

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



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INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C 410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor's compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus).

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

Suggested provisions are accompanied by “Notes to User” and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC’s sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document “00 52 XX” for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Newport, Oregon ("Owner") and
Enterprise Northwest D/B/A Earth Works Excavation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of curbs, gutters, sidewalks, and driveways; storm sewer construction; relocation of fire hydrants and water meter; and miscellaneous items including temporary traffic control, erosion control, excavation, removal of structures and obstructions, signing, striping, and site restoration.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: SW 9th & 10th Street Improvements, City of Newport, Oregon.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by KPFF.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before 120 calendar days after Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 150 calendar days after Notice to Proceed.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)	\$375,615.50
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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: SW 9th & 10th Street Improvements
 - 8. Addenda (numbers 0 to 0, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Pursuant to ORS 279C.505(1) – Contractor shall make payment promptly, as due, to all persons supplying the Contractor with labor or materials for the performance of the work provided for in the contract. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.
- C. Pursuant to ORS 279C.505(2) – Contractor certifies that it has an employee drug testing program in place.
- D. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. Other provisions of ORS 279C.515 and ORS 279C.580 concerning payments also apply.
- E. Contractor shall comply with hours of labor rules Pursuant to ORS 279C.520, 279C.540, and 279C.545.
- F. Per ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject Employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- G. Contractor shall pay workers not less than the applicable prevailing wage rate.
- H. Public Works Bond – Contractor shall have a public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.836. Contractor shall include in every subcontract a provision requiring every subcontractor to have a public works bond filed with the Oregon CCB before starting Work on the project unless exempt under ORS 279C.836.
- I. Contractor shall defend, hold harmless and indemnify Owner, its officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.

J. Failure of Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 21st 2019 (which is the Effective Date of the Contract).

OWNER:

[Signature]

By: Spencer R. Nobel

Title: City Manager

Attest: Melanie Nysa

Title: Senior Assoc. Asst.

Address for giving notices:

169 SW Coast Hwy.
Newport, OR 97365

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

[Signature]

By: William F. Howard

Title: Pres.

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

d/b/a Earth Works
EXCAVATION
ENTERPRISES NORTHWEST Inc
24675 Hwy 101 S,
Cloverdale, OR 97112

License No.: 141765 exp 3/30/20
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

R6C/CGC
level 2

Exhibit A – Contractor's Bid Packet

THE CITY OF NEWPORT
NEWPORT, OREGON



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
SW 9th & 10th ST. IMPROVEMENTS

2018-007

July, 2019



EXPIRES: JUNE 30, 2021

City of Newport
169 SW Coast Highway
Newport, OR 97365

**BID FORM
FOR CONSTRUCTION CONTRACTS**

Prepared by



Issued and Published Jointly by



ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Newport
Timothy Gross, PE, Public Works Director/City Engineer
169 SW Coast Highway
Newport, Oregon 97365*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
None	
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Bidder certifies that Bidder will comply with ORS 279C.838 or 279C.840 regarding prevailing wage rates.
- F. Bidder is is not a resident bidder as defined in ORS 279A.120.
If not, provide State of residence: _____

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
 - A. Unit Price Bid: City of Newport, SW 9th and 10th Street Improvements Project
- 5.02 Abbreviations used in Basis of Bid table
 - LS Lump Sum
 - LF Linear Foot
 - EA Each
 - SF Square Foot
 - TN Ton
 - CY Cubic Yard
 - SY Square Yard
- 5.03 Bidder agrees with all of Article 13.03 of the General Conditions.

