SECTION 00 41 13.01 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the General Conditions. This form constitutes a Request for Pricing Proposal and any mutually agreed upon companion documentation prepared by CONTRACTOR to support the response to the Request for Pricing Proposal.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted via email (gbrewster@ci.sandy.or.us):

The City of Sandy, Oregon

Attn: Greg Brewster – IT Director/SandyNet General Manager

39250 Pioneer Blvd Sandy, OR 97055 Phone: (503) 489-0937

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Task Order Agreement with Owner in the form included 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are required to be submitted with and made a condition of this Bid:
 - A. A tentative schedule of the work, from Notice to Proceed through Substantial Completion.
 - 1. For purposes of scheduling, bidder shall assume a Notice to Proceed date of August 5, 2025.
 - 2. Bidder, in Bidder's tentative schedule, shall identify critical path for the project and identify work sequenced in accordance with Section 01 15 00 of Article 2.
 - 3. City will consider both the Bid and Bidder's tentative schedule in determining a responsive bid. A clear and appropriately sequenced construction schedule is an important consideration when determining the responsiveness of the Bidder.
 - B. List of Proposed Subcontractors;
 - 1. List the name of each subcontractor that will be furnishing labor or materials in connection with this contract that will have (1) a contract value equal to or greater than 5 percent of the total bid or \$15,000, whichever is greater, or (2) \$350,000, regardless of the percentage of the total bid.
 - 2. Otherwise, provide a statement of 'There are no subcontractors that will be furnishing labor or materials in connection with this Contract' if there are no subcontractors that need to be disclosed.
 - C. Identification of Key Personnel assigned to the Task Order by the Contractor including a current resume listing similar assignments. Key Personnel include:
 - 1. Project Manager and/or General Superintendent
 - 2. Safety Director or Manager
 - 3. Project Foreman or Engineer

BID PROPOSAL

ARTICLE 3—BASIS OF BID

3.01 Lump Sum Bids

A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow for the lump sum (stipulated) price, subject to adjustment under the Contract:

Item No.	ltem	Unit	Estimated Quantity	Lump Sum Price
1	Alder Creek Fiber Optic Cabling	LS	1	70,000
2	Sandercock Fiber Optic Cabling	LS	1	80,000
3	Terran Fern Fiber Optic Cabling	LS	1	56,000
Total of all Lump Sum Price Work				

Total Bid: \$ Hundred, Seven Thousand	and 00/100 Dollars	\$206,000
(Use words)		(Use numbers)
*Abbreviations		
LS – Lump sum	LBS – Pounds	
CY – Cubic yards	LF – Lineal feet	
EA – Each	SY – Square yard	

B. Bidder acknowledges that each Bid Item Lump Sum Price includes an amount considered by the Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

ARTICLE 4—TIME OF COMPLETION

4.01 Each Contractor's proposal will be evaluated based on a best value analysis, of which time to complete the work, is an element of evaluation. As part of the response to the Request for Pricing Proposals, each Contractor shall fill in the Contract Time they will require to complete the work. Each Contractor shall fill in the number of calendar days to achieve substantial and final completion in the following table, as a condition of their complete response to the Bid Proposal.

ltem No.	Description	-	when the Contract Times commence 4.01 of the General Conditions
		Substantial Completion	Final Completion
1	Alder Creek Fiber Cabling	30	35
2	Sandercock Fiber Cabling	45	55
3	Terra Fern Fiber Cabling	60	70

BID PROPOSAL

- 4.02 The Work will be substantially complete in accordance with Paragraph 15.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Bidder's Representations
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
 - 8. 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.
 - 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

