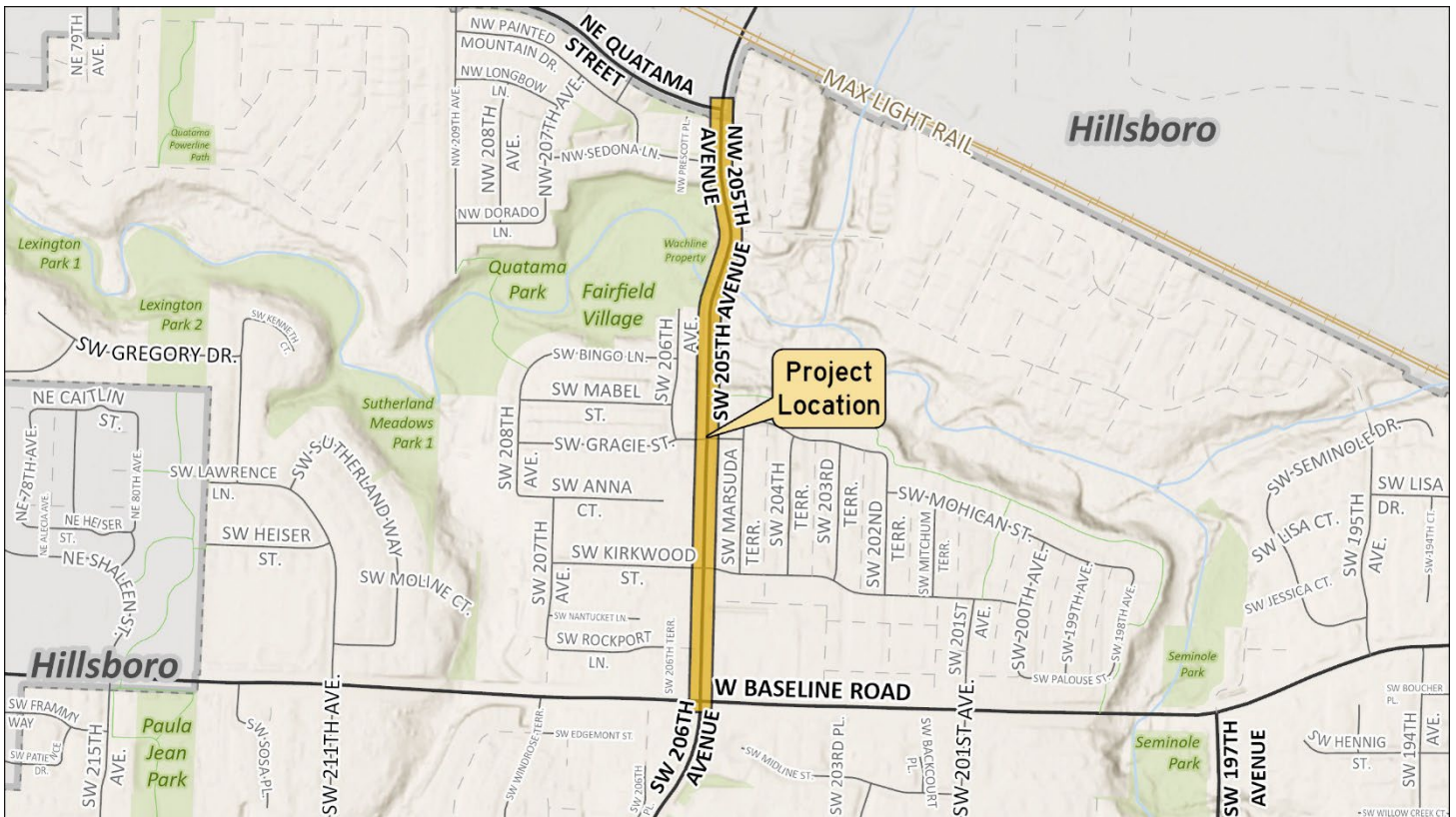


DATE ISSUED: March 2, 2026



BOOK 1 OF 2
OF THE BID DOCUMENTS FOR:



