to in the contract documents are part of the contract by reference.

F. Change Orders and Price Agreements - duly issued contract modifications after the contract documents are executed.

ARTICLE 3: In consideration of the faithful performance of the work herein embraced, the City agrees to pay the Contractor such sum as shall be determined by the City, based upon quantities of work performed and in the manner set forth in these Contract Documents.

ARTICLE 4: The Contractor agrees that the work under this contract shall be completed within the contract time specified in Subsection 00180.50 of the Special Provisions herein. In the event the Contractor fails to complete work within the contract time or in the extended time agreed upon, liquidated damages shall be computed and paid as specified in, or as modified by the Special Provisions.

ARTICLE 5: The Contractor agrees to faithfully complete and perform all of the obligations of this Contract, shall make payment promptly as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor, or materials for the execution of the work provided for in this Contract or any part thereof; shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or subcontractors incurred in the performance of this Contract and pay all sums of money withheld from the employees of said Contractor and payable to the Department of Revenue pursuant to ORS 316.167; shall not permit any lien or claim to be filed; shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the Contractor has agreed to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, contract, or agreement for the purposes of providing or paying for such service; shall pay all other just debts, dues, and demands incurred in the performance of the Contract; and shall in all respects perform said Contract according to law.

ARTICLE 6: The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of one (1) year after the date of written acceptance of the work by the City and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.

ARTICLE 7: It is expressly understood that this Contract in all respects shall be governed by the laws of the United States of America, State of Oregon and the ordinances and regulations of the City of Cornelius.

ARTICLE 8: In the event of any action for any purpose to enforce the terms of this Contract, the losing party will pay the prevailing party, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney fees for the prosecution of said action, including appeal. Any action arising out of this Contract shall be brought in the City of Cornelius Municipal Court located in Washington County, Oregon, Circuit Court for Washington County, Oregon, or the Federal District Court for the State of Oregon, which courts shall have exclusive venue.

ARTICLE 9: The Contractor acknowledges, has read, and understands the insurance and indemnity provisions as covered in 00170 of the Oregon Standard Specifications for Construction, and agrees to abide by them.

ARTICLE 10: The Contractor shall herein agree to comply with ORS 279C.840 or 40 U.S.C. 276a by paying prevailing wages paid on this project which shall be in conformance with wage rates published by the State of Oregon BOLI for each job classification to each and every worker who may be employed in and about the performance of this contract.

ARTICLE 11: This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CONTRACTOR

CITY OF CORNELIUS

By: _____

Contractor

By: _____
Authorized Official Signature per 00130.50

Title: _____

Title: _____

Recording Secretary

Date: _____

Date: _____

3.20 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, _____
_____ by and through its corporate officials, doing business at

as principal, and

as surety, are jointly and severally held and bound unto City of Cornelius, in the sum of
\$ _____
for the payment of which we jointly and severally bind ourselves, our heirs, executors,
administrators, and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, with City of Cornelius for **Harleman Park Tennis Court Project** which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which are set out in said contract and all authorized modifications of the contract which increase the amount of the work and the amount of contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless City of Cornelius, its City Council, its officers, employees, and agents, against any 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 said contract by the said Contractor or his subcontractors and shall in all respects perform said contract according to law, this obligation is to be void, otherwise to remain to full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall City of Cornelius be obligated for the payment thereof.

Witness our hands this _____ day of _____, 2022.

Contractor

By _____
Authorized Official Signature

Title _____

By _____
Authorized Official Signature

Title _____

Surety

By _____
Attorney in Fact
(A Power of Attorney for the Attorney
in Fact must be attached to this bond)

By _____
Agent

Agent Phone Number

Surety's Seal
Must be affixed

3.30 PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, _____
_____ by and through its corporate officials, doing business at

as principal, and

_____ as surety, are jointly and severally held and bound unto City of Cornelius, in the sum of \$ _____

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, with City of Cornelius for **Harleman Park Tennis Court Project** which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications set out in said contract and all authorized modifications of the contract which increase the amount of the work and the amount of the contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution or amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay City of Cornelius, such damages as may accrue to the City under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall City of Cornelius be obligated for the payment thereof.

Witness our hands this _____ day of _____, 2022.

Contractor

By _____
Authorized Official Signature

Title _____

By _____
Authorized Official Signature

Title _____

Surety

By _____
Attorney in Fact
(A Power of Attorney for the Attorney
in Fact must be attached to this bond)

By _____
Agent

Agent Phone Number

Surety's Seal
Must be affixed