

MEMORANDUM

TO: Mayor and City Council

FROM: Faye Stewart, Public Works & Development Director

SUBJECT: AWARD OF STREET IMPROVEMENT CONTRACT

DATE: May 4, 2022

Background

On April 11, 2022 Cottage Grove and Creswell posted an Invitation to Bid (ITB) street improvements for E. Main Street and S. River Road in Cottage Grove and Emerald Parkway in Creswell. The ITB was for chip seal and liquid road applications to E. Main Street and Emerald Parkway and a scrub seal, chip seal, and liquid road applied to S. River Road. The ITB was a joint effort by both Cities to reduce the cost of preparing and seeking bids. Legal Counsel prepared the ITB documents following the City's adopted Public Contracting Rules.

Sealed bids were due by 3:00 pm April 29, 2022 at the City of Cottage Grove's Public Works & Development Department. The ITB was advertised on April 13, 2022 in the Daily Journal of Commerce, April 14, 2022 in the Cottage Grove Sentinel and The Chronicle. One bid was received and opened on April 29, 2022 from Sierra Santa Fe Corporation. The bid document was reviewed and deemed complete. If approved, the chip seal projects will be performed the week of July 18, 2022. Because the work will be performed and funded in the next fiscal year of 2022-2023 staff recommends Council award approval of the bid contingent on the adoption of Cottage Grove's 2022-2023 budget.

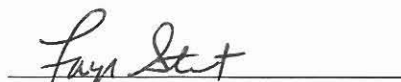
Recommendation

City Council move to conditionally award the street improvements contract to Sierra Santa Fe Corporation in the amount of \$225,500.00 for E. Main Street and S. River Road chip seal projects and authorize the City Manager to sign the contract and all associated documents after the City's 2022-2023 budget is adopted in June 2022.

Cost

The total cost of the contract is \$225,500.00 and will be paid by the Street Capital Fund.


Richard Meyers, City Manager


Faye Stewart, Public Works &
Development Director

BID FORM

City of Cottage Grove / City of Creswell
Street Chip Seal Projects
Cottage Grove, OR 97424

This bid is submitted to City of Cottage Grove, 400 E. Main Street, Cottage Grove, OR 97424.

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Construction Agreement with one or both Cities in the form included in the contract documents and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of bid security. This bid may not be amended or withdrawn and is subject to acceptance for forty (40) days after the date of bid opening. The successful bidder will sign the Construction Agreement included as part of the bid packet and submit the security and other documents required by the contract documents within ten (10) days after the date of City's Notice of Award.
3. In submitting this bid, bidder represents as more fully set forth in the Construction Agreement, that:
 - (a) Bidder has examined copies of the contract documents and the following addenda:

Date: <u>N/A</u>	Number: <u>N/A</u>
Date: <u>N/A</u>	Number: <u>N/A</u>
Date: <u>N/A</u>	Number: <u>N/A</u>
Date: <u>N/A</u>	Number: <u>N/A</u>

and also copies of the advertisement or Invitation to Bid and Instructions to Bidders;
 - (b) Bidder has examined the site and locality where the Work is to be performed, the applicable legal requirements (federal, state, and local, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of work, and has made such independent investigation as bidder deems necessary;
 - (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or

solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or the City;

- (d) The City does not have to award any contract based on the bids submitted. Any award which the City makes will be on the basis of the lowest responsible bidder.

4. Bid Quantities and Specifications	Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder will complete:

- (a) the Cottage Grove South River Road and East Main Street Projects for: \$ 222,500.00 ;
 - (b) the Creswell Emerald Parkway Project for: \$ 103,120.00 ;
 - (c) both the Cottage Grove and Creswell Street Improvement Projects for: \$ 325,620.00 , representing \$ 222,500.00 for Cottage Grove and \$ 103,120.00 for Creswell.
5. Bidder agrees to prepare the site and perform the labor necessary to complete one or both Street Improvement Projects which will be substantially completed in accordance with the plans and specifications attached hereto within 95 days of the receipt of the Notice to Proceed.
 6. Bidder acknowledges that bidder has reviewed the provisions of the Construction Agreement as to liquidated damages which may be assessed in the event of failure to complete the Work on time and has considered those potential damages in formulating this bid.
 7. The following documents are attached to and made a condition to the bid:
 - (a) Required bid security in the form of a bid bond or certified check in the amount of 10% of the total bid;
 - (b) Non-Collusion Affidavit;
 - (c) First-Tier Subcontractor Disclosure Form (attached to the bid or submitted to the City within two (2) hours after bid closing).