SW 205th Avenue
Baseline to Quatama Improvements

**ROADWAY, DRAINAGE, STRUCTURES, PAVING, SIGNING, STRIPING,
ILLUMINATION, SIGNALS, INTERCONNECT & LANDSCAPING**

BID NUMBER: 2026.028-LUT CPS
PROJECT NUMBER: 100690

**A WASHINGTON COUNTY
DEPARTMENT OF LAND USE & TRANSPORTATION
PUBLIC IMPROVEMENT PROJECT**

**BOOK 1 OF 2
OF THE BID DOCUMENTS
FOR:**

**SW 205th Avenue
Baseline to Quatama Improvements**

PREPARED BY:

**WASHINGTON COUNTY
DEPARTMENT OF LAND USE & TRANSPORTATION
CAPITAL PROJECT SERVICES
1400 SW WALNUT STREET, MS#18
HILLSBORO, OR 97123-5625**

**BID NUMBER: 2026.028-LUT CPS
PROJECT NUMBER: 100690
DATE ISSUED: March 2, 2026**

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PART 1.0, BIDDING FORMS

1.10 SIGNATURE PAGE

In the event this Bid is accepted by the County and the undersigned fails to execute a satisfactory contract and bond in accordance with 00130.50, and after receiving written notice within ten (10) calendar days (excluding Sundays) from the date of from the date of the "Notice of Award", the County may, at its option, declare that the undersigned has abandoned the contract and thereupon this Bid shall be returned to the undersigned.

The bidder, by their signature below, hereby acknowledges that they have read the offer, understands it, and agrees be bound by its terms and conditions.

Signature of Bidder

Company Name

Printed Name of Bidder

Street Address
or mailing address if different

Title

City, State, Zip code

Telephone Number

Federal Tax I.D. Number

Fax Number

CCB License Number

Email Address

Expiration Date

Dated this ____ day of _____, 2026

APPROVED AS TO FORM:
/s/ Cortney D. Duke-Driessen
Sr. Assistant County Counsel
(06/2020)

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1.20 BID GUARANTY FORM

KNOW ALL PERSONS by these presents, that we _____ (Contractor), as principal and _____ (Surety), a corporation duly organized under the laws of the State of _____, having its principal place of business at _____, and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto Washington County, Oregon, as obligee, in the full sum of ten (10) percent of the total amount of the bid for the payment of which will and truly be made, we bind ourselves, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, as the principal named below is submitting an irrevocable bid for the construction of **“SW 205th Avenue - Baseline to Quatama Improvements”** as described in the Washington County Invitation to bid, and accompanying contract documents incorporated by reference herein, and if said bid submitted by principal is accepted by Washington County and said principal fails to execute the contract and required performance and payment bonds in accordance with 00130.50, then the Bid Guaranty shall immediately be paid to Washington County in accordance with 00130.60.

AND FURTHER, if the submitted Bid is accepted by Washington County and said principal shall enter into and execute the contract and shall furnish bonds as required by Washington County, Oregon, within the time fixed by said County, then this obligation shall be void; otherwise, to remain in full force and effect for not less than thirty (30) calendar days from the date of award, unless otherwise specified in the Special Provisions.

Signed and sealed this _____ day of _____, 2026.

By: Principal

Surety

By: Attorney-In-Fact

APPROVED AS TO FORM:
/s/ Cortney D. Duke-Driessen
Assistant County Counsel
(06/2020)

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1.30 FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

Project Name: SW 205th Avenue - Baseline to Quatama Improvements Project No. 100690 Bid No. 2026.028-LUT CPS

Bid Closing Date: _____ Bid Closing Time: _____

Prime Contractor: _____ Contact Name: _____ Phone No.: _____

Subcontractor Name and Address	Dollar Value	Category of Work to be Performed by Subcontractor

NONE

Check this box if no subcontractors meeting the requirements of 00120.40(f) will be used on this project.

- Submit this form electronically (on OpenGov Procurement) with the Bid, or on a second, linked solicitation that will be activated after the bid opening. Make additional copies if necessary. Email submissions will not be accepted.
- This list is to be completed and submitted no later than two work hours after the time bids are due.
- If subcontractors subject to the requirement of subsection 00120.40(f) are not used in this project, indicate "NONE" on this form and submit.

