

**SECTION 00 41 00**

**BID FORM**

**THE PROJECT AND THE PARTIES**

1.01 TO: Sherwood Urban Renewal Agency

A. Owner

1. Sherwood Urban Renewal Agency
2. 22560 SW Pine Street, Sherwood, OR 97140

B. \_\_\_\_\_ (Owner)

1. \_\_\_\_\_
2. \_\_\_\_\_

1.02 FOR: Sherwood Community Center

A. Project Number: 081107

1.03 DATE: 12/5/13 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name Emerick Construction Co.

1. Address 8850 SE Otty Rd
2. City, State, Zip Happy Valley, OR 97086

1.05 OFFER

A. Having examined the Place of the Work and all matters referred to in section 00 11 13 INVITATION TO BID and the contract documents prepared by Ankrom Moisan Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for a Sum of:

B. four million four hundred thirty nine thousand.  
\_\_\_\_\_ dollars (\$4,439,000), in  
lawful money of the United States of America.

C. We have included the required security Bid Bond as required by the Section 00 11 13 - Instruction to Bidders.

D. All applicable federal taxes are included and State of Oregon taxes are included in the Bid Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required Bid Bond shall be returned to the undersigned, in accordance with the provisions of Section 00 11 13 - Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 39 calendar weeks from Notice to Proceed.

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. 12.1% percent overhead and profit on the net cost of our own Work;
  - 2. 6% percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 0 of the overhead and profit percentage noted above.

1.09 ADDENDA

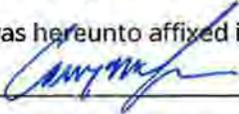
- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # 1 Dated Nov 15, 2013.
  - 2. Addendum # 2 Dated Nov 27, 2013.
  - 3. Addendum # 3 Dated Dec 3, 2013.

1.10 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
  - 1. Subcontractors: See Section 00 43 36 - First-Tier Subcontractors Disclosure Form.
  - 2. See Section 00 41 01 - Bid Schedule for Alternate and Unit Pricing,
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  - 1. Section 00 31 00 - Bid Statement, Including signed signature page.
  - 2. Section 00 41 01 - Bid Schedule.
  - 3. Section 00 43 04 - Bid Bond.
  - 4. Section 00 43 02 - Certification of Non-Collusion.
  - 5. Section 00 43 03 - Certification of Compliance with ORS 279C.840.
  - 6. Section 00 43 05 - Certification of Non-Discrimination.

7. Section 00 43 06 - Customer Service Acknowledgment.
8. Section 00 43 07 - Prequalification Acknowledgement.
9. Section 00 43 08 - Bidder Responsibility Form.
10. Section 00 43 09 - Contractor Prequalification.
11. Section 00 43 36 - First Tier Subcontractor Disclosure Form.
12. State of Oregon Statutory Public Works Bond.

1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Emerick Construction Co.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E.  , Corey Lohman, President
- F. (Authorized signing officer, Title)
- G. (Seal)
- H.  , Corey Lohman, President
- I. (Authorized signing officer, Title)

- 1.12 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF BID FORM**

**SECTION 00 31 10**

**BID STATEMENT**

**THE UNDERSIGNED BIDDER DECLARES:**

- 1.01 That Bidder has carefully examined and incorporates in this Bid, by this reference all documents included in the Bid Booklet of Contract Documents and Specifications for this job, which includes but is not limited to the Plans, Standard Specifications and Standard Drawings, Supplemental Specifications and Special Provisions, Addenda, Bid Schedule, Prevailing Wage Rates, Contract form, Bond forms, and Conditions of the Contract for:
- Sherwood Community Center .**
- A. That Bidder has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the material and the conditions to be encountered, independently of the indication on the plans; and that if the Proposal is accepted, Bidder will contract with the Sherwood Urban Renewal Agency (URA) as provided in the Contract form, will to the extent of this bid, provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all material and labor as specified, or called for by the Plans or as necessary to complete the work in the manner specified and in accordance with the requirements of the Engineer.
  - B. The undersigned has checked carefully all the bid schedule figures, and understands that the URA will not be responsible for any errors or omissions on the part of the undersigned in making this bid.
  - C. That Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Solicitation Documents. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that URA and Architect/Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
  - D. That Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work and which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - E. That Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.

- F. Bidder has given Architect/Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

1.02 OFFER

- A. The undersigned also agrees that Bidder will order all material and equipment included under this contract and will commence work within seven (7) days after receipt of Notice to Proceed and that Bidder will complete the work in all respects after commencement and will have the project completed by the date specified in section 00 41 00 BID FORM, paragraph 1.07 Project Time. That bidder will pay as liquidated damages to the City for any delay, the sum of Five Hundred and No/100 Dollars (\$500.00) per day for each Calendar Day required beyond that period.

- B. If this proposal should be accepted by the URA and the undersigned should fail to executed a satisfactory contract and bond within seven (7) days from the date of notification, then the URA may, as stated in the specifications, determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void, and the certified check, cashier's check or Bidder's bond accompanying this proposal shall be forfeited to and become the property of the URA. Otherwise, the certified check, cashier's check or Bidder's bond accompanying this proposal shall be returned to the undersigned.

- C. The full name and residence of all parties and persons interested in this bid as principals are as follows:

NAME	RESIDENCE
1. <u>Corey Lohman, President</u>	<u>1409 S Maple St. Canby, OR 97013</u>
2. <u>Larry Sitz, CEO</u>	<u>6443 SE Furnberg Milwaukie, OR 97222</u>

- D. The name and business address of the surety company which will furnish the required performance and payments bonds is

<u>Liberty Mutual</u>	<u>1001 4th Ave., Ste 1300</u>	<u>Seattle, Wa 98154</u>
(Name of Surety Company)	(Number and Street Address)	(City / State / Zip)

1.03 CERTIFICATE OF REGISTRATION

- A. All General and Specialty Construction Contractors must have a valid Certificate of Registration with the Construction Contractors Board/State Landscape Contractors Board in order to submit a Bid or offer to undertake any Construction Work in the State of Oregon (ORS 701.026/ORS 671.530).

1. REGISTRATION NO. 10723 EXPIRATION DATE 12/08/14

- B. Refer to section 00 43 09 CONTRACTOR PREQUALIFICATION for prequalification requirements.

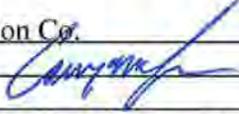
1.04 QUALIFICATIONS

- A. The undersigned Bidder acknowledges that the amount of damages URA might suffer by reason of a failure to complete the project by the Completion Date specified in section 00 41 00 BID FORM, paragraph 1.07 Project Time would be difficult or impossible to compute, and therefore agrees that the stipulated amount of liquidated damages set forth above for such delay is a fair and reasonable measure of damages, and therefore Bidder agrees that it will not contest such sum as being other than a true measure of damages in the event of a failure to complete the project by the stipulated Completion Date. Bidder hereby declares and agrees:
1. that this is a local public works project subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870, no bid will be considered without statement by the bidder that the bidder will comply with ORS 279C.838 or 279C.840;
  2. that Bidder is X is not \_\_\_ a Resident of Oregon Bidder, as defined by ORS 279A.120. "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;"
  3. that URA may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and the URA may reject for good cause all bids after finding that doing so is in the public interest;
  4. that no Bid will be considered unless the Bidder is registered with the Construction Contractors Board as required by OAR 137-049-230.
  5. that where asbestos abatement is required the abatement shall be done by Department of Environmental Quality licensed contractor (ORS 468A.720) and the abatement shall be performed in conformity with DEQ and OSHA regulations and other standards related to work place safety;
  6. that Bidder shall comply with and cause its subcontractors to comply with all applicable provisions of federal, state and local statutes, ordinances, rules and regulations;
  7. Refer to section 00 43 09 CONTRACTOR PREQUALIFICATION for prequalification requirements.
  8. that each Bidder must provide certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
  9. that Bidder must also possess either a Metro license or a City of Sherwood business license at the time of construction.
  10. that all principal individuals in your organization assigned to the project (superintendent, project manager, and/or lead on-site contact) shall be listed on the Bidder Responsibility Form submitted to the URA. Any personnel changes during the Project must be preceded by the submittal of the new individual's experience, and written acceptance by the URA, as required on the Bidder Responsibility Form.

1.05 BID FORM SIGNATURE(S)

- A. This bid is incomplete and shall not be considered unless there is attached hereto a signed and dated complete original of each of the following: Bid Statement, Bid Schedule, First-Tier Subcontractor Disclosure Form, a Certified Check, Cashier's Check or Bid Bond, Certification of Non-collusion, Certification of Compliance with ORS 279C.840, Certification of Asbestos Abatement, Certification of Non-Discrimination, Customer Service Acknowledgement, Prequalification Acknowledgment, Bidder Responsibility Form and all applicable Addenda.

Submitted By:

1. Name of Bidder: Emerick Construction Co.
2. Signature of Authorized Agent: 
3. Title: President
4. Business Address of Bidder: 8850 SE Otty Rd., Happy Valley, OR 97086
5. Phone Number: 503-777-5531
6. Date: 12/5/13

**END OF SECTION**

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Emerick Construction Co. (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Massachusetts as Surety, hereinafter called the Surety, are held and firmly bound unto City of Sherwood, 22560 SW Pine Street, Sherwood, OR 97140 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid \* \* \*

\* \* \* \* \* Dollars (\$ 10% of Bid ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project) Sherwood Community Center

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 2nd day of December 2013

Shannon Devereaux (Witness)

Emerick Construction Co. (Principal) (Seal) Corey M. Lohman (Title) President

Jill Baranello (Witness)

Liberty Mutual Insurance Company (Surety) (Seal) Stacy A. Flynn (Title) Attorney-in-Fact

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. \_\_\_\_\_

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Liberty Mutual Insurance Company  
Peerless Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **BRETT R. BAUER, MICHAEL R. BENNISON, GARY P. MCCANN, STACY A. FLYNN, KENNETH L. DE LOOZE, DEBRA FRABEL,** .....

all of the city of PORTLAND, state of OREGON each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of February, 2012.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
Peerless Insurance Company  
West American Insurance Company

By: *Gregory W. Davenport*  
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss  
COUNTY OF KING

On this 16th day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of December, 2013.