BASIS OF BID TABLE

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	MOBILIZATION (00210)	1	LS	34,078.00	\$34,078.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE (00225)	1	LS	16,264.00	\$16,264.00
3	EROSION CONTROL (00280)	1	LS	3,578.00	\$3,578.00
4	CONSTRUCTION SURVEY WORK (00305)	1	LS	15,525.00	\$15,525.00
	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (00310)	1	LS	35,849.00	\$35,849.00
5	CLEARING AND GRUBBING (00320)	1	LS	2,017.00	\$2,017.00
6	EARTHWORK, EXCAVATION BASIS (00330)	932	CY	47.00	\$43,804.00
7	GEOTEXTILE (00350)	2314	SY	1.25	\$2,892.50
8	6" STORM SEWER PIPE (00445)	39	FT	101.00	\$3,939.00
9	8" STORM SEWER PIPE (00445)	55	FT	88.00	\$4,840.00
10	24" SQUARE CURBSIDE CATCH BASIN INLET (00470)	5	EA	1,798.00	\$8,990.00
11	CONNECTION TO EXISTING STRUCTURES (00490)	4	EA	1,328.00	\$5,312.00
12	ADJUSTING WATER METER BOX (00490)	7	EA	117.00	\$819.00
13	AGGREGATE BASE, (3/4"-0") (00640)	514	CY	69.00	\$35,466.00
14	LEVEL 3, 1/2 INCH DENSE AC MIXTURE (00744)	440	TN	126.00	\$55,440.00
15	CONCRETE CURB & GUTTER, STANDARD (00759)	880	LF	35.00	\$30,800.00
16	CONCRETE SIDEWALK, 4" THICK W/6" ROCK (00759)	298	SY	77.00	\$22,946.00
17	CONCRETE DRIVEWAYS, REINFORCED (00759)	1800	SF	15.25	\$27,450.00
18	ADA RAMPS (00759)	4	EA	1,234.00	\$4,936.00
19	PARKING PAVEMENT MARKINGS, TYPE B, 4" WIDE (00865)	108	LF	21.00	\$2,268.00
20	CROSSWALK PAVEMENT MARKINGS 12" WIDE (00867)	188	LF	14.00	\$2,632.00
21	CROSSWALK PAVEMENT MARKINGS 24" WIDE (00867)	126	LF	28.00	\$3,528.00
22	REMOVAL AND REINSTALLATION OF EXISTING SIGNS (00905)	1	LS	1,488.00	\$1,488.00
23	TOPSOIL (01040)	9	CY	117.00	\$1,053.00
24	BARK MULCH (01040)	5	CY	261.00	\$1,305.00
25	REMOVE & REINSTALL MAILBOX SUPPORTS (01070)	4	EA	673.00	\$2,692.00
26	MOVING EXISTING HYDRANT (01160)	1	EA	5,704.00	\$5,704.00
Total of All Bid Items					\$375,615.50
Total of All Bid Items (in words): Three hundred seventy five thousand, six hundred fifteen dollars and fifty cents.					

EJCDC- C-410, Bid Form for Construction Contracts.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C430); and
 - B. List of Proposed Subcontractors (First Tier Subcontractor Disclosure Form – EJCDC No. C440);
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 141765 or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 -- BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Enterprises Northwest, Inc, d/b/a Earth Works Excavation

By:
[Signature]

William F. Howard

[Printed name] William Howard, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Witness
[Signature]

Rene Strassle

[Printed name]

RENE STRASSLE

Title:

OFFICE ASST.

Submittal Date: 7/24/2019

Address for giving notices:

Earth Works Excavation

24675 Hwy 101 S.

Cloverdale, OR 97112

Telephone Number: 503-398-2814

Fax Number: 503-398-2815

Contact Name and e-mail address: Bill Howard

Bidder's License No.: 141765 Exp 3/30/20 RGC/CGC Level 2
(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

BID BOND

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

BIDDER (Name and Address):

Enterprises Northwest, Inc. dba Earth Works Excavation
24675 Hwy. 101 South
Cloverdale, OR 97112

SURETY (Name, and Address of Principal Place of Business):

Developers Surety and Indemnity Company
Five Centerpointe Suite 350
Lake Oswego, OR 97035

OWNER (Name and Address):

City of Newport
169 SW Coast Highway
Newport, OR 97365

BID

Bid Due Date: July 24, 2019

Description (Project Name— include Location): SW 9th & 10th St. Improvements, located within City of Newport

City of Newport Contract #2018-007

BOND

Bond Number: Bid

Date: July 24, 2019

Penal sum Ten Percent (10%) of Bid Amount ----- \$ 10% of Bid Amount

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Enterprises Northwest, Inc. dba
Earth Works Excavation (Seal)
Bidder's Name and Corporate Seal

