

BID FORM

City of Cottage Grove / City of Creswell
Street Chip Seal Projects
Cottage Grove, OR 97424

This bid is submitted to City of Cottage Grove, 400 E. Main Street, Cottage Grove, OR 97424.

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Construction Agreement with one or both Cities in the form included in the contract documents and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of bid security. This bid may not be amended or withdrawn and is subject to acceptance for forty (40) days after the date of bid opening. The successful bidder will sign the Construction Agreement included as part of the bid packet and submit the security and other documents required by the contract documents within ten (10) days after the date of City's Notice of Award.
3. In submitting this bid, bidder represents as more fully set forth in the Construction Agreement, that:

- (a) Bidder has examined copies of the contract documents and the following addenda:

Date: <u>N/A</u>	Number: <u>N/A</u>
Date: <u>N/A</u>	Number: <u>N/A</u>
Date: <u>N/A</u>	Number: <u>N/A</u>
Date: <u>N/A</u>	Number: <u>N/A</u>

and also copies of the advertisement or Invitation to Bid and Instructions to Bidders;

- (b) Bidder has examined the site and locality where the Work is to be performed, the applicable legal requirements (federal, state, and local, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of work, and has made such independent investigation as bidder deems necessary;
- (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or

solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or the City;

- (d) The City does not have to award any contract based on the bids submitted. Any award which the City makes will be on the basis of the lowest responsible bidder.

4. Bid Quantities and Specifications	Unit Price	Total
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Bidder will complete:

(a) the Cottage Grove ~~South River Road and East Main Street~~ Projects for: \$ 825,307.00 ;

(b) the Creswell ~~Emerald Parkway~~ Project for: \$ 99,470.00 ;

(c) both the Cottage Grove and Creswell Street Improvement Projects for: \$ \$924,777.00 , representing \$825,307.00 for Cottage Grove and \$99,470.00 for Creswell.

- 5. Bidder agrees to prepare the site and perform the labor necessary to complete one or both Street Improvement Projects which will be substantially completed in accordance with the plans and specifications attached hereto within 45 days of the receipt of the Notice to Proceed.
- 6. Bidder acknowledges that bidder has reviewed the provisions of the Construction Agreement as to liquidated damages which may be assessed in the event of failure to complete the Work on time and has considered those potential damages in formulating this bid.
- 7. The following documents are attached to and made a condition to the bid:
 - (a) Required bid security in the form of a bid bond or certified check in the amount of 10% of the total bid;
 - (b) Non-Collusion Affidavit;
 - (c) First-Tier Subcontractor Disclosure Form (attached to the bid or submitted to the City within two (2) hours after bid closing).

8. Bidder agrees and certifies as follows:


- (a) The provisions of ORS 279C.800 *et seq.*, relating to the prevailing wage rates, will be complied with;
- (b) Bidder is a resident of the State of Washington as defined in ORS 279A.120;
- (c) The provisions of ORS 305.385 relating to Oregon tax laws will be complied with;
- (d) Bidder has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any subcontracts required under this Contract, or against a business enterprise owner controlled by, or that employs, a disabled veteran as defined in ORS 408.225;
- (e) All employers, including bidder, that employ subject workers who work under the Construction Agreement shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Bidder shall ensure that each of its subcontractors complies with these requirements;
- (f) Bidder is registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055;
- (g) All subcontractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

9. Communications concerning this bid shall be addressed to:

Bidder: Sierra Santa Fe Corporation
P.O. Box 1058
Ridgefield, WA 98642

Submitted this 14th day of June, 2024.

Sierra Santa Fe Corporation
 (Corporate Name) (Company Name)
 (Corporate Seal, if any)

By:  David Zimmerly, Pres.
 (Name of person authorized to Sign, or Title)

Business Address: P.O. Box 1058
Ridgefield, WA 98642
 Phone: (360) 887-2222
 State of Incorporation: Washington
 Oregon Contractor Board No.: 144238

ATTEST:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

Secretary of bidding corporation

NON-COLLUSION AFFIDAVIT

STATE OF Washington)
) ss. City of Cottage Grove / City of Creswell (City)
) Street Improvement Project (Project)
County of Clark)

I state that I am David Zimmerly, President of Sierra Santa Fe Corporation and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been discussed with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) Sierra Santa Fe Corporation, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

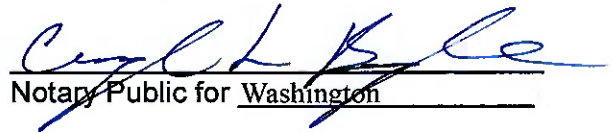
I state that Sierra Santa Fe Corporation understands and acknowledges that the above representations are material and important, and will be relied on by the Cities in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent

concealment from the Cities of the true facts relating to the submission of bids for this contract.

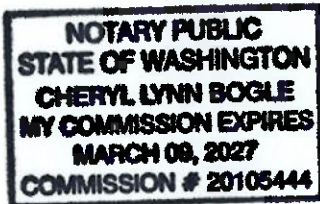


Name of Company: Sierra Santa Fe Corporation
Position: President

SIGNED and SWORN to before me this 14th day of June,
2024, by David Zimmerly.



Notary Public for Washington



FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

CITY OF COTTAGE GROVE, OREGON

STREET IMPROVEMENT PROJECTS

BIDS DUE: June 27, 2024, at 3:00 PM
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE: June 27, 2024, at 5:00 PM

Submitted by: Sierra Santa Fe Corporation

Address: P.O. Box 1058, Ridgefield, WA 98642

Date: 6/14/2024 Phone: (360) 887-2222

For projects with a contract value of more than \$100,000, this form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below, the "Name," "Dollar Value," and "Category of Work" of each subcontractor that:

- A. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
- B. Will have a contract value that is equal to or greater than five percent (5%) of the total project bid, but at least \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets as needed.

SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF	OR CCB NUMBER*
Albina/Armac		PMCRS-2H & PMRE	13 / 127428

*Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), any contractor or subcontractor must be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake, or submit a bid to do work" in the State of Oregon. Contractor registration "at the time the offer is made" is a matter of bid responsiveness under Cities' Rule 137-049-0230(1).

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

NOTE: Faxed copies of this form will not be accepted. For more information, please see the "Bidder's Checklist" and the "Instructions to Bidders"

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

Sierra Santa Fe Corporation (Contractor) is submitting a bid to Cities of Cottage Grove and Creswell] (Cities) pursuant to the Cities' advertisement for bids dated Friday, June 7, 2024.


Contractor certifies that, if it is awarded the contract, Contractor has the financial ability to obtain good and sufficient bonds in the forms attached, issued by a surety to the Cities, each in a sum equal to the amount of the bid providing for the faithful performance of the contract.

Contractor understands and agrees that if Contractor fails to provide either the required performance bond or payment bond, the Cities may reject the bid and the bid bond submitted with the bid may be forfeited.

The surety requested to issue the performance bond will be Merchants Bonding Company (Surety Company). Contractor authorizes Surety Company to disclose any information to City concerning Contractor's ability to supply a performance bond in the amount of the contract.

The surety requested to issue the payment bond will be Merchants Bonding Company (Surety Company). Contractor authorizes Surety Company to disclose any information to City concerning Contractor's ability to supply a payment bond in the amount of the contract.

Sierra Santa Fe Corporation
(Name of Contractor)

By: 
David Zimmerly, President



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR: *(Name, legal status and address)* **SURETY:** *(Name, legal status and principal place of business)*
 Sierra Santa Fe Corporation Merchants National Bonding, Inc.
 22806 NW 67th Ave 6700 Western Parkway
 Ridgefield, WA 98642 West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
 City of Cottage Grove
 400 E. Main St.
 Cottage Grove, OR 97424

BOND AMOUNT: \$
 Ten Percent of the Total Amount Bid— (10%)

PROJECT:
(Name, location or address, and Project number, if any)
 City of Cottage Grove / City of Creswell Street Chip Seal Projects

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

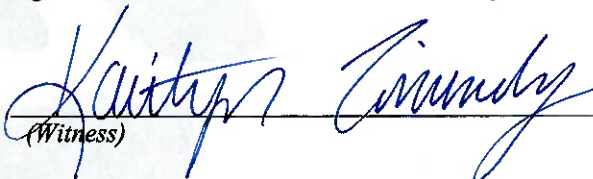
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

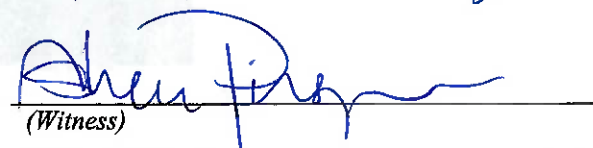
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June, 2024



 (Witness)

Sierra Santa Fe Corporation
 (Contractor as Principal) _____ (Seal)
 _____ PRES
 (Title)



 (Witness)

Merchants National Bonding, Inc.
 (Surety) _____ (Seal)

 (Title) Gloria Bruning
 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,

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Phillip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

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.

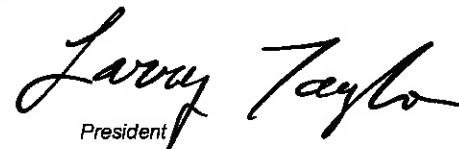
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

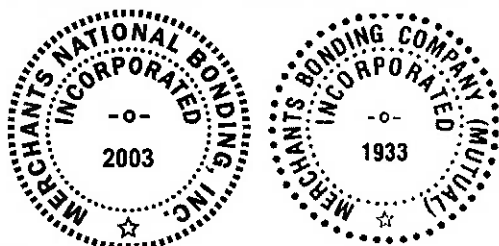
"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, 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 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 3rd day of February, 2024.

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 3rd day of February, 2024.

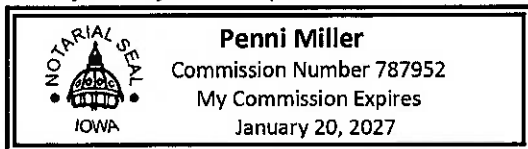
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

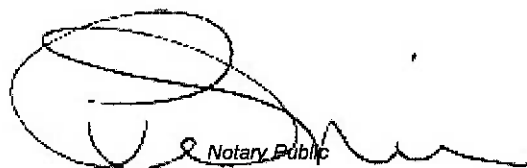


STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd 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.

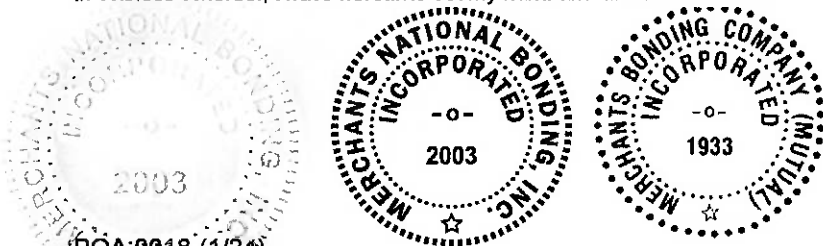


(Expiration of notary's commission does not invalidate this instrument)


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 11th day of June, 2024.




Secretary

POA 0018 (1/24)