



CITY OF MANZANITA

Public Works Department
P.O. Box 129, Manzanita, OR 97130-0129
Phone (503) 812-2514 | Fax (503) 368-4145 | TTY Dial 711
ci.manzanita.or.us

CITY OF MANZANITA Manzanita Classic Street Connection Project Addendum Number 3

DATE: May 13, 2025

TO: Potential Bidders & Plan Holders

All proposers are hereby notified of the following modifications to the Contract Documents and Technical Specifications. This modification is to become a part of the contract documents for the **“Manzanita Classic Street Connection Project.”**

ADDENDUM 3 – THIS ADDENDUM PACKAGE CONSISTS OF 16 PAGES TOTAL

Each proposal shall include a specific acknowledgement of receipt of this Addendum in the space provided within the “Bid Form Document” – Item 4.

This Addendum shall supersede all previously issued specifications, and drawings wherein it contradicts the same. All other conditions remain unchanged. The following changes, modifications, corrections, clarifications, and/or additions set forth herein shall apply to the above documents and shall be made part thereof and shall be subject to all of the requirements as though originally specified and/or shown.

There will be no time extension to the current Proposal and Bidding dates and times. Bid and proposal submittals are due on May 20, 2025.

For questions, please contact Marcus Lee at mlee@windsorengineers.com.

CONTRACTOR QUESTIONS

Questions, Answers, Clarifications, and Revisions: The following are based on questions received after the Invitation to Bid was published on April 17, 2025.

1. *Question: I have a question about the DR rating for the HDPE pipe. DR14 is not a recognizable DR for HDPE it would be either DR17 (130psi), 13.5 (160 psi), or DR11 (200 psi) do you know which will work for this project?*

Answer: DR13.5 (160 psi).

CONTRACT DOCUMENTS

Remove and replace the following with the corresponding attached forms

- BID FORM – Remove and replace. (6 pages)
- BID BOND – Remove and replace. (1 page)
- FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM - Remove and replace. (1 page)
- AGREEMENT – Remove and replace Page 1. (1 page)
- PERFORMANCE BOND - Remove and replace. (2 pages)
- PAYMENT BOND - Remove and replace. (2 pages)
- CERTIFICATE OF COMPLIANCE – Remove and replace. (1 page)

BID FORM

BID OF _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as

(Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

To City of Manzanita
[hereinafter called "Owner"]:

1. The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for
Manzanita Classic Street Connection Project
having examined the plans and specifications with related documents and having examined the site of the project work, and being familiar with all the conditions pertaining to the construction of the project, hereby offers to furnish all labor, materials, equipment and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this bid is a part.
2. The Bidder submits the unit prices set forth herein as those at which the Bidder will perform the work involved. The extensions in the column headed "Total" are made for the sole purpose of facilitating comparison of bids and if there are any discrepancies between the unit prices and the total amounts shown, the unit prices shall govern.
3. The Bidder certifies, under penalty of perjury, by the submission of this bid, that all requirements of ORS 279C.838-840 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract. The Bidder further certifies, under penalty of perjury, that the Bidder is a resident bidder, as defined by ORS 279A.120 (1)(b), of the State of _____. The Bidder further certifies, under penalty of perjury, that the Bidder is, to the best of the Bidder's knowledge, not in violation of any tax laws described in ORS 305.380 (4).
4. The Bidder acknowledges receipt of the Addenda numbered _____ through _____. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing date for receiving bids.
5. The Bidder agrees to comply with all the Federal, State and Local laws, ordinances, rules and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
6. Upon receipt of written Notice of Intent to Award, Bidder will execute the Agreement attached within 10 calendar days and deliver a Surety Bond or Bonds as required by the contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.
7. The Bidder agrees to commence work under this contract within 10 calendar days after issuance to the Bidder of written Notice to Proceed by the Engineer. The Bidder agrees to substantially complete the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions. The Bidder accepts the provisions of the Agreement regarding liquidated damages (Article III of the Agreement) in the event of failure to complete the work of the project on or before the dates or within the number of calendar days indicated in Article II of the Agreement, with such extensions of time as are provided in the General Conditions.