(Seal)
Developers Surety and Indemnity Company
Surety's Name and Corporate Seal

By:

William F. Howard
Signature

By:

Tamara A. Ringeisen
Signature (Attach Power of Attorney)

William Howard
Print Name

Tamara A. Ringeisen
Print Name

PRESIDENT.
Title

ATTORNEY-IN-FACT
Title

Attest:

Rene Strosser
Signature

Attest:

Misti Webb
Signature Misti Webb

Title Witness

Title WITNESS

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Sara Sophie Sellin, Misti M. Webb, Michael S. Mansfield, Tamara A. Ringeisen, Donald Percell Shanklin Jr., Kari Michelle Motley, Bryan Richard Luckwick, Linda Diane Shaddon, Dana Marie Brinkley, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairmen of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

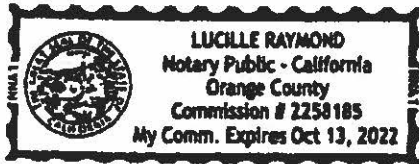
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24th day of July, 2019.

By: *Cassie J. Benisford*
Cassie J. Benisford, Assistant Secretary



*Evidence of Authority to
Sign/Bind Agreements.*

**UNANIMOUS CONSENT RESOLUTION IN LIEU OF ORGANIZATIONAL MEETING
OF THE INCORPORATOR AND DIRECTORS
OF
ENTERPRISES NORTHWEST, INC.**

In accordance with the provisions of ORS 60.057, the following actions were taken in the order listed by and with the unanimous consent of the Incorporator and all individuals constituting the initial Board of Directors of Enterprises Northwest, Inc., an Oregon Corporation, in Lieu of an Organizational Meeting:

The Incorporator reported that the Articles of Incorporation were filed in the office of the Oregon Secretary of State on February 22, 2000.

ARTICLES OF INCORPORATION

RESOLVED that the true copy of the filed Articles of Incorporation of the corporation shall be placed in the minute book of the corporation.

DIRECTORS

RESOLVED that the following people are elected by the incorporator as members of the board of directors of the corporation, each such director's term to commence immediately and continue until the director's successor is elected and qualified:

William F. Howard

Margaret A. Howard

BYLAWS

RESOLVED that the bylaws in the form presented to the directors are adopted as the bylaws of the corporation, and a copy of the bylaws shall be placed in the minute book of the corporation.

OFFICERS

RESOLVED that the following people are appointed to the corporate offices set forth opposite their respective names, each to serve until their respective successors are elected and qualified:

NAME

OFFICE

William F. Howard

President

Margaret A. Howard

Vice-President/Secretary

BANKING

RESOLVED that Western Bank, Tillamook, Oregon, (the "Bank") is designated as the banking depository of the corporation, with authorized signatures on accounts at the Bank to be the following each with authority to sign a loan:

<u>NAME</u>	<u>TITLE</u>
William F. Howard	President
Margaret A. Howard	Vice-President/Secretary

Such authority shall remain in force until revoked by written notice to the Bank of action taken by the Board of Directors of the corporation.

FURTHER RESOLVED that the standard form of corporate resolution furnished and required by the Bank is adopted, and the secretary is authorized to certify such adoption and is directed to place a copy of the form resolution in the minute book of the corporation as part of the record of this action.

FORM OF STOCK CERTIFICATE

RESOLVED that the form of specimen stock certificate presented to the directors is adopted as the stock certificate to be used to evidence the issuance of the fully paid and non-assessable common stock of the corporation, and the secretary is directed to place in the minute book of the corporation such specimen form of stock certificate.

ISSUANCE OF STOCK

RESOLVED that William F. Howard and Margaret A. Howard shall each be permitted to purchase one share of no par value common stock of the corporation in exchange for their respective one-half interest in the property listed on Exhibit "A" attached hereto and incorporated hereat by this reference. The board of directors determines that the consideration to be received is adequate, and the corporation calls for immediate payment in full.

FURTHER RESOLVED that on full payment for the shares, the president and secretary are authorized and directed to issue, sign, and deliver to the subscribers stock certificates representing their respective shares.