8. Bidder agrees and certifies as follows:


- (a) The provisions of ORS 279C.800 *et seq.*, relating to the prevailing wage rates, will be complied with;
- (b) Bidder is a resident of the State of Washington as defined in ORS 279A.120;
- (c) The provisions of ORS 305.385 relating to Oregon tax laws will be complied with;
- (d) Bidder has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any subcontracts required under this Contract, or against a business enterprise owner controlled by, or that employs, a disabled veteran as defined in ORS 408.225;
- (e) All employers, including bidder, that employ subject workers who work under the Construction Agreement shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Bidder shall ensure that each of its subcontractors complies with these requirements;
- (f) Bidder is registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055;
- (g) All subcontractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

9. Communications concerning this bid shall be addressed to:

Bidder: Sierra Santa Fe Corporation
P.O. Box 1058
Ridgefield, WA 98642

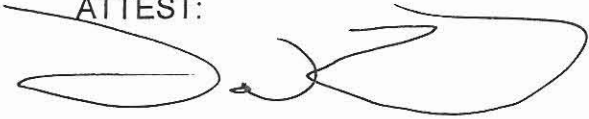
Submitted this 26th day of April, 2022.

Sierra Santa Fe Corporation
(Corporate Name) (Company Name)
(Corporate Seal, if any)

By:  David Zimmerly
(Name of person authorized to
Sign, or Title)

Business Address: P.O. Box 1058
Ridgefield, WA 98642
Phone: (360) 887-2222
State of Incorporation: Washington
Oregon Contractor Board No.: 144238

ATTEST:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Secretary of bidding corporation

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

CITY OF COTTAGE GROVE, OREGON

STREET IMPROVEMENT PROJECTS

BIDS DUE: April 29, 2022, at 3:00 PM
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE: April 29, 2022, at 5:00 PM

Submitted by: Sierra Santa Fe Corporation

Address: P.O. Box 1058, Ridgefield, WA 98642

Date: April 26th, 2022 Phone: (360) 887-2222

For projects with a contract value of more than \$100,000, this form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below, the "Name," "Dollar Value," and "Category of Work" of each subcontractor that:

- A. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
- B. Will have a contract value that is equal to or greater than five percent (5%) of the total project bid, but at least \$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 as needed.

SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF	OR CCB NUMBER*
Albina Asphalt	\$50,104.54	PMRE & CRS-3P	13

*Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), any contractor or subcontractor must be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake, or submit a bid to do work" in the State of Oregon. Contractor registration "at the time the offer is made" is a matter of bid responsiveness under Cities' Rule 137-049-0230(1).

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

NOTE: Faxed copies of this form will not be accepted. For more information, please see the "Bidder's Checklist" and the "Instructions to Bidders"

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

Sierra Santa Fe Corporation (Contractor) is submitting a bid to Cities of Cottage Grove and Creswell] (Cities) pursuant to the Cities' advertisement for bids dated Thursday, April 14, 2022.

Contractor certifies that, if it is awarded the contract, Contractor has the financial ability to obtain good and sufficient bonds in the forms attached, issued by a surety to the Cities, each in a sum equal to the amount of the bid providing for the faithful performance of the contract.

Contractor understands and agrees that if Contractor fails to provide either the required performance bond or payment bond, the Cities may reject the bid and the bid bond submitted with the bid may be forfeited.

The surety requested to issue the performance bond will be Liberty Mutual Insurance / Ohio Casualty (Surety Company). Contractor authorizes Surety Company to disclose any information to City concerning Contractor's ability to supply a performance bond in the amount of the contract.