The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion

with any other bidder and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.

8. The Bidder certifies that the Bidder has not discriminated and will not discriminate, in violation of subsection (1) of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.
9. The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices found in Bid online documents.

SCHEDULE OF PRICES

SCHEDULE A1 – CLASSIC STREET WORK

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	MOBILIZATION	LS	1	\$	\$
2	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$	\$
3	EROSION AND SEDIMENT CONTROL	LS	1	\$	\$
4	CLEARING AND GRUBBING	AC	0.15	\$	\$
5	ASPHALT PAVEMENT SAWCUTTING	LF	650	\$	\$
6	SALVAGE AND REINSTALL HYDRANT	EA	1	\$	\$
7	REMOVAL OF PAVEMENT, AC/PCC (INCLUDING HAUL)	SY	2300	\$	\$
8	REMOVAL OF WALK	SY	31	\$	\$
9	REMOVAL OF CURBS	LF	220	\$	\$
10	REMOVE OR PLUG-FILL AND ABANDON EXISTING PIPE (WATER)	LF	300	\$	\$
11	REMOVAL OF PIPE (STORM SEWER)	LF	350	\$	\$
12	REMOVAL OF STRUCTURES (STORM SEWER, CB ONLY)	EA	8	\$	\$
13	SALVAGE EXISTING SIGNS	LS	1	\$	\$
14	GENERAL EXCAVATION	CY	750	\$	\$
15	TOPSOIL (SEEDED AREA)	CY	130	\$	\$
16	BORROW EXCAVATION	TN	750	\$	\$
17	BASE COURSE AGGREGATE	CY	1000	\$	\$
18	LEVELING COURSE AGGREGATE	CY	100	\$	\$
19	LEVEL 2 - 3/8 INCH ACP MIXTURE WEARING COURSE (ROADWAY)	TON	377	\$	\$
20	LEVEL 2 - 1/2 INCH ACP MIXTURE BASE COURSE (ROADWAY)	TON	307	\$	\$
21	LEVEL 2 - 3/8 INCH ACP MIXTURE (PATH)	TON	102	\$	\$
22	2" COLD PLANE PAVEMENT REMOVAL	SY	610	\$	\$
23	EXTRA FOR PEDESTRIAN LANDINGS-ADA RAMPS	EA	9	\$	\$
24	4" CONCRETE CURBS, MOUNTABLE-ROLLED CURB & GUTTER	LF	410	\$	\$