INCORPORATION EXPENSES

RESOLVED that the officers are authorized to pay the expenses incurred in the incorporation and organization of the corporation, including those incurred before incorporation and before the

date of this meeting, and to reimburse the officers, directors, and shareholders who have paid any such expenses.

FURTHER RESOLVED that beginning with the month in which the corporation begins business, the corporation shall amortize its organizational expenses ratably over a period of 60 months, in accordance with IRC §248.

ACCOUNTANT FOR CORPORATION

RESOLVED that the corporation retain John Puttnam of Puttnam & Teague, CPA, as accountant for the corporation until further action of the Board of Directors. The president is to instruct the accountant to prepare for execution by the corporation and thereafter file on behalf of the corporation, necessary forms and notices with the Internal Revenue Service, Oregon State Department of Revenue, any other public agency with which filing is necessary for tax or withholding purposes.

ATTORNEY FOR CORPORATION

RESOLVED that the corporation retain The Law Office of Alan K. Andrews as attorney for the corporation until further action of the Board of Directors. The president is to instruct the attorney, where determined appropriate on behalf of the corporation, to prepare documents and take other actions as advisable on behalf of the corporation concerning its legal affairs.

OTHER APPROPRIATE ACTIONS

RESOLVED that the officers of the corporation are authorized and directed to take all actions and to execute such documents and instruments as are necessary or appropriate to organize the corporation in accordance with the foregoing resolutions.

CONTRACTS

RESOLVED that all contracts and agreements of the corporation, including accounts payable, notes, drafts and other negotiable instruments, leases, and mortgages, shall be entered into or executed on behalf of the corporation by its president. However, in the event of the death, disability, incapacity, or temporary unavailability of the president, the vice-president of the corporation, if any, may enter into or execute such contracts and agreements on behalf of the corporation.

DISALLOWANCE OF CORPORATE DEDUCTIONS

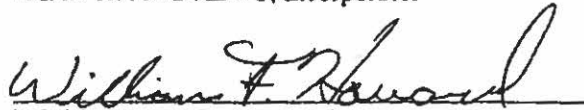
RESOLVED that, except as may otherwise be provided in an individual employee's employment agreement with the corporation, any payments made to an employee of the corporation

of the corporation is authorized and directed to execute and deliver the note evidencing such corporate obligation in the form presented to the directors, and to cause executed copies of the loan documents to be placed in the minute book of the corporation.

IN WITNESS WHEREOF, the undersigned being the incorporator and the initial director of the above named corporation, has subscribed her name hereto for the purpose of consenting to the adoption of foregoing resolutions and does hereby waive any requirement of notice or the holding of an organizational meeting of the directors, and does hereby consent to the transaction of the foregoing corporate business as of the 15th day of March, 2000.



ALAN K. ANDREWS, Incorporator



WILLIAM F. HOWARD, Director



MARGARET A. HOWARD, Director

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: Enterprises Northwest, Inc. d/b/a Earth Works Excavation

Address: 24675 Hwy 101 S.

Cloverdale, OR 97112

2. SUBMITTED TO:

Tim Gross, City of Newport

3. SUBMITTED FOR:

Public Bid, SW 9th & 10th St., Improvements, Contract #2018-007

Owner:

City of Newport

Project Name:

SW 9th & 10th Street Improvements

TYPE OF WORK:

Install 6" & 8" Storm piping, with Curbs, Sidewalks, and
Driveways, restore street for paving and striping.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Bill Howard

Title: President

Phone: 503-812-1819

Email: bill@earthworks-us.com

5. AFFILIATED COMPANIES:

Name: None
Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: Oregon

Date of Organization: February 22, 2000

Executive Officers:

- President: William Howard

- Vice President(s): Kyle Howard

- Treasurer: Margaret Howard

- Secretary: Margaret Howard

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: State of Oregon
Type of License: CCB
License Number: 141765 Exp 3/30/20 RGC/CGC Level 2
Jurisdiction: State of Oregon
Type of License: Plumbing License
License Number: 29-49PB

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: Self Certified
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Developers Surety and Indemnity Company
Address: Five Centerpointe, Suite 350
Lake Oswego, OR 97035
Bonding Agent: Propel Insurance
Address: 805 SW Broadway, Suite 2300
Portland, OR 97205
Contact Name: Mike Mansfield
Phone: 503-467-2829
Aggregate Bonding Capacity: 5 Million
Available Bonding Capacity as of date of this submittal: 4 Million