By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**SECTION 00 43 02**

**CERTIFICATION OF NON-COLLUSION**

**PROJECT NAME: SHERWOOD COMMUNITY CENTER**

1.01 SHERWOOD COMMUNITY CENTER PROJECT

A. TO: SHERWOOD URBAN RENEWAL AGENCY, A MUNICIPAL CORPORATION OF THE STATE OF OREGON

B. STATE OF OREGON

C. COUNTY OF WASHINGTON ) ss  
Emerick Construction Company

1. (Bidder's Firm Name)

D. I, the undersigned, as [circle one]:

1. sole owner
2. a partner
3. officer of the foregoing corporation
4. agent of the above bidder

E. being first duly sworn on oath, depose and say:

1. That the attached bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the invitation to bid, designed to limit independent bidding or competition.
2. The contents of the bid herein presented and made have not been communicated by the bidder or (his) (their) or (its) employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
3. I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

F. I have read and understood the Bid Booklet and the Specifications for the attached Bid.

1. Signature *Corey Lohman* Corey Lohman
2. Title President

G. Subscribed and sworn before me this 5<sup>th</sup> day of December, 2013

H. My commission expires: 3-2-17 *Gretchen Ludwig*

1. Notary Public for Oregon

**END OF SECTION**



**SECTION 00 43 03**  
**CERTIFICATION OF COMPLIANCE WITH ORS 279C.840**  
**(PREVAILING WAGES)**  
FOR

- 1.01 Project Name: SHERWOOD COMMUNITY CENTER.
- A. Owner: SHERWOOD URBAN RENEWAL AGENCY
- 1.02 The undersigned confirms that the provisions of ORS 279C.840 shall be complied with for personnel working on this project.
- 1.03 A copy of the Prevailing Wage Rates is available on-line at the Bureau of Labor and Industries website at:
- A. [www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_oregon\\_2013.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_oregon_2013.aspx)
- 1.04 When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.
- A. Date: 12/5/13
- B. Signature of Bidder:  Corey Lohman
- C. Title: President
- D. Business Name: Emerick Construction Company

**END OF SECTION**

**SECTION 00 43 05**

**CERTIFICATION OF NON-DISCRIMINATION**

**CERTIFICATION OF NON-DISCRIMINATION**

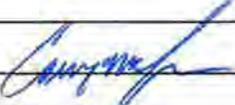
1.01 REGULATIONS: [ORS 279A.110(4) & OAR 137-049-0440(3)]

A. FOR

1. Project Name: Sherwood Urban Renewal Agency
2. Sherwood Community Center Project \_\_\_\_\_.

1.02 The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

A. Date: 12/5/13

B. Signature of Bidder:  \_\_\_\_\_ Corey Lohman

C. Title: President

D. Business Name: Emerick Construction Company

**END OF SECTION**

**SECTION 00 43 06**

**CUSTOMER SERVICE ACKNOWLEDGMENT**

**CUSTOMER SERVICE ACKNOWLEDGMENT**

1.01 FOR

- A. Owner: Sherwood Urban Renewal Agency (URA).
- B. Project Name: Sherwood Community Center.

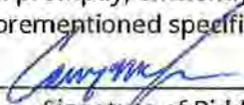
1.02 Bid Closing Date/Time: Thursday, December 5, 2013, 10:00 AM (PST)

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms.

1.03 Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications, including but not limited to the following sections of Division Four – Special Provisions, relating to customer service. These sections include, but are not limited to, the sections listed below:

- A. Section 00160, Source of Materials
- B. Section 00180.40, Limitation of Operations
- C. Section 00225, Work Zone Traffic Control

1.04 Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the URA that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.

A.	 _____ Signature of Bidder	President _____ Title
B.	<u>Emerick Construction Company</u> Name of Firm	<u>12/5/13</u> Date

**END OF SECTION**

**SECTION 00 43 07**

**PREQUALIFICATION ACKNOWLEDGMENT**

**PREQUALIFICATION ACKNOWLEDGMENT**

1.01 FOR

A. Project Name: Sherwood Community Center.

1.02 The undersigned confirms that the Bidder has complied with the Contractor Prequalification conditions and forms in the Contract Documents and with Section 00 43 09 - CONTRACTOR PREQUALIFICATIONS.

A. Date: 12/5/13

B. Signature of Bidder:  Corey Lohman

C. Title: President

D. Business Name: Emerick Construction Company

**END OF SECTION**

**SECTION 00 43 08**  
**BIDDER RESPONSIBILITY FORM**

**PROJECT**

1.01 Project Name: Sherwood Community Center.

1.02 All information shall be typed or printed legibly.

Note: Information provided in this form is part of the inquiry concerning bidder responsibility, and this form must be submitted with the other proposal forms.

**PART A**

2.01 Submitted by: Larry Sitz 12/5/2013

A. Signature Larry Sitz Date

2.02 Name (print): Larry Sitz

2.03 Name of Firm: Emerick Construction Company

A. Address: 8850 SE Otty Road, happy Valley, Oregon 97086

B. Phone: 503-777-5531

C. Fax: 503-771-2933

2.04 PART A - QUESTIONS

A. How many years has your organization done business as a General Contractor under the present business name? 70 years

1. How many years under (a) different name(s)? N/A
2. List different names, if any, and dates of operation: N/A

B. How many years has your organization been in business under its present business name? 70 years

1. How many years under (a) different name(s)? N/A
2. List different names, if any, and dates of operation: N/A

2.05 PART B QUESTIONS - Complete the appropriate Portion Below

A. Bidder is an INDIVIDUAL:

1. Name of individual: N/A
2. Doing Business as: \_\_\_\_\_

B. Bidder is a CORPORATION:

1. Name of Corporation as registered with the state of Oregon: Emerick Construction Company
2. Date of Incorporation: 6/27/1956 State of Incorporation: Oregon
3. Name of President: Corey M. Lohman
4. Name of Secretary: Corey M. Lohman
5. Name of Treasurer: Corey M. Lohman

6. Name of Manager: Larry Sitz, CEO

C. Bidder is a LIMITED PARTNERSHIP:

1. Name of Limited Partnership as registered with the state of Oregon:
2. Name of persons or parties composing the Limited Partnership (indicate whether an individual or corporation):

D. Bidder is a GENERAL PARTNERSHIP:

1. Name of General Partnership as registered with the state of Oregon:  
N/A
2. Name of persons or parties composing the General Partnership (indicate whether an individual or corporation):  
N/A

E. Bidder is a JOINT VENTURE:

1. Name of Joint Venture as registered with the state of Oregon: N/A
  2. Name of persons or parties composing the Joint Venture (indicate whether an individual or corporation): N/A
- N/A

2.06 PART C QUESTIONS

A. What percent of the work do you normally perform with you own forces? 20%

1. List Trades directly employed by you:
2. Carpentry and Cabinetry
3. Minor wall patching, framing, painting
4. Acoustical ceilings
5. Concrete
6. Window treatments
7. Doors/Frames/Hardware
8. Soft demolition
9. \_\_\_\_\_

B. List the Construction Equipment you own or lease long-term:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

- 1 – Tilt Trialer – Goose Neck
- 9 – Large Project Trialers
- 10 – Automobiles
- 1 – Van
- 1 – 1 Ton Diesel with Tilt Bed
- 15 – ½ Ton Trucks
- 2 – 1 Ton Trucks
- 3 – Electric Welders
- 1 – Polaris Ranger 4WD Off-Road
- 1 – Compactor
- 1 – Bobcat
- 1 – Gradall Forklift
- 1 – Gradall Forklift
- 1 – Case Forklift
- In addition to Miscellaneous Power Tools, Saws, Drills, Scaffolding, Generators, etc.
- 1 – Tilt Trialer – Goose Neck
- 9 – Large Project Trialers
- 10 – Automobiles
- 1 – Van

8. \_\_\_\_\_

C. Have you ever failed to complete any work awarded to you?

1. (Answer yes or no): No

2. If so, indicate when, where, and why:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

D. Have you ever defaulted on a contract? No

1. (Answer yes or no): No

2. If so, indicate when, where, and why:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

3. What result: Lawsuit? Judgment? Arbitration? Settled? Other?

Circle the one that most applies

4. If other, explain:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

5. Are there currently any unpaid judgments against the business or any of its principals? No

(Answer yes or no)

a. If so, describe:

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

E. Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? No

(Answer yes or no)

1. If so, describe:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. List major construction projects your organization currently has under contract as the general contractor:

1. Project name: Lower Columbia College health and Science Building

a. City / Contact Name & phone #:  
1600 Maple Street, Longview WA 98632 (360) 442-2201

b. Architect/Engineer: Leavengood Architects

c. Contract Amount / Contract Date: \$23.5 Million, 06/ 21/2012

d. % Complete / Schedule Complete: 80%, 3/14/2014

2. Project name: Portland Emergency Coordination Center
    - a. City / Contact Name & phone #: 1120 SW 5th Ave, Portland, OR 97204 (503) 823-53548
    - b. Architect/Engineer: MWA Architects
    - c. Contract Amount / Contract Date: \$11,829,324.00, 4/2/2012
    - d. % Complete / Schedule Complete: 95%, 12/01/2013
  3. Project name: BIA Chemawa Indian School Natatorium Renovations
    - a. City / Contact Name & phone #: 911 NE 11th Ave, Portland OR 97232 (503) 231-2279
    - b. Architect/Engineer: Oh Planning and Design
    - c. Contract Amount / Contract Date: \$2.8 Million, 09/03/2013
    - d. % Complete / Schedule Complete: 5%, 6/30/2014
  4. **Add additional sheets listing projects as required** See additional sheet.
- G. Refer to Section 00 43 09 - CONTRACTOR PREQUALIFICATIONS for prequalification requirements.
- H. List the construction experience of the principal individuals in your Organization; which ones will be assigned to this project (including the percentage of their time to be assigned to this project):
1. Individual's Name: Corey M. Lohman
    - a. Construction experience - years: 13 years
    - b. Present position & years with organization: President, 13 years
    - c. Percentage of individual's time to be assigned to project: 5%
  2. Individual's Name: Larry Sitz
    - a. Construction experience - years: 39 years
    - b. Present position & years with organization: Chief Executive Officer
    - c. Percentage of individual's time to be assigned to project: 0%
  3. Individual's Name: N/A
    - a. Construction experience - years: \_\_\_\_\_
    - b. Present position & years with organization: \_\_\_\_\_
    - c. Percentage of individual's time to be assigned to project: \_\_\_\_\_
  4. Have any of the principal individuals in your Organization been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property? No  
(Answer yes or no)
    - a. If so, describe circumstances below:  
N/A
  5. \_\_\_\_\_
  6. Have any of the principal individuals in your Organization been the subject to a civil judgment for fraud? No  
(Answer yes or no)
    - a. If so, describe circumstances below:  
N/A

I. **Bank References:**

1. Washington Trust Bank, Contact: Gisel Hillner, [503] 778-7070
2. AKT, LLP, Agent: Joe Schneid, LLP, CPA, [503] 620-4489
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

J. **Trade References:**

1. Oregon Electric Group, Keith Knight, (503) 234 9900
2. ABC Roofing Co., Greg Bolt, (503) 786-0611
3. Team Electric, Mike Trusheim, (503) 557-7180
4. Rubenstein's Contract Carpet, LLC, Pete Kingsberry, 503-224-1007,
5. Harlen's Drywall Company, Inc., Brian Deans, 503-228-1883
6. \_\_\_\_\_