BID PROPOSAL

PAGE 00 41 43.01 - 3

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.03 Bidder's Certifications

- A. The Bidder certifies the following:
 - 1. 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.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:			
NorthS	tar Electrical Contractors	IC.	
_	ίτνρεά or	printed name of oraanization)	
Ву:	_ y N. Up	(individual's signature)	
Name:	Jesse Culp	(marriadar 5 Signatar 2)	
		(typed or printed)	
Title:	President		
_	07/00/0005	(typed or printed)	
Date:	07/09/2025	(typed or printed)	
lf Piddar	is a corporation a partnership of	r a joint venture, attach evidence of authority to sign.	
		i a joint venture, attach evidence of authority to sign.	
Attest:	1109	(individual's signature)	
Name	Jesse Culp		
	P	(typed or printed)	
Title:	President	(typed or printed)	
		(typed of printed)	
Date:	07/09/2025		
		(typed or printed)	
Address 1	for giving notices:		
	11055 SW Clay Street	· · · · · · · · · · · · · · · · · · ·	
	Sherwood, OR 97140		
Bidder's (
Name:	Jesse Culp	(iyped or printed)	
Title:	President		
nue.		(typed or printed)	
Phone:	503-612-0840		
Email:	jesse.culp@northstarelect	com	
Address:			
	11055 SW Clay Street		
	Sherwood, OR 97140		
Bidder's C	Contractor License No.:	90454	
	IDY – JUNE 2025 FIBER OPTIC CABLING FOR ALDER C	BID PROPOSA REEK, TERRA FERN, SANDERCOCK	۱L
520-152-732	2200 – ALDER CREEK WTP IMPROVE	MENTS PAGE 00 41 43.01 -	5



March 31, 2013

Meeting of the Board of Directors – March 31, 2013

Meeting called to order by President Kenneth E. Murphy on March 31st, 2013 at 2:30 PM at 19450 SW Cipole Road, Suite 107, Tualatin, Oregon 97062.

Attendees: Kenneth E. Murphy and Jesse N. Culp.

p. h.

Sales agreement signed by both parties transferring 100 percent ownership of the KemCorp, Inc. Corporate Stock from Kenneth E. Murphy to Jesse N. Culp effective March 31st, 2013.

The Corporation name was changed from KemCorp, Inc. to NorthStar Electrical Contractors, Inc. and registered with the State of Oregon on

March 31st, 2013.

Kenneth E. Murphy resigned the positions of President, Secretary and Treasurer of the Corporation. Jesse N. Culp received majority vote to replace Murphy as President, Secretary and Treasurer of the Corporation.

All amendments and changes were approved. Meeting adjourned at 4PM.

Signed by:

Kenneth E. Murphy	KEMUS	Date 7-31-2013
	, , , , , , , , , , , , , , , , , , , ,	

Jesse N. Culp

Date 3-31-2013

Bidder	Surety
Name: NORTHSTAR ELECTRICAL CONTRACTORS, INC.	Name: MERCHANTS NATIONAL BONDING, INC.
Address (principal place of business):	Address (principal place of business):
11055 SW CLAY STREET SHERWOOD OR 97140	6700 WESTOWN PARKWAY WEST DES MOINES IA 50266
SHERWOOD OR 97 140	VVLST DES MICHVES IN 50200
Owner	Bid
Name:	Project:
CITY OF SANDY, OR	FIBER OPTIC CABLING FOR ALDER CREEK,
	SANDERCOCK, AND TERRA FERN SITES AS PART OF
	THE ALDER CREEK WTP IMPROVEMENTS PROJECT
Address:	
39250 Pioneer Boulevard	SW Bluff Road, between the intersections of SW
Sandy, OR 97055	Hudson Road and SW Proctor Road
	Bid Due Date: July 9, 2025
Bond	
Penal Sum: NOT TO EXCEED TEN PERCENT OF AMOUNT	· BID** (**10%**)
Date of Bond: JULY 8, 2025	• • • • • •
Surety and Bidder, intending to be legally bou	nd hereby, subject to the terms set forth in this Bid Bond,
do each cause this Bid Bond to be duly execute	ed by an authorized officer, agent, or representative.
Bidder	Surety
NORTHSTAR ELECTRICAL CONTRACTORS, INC.	MERCHANTS NATIONAL BONDING, INC.
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
Ву:	By: Mobing and
(Signature)	(Signature) (Attach Power of
T	Attorney)
Name: Jesse Culp	Name: ROBIN BAIRD
(Printed or typed)	(Printed or typed)
Title: President	Title: ATTORNEY-IN-FACT
1 male	R-1 -
Attest:	Attest:
(Signotture)	(Signature)
Name: Jesse Culp	Name: ROSE FIEDLER
(Printed or typed)	(Printed or typed)
Title: Secretary	Title: OFFICE ADMIN
	giving any required notice. (2) Provide execution by any
additional parties, such as joint venturers, if ne	LESSUIY.