The surety requested to issue the payment bond will be Liberty Mutual Insurance / Ohio Casualty (Surety Company). Contractor authorizes Surety Company to disclose any information to City concerning Contractor's ability to supply a payment bond in the amount of the contract.

Sierra Santa Fe Corporation

(Name of Contractor)

By: David Zimmerly

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Thaw we, Sierra Santa Fe Corporation as Principal and The Ohio Casualty Insurance Company as Surety, are held and firmly bound unto the City of Cottage Grove/City of Creswell as Obligee, in the penal sum of up to 10% of the bid, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for:

Street Chip Seal Projects

according to the terms of the bid made by the Principal, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said bid and award and shall give bond for the faithful performance thereof. With Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the advertisement for the bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 21ST, day of April 2022.

David Zimmerly
Principal


Signature of Authorized Official

The Ohio Casualty Insurance Company
Surety

By 
Attorney in Fact

President
Title



Name and address of local Agent and/or Surety Company: JD Fulwiler & Co Insurance
5727 S Macadam Ave
Portland OR 97239



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205196-980407

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Casteel; Amy Ringsage; Bari L. Smith; Holly G. Pfister; Jan Oyala; Jennifer L. Tuomi; Megan McGlohn; Neoma Voogt; Peggy A. Mac Millan; Shirley Kling; Susan Morell

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary

NON-COLLUSION AFFIDAVIT

STATE OF Washington)
) ss. City of Cottage Grove / City of Creswell (City)
) Street Improvement Project (Project)
County of Clark)

I state that I am President David Zimmerly of Sierra Santa Fe Corporation and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

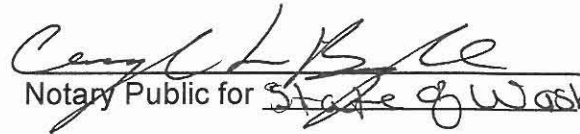
- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.
- (2) That neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been discussed with any other contractor, bidder or potential bidder, except as disclosed on the attached appendix.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) Sierra Santa Fe Corporation, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described on the attached appendix.

I state that Sierra Santa Fe Corporation understands and acknowledges that the above representations are material and important, and will be relied on by the Cities in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent

concealment from the Cities of the true facts relating to the submission of bids for this contract.

Name of Company: Sierra Santa Fe Corporation
Position: President

SIGNED and SWORN to before me this 22nd day of April,
2022, by David Zimmerly


Notary Public for State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
CHERYL L. BOGLE
MY COMMISSION EXPIRES
JUNE 2, 2024
COMMISSION NO. 20105444



Faye Stewart <pwdirector@cottagegrove.org>

contractor

1 message

Angela Keppler <planning@cottagegrove.org>
To: Faye Stewart <pwdirector@cottagegrove.org>

Fri, Apr 29, 2022 at 3:35 PM



Contractor License Search

CCB Contractor Search for "144238" (1 Records)

	License #	Name	License Status	Address
<input type="button" value="Choose"/>	144238	SIERRA SANTA FE CORP	Active	PO BOX 1058 RIDGEFIELD WA 98642

Page 1 of 1

[CCB Home](#) | [CCB License Search](#)
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Angela Keppler
Administrative Aide - Planning/Building
City of Cottage Grove
planning@cottagegrove.org
541-942-3340

SPECIFICATIONS

Cottage Grove East Main and South River Road Specifications

12 YR +/- SOLUTION. RIVER ROAD: Scrub Seal 1st layer and Chip Seal 2nd layer both approx. 81,640 sq. ft. (travel lanes only), followed by 2 layers of Liquid Road™ on approx. 109,730 sq. ft. (gutter to gutter), all work performed on River Road is between Harrison Avenue and Main Street. EAST MAIN STREET: 1 layer of Chip Seal approx. 80,920 sq. ft. (travel lanes only), followed by 2 layers of Liquid Road™ on approx. 99,960 sq. ft. (gutter to gutter), all work performed on East Main Street is between South 10th Street and South Gateway Boulevard. (Please see maps on page 51 and 52 of this ITB for greater detail. Note, maps are not to scale and should be used for reference purposes only.)