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
25	VALLEY GUTTER CONCRETE SURFACING	LF	650	\$	\$
26	MINOR ADJUSTMENT OF MANHOLES	EA	3	\$	\$
27	CONNECTIONS TO EXISTING WATER MAIN	EA	7	\$	\$
28	6" PVC IPS, WATERMAIN	LF	55	\$	\$
29	6" DI PIPE	LF	7	\$	\$
30	8" DI PIPE	LF	8	\$	\$
31	10" HDPE SDR 14, WATERMAIN	LF	2152	\$	\$
32	8" DI MJ BENDS (VARIOUS ANGLES)	EA	1	\$	\$
33	10" DI MJ BENDS (VARIOUS ANGLES)	EA	10	\$	\$
34	10"X10"X6" DI FLG TEE	EA	3	\$	\$
35	10"X10"X6" DI MJ TEE	EA	1	\$	\$
36	10" DI FLG TEE	EA	1	\$	\$
37	10" DI MJ TEE	EA	1	\$	\$
38	10" FLG X MJ TEE	EA	2	\$	\$
39	6" MJ GATE VALVE	EA	2	\$	\$
40	6" FLGXMJ GATE VALVE	EA	2	\$	\$
41	10" FLGXMJ GATE VALVE	EA	12	\$	\$
42	10" MJ GATE VALVE	EA	2	\$	\$
43	6" MJ LONG PATTERN SLEEVE	EA	2	\$	\$
44	8" MJ LONG PATTERN SLEEVE	EA	4	\$	\$
45	10" MJ LONG PATTERN SLEEVE	EA	1	\$	\$
46	10" TO 8" MJ REDUCER	EA	6	\$	\$
47	6" DI FLG CAP	EA	1	\$	\$
48	2" AIR RELEASE VALVE AND VAULT	EA	1	\$	\$
49	HYDRANT ASSEMBLY	EA	2	\$	\$
50	CDF BACKFILL MATERIAL	CY	5	\$	\$
51	CONNECTIONS TO EXISTING STORM SEWER	EA	4	\$	\$
52	8 INCH HDPE PIPE, 5 FT DEPTH	LF	179	\$	\$
53	12 INCH HDPE PIPE, 5 FT DEPTH	LF	1718	\$	\$
54	18 INCH HDPE PIPE, 5 FT DEPTH	LF	48	\$	\$
55	TYPE 1 CATCH BASIN	EA	27	\$	\$
56	NYLOPLAST CATCH BASIN	EA	5	\$	\$
57	48" STORM SEWER MANHOLE (ALL DEPTHS)	EA	5	\$	\$
58	INFILTRATION BASIN STRUCTURE	EA	1	\$	\$
59	CENTER LINE (YELLOW DOUBLE LINE)	LF	1503	\$	\$
60	STOP BARS (THERMOPLASTIC)	LF	90	\$	\$
61	CROSSWALK STRIPES (6 X 2 THERMOPLASTIC)	EA	50	\$	\$
62	SPEED BUMPS	EA	4	\$	\$
63	TEMPORARY SEED	SY	2459	\$	\$

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
64	PERMANENT SEED	SY	2459	\$	\$
65	COMPOST EROSION BLANKET	SY	2459	\$	\$
66	LANDSCAPING	LS	1	\$	\$
SUBTOTAL SCHEDULE A1 - CLASSIC STREET SECTION					\$

SCHEDULE A2 – RETAINING WALL WORK					
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
67	MOBILIZATION	LS	1	\$	\$
68	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$	\$
69	EROSION AND SEDIMENT CONTROL	LS	1	\$	\$
70	CLEARING AND GRUBBING	AC	1.25	\$	\$
71	ASPHALT PAVEMENT SAWCUTTING	LF	55	\$	\$
72	REMOVAL OF PAVEMENT, AC/PCC (INCLUDING HAUL)	SY	2800	\$	\$
73	REMOVAL OF CURBS	LF	20	\$	\$
74	REMOVAL OF PIPE (STORM SEWER)	LF	8	\$	\$
75	REMOVAL OF STRUCTURES (STORM SEWER, CB ONLY)	EA	1	\$	\$
76	SALVAGE EXISTING SIGNS	LS	2	\$	\$
77	GENERAL EXCAVATION	CY	1000	\$	\$
78	TOPSOIL (SEEDED AREA)	CY	330	\$	\$
79	BORROW EXCAVATION	TN	2520	\$	\$
80	BASE COURSE AGGREGATE	CY	1000	\$	\$
81	LEVELING COURSE AGGREGATE	CY	110	\$	\$
82	RETAINING WALL	LF	835	\$	\$
83	4 FOOT CHAIN LINK FENCE	LF	860	\$	\$
84	W-BEAM GUARDRAIL, TYPE 2A	LF	880	\$	\$
85	W-BEAM END TREATMENT-TYPE 5	EA	2	\$	\$
86	LEVEL 2 - 3/8 INCH ACP MIXTURE WEARING COURSE (ROADWAY)	TON	270	\$	\$
87	LEVEL 2 - 1/2 INCH ACP MIXTURE BASE COURSE (ROADWAY)	TON	270	\$	\$
88	LEVEL 2 - 3/8 INCH ACP MIXTURE (PATH)	TON	84	\$	\$
89	CONSTRUCTION FABRIC	SY	2333	\$	\$
90	EXTRA FOR PEDESTRIAN LANDINGS-ADA RAMPS	EA	2	\$	\$
91	6" CONCRETE CURBS, CURB & GUTTER	LF	1050	\$	\$
92	VALLEY GUTTER CONCRETE SURFACING	LF	25	\$	\$
93	CENTER LINE (YELLOW DOUBLE LINE)	LF	1050	\$	\$
94	FOG LINE (WHITE SINGLE LINE)	LF	500	\$	\$