10. FINANCIAL INFORMATION

Financial Institution: Umpqua Bank
Address: 2405 3rd Street
Tillamook, OR 97141
Account Manager: Tammy King-Crossley
Phone: 503-842-5521

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Kyle Howard

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. None

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. None

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2018</u>	EMR	<u>1.28</u>
YEAR	<u>2017</u>	EMR	<u>1.44</u>
YEAR	<u>2016</u>	EMR	<u>1.40</u>
YEAR	<u>2015</u>	EMR	<u>.87</u>
YEAR	<u>2014</u>	EMR	<u>.86</u>

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	<u>2018</u>	TRFR	<u>0</u>
YEAR	<u>2017</u>	TRFR	<u>0</u>
YEAR	<u>2016</u>	TRFR	<u>0</u>
YEAR	<u>2015</u>	TRFR	<u>0</u>
YEAR	<u>2014</u>	TRFR	<u>0</u>

Total number of man-hours worked for the last 5 Years:

YEAR	<u>2018</u>	TOTAL NUMBER OF MAN-HOURS	<u>14743</u>
YEAR	<u>2017</u>	TOTAL NUMBER OF MAN-HOURS	<u>17091</u>
YEAR	<u>2016</u>	TOTAL NUMBER OF MAN-HOURS	<u>12591</u>
YEAR	<u>2015</u>	TOTAL NUMBER OF MAN-HOURS	<u>10416</u>
YEAR	<u>2014</u>	TOTAL NUMBER OF MAN-HOURS	<u>9273</u>

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	<u>2018</u>	DART	<u>0</u>
YEAR	<u>2017</u>	DART	<u>0</u>
YEAR	<u>2016</u>	DART	<u>0</u>
YEAR	<u>2015</u>	DART	<u>0</u>
YEAR	<u>2014</u>	DART	<u>0</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

Please see attached list.



as of: 6/12/2019

Earth Works Excavation

Bill Howard
 24675 Hwy 101 S.
 Cloverdale, OR 97135
 503-398-2814 or 503-812-1819
 fax: 503-398-2815

Equipment List

ID#	Weight	Year	Make	Description	value
H50	10,000	2005	Hitachi	Mini Excavator	\$ 31,000.00
JD160	40,000	2000	John Deere	Excavator w/hydraulic quick change	\$ 53,000.00
JD310		2000	John Deere	Backhoe w/ 1 cy bucket	\$ 29,000.00
JD444		2006	John Deere	Loader 2-2.5 cy bucket; hydraulic coupler; forks; power broom	\$ 62,000.00
JD550	17,000	1997	John Deere	Crawler Dozer 85hp; rippers; 3-way blade	\$ 32,000.00
JD 544		2015	John Deere	Loader	\$ 103,000.00
V210	50,000	2006	Volvo	Excavator w/hydraulic quick change	\$ 73,000.00
DT5		1999	Peterbilt	Dump truck - End spill	\$ 39,000.00
DT2		1999	Peterbilt	Dump truck - End spill	\$ 35,000.00
LB1		1999	Freightliner	Lowboy	\$ 50,000.00
PUP 1				Pup Trailer	\$ 5,000.00
PUP 2		1990	Sturdy-Weld	Pup Trailer	\$ 16,500.00
PUP 3		1990	Sturdy-Weld	Pup Trailer	\$ 16,500.00
GR	36,000	2006	Champion	Grader 180hp; articulating; all-wheel drive	\$ 64,500.00
RO		1995	Ammann	Roller 66" drum drive w/rubber tires	\$ 15,000.00
WT	17,600	1993	GMC	Pump Truck/Water Truck	\$ 28,000.00
PT	10,550	1973	Tweld	Pup Trailer,	\$ 4,000.00
PU F350		2000	Ford	Crew Truck	\$ 18,000.00
PU F350		2000	Ford	Crew Truck	\$ 15,000.00
PU F450	12,900	2006	Ford	Crew Truck	\$ 24,000.00
PU F350		2015	Ford	Truck	\$ 45,000.00
PU F550		2016	Ford	Crew Truck	\$ 55,000.00
V88	20,950	2015	Volvo	Excavator w/hydraulic quick change	\$ 125,000.00
V88		2016	Volvo	Excavator w/hydraulic quick change	\$ 140,000.00
V58D	13,000	2016	Volvo	Excavator w/hydraulic quick change	\$ 65,500.00
289D		2018	Caterpillar	Compact Track Loader/Skidsteer w brush cutter and cold planer attachment	\$ 88,000.00