All road preparation to be preformed by City of Cottage Grove, which includes patching of pot holes, asphalt repairs, shoulder repairs, vegetation control, all sweeping before Chip Seal/Scrub Seal and all re-striping of roadways after Liquid Road™. Public Notification and "No Parking" signs of any kind, will be taken care of by the City of Cottage Grove.

Contractor will do all sweeping after Chip Seal/Scrub Seal. The placing of Stick-n-Stops and all Flagging will also be done by Contractor. The City of Cottage Grove will supply all 3/8 #10 and 1/4 #10 rock. The Rock is located at 425 N. 14th Street at City Shop.

Scrub Seal will consist of 1 layer of rock and 1 layer of oil. Rock to be used will be 3/8-#10, spread at an application rate of 22-24 lbs. per sq. yd. Oil to be used for the Scrub Seal will be PMRE, spread at an application rate of approx. 0.40-0.42 gal. per sq. yd. Chip Seal will consist of 1 layer of rock and 1 layer of oil. Rock to be used will be 1/4-#10, spread at an application rate of 21-23 lbs. per sq. yd. Oil to be used for Chip Seal will be CRS-3P, spread at an application rate of approx. 0.42 gal. per sq. yd. 2 layers of Liquid Road™ will be spread at an application rate of 0.20 – 0.22 gals per sq. yd. per layer. Liquid Road™ will be spread by a computerized and agitated Mastic Truck, capable of spreading Liquid Road™ up to 14' wide in a single pass. Liquid Road™ will be placed utilizing Contractor's computerized rate control (CRC) Mastic Truck and will also be assisted by laborers performing any hand work that may be needed.





AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by **ORS 193.010 and 193.020**; published at **Portland** in the aforesaid County and State; that I know from my personal knowledge that the Construction notice described as

Case Number: NOT PROVIDED


CITY OF CRESWELL EMERALD PARKWAY AND CITY OF COTTAGE GROVE SOUTH RIVER ROAD AND EAS
Cities of Cottage Grove and Creswell; Bid Location Cottage Grove, OR, Lane County; Due 04/29/2022 at
03:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

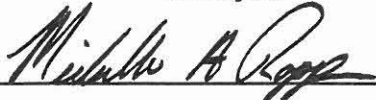
4/13/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 13th DAY OF April, 2022



Nick Bjork



Notary Public-State of Oregon

**SEE
EXHIBIT A**



Angela Keppler
City of Cottage Grove
400 E Main St
Cottage Grove, OR 97424-2034

Order No.: 12108739
Client Reference No:

EXHIBIT A

CITIES OF COTTAGE GROVE AND CRESWELL CITY OF CRESWELL EMERALD PARKWAY AND CITY OF COTTAGE GROVE SOUTH RIVER ROAD AND EAST MAIN STREET CHIP SEAL PROJECTS

Bids due 3:00 pm, April 29, 2022
INVITATION TO BID

Contractors are invited to bid on the City of Creswell Emerald Parkway and City of Cottage Grove South River Road and East Main Street Chip Seal Projects (Projects). Sealed bids must be received on or before 3:00 p.m., April 29, 2022. Complete bids must be received by the City of Cottage Grove for both Cities, addressed as follows by the closing date and time, or they will be rejected as non-responsive:

City of Cottage Grove
Faye Stewart, Public Works Director
Cottage Grove City Hall
400 E. Main Street
Cottage Grove, OR 97424

Bids will be publicly opened immediately following this closing.

This contract is for a public work subject to ORS 279C.800 to 279C.870, relating to the payment of prevailing wages.

No prequalification will be required for this Project. No pre-bid conference will be held.

The terms, conditions and specifications for this Project (Project Documents) may be examined at the Cottage Grove City Hall at the address listed above and Creswell City Hall at 13 S 1st Street, Creswell, Oregon 97426, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday until April 29, 2022. The Project Documents will be available at the above location and are downloadable from the City of Cottage Grove's website at <https://www.cottagegroveor.gov/> from the date of this Notice until April 29, 2022. Copies may be obtained from Cottage Grove or Creswell free of charge by contacting City of Cottage Grove Public Works Director Faye Stewart at pwdirector@cottagegrove.org or (541) 942-3349 or Cliff Bellew at cbellew@creswell-or.us or (541) 895-2395.