SECTION 00 43 13 - BID BOND

CITY OF SANDY – JUNE 2025 ISSUED FOR FIBER OPTIC CABLING FOR ALDER CREEK, TERRA FERN, SANDERCOCK 520-152-732200 – ALDER CREEK WTP IMPROVEMENTS **BID BOND**

PAGE 00 43 13 - 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 will be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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.

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- 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

44



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Keith M Yam; Ken Price; Kyle Hudson; Michelle Bench; Robin Baird; William Kaufmann

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner -Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.



STATE OF IOWA COUNTY OF DALLAS ss.

On this 2nd day of June 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

President

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

8 JULY 2025 In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of ING CO. TIONA r lalin 2003 1933 Secretary POA 0018 (5/25)

SECTION 00 45 13 - BIDDER QUALIFICATION STATEMENT

ITB No.:Jesse Culp
Bidder Name: NorthStar Electrical Contractors, Inc.
Bidder Address: 11055 SW Clay Street, Sherwood, OR 97140
Bidder Contact for Qualification Statement:Jesse Culp
Phone Number for Contact: <u>503-612-0840</u>
E-mail for Contact: jesse.culp@northstarelect.com

The above-named Bidder submits the information on this form and attached to this form as evidence that it is a responsible bidder. The Bidder acknowledges that this information shall be used by the Owner to make an award determination. In addition to this form, Owner may obtain any information Owner deems necessary to make the determination. Owner will notify the Bidder of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. Owner may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

SUPPLEMENTAL RESPONSIBILITY REQUIREMENTS

- A. In making a determination whether or not the Bidder is a responsible bidder, the Owner will evaluate the Bidder on the following Responsibility Criteria:
 - 1. The Bidder has the necessary resources to complete the Work to the quality specified within the Contract Time.

In evaluating the "success" of such project Work, completion, resources and quality, the Owner may check owner references for prior projects and evaluate the owner's assessment of the Bidder 's performance, including but not limited to the following areas:

- a. Quality and timeliness of required submittals and associated paperwork;
- b. Adherence to standards;
- c. Utilization and management of qualified subcontractors;
- d. Financial capability to obtain the requisite bonds and procure supplies;
- e. Financially responsible of payments to subcontractors, suppliers, and workers;
- f. Compliance with applicable laws and regulations applicable to the Work, including by not limited to health and safety laws and regulations;

- g. Communication with owner and other affected parties;
- h. Cost control; and
- i. Compliance with contract documents.
- 2. The Bidder has experienced personnel with the knowledge, skills and abilities to carry out the Work including;
 - a. Superintendent has a minimum of five (5) years' experience supervising the construction of at least two (2) construction projects of a similar scope and complexity to the Project; and
 - b. Project Manager has at least five (5) years of successful experience performing the same type of work that will be assigned to them for this project on projects of a similar scope and complexity to the Project.

In evaluating the "success" of such project management staff, the Owner may check owner references for prior projects and evaluate the owner's assessment of the Bidder's performance, including but not limited to the following areas:

- 1) Names of Superintendent and Project Manager;
- 2) Contractor's name and Superintendent and Project Manager's employer, if different than the Contractor;
- 3) Project Name;
- 4) Project Value;
- 5) Construction Duration;
- 6) Owner Name/Contact Information;
- 7) Project Description including the Scope of Work, project location, and a description of any required specialty work;
- 8) Description of the work the Superintendent was responsible for supervising; and
- 9) Description of the work performed by the Project Manager.
- B. To demonstrate its compliance with the above Responsibility Criteria, please submit the below information:
 - 1. Provide a description of five (5) projects of a nature, scope, and magnitude equal to or greater than the Project that the Bidder has completed in the past ten (10) years noted for Items 1, 2 and 3 listed under A. above. Attach a document containing the following information and please label it as a response to question B1.
 - a. Project Name;
 - b. Project Value and Final Contract Amount;