97		1997	Dynaweld	3 Axle Tilt Trailer	\$ 14,000.00
78 UT				40' Job Trailer	\$ 5,000.00
14HD		2017	Towmaster	Dump Trailer	\$ 12,500.00
RO 2		2012	Wacker	36" Double Drum Roller	\$7,500.00
Trench Paver			Ditch Runner	Trench Bucket/Paver	\$ 9,000.00
Lt Tower				Light Tower	\$ 4,800.00
Small Tools			Misc	Misc, Saws, tools, drills	\$ 10,000.00
VX50-500		2014	McLaughlin	Vac Trailer	\$ 63,000.00
					\$ 1,357,800.00

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Strom Drain Alignment	Name: Chris Janigo Address: 169 SW Coast Hwy, Newport, Or 97365 Telephone: 541-574-3376	Name: Ron Weigel Company: Century West Telephone: 503-419-2130	8/31/18	Storm line construct and abandonment	In progress	1,850,000.00 Estimated, pending over and under billings.
NW Grove St., Sewer Extension	Name: Chris Janigo Address: 169 SW Coast HWY Newport, OR 97365 Telephone: 541-574-3376	Name: Keven Shreeve Company: Civil West Engineering Telephone: 541-264-7040	8/31/2018	Sewer line consturction	Pending Final 7/25/19	370,984.00
Commerce Street Water System Improvements	Name: Jolynn Becker Address: 13680 NW Main St Banks, OR 97106 Telephone: 503-324-5112	Name: Rob Peacock, PE Company: Kennedy/Jenks Consultants Telephone: 503-423-4019	12/21/2018	Waterline install, Street Improve- ments.	Substantial 7/16/19	651,933.20
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Florence Hwy 101 Water Infrastructure Improvements	Name: Mike Miller Address: 250 Hwy 101, Florence OR 97439 Telephone: 541-997-4106	Name: Aric Farnsworth Company: Civil West Engineering Telephone: 541-266-8601	9/15/17	Replace Waterline, with Services, Hydrants, and sanitary sewer.	Complete	\$1,120,387.47
TCCA Retail Center -EVO	Name: Jack Mulder Address: 4175 Hwy 101 N, Tillamook, OR 97141 Telephone: 503-842-4481	Name: Company: Olson Kundig Telephone: 206-624-5670	3/14/17	Building Demo, excavation, utilities install storm drain road and parking	Complete	\$1,911,011.00
TCCA - Bay Breeze Parking Lot	Name: Jack Mulder Address: 4175 Hwy 101 N, Tillamook OR 97141 Telephone: 503-842-4481	Name: Patrick Tortora Company: GHD Telephone: 971-925-3470	3/1/2018	Mass Grading, base and top rock for lot, bus lane, sidewalks, pedestrian signal, fence and wheelstops	Complete	1,146,870.00
City of Cornelius, Water Park, Waterline	Name: City of Cornelius, Address: 1355 N. Barlow St. Cornelius, OR 97113 Telephone: 503-357-3011	Name: Terry Godwin Company: City Engineer Telephone: 503-357-3011	6/2017	8" & 12" water main, with hydrants, upgrade storm sewer	Complete	371,597.42
SW Balsam Ave, Waterline Replacement	Name: Tualatin Valley Water District Address: 1850 SW 170th Ave. Beaverton, OR 97003 Telephone: 503-848-3000	Name: Company: Murray, Smith & Assoc. Telephone: 503-2285-9010	1/2017	4" & 8" C900 Piping with services	Complete	322,495.53
Olney Walluski, Waterline Replacement	Name: Ken Klee Address: 37211 Labiske Rd. Astoria 97103 Telephone: 503-298-1452	Name: Ed Hodges Company: Curran McLeod Telephone: 503-684-3478	6/2016	6" water main with services, and hydrants, 3 schedules	Complete	1,059,237.70
E. Third St Water Main	Name: Tim Lyda, City of Tillamook Address: 210 Laurel Ave., Tillamook Or 97141 Telephone: 503-842-0232	Name: Corbey Boatwright Company: Boatwright Engineering Telephone: 503-363-9225	6/2016	12" water main with Services and Hydrants	Complete	189,542.49