K. **List names of Bonding and Insurance Companies, name and address of agents, and maximum bonding capacity.**

- capacity. Liberty Mutual Surety, Agent: Marianne Paine, AFSB, 206] 473-4342 \$80 Million  
1001 4th Ave, Ste 1300, Seattle, WA 98154
- CNA Insurance, Agent: Woodruff Sawyer, Gary McCann  
1001 SW 5th Ave, Ste 1000, Portland, OR 97204

1. **What portion remains on this Bonding Capacity at the time of submittal of the Bid?** \$45 Million

2.07 **The bidder agrees to furnish, upon request by the URA, within 5-days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:**

- A. **Current assets: (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.**
- B. **Current liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).**

2.08 **Date of statement or balance sheet:** 12/31/2013

2.09 **Name of firm preparing statement:** AKT, LLP [503] 620-4489

A. **By:** Agent: Joe Schneid, LLP, CPA

2.10 **Bidder's Initials:** 

2.11 **Bid Closing: Date:** 12/05/2013 **Time:** 10:00am **AM**  **PM** \_\_\_\_\_

**END OF SECTION**

**Emerick Construction Company  
Current Projects**

11/26/13

Project	Disc Narrative	LEED® Status / Essential Facility	City of Portland Work Classes	Prime / Sub / JV	Location	Final Contract	Anticipated Completion	Owner	Owner Contact	Owner Street Address	Owner City	Owner State	Owner Zip	Owner Phone	A/E	A/E Contact	A/E Phone	% of cost self performed
<b>BIA Chemawa Indian School Natatorium Renovations</b>	Major structural, swimming pool, mechanical & electrical renovations at the Natatorium building		19, 20	Prime	Salem, OR	\$2.8M	6/30/14	Bureau of Indian Affairs	Kevin Kelly	911 NE 11th Ave.	Portland	OR	97232	503-231-2279	Oh Planning and Design	Deb France	(503) 280-8000 # 121	
<b>Lower Columbia Science and Health</b>	It is a three story, poured-in-place concrete and steel structure with a lot of high end interior finishes. It has an emphasis on the Sciences, obviously, and therefore has a lot of laboratories and specialty equipment, along with two larger lecture halls with sloped, stadium-type seating. The main level floor is terrazzo. There is a lot of wood panel walls & ceilings.	*	19, 20	Prime	Longview, WA	\$23.5M	3/14/14	Lower Columbia College	Nolan Wheeler	1600 Maple Street	Longview	WA	98632	360-442-2201	Leavengood Architects	Andy Rovelstad	206-323-9901	6%
<b>Wells Fargo 2012 Service</b>	On-call Service provider for all branches in Oregon & Washington		19, 20	Prime	Oregon	\$627K	12/12/14	Wells Fargo	Chris Morris	1300 SW Fifth Ave	Portland	OR	97204	503-886-3160	N/A	N/A	N/A	75%
<b>Bank of the West 2012 Service</b>	On-call Service provider for all branches in Oregon & Washington		19, 20	Prime	Oregon	\$164K	12/12/14	Bank of the West	Art Cisneros	401 SW Fifth Ave	Portland	OR	97204	503-225-1724	N/A	N/A	N/A	75%
<b>Umpqua Bank Service</b>	On-call Service provider for all branches in Oregon & Washington		19, 20	Prime	Oregon	\$269K	12/12/14	Umpqua Bank	Angie Yaklich	20085 NW Tanasbourne Drive	Hillsboro	OR	97124	503-268-6605	N/A	N/A	N/A	75%
<b>Emergency Coordinator Center</b>	Construction of a new two story 28,540sf structural steel building that will function as an Emergency Coordination Center for the City of Portland.	Leed Gold	19, 20	Prime	Portland	\$11,829,324.00	11/25/13	City of Portland	Jim Coker	1120 SW Fifth Ave	Portland	OR	97204	503-823-5348	Michael Willis Architects	Josh Stein	503-973-5151	18%
<b>Tough Mudder Courses (5)</b>	Complete site layout for 5 locations in the Western Region US. Extreme obstacle course, with elements built. Excavating, water, electrical elements.		19, 20	Prime	Oregon, Nevada, California, Washington	\$1.5M	10/6/13	Tough Mudder	Lina Ortega	63 Pearl Street, #221	New York	NY	11201	718-285-0521	Lockridge Engineering, LLC	www.lockridge1@gmail.com	610-704-6676	76%
<b>Parkrose Russell Academy - Multi Purpose Addition</b>	Upgrade to the interior sections of the school, addition to multi-purpose room.		19, 20	Prime	Portland	\$1.8M	11/1/13	Parkrose School District	Scott Wood	10636 NE Prescott St	Portland	OR	97220	503-408-2131	DOWA, Architects	Dan Hess	(503) 226-6950	15%
<b>Parkrose Shaver - Multi-Purpose Addition &amp; Re-Roof</b>	Upgrade to the interior sections of the school, re-roofing, addition to multi-purpose room.		19, 20	Prime	Portland	\$2.2M	11/1/13	Parkrose School District	Scott Wood	10636 NE Prescott St	Portland	OR	97220	503-408-2131	DOWA, Architects	Dan Hess	(503) 226-6950	12%
<b>Parkrose High School Improvements</b>	Upgrades to systems and roof		19, 20	Prime	Portland		11/1/13	Parkrose School District	Scott Wood	10636 NE Prescott St	Portland	OR	97220	503-408-2131	DOWA, Architects	Dan Hess	(503) 226-6950	10%
<b>TFFD Building 51</b>	Seismic roof upgrades, new dormitory rooms, building addition, electrical upgrades, architectural upgrades		19, 20	Prime	Portland	\$1,439,813.96	10/14/13	TVFR	Sioban Kirk	11945 SW 70th Ave	Tigard	OR	97223	503-259-1219	Hennebery Eddy Architects, Inc.	Michelle Vo	(503) 227-4860	TBD
<b>TFFD Building 52</b>	Seismic roof upgrades, new dormitory rooms, electrical upgrades, architectural upgrades		19, 20	Prime	Portland	\$849,010.53	9/14/13	TVFR	Sioban Kirk	11945 SW 70th Ave	Tigard	OR	97223	503-259-1219	Hennebery Eddy Architects, Inc.	Michelle Vo	(503) 227-4860	TBD
<b>PCC Swan Island Cascadia</b>	Seismic roof upgrades, remodel of existing structure and framing / roofing of new building addition.			Sub	Portland	\$317,484.00	3/14/13	Portland Community College	JeDunn - Casey Hunter	437 N. Columbia Blvd.	Portland	OR	97217	503-360-7451	Waterleaf	Tony Tranquilli	(503) 228-7571	100%
<b>Santiam Hospital, RM 204 &amp; 319</b>	Floor slab remediation			Prime	Portland	\$97,639.00	TBD	Santiam Hospital	Paul Hartman	1401 N 10TH Ave.	Stayton	OR	97383	503-769-2175	OTAK	Douglas Sarkkinen	(360) 960-9421	15%
All Projects were bonded through Continental Casualty Co.																		
Updated 11/18/2013 By Samantha																		



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

REC'D

JAN 13 2006  
SURETY COPY

Surety bond #: 929387280 CCB # (if applicable): \_\_\_\_\_

We, Emerick Construction Co., as principal, and Western Surety Company, 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 1st day of January, 2006

Surety by:  
Western Surety Company (Seal)  
*Company Name*

Principal by:  
Emerick Construction Co.  
*Name*

Signature Stacy A. Flynn

Signature

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

Title  
8850 SE Otty Road  
*Address*  
Portland, OR 97266  
*City State Zip*

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kenneth L De Looze, Brett R Bauer, Stacy A Flynn, Alpha J Robinson, Individually**

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 31th day of March, 2004.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

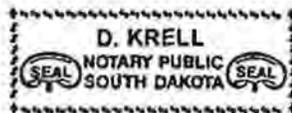
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 31th day of March, 2004, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2006



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of January, 2006.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SECTION 00 41 01  
BID SCHEDULE - PART A

PARTICULARS

- 1.01 The following is a Cost Breakdown referenced in the bid submitted by:
- 1.02 (Bidder) Emerick Construction Co.
- 1.03 TO (Owner)..... Sherwood Urban Renewal Agency
- 1.04 Dated 12/5/13 and which is an integral part of the Bid Form.

ITEM DESCRIPTIONS

2.01 DIVISION 01 - ALTERNATES

A. Alternate and Unit Pricing (Bid Schedule - Part A) is Due at 2:00 PM, Dec 5, 2013 with submittal of First Tier Disclosure.

- 1. Alternate 1  
\$ 124,416.00 +
- 2. Alternate 2  
\$ 81,058.00 +
- 3. Alternate 3  
\$ <5,164>.00 (-)
- 4. Alternate 4  
\$ 23,825.00 +
- 5. Alternate 5  
\$ 43,985.00 +
- 6. Alternate 6  
\$ Ø
- 7. Alternate 7  
\$ 12,413.00 +

B. Unit Prices:

- 1. Base Bid (per Section 01 23 00 Alternates, Alternate #4): 2,300 cu. Yards of undocumented fill removal and replacement with structural fill:
  - a. Unit Price for additional excavation and fill: \$ 42/cy
  - b. Unit Price deduction for excavation and fill: \$ 36/cy
- 2. Base Bid: 30 cu. Yards of contaminated media removal and disposal per the Contaminated Media Management Plan:
  - a. Unit Price for additional contaminated media removal and disposal: \$ 132.00
  - b. Unit Price deduction for contaminated media removal and disposal: \$ 110.00

2.02 DIVISIONS 03-33 Bid Schedule - Part B, is due at 12:00 PM (PST), Dec 6, 2013.

END OF SECTION

**SECTION 00 43 36**  
**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**(OAR 137-049-0360)**

1.01 Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

1.02 PROJECT NAME: Sherwood Community Center Project.

1.03 BID CLOSING: Date: December 5, 2013 Time: 10:00 AM (PST)

1.04 FIRST-TIER DISCLOSURE: Date: December 5, 2013 Time: 2:00 PM (PST)

- A. Deliver Form To (Agency): Sherwood Urban Renewal Agency
- B. Designated Recipient (Person): Bob Galati, P.E., City Engineer Phone #: 503-925-2303
- C. Agency's Address: City of Sherwood, City Hall
  - 1. 22560 SW Pine Street
  - 2. Sherwood, OR 97140

1.05 INSTRUCTIONS:

- A. The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.
- B. Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See Section 00 11 13 - INVITATION TO BID.
- C. List below the Name, Category of Work and Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

1.06 BIDDER LIST:

A.	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	KRAFT MASONRY	MASONRY	\$ 289,968.00
2.	Robert Lloyd	-	\$ -
3.	SHEET METAL	HVAC	\$ 295,000.00
4.	K & E	EXCAVATION	\$ 269,185.00
5.	PORTLAND ELECTRIC	ELECTRIC	\$ 847,688.00
6.			\$
7.			\$

8.	_____	_____	\$ _____
9.	_____	_____	\$ _____
10.	_____	_____	\$ _____
11.	_____	_____	\$ _____
12.	_____	_____	\$ _____
13.	_____	_____	\$ _____
14.	_____	_____	\$ _____
15.	_____	_____	\$ _____