- c. Project Duration/Term and Final Contract Term;
- d. Owner Name/Contact Information;
- e. Project Description including the Scope of Work, project location, and a description of any required specialty work;
- f. Project Superintendent;
- g. Description of delays or problems experienced on each project;
- h. Project compliance in relation to health and safety laws and regulations;
- i. Management of safety and safety record with an Experience Modification Rate (EMR) scores relating to construction activities performed;
- j. Project resources utilized (qualified subcontractors, suppliers, etc.); and
- k. Project compliance regarding applicable laws and regulations.
- 2. Demonstrate the Bidder's commitment to safety by providing a listing of any major "incidents" relating to construction activities in the last 5 years. For each event, please attach a detailed explanation of the circumstances, the allegations and the findings, whether the matter is still pending or has been resolved, and contacts that the District may contact for additional information. Please label this "response to question B2".
- 3. Besides the five projects listed above, provide any other statements, qualifications, certifications, or other evidence that the Bidder has the ability, capacity, and skill to successfully perform the Contract. If you attach a document containing this information, please label it as a response to question B3.
- 4. Provide any other references, awards, certifications, or other proof that the Bidder has the character, integrity, reputation, judgment, experience, and efficiency to successfully perform the Contract. If you attach a document containing this information, please label it as "response to question B4".
- 5. Provide a schedule, sourcing list and other documentation to show the Bidder has the ability to perform the Contract within the time specified. The Bidder has the necessary resources to complete the Work to the quality specified within the Contract Time. If you attach a document containing this information, please label it as "response to question B5".
- 6. Has the Bidder ever been ticketed, fined, charged, sued, or otherwise found to be out of compliance with the laws relating to the Work, this Contract, or the Project? If yes, please attach a detailed explanation of the circumstances, the allegations, and the findings, whether the matter is still pending or has been resolved, and contacts that the Owner may contact for additional information. Label attachment as "response to question B6".

No: X Yes:

7. Provide any other evidence (if any) that the Bidder has which demonstrates its previous and existing compliance with laws relating to this Contract and this Project. If you attach a document containing this information, please label it as "response to question B7".

8. Attach resumes, statements or other documentation for each member of the Bidder's proposed project management staff (project manager, superintendent, engineer or similar level personnel) to show that the Bidder's proposed project management staff members each have at least five (5) years of successful experience performing the same type of work that will be assigned to them for this project on projects of a similar nature, scope and complexity to the Project noted for Item 4 listed under A. above.

The list may include projects supervised on behalf of Bidder and projects supervised on behalf of the proposed Supervisor's prior employer(s). If more than one Supervisor may be used provide the information for each Supervisor.

If you attach a document containing this information, please label it as a response to question B8.

9. Is the Bidder currently a party to a claim against, or a formal dispute resolution process with, the Owner—i.e., pending mediation, arbitration or litigation?

Yes: _____ No: ____

If "No," please explain in an attached document.

10. Demonstrate the responsibility of its proposed Subcontractors. The verification may include a representation that each Subcontractor, at the time of subcontract execution, meets the Responsibility Criteria and possesses all required licenses. The Owner reserves the right to request additional information or to investigate the veracity of any statements provided and to make its own determination of responsibility. If you attach a document containing this information, please label it as a response to question B10.

Does the Bidder have all required licenses, insurance and/or registrations, if any, and is the business legally authorized to do business in the state of Oregon?

Yes: X

No:_____

If "No," please explain in an attached document.

11. Within the last 3-year period, has your business been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

Yes:



If "YES," please explain in an attached document.

12. Within the last 3-year period, has your business filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it?

Yes: _____

No: X

If "YES," please explain in an attached document.

13. Within the last 3-year period, has your business had one or more contracts terminated for default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes?

Yes:

If "YES," please explain in an attached document.

14. Is your business experiencing financial distress or having difficulty securing financing?

Yes: _____ No:____

If "YES," please explain in an attached document.

15. Does your business have sufficient cash flow to fund day-to-day operations throughout the proposed contract period?

1 N.G

No:

If "NO," please explain in an attached document.

On behalf of the Bidder, I have read through the responses to this form and the attached information and declare under penalty of perjury under the law of Oregon that the information contained in this Bidder's Qualification Statement with attachments is true and correct.