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Oceanside Distribution Improvements	Name: Allan Tuckey Address: PO Box 360 Oceanside OR 97134 Telephone:	Name: Mike Henry Company: HBH Engineering Consultants Telephone: 503-554-9553	3/2015	11,850 lf of 4" PVC 5000; f of 6" PVC additional 8" & 10" piping with service, and meters	Complete	914,368.35
Schooner Creek, Transmission Main Crossing	Name: Stephanie Reid Address: 801 SW Hwy 101, Lincoln City, OR 97367 Telephone: 541-996-1246	Name: Company: Telephone:	8/2014	Tunnelling & Boring of 24" water main under Schooner Creek w. connections	Complete	\$559,256.00
Vine St., Sanitary Sewer Replacement	Name: Ron Whittlach Address: 925 Main St., Lebanon, OR 97355 Telephone: 541-258-4269	Name: Ron Whittlach Company: City of Lebanon, Engineer Telephone: 541-258-4269	4/2014	6" Sanitary sewer with 4" laterals. Manholes, traffic control and trench resurfacing	Complete	262,152.33
3.1 Fixed Base Operation Port of Tillamook Bay	Name: Randy Dawson, Address: 880 W. Amity Rd. Boise, ID 83705 Telephone: 208-384-8530	Name: Company: LRS Architects Telephone: 503-221-1121	6/2013	Demo, excavation paving and surfacing storm water, and sewer installation	Complete	199,305.00
Fema Alternate Projects, Water Systems.	Name: Eric Eckfield Address: Telephone: 503-226-3921	Name: Company: Telephone:	7/2012	12000 lf o 12" Waterline with associated facilities	Complete	1,124,876.27
TCCA-Upgrade, Phase 2 Site finished, and under ground water systems, and water filtration	Name: Steve Rounds, Address: J.J. Henri Co. Telephone: 503-869-4334	Name: Company: Telephone:	7/2012	Storm, water, finish grading, fire water supply, water storage, tank upgrade, Demo/abandon	Complete	802-907.68
TCCA Phase 2 Process waste & sanitary sewer install	Name: Steve Rounds, Address: J.J. Henri Co. Telephone: 503-869-4334	Name: Patrick Tortora Company: Winzler & Kelly Telephone: 503-226-3921	8/2011	install of process waste & sanitary sewer lines. Demo abandon old, site prep	Complete	\$715,812.09

EJCDC® C-451, Qualifications Statement.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Enterprises Northwest, Inc, d/b/a Earth Works Excavation

BY: *William F. Howard*

TITLE: William Howard, President

DATED: 7/24/2019

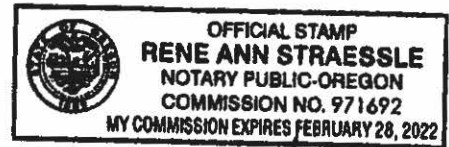
NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24th DAY OF July, 2019

NOTARY PUBLIC - STATE OF Oregon

MY COMMISSION EXPIRES: 2/28/2022



Rene Ann Straessle

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 13.
7. Additional items as pertinent.