1.07 BIDDER DISCLOSURE:

- A. The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:
  - 1. 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above] or;
  - 2. \$350,000 regardless of the percentage of the total Contract Price.
- B. Form Submitted By (Bidder Name): Emerick Construction Co.
- C. Contact Name: Corey Lohman, President Phone #: 503-777-5531

**END OF SECTION**

**City of  
Sherwood  
Request for  
Contractor Prequalification**

**SHERWOOD COMMUNITY CENTER PROJECT**

**Closing Date & Time  
December 5th, 2013 10:00 AM  
(Pacific Standard Time)**

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### Attachments

Affidavit.....	Attachment A
Forms 1-2.....	Attachment B
ADVANCE Plans and Specifications Sherwood Community Center Bid Set dated November 12, 2013.....	Attachment C

## INTRODUCTION

- A. The Sherwood Urban Renewal Agency (URA) is conducting a Contractor Prequalification (see OAR 125-249-0220 and OAR 137-049-0220) for Contractors desiring to bid on the Sherwood Community Center Project located at 22832 Washington Street, Sherwood, Oregon ("the Project"). The Project is scheduled for bid opening on December 5, 2013. Prospective bidders will be referred to as "Contractor" or "Contractors" throughout this Contractor Prequalification Packet.
- B. The Contractor prequalification qualifies the Contractor, but only for the team, including subcontractors and individuals who were used to meet the Contractor prequalification requirements. In other words, the Contractor team used to meet these requirements, and only that team, is so prequalified. Therefore, any subcontractors or individuals who were used to enable the Contractor to meet the prequalification requirements will be required to perform those functions in the performance of work on the proposed project if Contractor is awarded a contract for the Project.
- C. The purpose of the Project is the complete new community center.
- D. Please refer to **Attachment C: "ADVANCE Plans and Specifications"**, for detailed technical information for the Project.

## Section 1: Contractor Prequalification Submittal Requirements and Closing Date

- 1.1 Contractors must submit the following Contractor prequalification forms: Attachment A: Affidavit, Attachment B: Forms 1 – 2; and meet the requirements identified in these instructions. Attachment A, Attachment B, and the bid for construction cost of the project will hereinafter be referred to as the "Submittal".
- 1.2 **The Bid Form 00 41 00 is due no later than 10:00am (Pacific Standard Time), Thursday December 5, 2013. Sections 00 41 00 Bid Schedule – Part A, 00 43 09 Contractor Prequalification, and 00 43 36 First-Tier Subcontractor Disclosure Form must be received no later than 2:00 p.m. (Pacific Standard Time), Thursday, December 5, 2013. Contractors are requested to submit 4 copies. Bids will be opened at 3:00 pm (Pacific Standard Time), Thursday December 5, 2013. Section 00 41 01.01 Bid Schedule – Part B is due no later than 12:00pm, Friday December 6, 2013. Submittals must be received and date/time stamped by the URA, Sherwood, Oregon prior to the Closing date/time. Facsimile Submittals will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the Submittal as non-responsive.**
- 1.3 **Late Submittals will not be accepted.** Sherwood Urban Renewal Agency (URA) will not be responsible for errors or delays of Submittals.
- 1.4 Submittals must be addressed to:

**URA  
Attn: Bob Galati  
22560 SW Pine St.**

**Sherwood, OR 97140**  
**503-925-2309**  
**E-mail: galatib@sherwoodoregon.gov**

## **Section 2: Questions**

- 2.1 All questions that a Contractor may have when filling out the Contractor prequalification forms must be directed **in writing** either by email or hard copy to Bob Galati at the above address no later than 5:00 p.m. (Pacific), Wednesday, November 27<sup>th</sup>, 2013. Answers to questions specific to the Project will be published in local plan centers in an addendum.

## **Section 3: Scope of Work**

Please refer to **Attachment C: ADVANCE Plans and Specifications** for the Project.

## **Section 4: Contractor Prequalification Submittal Contents**

- 4.1 **Attachment A - Affidavit.**
- 4.2 **Attachment B - Forms 1 - 2 and all required attachments** (as further described in Section 5: Specific Instructions).
- **Form 1, Prime Contractor Experience** and identification of the On-Site Superintendent.
  - **Form 2, Quality Critical Element (QCE 1, 2, 3, and 4) experience.** Experience may be that of the Prime Contractor or proposed subcontractor for the Project.
- 4.3 The Contractor must demonstrate experience and commit to the availability of key, skilled personnel necessary to complete the entire scope of work required for the Project. The following instructions reflect the minimum qualifications regarding experience and personnel needed to comply with the Pass/Fail criteria.
- 4.4 Submittals that do not comply with the criteria identified in these instructions will be considered to have failed and the submitting Contractor will become ineligible. **All required information must be included in the Submittals.**
- 4.5 **Every blank on every form of the Submittal must be filled in.** If the information that is being requested is not applicable (N/A) to these projects, fill in the appropriate blank by entering N/A and explain why Contractor believes it is not applicable.
- 4.6 If the Submittal has been turned in prior to the deadline and an error has been found by the submitting Contractor, the Contractor may fix the error by submitting a revised Submittal no later than **10:00 a.m. (Pacific), Thursday, December 5<sup>th</sup>, 2013.**
- 4.7 All projects submitted as qualifying experience must be completed in their entirety (i.e. no partially completed projects, even if phases containing qualifying work have been completed) and accepted by the project owner 30 days prior to the Submittal close date of December 5<sup>th</sup>, 2013. Acceptance by the project owner shall mean final acceptance upon completion of **all** work on the projects.

- 4.8 Each project submitted as qualifying experience must be supported by at least one attached document showing the project qualifies. Contractor may submit more than one attachment for each project so long as the information on at least one attachment meets the requirements to pass.
- 4.9 After bid opening but prior to execution of the Contract, the URA will require confirmation from the successful Contractor that the prequalified individuals and subcontractors identified in the Contractor's Submittal that met the QCE criteria under the Contractor prequalification requirements remain available to the Contractor for the Project. If one or more of those individuals or subcontractors are no longer available, and there was not an alternate submitted and approved as qualified, the Contractor's bid will be rejected. Contractor has 30 days to submit replacements.
- 4.10 After execution of the Contract, no individuals or subcontractors identified in the Contractor's Submittal may be replaced or substituted without the prior written approval of the URA, and any proposed replacements must meet all criteria as identified in the Contractor Prequalification Instructions for the Project.

## **Section 5: Specific Instructions**

### **Attachment A - Affidavit**

- 5.1 **Attachment A must be filled out by the proposed Prime Contractor.**

### **Attachment B**

#### **Form 1 Prime Contractor Experience**

- 5.3 **Form 1** must identify the experience of the submitting Prime Contractor. The submitting Prime Contractor must have been the Prime Contractor on each of the qualifying projects on Form 1.
- 5.4 For each qualifying project, **attach documentation that verifies the Prime Contractor performed the work.** If the Prime Contractor signature sheet does not contain project identification, include a contract cover sheet that includes the contract name and number.
- 5.5 The Contractor is responsible for verifying that the contact names and telephone numbers of project owners shown on Attachment B: Contractor Prequalification Submittal, Form 1 are correct and that the owner's contact or prime contractor (in the case of subcontractors) will be available and in a position to confirm the data being supplied. Failure of the listed contact to confirm successful completion of the project may constitute failure to meet criteria, unless the Contractor is able to provide an alternate contact.
- 5.6 **Prime Contractor Experience:** To qualify, the Prime Contractor must have successfully performed (2) multi-use building projects with a \$3,000,000 minimum contract price at completion. All referenced projects **must** be listed. The date that the referenced projects were accepted by the owner must be no earlier than January 2004.
  - A. At least one of the referenced projects **must** have included:
    1. Multi-Use functions

2. Sound and AV systems
3. Theatrical elements, lighting and associated wiring and controls

B. The proposed On-Site Superintendent for the Project must have served as Supervisor for work for the building projects identified in Section 5.6.A. as identified on Form 1.

**Attachment B:**

**Form 2: Quality Critical Elements of Work**

Form 2, QCE #1	Theater Rigging
Form 2, QCE #2	Sound and AV Systems
Form 2, QCE #3	Theatrical, commercial, or industrial lighting and associated wiring and controls
Form 2, QCE #4	HVAC System with acoustical rating of NC 35 or better

- a. **QCE Experience:** Contractor may use different subcontractors to perform different QCE's for the Project. Qualifying work for different QCE's may have been acquired on different projects than those listed on Form 1.
- b. **In the event that 2 or more Contractors or subcontractors are being considered to potentially perform a specific QCE, include a separate form and attachments for each entity.**
- c. **FORM 2, QCE's # 1, 2, 3, and 4** – The Prime Contractor or a proposed subcontractor must have successfully completed the following minimum conditions for each scope of work:
  - QCE #1: Theater rigging - Must be a licensed contractor as a theater rigger. Must have experience installing rigging for theaters and pipe grids, not touring stages. Must be bonded and pay BOLI rates. Key staff must be ETCP certified as stage riggers. Must have a drape shop and fabrication. Must have a local warranty support staff, or subcontract with equally qualified local staff.
  - QCE #2: Sound and AV systems - \$50,000 construction cost, minimum. Must have completed (5) projects of this size and scope since January 2009.
  - QCE #3: Theatrical, commercial, or industrial lighting and associated wiring and controls - \$250,000 construction cost, minimum. Must have completed (3) projects of similar size and scope since January 2009.
  - QCE #4: HVAC system with an acoustical rating of NC 35 or better - \$200,000 construction cost, minimum. Must have completed (2) projects of this size and scope since January 2009. Qualifying projects must have been tested to verify the designed NC rating was achieved.
- d. The Contractor is responsible for verifying that all contact names and telephone numbers provided in the submittal are correct and the contacts will be available and in a position to

confirm the data being supplied. Failure of the listed contact to confirm successful completion of the project may constitute failure to meet criteria, unless the Contractor is able to provide an alternate contact. If the URA is still unable to verify the contents of the Submittal, the Submittal will be rejected.

- e. If the Contractor plans to use additional personnel for the On-Site Superintendent or QCE Supervisor and/or expert for different work shifts, a separate Form must be filled out for each individual On-Site Superintendent or QCE Supervisor and/or expert detailing their experience.