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.
(11/2021)

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PART 2.0, CONTRACT FORMS

2.10 CONTRACT AGREEMENT

This contract agreement, made and entered into by and between _____, hereinafter called the "Contractor", and Washington County, Oregon, a political subdivision of the State of Oregon, herein-after called the "County".

WITNESSETH:

WHEREAS, the Contractor has submitted the lowest acceptable bid to the County, and the contract has been awarded to the Contractor and parties hereto are desirous of entering into a contract for the performance of the said work.

NOW, THEREFORE, the Contractor and the County, for the consideration herein stated, agree as follows:

ARTICLE 1: The Contractor agrees to perform the work and furnish all the materials, labor, tools, and equipment for the construction of **“SW 205th Avenue - Baseline to Quatama Improvements”** in accordance with the bid made by the Contractor and these contract documents.

ARTICLE 2: The following documents together comprise the Contract Documents and are hereby made a part of this Contract Agreement:

- Addenda, if any - modifications incorporated into the documents before their execution.
- The "Oregon Standard Specifications for Construction", 2024 Edition, Oregon Department of Transportation (ODOT), Oregon Chapter of American Public Works Association (APWA), and any modifications made by the Special Provisions and any additional specifications included.
- Plans and Drawings
- Bidding Requirements, including:
 - Invitation to Bid
 - Project Information
- Bid Schedule and Bid forms, including:
 - Offer
 - Bid Schedule
 - Signature Page
 - Bid Guaranty
 - First-tier Subcontractors Disclosure Form

- Contract Forms include:
 - Contract Agreement
 - Performance Bond
 - Payment Bond
 - Selection of Retainage Option
- Other documents referred to in the contract documents are part of the contract by reference, excepted as otherwise provided excluded by the Oregon Standard Specifications for Construction and or the Special Provisions
- Change Orders and Price Agreements - duly issued contract modifications after the contract documents are executed.

ARTICLE 3: In consideration of the faithful performance of the work herein embraced, the County agrees to pay the Contractor such sum as shall be determined by the County, based upon quantities of work performed and in the manner set forth in these Contract Documents.

ARTICLE 4: The Contractor agrees that the work under this contract shall be completed within the contract time specified in Subsection 00180.50 of the Special Provisions herein. In the event the Contractor fails to complete work within the contract time or in the extended time agreed upon, liquidated damages shall be computed and paid as specified in, or as modified by the Special Provisions.

ARTICLE 5: The Contractor agrees to faithfully complete and perform all of the obligations of this Contract, shall make payment promptly as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor, or materials for the prosecution of the work provided for in this Contract or any part thereof; shall pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from the Contractor or subcontractors incurred in the performance of this Contract and pay all sums of money withheld from the employees of said Contractor and payable to the Department of Revenue pursuant to ORS 316.167; shall not permit any lien or claim to be filed; shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the Contractor has agreed to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, or contract for the purposes of providing or paying for such service; shall pay all other just debts, dues, and demands incurred in the performance of the Contract; and shall in all respects perform said Contract according to law.

ARTICLE 6: The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of one (1) year after the date of written acceptance of the work by the County and further agrees to indemnify and save the County harmless from any costs encountered in remedying such defects.

ARTICLE 7: It is expressly understood that this Contract in all respects shall be governed by the laws of the State of Oregon and the ordinances and regulations of Washington County.

ARTICLE 8: In the event of any action for any purpose to enforce the terms of this Contract, the losing party will pay the prevailing party, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as attorney fees for the prosecution of said action, including appeal. Any action arising out of this Contract shall be brought in the Circuit Court for Washington County, Oregon, or the Federal District Court for the State of Oregon, which courts shall have exclusive venue.

ARTICLE 9: The Contractor acknowledges, has read, and understands the insurance and indemnity provisions as covered in 00170 of the Oregon Standard Specifications for Construction, and agrees to abide by them.