Faye Stewart, Cottage Grove
Public Works Director

Published Apr. 13, 2022. 12108739

Affidavit of Publication

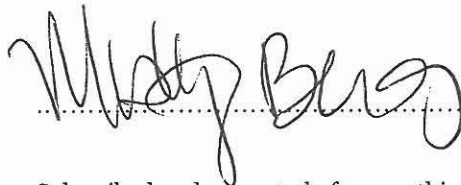
STATE OF OREGON
COUNTY OF LANE, } ss.

NOTICE OF REGULAR PUBLIC HEARING
The Cottage Grove Planning Commission will meet in regular session on Wednesday, April 20th, 2022 at 7:00 p.m., City Hall Council Chambers & Virtually, 400 Main Street, Cottage Grove, OR 97424 to discuss the following items: BALANCE ARCHITECTURE & DESIGN - MODIFICATION TO APPROVAL (MTA 2-22) CONSTRUCT ATTACHED ASSESSORY STRUCTURE (STORAGE AND COVERED WALKWAY) (1,200'). Applicant is seeking approval to construct a 1,200 sf addition to the existing Cottage Grove Community Hospital at 1515 Village Drive, Cottage Grove, OR 97424 (Map/TL: 20-03-27-24-00401). Relevant Criteria: Section 14.46.300 Major Modifications. Applicant: Balance Architecture & Design, 1808 Jefferson Street, Eugene, OR 97405. Hearing Date: April 20th, 2022 at 7:00 PM, Council Chambers and virtually (see www.cottagegroveor.gov for meeting link), Cottage Grove City Hall; 400 E Main Street, Cottage Grove, OR 97424. LOUIS HOWELL - MODIFICATION TO APPROVAL (MTA 3-22) ADDITION TO AN EXISTING INDUSTRIAL BUILDING (32' x 70'). Applicant is seeking approval to construct a 2,240 sf addition to the existing hydraulic repair and maintenance building located at 2075 Getty Circle (Map/TL: 20-03-32-43-00700). Relevant Criteria: Section 14.46.300 Major Modifications. Applicant: Louis Howell - Hydraulic Repair & Maintenance, 2075 Getty Circle, Cottage Grove, OR 97424. Hearing Date: April 20th, 2022 at 7:00 PM, Council Chambers and virtually (see www.cottagegroveor.gov for meeting link), Cottage Grove City Hall; 400 E Main Street, Cottage Grove, OR 97424. CITY OF COTTAGE GROVE - CONDITIONAL USE PERMIT & GREENWAY PERMIT (CUP 1-22) CONDITIONAL USE PERMIT FOR CITY-OWNED DOG PARK. Applicant is seeking approval to construct a new dog park on South River Road adjacent to HWY 99 and Cottage Grove High School at 1550 South River Road, Cottage Grove, OR 97424 (Map/TL: 20-03-32-00-00602). Relevant Criteria: Section 14.44.400 Criteria, Standards and Conditions of Approval & Section 14.37.400 Willamette River Greenway. Applicant: City of Cottage Grove (Ryan Sisson), 400 E Main Street, Cottage Grove, OR 97424. Hearing Date: April 20th, 2022 at 7:00 PM, Council Chambers and virtually (see www.cottagegroveor.gov for meeting link), Cottage Grove City Hall; 400 E Main Street, Cottage Grove, OR 97424. Publication Date: March 31, 2022.