## Section 6: Evaluation of Submittal

- 6.1 An evaluation panel of URA employees, with possible inclusion of outside experts, will perform the evaluation of all Submittals. Submittals received after the deadlines given in Section 1.2, Thursday, December 5<sup>th</sup>, 2013, will not be evaluated and the Submittal will be ineligible.
- 6.2 The Submittals will be evaluated on the completeness, quality, and accuracy of content as described in Section 4 of this Contractor Prequalification Packet. The evaluation panel will obtain verification of contacts listed by Contractors. Individual Submittals will either Pass or Fail the prequalification review.
- 6.3 **A complete submittal will include a minimum of one copy each of Attachment B: Forms 1 of completed Contractor Prequalification Packet with qualifying and verified work experience, in accordance with Section 5 of this packet and the forms.**
- 6.4 Only a Contractor with a passing Submittal will be specially prequalified and their bid will be reviewed. A Submittal from a Contractor who failed to provide the information necessary to meet the criteria for prequalification will be ineligible and their bid will not be reviewed.
- 6.5 After the evaluation committee has reviewed the Submittals, the URA will notify all applicants of the status of their Submittal. If a source for a QCE fails to qualify, that source will be identified and cannot be used for that portion of the Project. If alternate Submittals were made, those will be evaluated and the Contractor will be informed of the ability to use such alternate. Note that there may be other constraints under the resulting contract to replacing subcontractors and/or in-house sources.

## Section 7: General Information

- 7.1 The URA reserves the right to cancel this Contractor Submittal process upon a good cause finding if it is in the public interest to do so; and at its sole option to determine the next course of action, including, but not limited to termination of the Project or proceeding with the Project without a Contractor prequalification.
- 7.2 **Public Records:** This Request for Contractor Prequalification and one copy of each submittal received in response to it, together with copies of all documentation pertaining to the award of a contract, shall be kept by the URA and made a part of a file or record which shall be open to public inspection. If a submittal contains any information that is considered a trade secret under Oregon Revised Statute (ORS) 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

- a. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." ORS 192.501(2). Therefore, nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.
- b. The above restriction may not include cost or price information, which must be open to the public inspection.
- c. Identifying the submittal in whole as a trade secret is not acceptable. Failure to identify a portion of the submittal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

- 7.3 Addenda – the URA will advertise addenda only on local plan centers. Contractors are responsible for checking local plan centers for addenda to this Contractor prequalification up to the submittal date.
- 7.4 Protests concerning the Contractor Prequalification Packet and process, including requests for change of particular provisions, must be submitted in writing to Bob Galati (see Section 1) and received no later than four business days prior to the date the Contractor prequalification submittals are due (see Section 1). Any protests or requests received beyond the deadline will not be considered. The submittals must include the reason for the protest or change. The URA will review the protest and decide upon appropriate action. The URA's decision will be final and non-negotiable. All costs of a protest shall be the responsibility of the Contractor and undertaken at the Contractor's expense. The URA will not be liable for the Contractor's damages or costs for filing the protest or to any participant in the protest, on any basis, express or implied.
- 7.5 Contractor may appeal a decision denying a prequalification Submittal within three business days of notification in accordance with the procedures identified in ORS 279C.430, 279C.445 and 279C.450
- 7.6 The review and acceptance of this information will not alter the Contractor's contractual duties nor will it obligate the URA to accept any bid.

**Attachment A - Certification Oregon**  
**The URA Contractor Prequalification Submittal**  
**Sherwood Community Center Project**  
**Sherwood, Oregon**

Name of Firm Emerick Construction Co.  
Mailing Address 8850 SE Otty Rd  
Happy Valley, OR 97086  
Contact Person Larry Sitz  
Telephone 503-777-5531 Fax 503-771-2933 Email larry@emerick.com

The undersigned Larry Sitz, CEO (name and title of individual authorized to execute bids and contracts), under penalty of perjury, hereby certifies that he/she is authorized to act on behalf of the applicant for prequalification, Emerick Construction Co. (name of applicant firm), and that the statements made in this application are true and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of this Contractor Prequalification, and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in applicant's ability to carry out any project for which applicant desires to submit a bid; applicant will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the bid opening and that it is understood that such notice may change the eligibility of applicant to submit the bid.

 <b>Original Signature of Authorized Representative</b>	<u>12/5/13</u> Date
<u>Larry Sitz</u> <b>Printed name of Authorized Representative</b>	<u>12/5/13</u> Date
<u>Larry Sitz</u> <b>Printed name (s) of person(s) authorized to negotiate contracts</b>	<u>12/5/13</u> Date
<u>Larry Sitz</u> <b>Printed name(s) of person(s) authorized to sign contracts</b>	<u>12/5/13</u> Date

**ATTACHMENT B Contractor  
Prequalification Submittal**

**Form 1 – Prime Contractor Experience**

1 Emerick Construction Company Contractor Submitting

2 Performed Yes :  
(Must be "Yes" to qualify)       Yes       No

**PROJECT #1:**

3 Milwaukie High / Rowe Middle School Add.      11300 S.E. 23rd Avenue Milwaukie, OR 97222      Oregon  
Project Name      Project Location      City      State

4 Total Contract Price of **Construction of a Multi-use building with AV & Sound systems, theatrical elements, lighting and associated wiring and controls** at project completion:

5 \$ \$12,694,288.00 (Must be at least \$3,000,000 to qualify)

6 Please see attached letter of intent and Contract May 29, 2008      Original date August 31, 2007  
Contract Number      Award Date      Date above Project was Accepted by Owner  
(Must attach copy of award letter or contract signature sheet)      (Month/Year)      (Must be no earlier than January 2008 to qualify)

7 Eric Eckfield      Joe Aljets  
Contractor's Project Manager for Above Project      Contractor's On-Site Project Superintendent for Above Project

8 North Clackamas School District      Ron Stewart  
Owner for Above Project      Owner Contact Name

9 Director of Physical Plant      503-353-6055  
Owner Contact Title      Owner Contact Telephone

10 12451 SE Fuller Road, Milwaukie, OR 97222      stewartro@nclack.k12.or.us  
Owner Contact Address      Owner Contact E-Mail

**PROJECT #2:**

11 Keizer City Hall and Police Station      930 Chemawa Rd NE      Keizer      Oregon  
Project Name      Project Location      City      State

12 Total Contract Price of **Construction of a Multi-use building** at project completion:  
\$ \$15,116,214.00 (Must be at least \$3,000,000 to qualify)

13 Please see attached letter of intent and Contract March, 7, 2008      March, 7, 2008  
Contract Number      Award Date      Date above Project was Accepted by Owner  
(Must attach copy of award letter or contract signature sheet)      (Month/Year)      (Must be no earlier than January 2008 to qualify)

14 Dennis Barstad      Dick Heuberger  
Contractor's Project Manager for Above Project      Contractor's On-Site Project Superintendent for Above Project

15 City of Keizer      Chris Eppley  
Owner for Above Project      Owner Contact Name

- |    |   |                         |
|----|---|-------------------------|
| 16 | Owner Representative                    | 503-390-9437            |
|    | Owner Contact Title                     | Owner Contact Telephone |
| 17 | 930 Chemawa Rd NE                       | epleyc@keizer.org       |
|    | Owner Contact Address                   | Owner Contact E-mail    |
| 18 | Joe Aljets                              |                         |
|    | Proposed On-Site Project Superintendent |                         |



RECEIVED  
EMERICK CONSTRUCTION

2008 JUN -2 PM 3: 04

**NORTH CLACKAMAS SCHOOL DISTRICT #12**

6566 SE Lake Road, Ste. F  
Milwaukie, Oregon 97222

Purchasing Department  
(503) 353-6036

May 29, 2008

VIA CERTIFIED MAIL  
No. 7099 3220 0004 5585 6364

Emerick Construction Co.  
Eric Eckfield  
8850 SE Otty Road  
Portland, OR 97086

Re: NOTICE OF AWARD - Revised  
RFP #020130-01-1200  
CM/GC Milwaukie High/Rowe Middle Schools Additions/Renovation Project

Attention: Eric Eckfield,

At a scheduled meeting held May 15, 2008, the Board of Directors of the North Clackamas School District #12 unanimously accepted your proposal and awarded a contract for RFP #020130-01-1200 CM/GC Services for the GMP #2 stage of the Milwaukie High/Rowe Middle Schools Additions/Renovation Project in the amount of \$7,809,587.00 for Milwaukie High School and \$4,884,701.00 for Rowe Middle School to authorize Emerick Construction Co. to proceed with the Construction (Phase 2, GMP #2) for the Milwaukie High/Rowe Middle Schools Additions/Renovation Project. This second (total) GMP amount of \$12,694,288.00 is for the entire project and will be inclusive of the total GMP #1 awarded amount.

All work to be performed in accordance with plans and specifications associated with this project.

The contract Amendment #2 pertinent to Phase 2, GMP #2 of this project has been forwarded to you. Please sign all copies and return to the Purchasing Department, along with your Performance and Payment Bonds, each in the amount of this award and a list of any additional proposed subcontractors. Be sure to list those that are considered "First Tier" on the appropriate form circulated in the RFP. One copy of the signed contract Amendment #2 will be returned for your file.

If you need additional information, please contact Su Jeremiah in the Purchasing Department at the number above.

Sincerely,

Timothy L. Witcher II  
Director of Business Operations

slj  
cc Ron Stewart  
Garry Kryszak

 **AIA**® Document A121™ CMc – 2003 and AGC  
**Document 565**

**Standard Form of Agreement Between Owner and Construction Manager**  
*where the Construction Manager is Also the Constructor*

**AGREEMENT**

made as of the 31st day of August in the year of 2007  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name and address)*

North Clackamas School District No. 12  
4444 SE Lake Road  
Milwaukie, Oregon 97222

and the Construction Manager:  
*(Name and address)*

Emerick Construction Co.  
8850 SE Otty Road  
Portland, OR 97086

The Project is:  
*(Name, address and brief description)*

Milwaukie High School Addition and Renovation Project: The new construction at the Fine Arts and Restroom Additions and remodel of the Girls Locker Room and Team Rooms.

Rowe Middle School Addition and Renovation Project: The new construction at the Gymnasium and Choral and the interior remodel of the Girls and Boys Locker Rooms.

The Architect is:  
*(Name and address)*

Mahlum Architects  
1231 NW Hoyt, Suite 102  
Portland, OR 97209

The Owner and Construction Manager agree as set forth below:

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The 1997 Edition of AIA Document A201, General Conditions of the Contract for Construction, is referred to herein. This Agreement requires modification if other general conditions are utilized.

Init.

Request for Proposals, RFP #020130-01-1200

07 JDM

This Agreement entered into as of the day and year first written above.

OWNER

North Clackamas School District No. 12

(Signature)

Director of Bus Operation

(Printed name and title)

11/10/07

Date

CONSTRUCTION MANAGER

Emerick Construction Co.

(Signature)

JIM MCKUNE CHIEF OPERATING OFFICER

(Printed name and title)

11/13/2007

Date

Init.