ARTICLE 10: This Agreement is binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CONTRACTOR

WASHINGTON COUNTY

By: _____

By: _____

Title: _____

Authorized Official Signature per 00130.50

Recording Secretary:

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
/s/ Cortney D. Duke-Driessen
Assistant County Counsel
(06/2020)

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2.20 PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, _____
by and through its corporate officials, doing business at _____

_____ as principal, and
_____ as surety, are

jointly and severally held and bound unto Washington County, in the sum of
\$ _____ for the payment
of which we jointly and severally bind ourselves, our heirs, executors, administrators,
and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, with Washington County for **SW 205th Avenue - Baseline to Quatama Improvements**, which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications which are set out in said contract and all authorized modifications of the contract which increase the amount of the work, the schedule of work and the amount of contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and things by him undertaken to be performed under said contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the contract, and shall indemnify and save harmless Washington County, its Board of Commissioners, its officers, employees, and agents, against any 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 said contract by the said Contractor or his subcontractors and shall in all respects perform said contract according to law, this obligation is to be void, otherwise to remain to full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Washington County be obligated for the payment thereof.

This bond is dated of the effective date of the contract for **SW 205th Avenue - Baseline to Quatama Improvements**, or upon final signature of the contract, whichever is later.

By _____
Authorized Official Signature

Title _____

By _____
Authorized Official Signature

Title _____

Surety

By _____
Attorney in Fact
(A Power of Attorney for the Attorney
in Fact must be attached to this bond)

By _____
Agent

Agent Phone Number)

Surety's Seal
Must be affixed

APPROVED AS TO FORM:
/s/ Cortney D. Duke-Driessen
Assistant County Counsel
(12/2024)

2.30 PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That, _____
by and through its corporate officials, doing business at _____
_____ as principal,
and _____ as surety,
are jointly and severally held and bound unto Washington County, in the sum of
\$ _____ for
the payment of which we jointly and severally bind ourselves, our heirs, executors,
administrators, and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas the said principal herein has made and entered into a certain contract, with Washington County for **SW 205th Avenue - Baseline to Quatama Improvements**. Which contract, together with the applicable plans, Standard Specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof, whereby the said principal agrees to do in accordance with the certain terms conditions, requirements, plans and specifications set out in said contract and all authorized modifications of the contract which increase the amount of the work, schedule of work and the amount of the contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the principal herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or his subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contribution or amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay Washington County, such damages as may accrue to the county under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Washington County be obligated for the payment thereof.

This bond is dated of the effective date of the contract for **SW 205th Avenue - Baseline to Quatama Improvements**, or upon final signature of the contract, whichever is later.

By _____
Authorized Official Signature

Title _____

By _____
Authorized Official Signature

Title _____

Surety

By _____
Attorney in Fact
(A Power of Attorney for the Attorney
in Fact must be attached to this bond)

By _____
Agent

Agent Phone Number)

Surety's Seal
Must be affixed

APPROVED AS TO FORM:
/s/ Cortney D. Duke-Driessen
Assistant County Counsel
(12/2024)

2.40 SELECTION OF RETAINAGE OPTION

WHEREAS, the Contractor either intends to enter or has entered into a certain contract with Washington County for the **SW 205th Avenue - Baseline to Quatama Improvements** Project.

Retainage in the amount of five percent (5%) of the contract price of the work completed will be held by Washington County until such time as the project is completed and accepted by Washington County. Oregon law allows specific alternatives for the holding and accounting of this retainage at the option of the contractor. FAILURE TO EXECUTE AND SUBMIT THIS FORM PRIOR TO PREPARATION OF THE FIRST PROGRESS PAYMENT WILL RESULT IN THE AUTOMATIC SELECTION OF THE FIRST OPTION.

The Contractor elects the following option in providing for retainage for the above-named project. (check one only)

- ___ 1. **00195.50(c)(1) - Cash, Alternate A:** Retainage will be deducted from each progress payment and held by Washington County in an interest-bearing account, in a bank or other financial institution for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.
- ___ 2. **00195.50(c)(2) - Cash, Alternate B (Retainage Surety Bond):** The Contractor may submit a Surety bond in lieu of all or a portion of the retainage required under the Contract. Washington County will accept this Surety bond unless the County first finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560(1). The Surety bond must be in substantially the form specified in ORS 701.435 (4) and executed by a Surety bonding company that is authorized to transact Surety business in the State of Oregon and may not be a Surety obligation of an individual. The Surety bond and any proceeds of the Surety bond must be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. The County will reduce the cash retainage held by an amount equal to the value of the Surety bond and pay the amount of the reduction to Contractor according to ORS 279C.570.
- ___ 3. **00195.50(c)(3) - Bonds, Securities, and Other Instruments:** The Contractor may deposit bonds, securities or other instruments listed in ORS 279C.560(6) that are negotiable by Washington County with the County or in a bank or other financial institution, in the amount of _____ (cash amount greater than or equal to five percent (5%) of contract amount). This amount will be held by the County instead of cash retainage for the benefit of the County, which the County will accept unless the County first finds in writing good cause for rejection based on unique project circumstances, in accordance with ORS