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
95	STOP BARS (THERMOPLASTIC)	LF	15	\$	\$
96	CROSSWALK STRIPES (6 X 2 THERMOPLASTIC)	EA	4	\$	\$
97	SPEED BUMPS	EA	4	\$	\$
98	TRAFFIC DELINEATORS	EA	51	\$	\$
99	TEMPORARY SEED	SY	2810	\$	\$
100	PERMANENT SEED	SY	2810	\$	\$
101	COMPOST EROSION BLANKET	SY	2810	\$	\$
102	LANDSCAPING	LS	1	\$	\$
SUBTOTAL SCHEDULE A2 – TOTAL OF RETAINING WALL SECTION					\$

SCHEDULE B – NECARNEY COUNTY CITY ROAD SECTION					
Item	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
103	8" HDPE SDR 14, WATERMAIN	LF	1483	\$	\$
104	8" HDPE SDR 14, WATERMAIN (TRENCHLESS)	LF	116	\$	\$
105	8" DI BENDS (VARIOUS ANGLES)	EA	1	\$	\$
106	8"X8"X6" DI FLG TEE	EA	2	\$	\$
107	8" DI FLG TEE	EA	2	\$	\$
108	6" MJ GATE VALVE	EA	1	\$	\$
109	6" FLGXMJ GATE VALVE	EA	1	\$	\$
110	8" FLGXMJ GATE VALVE	EA	9	\$	\$
111	8" DI MJ LONG PATTERN SLEEVE	EA	2	\$	\$
112	8" DI MJ CAP	EA	1	\$	\$
113	2" AIR RELEASE VALVE AND VAULT	EA	1	\$	\$
114	HYDRANT ASSEMBLY	EA	1	\$	\$
115	CONNECTIONS TO EXISTING WATER MAINS	EA	3	\$	\$
SUBTOTAL SCHEDULE B – NECARNEY CITY COUNTY ROAD SECTION					\$

Schedule A1 Total	\$
Schedule A2 Total	\$
Schedule B Total	\$
Sum of Totals (A1+A2+ B) = Grand Total	\$

The following documents are attached to and made a condition of this bid:

- a. The required Bid Security submitted on-line with the Bid Form.
- b. The First-Tier Subcontractor Disclosure Form submitted on-line within two hours after the date and time of the bid opening.
- c. The on-line vBid Schedule of Unit Prices as filled out and submitted by the Contractor.

Respectfully Submitted,

Name of Firm _____

Address _____

Federal Employer I.D. No. _____

State Employer I.D. No. _____

State C.C.B. Registration No. _____

Telephone (____) _____

FAX No. (____) _____

By _____
(Signature)

Name _____
(Please Print)

Title _____
(Signature)

If Corporation, Attest _____
(Secretary of Corporation)

Dated this ____ day of _____, 2025

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the City of Manzanita ("Obligee") the sum of (\$_____)

_____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its bid to an agency of the Obligee in response to Obligor's project identified as:

Manzanita Classic Street Connection project which bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 (5) and the procurement document.

NOW, THEREFORE, if the bid submitted by Principal is accepted, and if a contract pursuant to the bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 2025.