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User Notes: A121CMc - 2003 and AGC Document 565 - NCS-D-Emerick-Milwaukie High School & Rowe Middle School (Mahlum) 10-25-07 (2887069028)



# 082

# City of Keizer

Phone: (503) 390-3700 • Fax: (503) 393-9437  
930 Chemawa Rd. N.E. • P.O. Box 21000 • Keizer, OR 97307-1000

## NOTICE TO PROCEED

Date: March 7, 2008

Company: Emerick Construction  
P.O. Box 66100  
Portland, OR 97290-6100

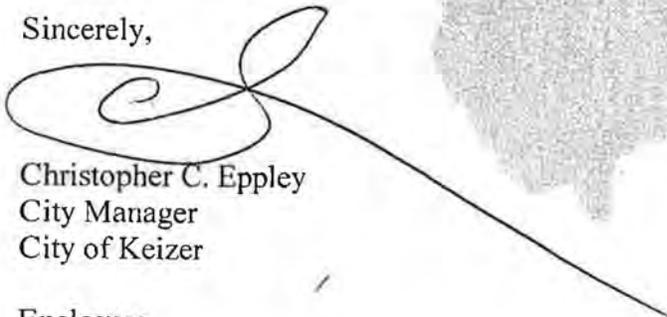
Attention: Dennis Barstad

Subject Project: Keizer City Hall and Police Station

Dear Mr. Barstad:

You are hereby authorized to proceed on the above referenced project beginning March 7, 2008. This project calls for all work to be completed in 434 calendar days; this is also known as Substantial Completion. Additionally, an additional 60-days is allowed for the completion of landscape installation work effort.

Sincerely,



Christopher C. Eppley  
City Manager  
City of Keizer

Enclosure

CC: Project Manager  
City Attorney  
City Recorder

"Pride, Spirit and Volunteerism"

CITY OF KEIZER PUBLIC IMPROVEMENT AGREEMENT  
for

KEIZER CITY HALL AND POLICE STATION

This Agreement for the KEIZER CITY HALL AND POLICE STATION improvements (the "Agreement"), made by and between the City of Keizer, hereinafter called OWNER, and Emerick Construction hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on March 7, 2008, or the date this Agreement has been signed by all the Parties and all required governmental approvals have been obtained, whichever is later.

**WITNESSETH:**

**1. Contract Price, Contract Documents and Work.**

The CONTRACTOR, in consideration of the sum of \$13,430,000 (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Invitation to Bid, this Public Improvement Agreement Form and other Contract Documents (as defined in the General Conditions referenced within the Invitation to Bid), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract price includes Base Bid with the addition of Additive Alternate 3.

**2. Representatives.**

Unless otherwise specified in the Contract Documents, the OWNER designates Chris Eppley, Keizer City Manager, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. CONTRACTOR has named Dennis Barstad, Emerick Construction project manager its Authorized Representative to act on its behalf.

**3. Contract Dates.**

PROJECT START DATE: Within Fifteen (15) calendar days from issuance of Notice to Proceed.  
SUBSTANTIAL COMPLETION 434 days after Notice to Proceed.  
FINAL COMPLETION: 60 calendar days after Notice of Substantial Completion.

**4. Liquidated Damages.**

Failure to complete the project known as KEIZER CITY HALL AND POLICE STATION by the specified time will result in damage to the City of Keizer. Since actual damage will be difficult to determine, it is agreed that the Contractor shall pay to the State of Oregon, not as a penalty but as liquidated damages \$500.00 per calendar day for each day elapsed in excess of the Substantial Completion date stated in Section 3 of this Agreement.  
Substantial Completion: For the purposes of this contract, substantial completion is defined as work adequately completed to obtain temporary occupancy permit from authority having jurisdiction and operation for the intended use of the Owner for the project (required demolition, parking areas, construction of new structures and grounds, including park hardscapes and all elements except landscape plant materials).  
Final completion: For purposes of this contract, final completion is defined as all work including punch list items and landscape plant materials being complete.

**5. Integration**

THE CONTRACT DOCUMENTS 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 OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

witness whereof, the CITY OF KEIZER, executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

CONTRACTOR DATA:

CONTRACTOR NAME Emerick Construction Company

CONTRACTOR ADDRESS 8850 SE Otty Road

CONTRACTOR ADDRESS Portland, OR 97086-2328

CONTRACTOR'S FEDERAL ID # 93-0451960

CONTRACTOR'S CCB # 10723 Expiration Date: 12/08/08

CONTRACTOR'S SIGNATURE:

James D. McKune 3/7/08  
By James D. McKune, Chief Operating Officer Date

CITY OF KEIZER:

Chris Eppley 3-7-08  
By Chris Eppley, City Manager Date

ATTACHMENT B Contractor  
Prequalification Submittal

Form 2: QCE # 1  
Theater Rigging

1 Stagecraft Industries, Inc.  
Prime or proposed Subcontractor performing QCE 1 work.

- 2 Is the Prime or proposed Subcontractor in compliance with the following: Must be a licensed contractor as a theater rigger. Must have experience installing rigging for theaters and pipe grids, not touring stages. Must be bonded and pay BOLI rates. Key staff must be ETCP certified as stage riggers. Must have a drape shop and fabrication. Must have a local warranty support staff, or subcontract with equally qualified local staff.

(Must be "Yes" to qualify)

Yes

No

Form 2: QCE # 2  
Sound and AV Systems

(Minimum 5 Projects Required since January 2009 meeting the requirements given in the Quality Critical Elements of Work section)

Cascade Sound, Inc.

Prime or proposed Subcontractor performing QCE 2 work.

Has Prime or Subcontractor Above Performed at Least Five Projects for Construction since January 2009 with a sound and AV systems with a construction cost of at least \$50,000?

(Must be "Yes" to qualify)  Yes

No

PROJECT #1

Young Life - Washington Family Ranch  
Project Name

1 Muddy Rd  
Young Life Ranch  
Project Location

Antelope Or.  
City State

Total Contract Price at Completion: \$ 256,518 (must be at least \$50,000 to qualify)

2977

11/10/09

11/10/09

Contract Number  
(Must attach copy of award letter or contract signature sheet)

Award Date  
(Month/Year)

Date above Project was Accepted by Owner  
(Must be no earlier than January 2003 to qualify)

Mark Maxwell

Al Buxton

Contractor's Project Manager for Above Project

Contractor's On-Site Project Superintendent for Above

Young Life

Chris Marshall

Owner for Above Project

Owner Contact Name

Owner representative

541-489-3100

Owner Contact Title

Owner Contact Telephone

1 Muddy Rd. Antelope, Or. 97001

cmarshall@wfr.younglife.org

Owner Contact Address

Owner Contact E-Mail

PROJECT #2

South Medford High School  
Project Name

1551 Cumingham Ave.  
Medford, Or.  
Project Location

Medford Or.  
City State

Total Contract Price at Completion: \$ 260,486.00 (must be at least \$50,000 to qualify)

291-16-03

12/14/09

12/14/09

Contract Number  
(Must attach copy of award letter or contract signature sheet)

Award Date  
(Month/Year)

Date above Project was Accepted by Owner  
(Must be no earlier than January 2003 to qualify)

Dave Anderson

Gene Truman

Contractor's Project Manager for Above Project

Contractor's On-Site Project Superintendent for Above

Medford School District

Duane Steinhorst

Owner for Above Project

Owner Contact Name

NTS Director

541-842-1118

Owner Contact Title

Owner Contact Telephone



SHERWOOD COMMUNITY CENTER  
BID SET  
NOV 2013

00 43 09  
CONTRACTOR PREQUALIFICATIONS  
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<u>RO2413</u>	<u>10/26/11</u>	<u>10/26/11</u>
Contract Number <i>(Must attach copy of award letter or contract signature sheet)</i>	Award Date <i>(Month/Year)</i>	Date above Project was Accepted by Owner <i>(Must be no earlier than January 2003 to qualify)</i>
<u>Brad Wellstad</u>		<u>Nick Larson</u>
Contractor's Project Manager for Above Project		Contractor's On-Site Project Superintendent for Above
<u>Oregon Judicial Department</u>		<u>Tim Wagerle</u>
Owner for Above Project		Owner Contact Name
<u>Josephine County - TSS</u>		<u>541-476-2309</u>
Owner Contact Title		Owner Contact Telephone
<u>500 NW 6th St. Grants Pass, Or.</u>		<u>tim.wagerle@ojd.state.or.us</u>
Owner Contact Address		Owner Contact E-Mail

# Young Life

16.8 Warranty of Action. Each signator, by affixing his or her signature hereto, personally certifies that he or she is authorized to do so by the Charter, Articles of Incorporation, Bylaws, Operating Agreement, governing body, and/or Board of Directors of the entity for which he or she is executing this Agreement, and that his or her signature shall cause this Subcontract to be binding upon such entity.

16.9 Limitation of Liability. It is expressly agreed that the parties shall not be liable for punitive, consequential, or exemplary damages in any action relating to this Agreement, and each party hereto waives its right, if any, to recover punitive, consequential, or exemplary damages in any action or proceeding relating to this Agreement.

**CONTRACTOR:**

Sunwest One, Inc. dba Sunwest Builders

By: [Signature]

Title: PRESIDENT

Dated: 11-10-09

**SUBCONTRACTOR:**

Cascade Sound, Inc

By: Jeff Carroll [Signature]

Title: Vice-president

Dated: 11-6-09

# South Medford High School

CONTRACTOR AND SUBCONTRACTOR HAVE CAREFULLY AND COMPLETELY READ THIS ENTIRE AGREEMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS, AND CERTIFY THAT THEY SIGN HAVING FULL AND COMPLETE AUTHORITY TO BIND THEIR RESPECTIVE COMPANY TO THIS AGREEMENT.

12-14-04

Date

Contractor:

HOGAN & ASSOCIATES CONSTRUCTION, INC.

By: David Andersen

David Andersen

(PRINT NAME)

Its: Vice-President

(TITLE)

12-7-09

Date

Subcontractor:

CASCADE SOUND & STAGE LIGHTING

By: Jeff Carroll

(PRINT NAME)

Its: Vice-President

(TITLE - If other than president or owner, a corporate resolution authorizing signor must be attached.)



# Cherry City Electric

a Division of Morrow-Meadows Corp.

MAIL INVOICE(S) TO :1596 22ND St. S.E. Salem Or. 97302

## CHANGE TO SUBCONTRACT WORK ORDER

No. **210106 - 9001**

CCE CO# 002 SUB CO#  
CUSTOMER REF #

SUBCONTRACTOR Cascade Sound & Stage Lighting, Inc.  
P O Box 12097  
Salem, OR 97309

NOTE: THIS NUMBER MUST BE REFERENCED ON ALL RELATED CORRESPONDENCE AND INVOICES

VENDOR # 90158 ATTN: Jeff Carroll

JOB NAME **WOU Health & Wellness Center**

SUBCONTRACTOR DISCIPLINE PA/Sound

RELATED PROJECT SPECIFICATION SECTIONS 274116

REQUESTED BY: Jeff Hamilton DATE 6/27/2011 ACTIVITY CODE 6617

NOTE: The terms and conditions of the Master Subcontract Agreement No 90158 Dated 6/5/2008 shall govern this Change to Subcontract Work Order, Unless superseded by attachment hereto:

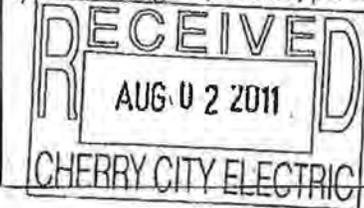
This document provides authorization for this Subcontractor to make the following changes to the work on the above referenced contract

### DESCRIPTION OF CHANGE IN SCOPE

Add:

- 1) Pedestal scope change - \$1,413.00, per memorandum dated 02/10/2011.
- 2) Touch panel move - \$ 390.00, per memorandum dated 02/10/2011.
- 3) Replace iPod dock - \$ 925.00, per memorandum dated 02/10/2011.
- 4) Mixer change - \$ 616.00, per memorandum dated 07/06/2010.