Signed on the <u>9th</u> day of July, 2025 (date)(month)(year)

at <u>Sherwood</u>, OR, United States (city, state and county)

Signed:____

CONFIDENTIALITY STATEMENT

The City of Sandy abides by the public records laws of the State of Oregon. As such, proposal documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a proposal may or may not be considered to be exempt from public disclosure based on the following:

- Trade secrets as identified in ORS 192.345(2);
- Information submitted in confidence as identified in ORS 192.355(2).

To the extent of the law, the City will endeavor to keep information confidential if the proposer marks the subject information as confidential. If a proposal contains any information that the Proposer believes is exempt from disclosure under the various grounds specified in the Oregon Public Records Law, the Proposer must clearly designate each such portion of its proposal as exempt at the time of proposal submission, along with a justification and citation to the legal authority relied upon. Identifying the proposal, in whole, as exempt from disclosure is not acceptable. Failure to identify specific portions of the proposal as exempt shall be deemed a waiver of any future claim of that information as exempt.

The City will make available to any person requesting information, through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so. City may also, in its sole discretion, elect to publish all such information at any time, regardless of whether or not a public records request has been received. However, if a public records request is made for material marked by the Proposer as exempt, the City will attempt to notify the impacted Proposer prior to any release of the material. Application of the Oregon Public Records Law by the City will determine whether any information is actually exempt from disclosure. The City accepts no liability for the release of any information submitted.

CERTIFICATION OF EMPLOYEE DRUG-TESTING PROGRAM

Bidder Company Name: NorthStar Electrical Contractors, Inc.

Address: 11055 SW Clay Street

Sherwood, OR 97140

The following information and **signature** must be provided **by the company which provides employee drug-testing services** to the company submitting this bid proposal, **not** by the bidder.

I hereby attest that my company provides employee drug-testing services to the firm submitting this bid proposal, consistent with ORS 279C.505(2) and the applicable administrative rules.

,

Drug-Testing Company Name: LADCORP (RISS KNOWN DS MEDTOX)
Address: 402 West Country Rd D
St Paul, MN 55112
Drug-Testing Company Signature:
Printed Name: Danielle Conklin
Title: Clippt Services Team Leader
Telephone: $1(888) 295 - 9925$