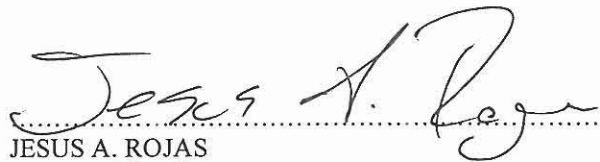
I, MISTY BERG being first duly sworn, depose and say that I am the Group Office Manager, of the Cottage Grove Sentinel, a newspaper of general circulation, as defined by ORS 193.010 and 193.020; published at Cottage Grove in the aforesaid county and state: that I know from my personal knowledge that the

NOTICE, NOTICE OF REGULAR PUBLIC HEARING THE COTTAGE GROVE PLANNING COMMISSION WILL MEET IN REGULAR SESSION ON WEDNESDAY, APRIL 20TH, 2022 AT 7:00 P.M., CITY HALL COUNCIL CHAMBERS & VIRTUALLY, 400 MAIN STREET, COTTAGE GROVE, OR 97424 TO DISCUSS THE FOLLOWING ITEMS:

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for (1) ONE times successive and consecutive weeks in the following issues, (here set forth dates of issues in which the same was published): March 31, 2022.

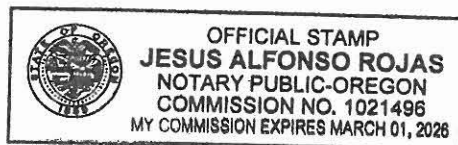


Subscribed and sworn to before me this 6TH day
of APRIL 2022



JESUS A. ROJAS
Notary Public of Oregon

(My commission expires 03-01-2026)



THE CHRONICLE

SPRINGFIELD • CRESWELL • COTTAGE GROVE

PO BOX 428, CRESWELL, OR 97426

Affidavit of Publication

State of Oregon,
County of Lane, SS

Noel Nash, being duly sworn on oath, depose and says: That he is the owner/publisher of The Chronicle, a weekly newspaper, which has been established, published in the English language, and circulated continuously as a weekly newspaper in the cities of Creswell, Springfield, Cottage Grove, and Pleasant Hill, and in said County and State as defined by ORS 193.010 and 193.020, and of general circulation in said county for more than twelve (12) months prior to the date of the first publication of the Notice hereto attached.

Copy of a Public Notice

Invitation To Bid for Chip Seal Project
Cities of Cottage Grove and Creswell

As it appeared in the regular and entire issue of said paper itself and not in a supplement thereof for a period of 1 week, commencing on April 14, 2022, and ending on April 14, 2022, and that said newspaper was regularly distributed to its subscribers during all of this period. That the amount of \$68.00 is the total cost for the publication of this notice.

Subscribed and sworn to before me on
April 18, 2022

Notary Public in and for the State of Oregon
The County of LANE

Dana Lee Ufford

INVITATION TO BID FOR THE CITIES OF COTTAGE GROVE AND CRESWELL

Contractors are invited to bid on the City of Creswell Emerald Parkway and City of Cottage Grove South River Road and East Main Street Chip Seal Projects (Projects). Sealed bids must be received on or before 3:00 p.m., April 29, 2022. Complete bids must be received by the City of Cottage Grove for both Cities, addressed as follows by the closing date and time, or they will be rejected as non-responsive:

City of Cottage Grove
Faye Stewart, Public Works Director
Cottage Grove City Hall
400 E. Main Street
Cottage Grove, OR 97424

Bids will be publicly opened immediately following this closing.

This contract is for a public work subject to ORS 279C.800 to 279C.870, relating to the payment of prevailing wages.

No prequalification will be required for this Project. No pre-bid conference will be held.

The terms, conditions and specifications for this Project (Project Documents) may be examined at the Cottage Grove City Hall at the address listed above and Creswell City Hall at 13 S 1st Street, Creswell, Oregon 97426, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday until April 29, 2022. The Project Documents will be available at the above location and are downloadable from the City of Cottage Grove's website at <https://www.cottagegroveor.gov/> from the date of this Notice until April 29, 2022. Copies may be obtained from Cottage Grove or Creswell free of charge by contacting City of Cottage Grove Public Works Director Faye Stewart at pwdirector@cottagegrove.org or (541) 942-3349 or Cliff Bellew at cbellew@creswellor.us or (541) 895-2395.

Faye Stewart, Cottage Grove Public Works Director

Published: 4/14/22