# FULLY EXECUTED



ORIGINAL SUBCONTRACT AMOUNT	\$ 122,922.00
PREVIOUSLY APPROVED CHANGES	\$ 1,350.00
THIS CHANGE AMOUNT	\$ 3,344.00
ADJUSTED SUBCONTRACT TOTAL	\$ 127,616.00

SUBCONTRACTOR QUOTATION ATTACHED  Yes

WORK ORDER DETAILS:

LUMP SUM	<input checked="" type="checkbox"/>
TIME AND MATERIALS	<input type="checkbox"/>
NOT TO EXCEED	<input type="checkbox"/>
CREDIT	<input type="checkbox"/>

HOLD RETENTION   
RETENTION AMOUNT 5.00%

THE ACCEPTANCE OF THIS CHANGE TO SUBCONTRACT WORK ORDER SHALL CONSTITUTE COMPLETE AND FINAL COMPENSATION FOR ALL WORK ASSOCIATED WITH THIS CHANGE TO SUBCONTRACT WORK ORDER AND SHALL RELEASE CHERRY CITY ELECTRIC FROM ANY AND ALL CLAIMS OR DEMANDS FOR EXTRA WORK, TIME EXTENSIONS, OR CHANGED CONDITIONS OF ANY KIND UP UNTIL THE DATE OF THIS CHANGE TO SUBCONTRACT WORK ORDER. THE WORK IS TO BE PERFORMED SUBJECT TO THE SAME TERMS AND CONDITIONS AS CONTAINED IN OUR ORIGINAL SUBCONTRACT WORK ORDER WITH YOUR FIRM FOR WORK ON THE ABOVE REFERENCED PROJECT. IT IS UNDERSTOOD THAT THE WORK SHALL BE PERFORMED IN ACCORDANCE WITH OUR MASTER SUBCONTRACT AGREEMENT AND THE REVISED PLANS AND SPECIFICATIONS ENUMERATED ABOVE OR IN ACCORDANCE WITH THE ORIGINAL PLANS AND SPECIFICATIONS SUPPLEMENTED BY THE INSTRUCTIONS STATED HERIN.

### ACCEPTED/ACKNOWLEDGED:

Subcontractor Cascade Sound & Stage Lighting, Inc.

BY: [Signature]  
NAME/TITLE Jeff Carroll, Vice-Pres.

BY: [Signature]  
NAME/TITLE Darrell B. Gish, Director of Purchasing

DATE 8-1-11

DATE 8.02.11

PLEASE CONFIRM ACCEPTANCE BY SIGNING AND MAILING THIS CO IMMEDIATELY TO:  
Cherry City Electric 1596 22nd. St. S.E. Salem Or. 97302-Att Sub Contract Administration



# Cherry City Electric

a Division of Morrow-Meadows Corp.

CHANGE TO SUBCONTRACT WORK ORDER

No. **210102 - 9003**

MAIL INVOICE(S) TO :1596 22nd. St. S.E. Salem Or.97302

CCE CO# 009

SUB CO#

CUSTOMER REF #

SUBCONTRACTOR Cascade Sound & Stage Lighting, Inc.  
P O Box 12097  
Salem, OR 97309

NOTE: THIS NUMBER MUST BE REFERENCED ON ALL RELATED CORRESPONDENCE AND INVOICES

VENDOR # 90158 ATTN: Jeff Carroll

JOB NAME Evergreen Water Park

SUBCONTRACTOR DISCIPLINE PA/Sound

RELATED PROJECT SPECIFICATION SECTIONS

REQUESTED BY: Rick Hopkins DATE 7/21/2011 ACTIVITY CODE 6617

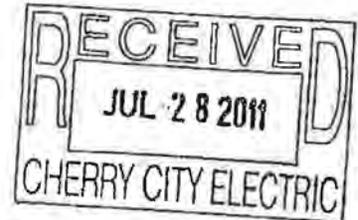
NOTE: The terms and conditions of the Master Subcontract Agreement No 90158 Dated 6/21/2010 shall govern this Change to Subcontract Work Order, Unless superseded by attachment hereto:

This document provides authorization for this Subcontractor to make the following changes to the work on the above referenced contract

### DESCRIPTION OF CHANGE IN SCOPE

Add (2) speakers to stairwells per attached quote dated 05/28/2011.

# FULLY EXECUTED



ORIGINAL SUBCONTRACT AMOUNT	\$ 39,657.00
PREVIOUSLY APPROVED CHANGES	\$ 144,095.00
THIS CHANGE AMOUNT	\$ 921.00
ADJUSTED SUBCONTRACT TOTAL	\$ 184,673.00

SUBCONTRACTOR QUOTATION ATTACHED  Yes

WORK ORDER DETAILS:

LUMP SUM	<input checked="" type="checkbox"/>
TIME AND MATERIALS	<input type="checkbox"/>
NOT TO EXCEED	<input type="checkbox"/>
CREDIT	<input type="checkbox"/>

HOLD RETENTION  Y  
RETENTION AMOUNT 5.00%

THE ACCEPTANCE OF THIS CHANGE TO SUBCONTRACT WORK ORDER SHALL CONSTITUTE COMPLETE AND FINAL COMPENSATION FOR ALL WORK ASSOCIATED WITH THIS CHANGE TO SUBCONTRACT WORK ORDER AND SHALL RELEASE CHERRY CITY ELECTRIC FROM ANY AND ALL CLAIMS OR DEMANDS FOR EXTRA WORK, TIME EXTENSIONS, OR CHANGED CONDITIONS OF ANY KIND UP UNTIL THE DATE OF THIS CHANGE TO SUBCONTRACT WORK ORDER. THE WORK IS TO BE PERFORMED SUBJECT TO THE SAME TERMS AND CONDITIONS AS CONTAINED IN OUR ORIGINAL SUBCONTRACT WORK ORDER WITH YOUR FIRM FOR WORK ON THE ABOVE REFERENCED PROJECT. IT IS UNDERSTOOD THAT THE WORK SHALL BE PERFORMED IN ACCORDANCE WITH OUR MASTER SUBCONTRACT AGREEMENT AND THE REVISED PLANS AND SPECIFICATIONS ENUMERATED ABOVE OR IN ACCORDANCE WITH THE ORIGINAL PLANS AND SPECIFICATIONS SUPPLEMENTED BY THE INSTRUCTIONS STATED HERIN.

### ACCEPTED/ACKNOWLEDGED:

Subcontractor Cascade Sound & Stage Lighting, Inc.

BY: [Signature]  
NAME/TITLE Jeff Carroll

BY: [Signature]  
NAME/TITLE Darrell B. Gish, Director of Purchasing

DATE 7-26-11

DATE 7.28.11

PLEASE CONFIRM ACCEPTANCE BY SIGNING AND MAILING THIS CO IMMEDIATELY TO:  
Cherry City Electric 1596 22nd. St. S.E. Salem Or. 97302-Att Sub Contract Administration

STATE OF OREGON  
FACILITIES DIVISION  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
1225 FERRY STREET SE U100  
SALEM, OREGON 97301-4281  
Phone: (503) 378-2865  
Fax: (503) 373-7210



October 26, 2011

Mr. Jeff Carroll  
Cascade Sound, Inc.  
PO Box 12097  
Salem OR 97309

RE: ITB NUMBER ITB 107-1888-11  
ITB NAME Josephine County Courts Facilities Audio Visual Improvements

FUNDING NUMBER: 931310/21  
CONTRACT NUMBER: R02413

#### NOTICE TO PROCEED

This letter is to notify you that your firm was the lowest responsive and responsible Offeror meeting all requirements of the qualifications, references, and specifications offering the lowest total price of the based and selected alternates, as indicated in the Pricing Submittal Form in the above referenced procurement. The State of Oregon has received the applicable required insurance certificate, payment and performance bonds of the above referenced procurement and the resultant contract is now fully executed.

You are hereby duly notified and authorized with 'Notice to Proceed' effective **October 26, 2011** with work to the project identified above and as directed by the procurement documents and resultant contract, including but not limited to the specifications and plans.

The State of Oregon has chosen to award the Base Bid, in the amount of \$294,250.00, no alternates on the above referenced procurement were selected for award. The submitted pricing amount, alternates, award and executed contract are for the Total sum of **\$294,250.00**. The executed contract work or amount shall not change without a duly executed Change Order in writing by the State's Authorized Signatory Representative. All work and the indirect management of the work is to be performed in accordance with all contract documents including, but not limited to the Standard and Supplemental General Conditions included in the above referenced procurement documents and resultant contract. The procurement documents, including but not limited to your submitted 'Pricing Form' offer, 'Intent to Award' Notice and this 'Notice to Proceed' letter constitutes the 'Contract'.

During the execution and term of this contract your firm must provide applicable insurance for the coverage indicated in the solicitation and that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the State. Please be sure to reference and include the following information on any inquiries or questions regarding the invoicing or payments to your company on this project:

The DAS Facilities reference number for the Contract is: R02413

File: 3000,009.16.10 ITB # 107-1888-11  
Authorized pursuant to Delegation 616-11 and Subdelegation 6/17/11

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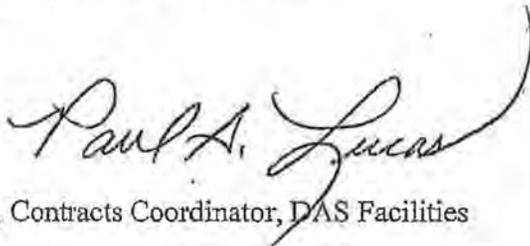
The DAS Facilities reference number for the Funding Source is: 931310/21

It is understood that Substantial Completion shall not be later than **January 12, 2012**, with Final Completion by **January 30, 2012**. Any work added to this Contract by Change Order may include additional time to complete the work and may extend the Substantial and Final Completion dates.

Please contact Brad Wellstead, Project Manager at (503) 701-8099 to discuss any contractual, project design, scheduling or work execution related issues associated with the above referenced contract.

On behalf of the State of Oregon, I wish to take this opportunity to thank you for your interest and effort in participating in our procurement process by submitting a successful response. We are looking forward to your successful completion of the contract.

Sincerely,

A handwritten signature in cursive script that reads "Paul A. Lucas". The signature is written in dark ink and is positioned above the typed name of the sender.