PRINCIPAL: _____ **SURETY:** _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(OAR 137-049-0360)

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

AGENCY SUPPLIED INFORMATION:

PROJECT NAME: **Manzanita Classic Street Connection**

Quest #: 9529255

CLOSING: **Date: May 20, 2025** **Time: 2:00 PM**

REQUIRED DISCLOSURE DEADLINE: **Date: May 20, 2025** **Time: 4:00 PM**

Deliver Form To (Agency): City of Manzanita

Designated Recipient (Person): Rick Rempfer

Agency's Address: 167 S 5th Street, Manzanita, OR 97130

INSTRUCTIONS: "Sealed bids will ONLY be received and accepted via the online electronic Bid service through www.QuestCDN.com"

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.

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 "Instructions to Bidders".

List below the Name, Category of Work add 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.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

The above-listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 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
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between

CITY OF MANZANITA

hereinafter called the Owner, and _____, hereinafter called the "Contractor."

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of the Work

The Contractor hereby agrees to furnish all labor, materials, equipment and supplies necessary for the construction and completion of the project entitled

Manzanita Classic Street Connection

all in accordance with the requirements and provisions of the Contract Documents. The term "Contract Documents" means and includes the following:

- a. Request for Proposal
- b. Bid Form
- c. This Agreement
- d. General Conditions to the Agreement
- e. Performance Bond
- f. Payment Bond
- g. Notice of Intent to Award
- h. Notice to Proceed
- i. All Change Orders issued after execution of this Agreement
- j. Drawings prepared by Windsor MEP Engineers LLC (Windsor Engineers) and North Coast Civil Design, and dated April 15, 2025
- k. Specifications prepared or issued by Windsor MEP Engineers LLC (Windsor Engineers) with input provided by North Coast Civil Design dated April 15, 2025.
- l. Addenda:

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

No. _____, dated _____, 2025.

All the above form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE II - Time of Completion

The Work to be performed under this Contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The written Notice to Proceed shall be issued within 10 days following receipt of the acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded. Substantial Completion shall be achieved not later than November 21, 2025 with such extensions of time as are provided for in the

CONTRACT DOCUMENTS

Manzanita Classic Street Connection

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Addendum 3

PERFORMANCE BOND

Bond No. _____

Solicitation N/A

Project Name: **Manzanita Classic Street Connection**

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)* Bond Amount No. 2:* \$ _____

** If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above-identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Manzanita the plans, specifications, terms and conditions of which are contained in the above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Manzanita and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Manzanita be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____, 2025

PRINCIPAL: _____

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND

Bond No. _____

Solicitation _____ N/A _____

Project Name **Manzanita Classic Street Connection**

_____ (Surety #1) Bond Amount No. 1: \$ _____

_____ (Surety #2)* Bond Amount No. 2:* \$ _____

** If using multiple sureties*

Total Penal Sum of Bond: \$ _____

We, _____, as Principal, and the above-identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Manzanita the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Manzanita the plans, specifications, terms and conditions of which are contained in above-referenced Project;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Manzanita and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Manzanita be obligated for the payment of any premiums.

This bond is given and received under authority of ORS 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____, 2025

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

CERTIFICATE OF COMPLIANCE

City of Manzanita
PO Box 129
P.O. Box 250
Manzanita, OR 97130

ATTN: Rick Rempfer, Public Works Director

PROJECT NAME: **Manzanita Classic Street Connection**

PROJECT LOCATION: **Manzanita, Oregon**

I hereby certify that:

- A. All Work on the above-referenced Contract has been performed and materials supplied in accordance with the Plans, Specifications, and Contract Documents for the above Work;
- B. There have been no unauthorized substitutions of Subcontractors; nor have any subcontracts been entered into without the names of the Subcontractors having been submitted to and approved by the Owner prior to the start of such subcontracted Work;
- C. No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to and approved by the Owner together with the names of all Subcontractors;
- D. All Subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) were registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.026 to 701.035 before the Subcontractors commenced Work under the contract;
- E. All claims for material and labor and other services performed in connection with these Specifications have been paid; and
- F. All money due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission (in accordance with ORS 305.385 and ORS 279C.530), hospital associations and/or others have been paid.

Authorized Signature _____
[Contractor] [Date]

END OF CONTRACT DOCUMENTS