279C.560(1). This deposit must be made before any progress payments will be made on the contract. All securities deposited will be returned to the Contractor as part of final payment.

Acceptable Bonds and Securities to be Held in Lieu of Retainage include, but are not limited to:

1. Bills, certificates, notes, or bonds of the United States.
2. Other obligations of the United States, its agencies, or its wholly-owned corporations.
3. Indebtedness of the Federal National Mortgage Association.
4. General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
5. Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

For

Company Name

Federal Tax ID Number

By (Signature)

By (Printed Name)

APPROVED AS TO FORM:

/s/ Cortney D. Duke-Driessen

Assistant County Counsel

(02/2025)

2.50 RETAINAGE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That, _____ by and through its corporate officials, a _____, organized and authorized to do business in the State of Oregon, as Principal, and _____, authorized to transact the business of surety in the State of Oregon, as Surety, are jointly and severally held and bound unto Washington County, in the penal sum of \$ _____, plus _____% of any increases in the contract amount that may occur because of change orders or increases in the quantities of or that addition of any new item of work.

THE CONDITION OF THIS BOND IS SUCH THAT

Whereas the said Principal herein has made and entered into a certain contract, with Washington County for **SW 205th Avenue - Baseline to Quatama Improvements**, which contract, together with the applicable plans, standard specifications, special provisions, and schedule of contract prices, is by this reference made a part hereof; and

Whereas the contract requires, and ORS 279C.560 allows the County to reserve as retained from any progress payment an amount not to exceed five percent from money earned on estimates during the progress of construction, in protection of the Country's interests; and

Whereas the Principal has requested that the County accept a surety bond in lieu of earned and retained funds and County has agreed to allow a retainage bond in lieu of earned and retained funds;

NOW, THEREFORE, the obligation is such that the Surety and the Surety's successors and assigns are held and bound to the County for the aforementioned amount. This surety bond and any proceeds from the surety bond are subject to all claims and liens by the County against the Principal in the same manner and priority as specified for retainage under ORS 279C.555 through 279C.570, 279C.600 to 279C.625, as applicable. The condition of this obligation is such that if Principal satisfies all payment obligations that County may lawfully claim against contract sums due to Principal and indemnify and hold the County harmless from any and all loss, costs and damages that the County may sustain by release of the retainage to Principal or Surety, this obligation is null and void if the County notifies the Surety that the County released the obligation. This obligation otherwise remains in full force and effect.

Surety agrees Surety is liable under this obligation in the same manner and to the same extent as Principal. Surety hereby waives notice of any alteration of contract or extension of time made by County. Surety will not be discharged or released from liability for any act, omission or defense of any kind or nature that would not also discharge the Principal. This obligation is binding upon and inures to the benefit of Principal, the Surety, County, and any of their respective heirs, executors, administrators, successors and assigns.

Nonpayment of the bond premium will not invalidate this obligation, nor shall County be obligated for the payment thereof.

In the event it becomes necessary to place this bond in the hands of legal counsel for collection, Principal and the aforesaid Surety, jointly and severally, hereby agree and covenant to pay Washington County's reasonable collection costs, including reasonable attorney fees, even though no suit or action is filed herein; however, if such suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action is heard, including on appeal.

Witness our hands this _____ day of _____, 2026.

By _____
Authorized Official Signature

By _____
Authorized Official Signature

Title _____

Title _____

By _____
Attorney in Fact
(A Power of Attorney for the Attorney
in Fact must be attached to this bond)

By _____
Agent

APPROVED AS TO FORM:
/s/ Cortney D. Duke-Driessen
Assistant County Counsel
(05/2024)