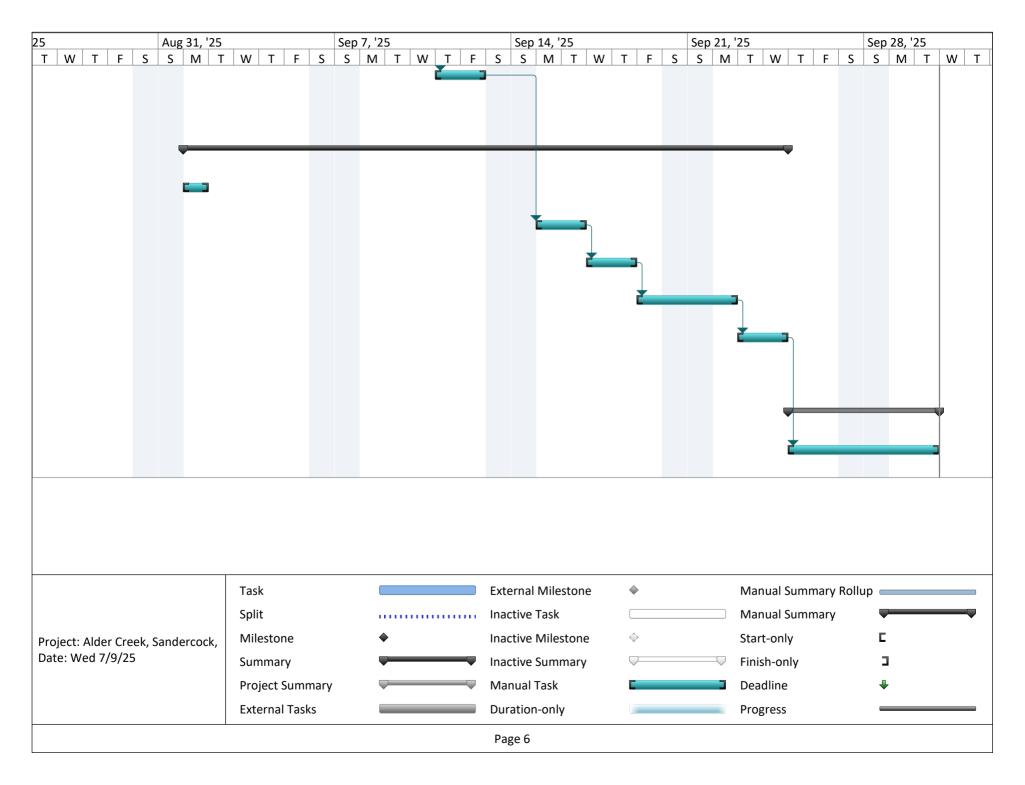
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1		\$	Contract	and Submittals			July 15th	Aug 5th											
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3		₿	Direction	al Drilling		31 days	Mon 8/11/25	Mon 9/22/25											
4		*	Alder (Creek Directional dril	ling	10 days	Mon 8/11/25	Fri 8/22/25											
5		*	Sander	rcock Lane Direction	al Drilling	12 days	Mon 8/25/25	Tue 9/9/25	4										
6		*	Terra F	ern Directional Drilli	ng	9 days	Wed 9/10/25	Mon 9/22/25	5										
7		₽																	
8		₽	Hand Ho	les and Trenching		15 days	Mon 8/25/25	Fri 9/12/25											
9		*	Hand H	lole installation at A	ldercreek	4 days	Mon 8/25/25	Thu 8/28/25	4										
10		*	Buildin Alderc	ng and pole trenching reek	g/tie in at	2 days	Fri 8/29/25	Mon 9/1/25	9										
11		*	Hand H	lole installation at Sa	andercock	4 days	Tue 9/2/25	Fri 9/5/25	10										
12		*	Buildin Sander	ng and pole trenching rcock	g/tie in at	2 days	Mon 9/8/25	Tue 9/9/25	11										
13		*	Hand H	lole installation at Te	erra Fern	1 day	Wed 9/10/25	Wed 9/10/25	12										
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15	2	Terra Fern													
15	4														
16	₽	Fiber optic Placement	18 days	Mon 9/1/25	Wed 9/24/25										
17	*	Fiber testing	1 day	Mon 9/1/25	Mon 9/1/25										
18	*	Place fiber at Aldercreek	2 days	Mon 9/15/25	Tue 9/16/25	14									
19	*	Place Fiber at Sandercock	2 days	Wed 9/17/25	Thu 9/18/25	18									
20	*	Place Fiber at Terra Fern	2 days	Fri 9/19/25	Mon 9/22/25	19									
21	*	Post placement Fiber test	2 days	Tue 9/23/25	Wed 9/24/25	20									
22	3														
23	3	Punch list	4 days	Thu 9/25/25	Tue 9/30/25										
24	*	All sites, clean up/Punch list	4 days	Thu 9/25/25	Tue 9/30/25	21									
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Response to Question B1

1) River Road

Project Value \$1.198 Million

Final Contract Amount \$1.108 Million

Project Duration: October 2023-March 2024

Owner Name/Contact Information: City of Salem, Steven Tjoelker stjoelker@cityofsalem.net

Project Description: Installation of fiber conduit, installation of fiber, including underground and aerial on PGE poles

Project Superintendent: Dave Elhard

Project Delays: No major problems experienced

Project Compliance: No problem with compliance in relation to health and safety laws and regulations

EMR Score: 0.74

Subcontractors on Project: Precision Fiber, Gelco, Penetrations, Inc. Carlson Testings

2) CBX Fiber WCCCA Connection

Project Value \$219K

Final Contract Amount \$219K

Project Duration: December 2021-February 2022

Owner Name/Contact Information: Clackamas County, Duke Dexter 503-742-4400

Project Description: Installation of conduit for future fiber

Project Superintendent: Dave Elhard

Project Delays: None experienced

Project Compliance: No problem with compliance in relation to health and safety laws and regulations