Paul Lucas, Contracts Coordinator, DAS Facilities

c: Brad Wellstead, Project Manager  
Nick Larson, Program Manager  
File



SHERWOOD COMMUNITY CENTER  
BID SET  
NOV 2013

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12451 SE Fuller Rd., Milwaukie  
Owner Contact Address

greg@gladstone.k12.or.us  
Owner Contact E-Mail

PROJECT #3

Platform Remodel                      Battle Ground HS    Battle Ground    WA.  
Project Name                              Project Location                      City                      State

Total Contract Price at Completion: \$ 778,579 (must be at least \$250,000 to qualify)

7/2008    3/2009  
Contract Number                      Award Date                      Date above Project was Accepted by Owner  
(Must attach copy of award letter or                      (Month/Year)                      (Must be no earlier than January 2003 to qualify)  
contract signature sheet)

Greg Boen  
Contractor's Project Manager for Above Project  
Project

Erik Davis  
Contractor's On-Site Project Superintendent for Above

Battleground Public Schools  
Owner for Above Project

Kevin Jolma

Director of Facilities & Ops  
Owner Contact Title

Owner Contact Name  
360-885-6527

11104 NE 149th, Brush Prarie  
Owner Contact Address                      WA, 98606

Owner Contact Telephone  
jolma.kevin@battlegroundps.org  
Owner Contact E-Mail

**Form 2: QCE # 4**

HVAC System with and acoustical rating NC 35 or better

**(Minimum 2 Projects Required since January 2009 meeting the requirements given in the Quality Critical Elements of Work section)**

Robert Lloyd Sheet Metal Inc

Prime or proposed Subcontractor performing QCE 4 work.

Has Prime or Subcontractor Above Performed at Least Two Projects for Construction since January 2004 with an HVAC system with an acoustical rating of NC 35 or better with a construction cost of at least \$200,000?

(Must be "Yes" to qualify)

Yes

No

**PROJECT #1**

Garmin Industries AT Bldg Addition

Salem, OR

Project Name

Project Location

City

State

Total Contract Price at Completion: \$ 859,125 (must be at least \$200,000 to qualify)

02/2007

04/2008

Contract Number

Award Date

Date above Project was Accepted by Owner

(Must attach copy of award letter or contract signature sheet)

(Month/Year)

(Must be no earlier than January 2003 to qualify)

Art Bennet

Contractor's Project Manager for Above Project

Contractor's On-Site Project Superintendent for

Garmin Industries

Alan Roth

Owner for Above Project

Owner Contact Name

Purchasing/Facilities Manager

503-551-9928

Owner Contact Title

Owner Contact Telephone

2345 Turner Rd SE, Salem, OR 97302

Alan.Roth@Garmin.com

Owner Contact Address

Owner Contact E-Mail

**PROJECT #2**

Corvallis City Hall Project #651400

Corvallis, OR

Project Name

Project Location

City

State

Total Contract Price at Completion: \$ 252,000 (must be at least \$200,000 to qualify)

12/2010

06/2011

Contract Number

Award Date

Date above Project was Accepted by Owner

(Must attach copy of award letter or contract signature sheet)

(Month/Year)

(Must be no earlier than January 2003 to qualify)

Rick Blackwell

Contractor's Project Manager for Above Project

Contractor's On-Site Project Superintendent for

SHERWOOD COMMUNITY CENTER  
BID SET  
NOV 2013

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Owner for Above Project

City of Corvallis

Owner Contact Title

Public Works Department

Owner Contact Address

1245 NE 3rd St, Corvallis, OR 97330

Owner Contact Name

Robert Fenner

Owner Contact Telephone

541-740-9532

Owner Contact E-Mail

Bob.Fenner@Corvallisoregon.gov

# ATTACHMENT C

## ADVANCE PLANS AND SPECIFICATIONS

Sherwood Community Center Bid Set dated November 12, 2013

Part 1 – Advance Plans

Part 2 – Advance Specifications

## PUBLIC IMPROVEMENT CONTRACT

THIS CONTRACT, made and entered into this 20<sup>th</sup> day of January, 2011, by and between the CITY OF CORVALLIS, OREGON a Municipal Corporation, hereinafter called the "City," and ROBERT LLOYD SHEET METAL, INC., hereinafter called the "Contractor."

- 1 **COMPENSATION:** Contractor, in consideration of the sums to be paid by the City and of the covenants and agreements herein contained, hereby agrees, at their own proper cost and expense to do all the work and furnish all of the materials, tools, labor, and all appliances, machinery, and appurtenances, for the sum of Two Hundred Fifty Two Thousand dollars and No cents (\$252,000) and doing such other work as is necessary to make an appropriate and complete improvement, to the extent of the Bid made by the Contractor, dated January 8, 2011, all in full compliance with the Contract Documents referred to herein.
- 2 **BID DOCUMENTS INCORPORATED:** The Advertisement for Bid, Information for Bidders, signed copy of the Bid and Bid Certifications, all issued Addenda, Bid Bond, fully executed Contract, fully executed Performance Bond, Special Provisions, Bid Items, Plans and Details, all entitled City of Corvallis, Oregon Contract Documents for Construction of City Hall HVAC, Project No. 651400, dated December 2010, and the City of Corvallis Standard Construction Specifications are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are made mutually cooperative therewith. All work shall be done according to the terms, conditions, and requirements of the said Contract Documents and Specifications.
- 3 **TERM:**
  - 3.1 This contract shall be effective from the date this contract is fully executed by the parties through June 30, 2012. If this contract crosses fiscal years (June 30<sup>th</sup> is fiscal year end), funding for future years is contingent upon the City Council adopting appropriations. The City may terminate this Contract, at no cost, if funding is not authorized.
  - 3.2 The Contractor agrees to complete the work within the time specified herein, or as said time shall be extended by mutual agreement between the City and the Contractor, and to accept as full payment hereunder the amount computed as determined by the Contract Documents and based on the Bid.
- 4 **TIME OF ESSENCE.**
  - 4.1 Time is of the essence in the performance of the provisions of this agreement. It is agreed that the time limit for completion of the Contract, based upon the Bid, shall be May 6, 2011.
  - 4.2 In the event that the Contractor shall fail to complete the work within the time limit as specified, or within the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of \$500 per day in addition to paying for the City's actual relocation costs. Actual relocation costs are defined as the City's monthly cost to occupy temporary facilities during the project (currently estimated at \$36,000 per month) PLUS any and all relocation costs should the City not be granted an extension to the current lease of the temporary facilities. Relocation costs shall include but not be limited to costs associated with leases, rent, moving, establishment of City network connections at the new site, etc... Saturdays, Sundays, and legal holidays shall be included in determining the days in default. The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing and developing in the materials furnished and the workmanship performed under the Contract for a period of 1 year after the date of acceptance of the work in the Contract by the City.
  - 4.3 The Contractor agrees to complete the work within the time specified herein, or as said time shall be extended by mutual agreement between the City and the Contractor, and to accept as full payment hereunder the amount as determined by the Contract.
- 5 **WAGE REQUIREMENTS:**
  - 5.1 The provisions required by the Oregon Revised Statutes, Chapter 279C as relating to Public Contracts, Purchasing, and Prevailing Wage Rates are made a part of this Contract as completely as if the same were fully set forth herein. All workers, including subcontracts, shall not be paid less than the specified minimum hourly rate of wage if the project is subject to the PWR law.
  - 5.2 The Contractor agrees to comply with Corvallis Municipal Code chapter 1.25 establishing and implementing the Living Wage. The City may terminate this agreement at any time if the Contractor is found to be in violation of the Living Wage Ordinance and does not correct the violation consistent with section 1.25.090 of the Corvallis Municipal Code. The Contractor agrees to keep payroll records for

## SUBCONTRACT AGREEMENT

Addition to Existing Facility  
Subcontract # 561.15600

This Agreement made and effective as of this date 2/23/2007, by and between TRIPLETT-WELLMAN CONSTRUCTION, INC. (CONTRACTOR or TRIPLETT-WELLMAN) and Subcontractor, ROBERT LLOYD SHEETMETA

### 1. THE WORK.

('Owner') for construction of: Addition to Existing Facility, at 2345 Turner Rd. SE (the 'PROJECT'), Contract No. 561-GARMIN AT BUILDING (hereinafter 'Principal Contract' or 'Prime Contract'). Subcontractor agrees to undertake performance of part of the work under the Principal Contract on the terms and conditions herein and in accordance with the provisions of the Principal Contract.

1.1 Subcontractor shall provide and pay for all labor, materials, supplies, equipment, tools, scaffolds, hoisting, supervision and other services or things necessary to perform the following work ('the Work'), and shall warrant and guarantee that Work in all respects as is required of TRIPLETT-WELLMAN and in accordance with the provisions of the Principal Contract.

#### The Work:

Furnish & Install HVAC as per plans, addendas 1, 2 & 3 and the following

- 15050 Basic Mechanical Materials and Methods (As pertains to HVAC)
- 15060 Pipes and Pipe Fittings
- 15090 Supports and Anchors
- 15240 Mechanical Sound & Vibration Control
- 15250 Mechanical Insulation
- 15500 Heating, Ventilating and Air Conditioning
- 15650 Refrigeration
- 15750 Heat Transfer
- 15850 Air Handling
- 15880 Air Distribution
- 15950 Controls (DDC)
- 15990 Testing, Adjusting & Balancing
- The attached Robert Lloyd Jan.9, 2007 Proposal

, together with all changes, additions or modifications under this agreement.

Except, however, that TRIPLETT-WELLMAN shall provide the following:

#### Temporary Heat, Temporary Electrical, and Final Clean-up

1.2 The Contract Documents for this Subcontract consist of (1) this Agreement and the following Exhibits attached hereto ( Exhibit A, Affidavit and Lien Waiver form; Exhibit B, TRIPLETT-WELLMAN Invoice form.), and (2) the Principal Contract, including without limitation the plans, specifications, addenda, general and special conditions and all other documents thereof, and all modifications, change orders and price agreements issued in connection therewith, all of which are incorporated by reference into this Agreement. Subcontractor acknowledges that it is fully familiar with the Principal Contract documents and the Project site.

The scope of the Contract Work shall consist of all work necessary or incidental to complete the above Work for the Project in accordance with and reasonably inferable from the Contract Documents as being necessary to produce the intended results and as more particularly, though not exclusively, as specified in the Contract Documents.

Subcontractor shall provide adequate supervision for the work and shall employ a competent superintendent or foreman at the job site with authority to act for Subcontractor. In the event Subcontractor's foreman or superintendent is not reasonably satisfactory to TRIPLETT-WELLMAN, he/she will be replaced at TRIPLETT-WELLMAN's request.

Subcontractor shall obtain and pay for all licenses, inspections and permits required by any public authority, and shall comply with all applicable codes, in connection with Subcontractor's work.

**2. Price.** Subcontractor agrees to accept as full compensation for its performance, including all taxes, fees, license, permits, assessments and premiums relating to the Work, and for all risks of every description connected with the Work, payment at the following lump sum price,

\$859,125.00