WILLIAM F. HOWARD

10225 MEDA LOOP RD.
Cloverdale, OR 97112
Cell – 503-812-1819

EXPERIENCE

2000-present - owner - Enterprises Northwest, Inc d/b/a Earth Works Excavation,
24675 Hwy 101 S., Cloverdale, OR 97112

Projects Include

City of Florence, Florence Hwy 101 Water Infrastructure Improvements
Tillamook County Creamery Association - Bay Breeze Parking
Tillamook County Creamery Association - Visitor Center
City of Cornelius – Water Park – Waterline Project
Tualatin Valley Water District – SW Balsam Ave Waterline Replacement
Olney-Walluski Water Assoc. – Olney-Walluski, Waterline Improvement
City of Tillamook - E. Third St. Water Main
Oceanside Water District - Distribution Improvements Ph-1
City of Lincoln City - Schooner Creek Main Transmission Crossing
City of Lebanon - Vine Street Sanitary Sewer Replacement
Port of Tillamook Bay - 3.1 Fixed Base Operation
Port of Tillamook Bay - FEMA Alternate Projects – Water Systems Improvements
Tillamook County Creamery Association – Facility Upgrade Ph 1 “Site Finishes
Underground Water Systems, Water Filtration Project”
Tillamook County Creamery Association – Ph2 “ Process Waste and Sanitary Sewer
Installation.
Tillamook County - Various Projects
Nantucket Shores - Subdivision Development to include, pressure sanitary sewer,
sanitary sewer treatment system, storm water, and primary utility /vault trenching.
Nedonna Wave – Subdivision Development to include, Street and Storm drainage
systems, Water Systems, Sewer System, Utility Trenching, roadway and paving

EDUCATION

1972 Taft High School Lincoln City, OR
• Diploma, General Studies

FIELD RELATED TRAINING AND CERTIFICATIONS

Technical Learning College
Competent Person – Excavation and Trenching
Oregon DEQ Installer RI 405 Expires 6/30/2019
Boli, Prevailing Wage Rate Laws – Oregon Bureau of Labor & Industries
Oreco Systems – O & M Pumps Short Course

KYLE B. HOWARD

17780 SANDLAKE RD.
Cloverdale, OR 97112
Cell – 503-812-9201

EXPERIENCE

2001-12/6/2017 - Project Manager - Enterprises Northwest, Inc d/b/a Earth Works
Excavation, 24675 Hwy 101 S., Cloverdale, OR 97112

12/7/2017 to Current Enterprises Northwest, Inc. - Vice President

Project Manager

- Responsible for Site Supervision, and Crew Management; Additional Duties include, Daily Reporting, Project and Time Tracking, Safety, Employee Training and Orientation.

Projects Include

City of Florence, Florence Hwy 101 Water Infrastructure Improvements
Tillamook County Creamery Association - Bay Breeze Parking
Tillamook County Creamery Association - Visitor Center
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EDUCATION

1999-2004 Nestucca High School Cloverdale, OR
▪ Diploma, General Studies

FIELD RELATED TRAINING AND CERTIFICATIONS

Technical Learning College
Competenet Person – Excavation and Trenching
Oregon DEQ Installer RI 405 Expires 6/30/2019
Boli, Prevailing Wage Rate Laws – Oregon Bureau of Labor & Industries
Orenco Systems – O & M Pumps Short Course

FIRST-TIER SUBCONTRACTOR
DISCLOSURE FORM

Project Name: SW 9th & 10th St. Improvements
City of Newport Contract #2018-007

Bid Closing: July 24, 2019

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (Attach additional sheets if needed.)

Category of Work: Paving
Name: ROAD & DRIVEWAY
Address: P. O. Box 730, Newport, OR 97365
Phone Number: 541-265-9441
Construction Contractor's Board Registration Number: 46114
Dollar Value of Subcontract: 64,950.⁴⁰

Category of Work: Concrete/Sides & Ramps
Name: Roger Langlies Construction Co.
Address: 32929 Roberts Ct, Coburg, OR 97408
Phone Number: 541-302-6648
Construction Contractor's Board Registration Number: 106364
Dollar Value of Subcontract: 65,000.⁰⁰

Category of Work: _____

Name: _____

Address: _____

Phone Number: _____

Construction Contractor's Board Registration Number: _____

Dollar Value of Subcontract: _____

Category of Work: _____

Name: _____

Address: _____

Phone Number: _____

Construction Contractor's Board Registration Number: _____

Dollar Value of Subcontract: _____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): ENTERPRISES NORTHWEST INC ^{d/b/a Earth Works Excavation}

Contact name: Bill Howard Phone: 503-398-2814

Signature: William K Howard Date: 7/24/19