EMR Score: 0.74

Subcontractors on Project: None

3) Canby Ferry

Project Value \$448K Final Contract Amount \$446K Project Duration: September 2023-May 2024 Owner Name/Contact Information: Clackamas County, Joel Howie, jhowie@clackamas.us Project Description: Installation of aerial fiber, installation of fiber conduit and underground fiber. Project Superintendent: Dave Elhard Project Delays: None experienced Project Compliance: No problem with compliance in relation to health and safety laws and regulations EMR Score: 1.12 Subcontractors on Project: Precision Fiber, HQ Traffic Control, Benthin Engineering, Roth

4) Construction of Western Ave (HB Hwy-Allen Blvd) Improvements, COB_1.1 16-inch Watermain Improvements

Project Value \$1.025 Million

Communications, Inc

Final Contract Amount \$1.190 Million

Project Duration: August 2021-August 2023

Owner Name/Contact Information: City of Beaverton, Tina Nguyen, 503-526-2228

Project Description: Installation of Traffic Signals, Luminaires, and Fiber. Fiber was also spliced and tested.

Project Superintendent: Dave Elhard

Project Delays: No major problems experienced

Project Compliance: No problems with compliance in relation to health and safety laws and regulations

EMR Score: 0.74

Subcontractors on Project: Fibernet

5)Central Eastside Access and Circulation Improvements

Project Value \$1.410 Million

Final Contract Amount \$1.104 Million

Project Duration: October 2023-July 2024

Owner Name/Contact Information: ODOT 503-731-8200

Project Description: Installation of Traffic Signal, Luminaires, Flashing Beacons, and Fiber System. Including directional drilling for the conduits.

Project Superintendent: Dave Elhard

Project Delays: General Contractor had change order work that delayed our work starting, no change in our work

Project Compliance: No problems with compliance in relation to health and safety laws and regulations

EMR Score: 1.12

Subcontractors on Project: Precision, ACS Testing, All-Ways Excavating, MAK Electric

Response to Question 2

NorthStar Electrical Contractors, Inc. does not have any major "incidents" in the last five years in relation to construction activities.

Response to Question 8

David W. Elhard, Underground Superintendent

20 years of experience as a fulltime underground superintendent at NorthStar Electrical. He has extensive Knowledge of PBOT, ODOT and City of Gresham Signal Standards. Successfully installed over 250 signal support drilled shafts. Supervised the excavation and foundation installation of over 100 traffic signals.

Lars Larson, Electrical Superintendent

11 years of experience building traffic signals for NorthStar Electrical as a full time employee. Has overseen the successful construction of 50 traffic signals. Lars has extensive knowledge of PBOT, ODOT and City of Gresham Signal Standards. Has a reputation for a very clean finished product. He works very well with inspectors and general contractors.

Jesse Culp, Project Manager

17 years of experience leading NorthStar Electrical. Jesse started in the field as a site foreman on an excavation crew. He became an electrical apprentice, journeyman electrician, supervising electrician and owner of NorthStar. This gives him a broad knowledge base of all aspects of roadway electrical work.

Extensive knowledge of PBOT, ODOT and City of Gresham Signal Standards.

SECTION 00 41 00.01 - FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM FOR FIBER OPTIC CABLING FOR ALDER CREEK, TERRAN FERN, AND SANDERCOCK AS PART OF THE ALDER CREEK WTP IMPROVEMENTS PROJECT

FOR CITY OF SANDY Project #520-152-732200

Bid Period Closing Date & Time:

July 9, 2025, at 2:00 PM

Disclosure Submittal Deadline:

Within two hours after closing of the bid period.

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 is required to be disclosed, the category of work that the Subcontractor will be performing and the dollar value of the subcontract. A Subcontractor is required to be disclosed if (A) it will be furnishing labor or labor and materials in connection with the contract; and (B) it will have a contract value that is equal to or greater than five percent of the total bid project or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no Subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

Subcontractor Name*	Dollar Value	Category of Work	
NONE			
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Failure to submit this form by bid will not be considered for		result in a nonresponsive bid. A nonresp by the City.	onsive
Form Submitted by (Bidder Na	ame): <u>NorthStar Electric</u>	al Contractors, Inc.	

Contact Name: Jesse Culp_____Phone No.: 503-612-0840

INVITIATION TO BID