



# Michael Court Storm Rehabilitation

January 2020



Project Number: 518  
Bidding and General Requirements, Contract Forms,  
Project Special Provisions and Contract Plans

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**Owner**  
City of Sherwood  
Engineering Department  
22560 SW Pine Street  
Sherwood, OR 97140  
(503) 925-2309

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**Division One**  
**Bidding Requirements**

**INVITATION TO BID  
City of Sherwood  
Michael Court Storm Rehabilitation**

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **Michael Court Storm Rehabilitation** for the City of Sherwood will be received at City of Sherwood, Engineering Department, 22560 SW Pine Street, Sherwood, Oregon 97140 (Attn: Craig Christensen, P.E., Project Manager) until the **Bid Closing at 2:00 PM (PST) on Thursday, February 6, 2020**. Please title the envelope Michael Court Storm Rehabilitation. Bids will then be publicly opened and read aloud after 2:00 PM at the Sherwood City Hall Community Room, 22560 SW Pine Street, Sherwood, Oregon. This project is subject to a pre-qualification process and only Earthwork and Drainage pre-qualified bids will be accepted. No bids will be accepted after the **BID CLOSING** time.

First-Tier Subcontractor Disclosure forms must be received at the above mentioned location and date no later than **4:00 PM (PST)**. Proposals without a completed First-Tier Subcontractor Disclosure form submitted will be considered non-responsive.

Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon (ORS 279C.430) to do either Earthwork and Drainage Improvements. Letters of pre-qualification (approval letter only) from the Oregon Department of Transportation (ODOT), Washington County Department of Land Use & Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City **by Tuesday, February 4, 2020 at 5:00 PM (PST)** for the Bidder's bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

A **MANDATORY PRE-BID MEETING** will be held at City of Sherwood City Hall Community Room (22560 SW Pine Street) on **Tuesday, January 28, 2020 at 2:00 PM (PST)**. A bidder's failure to attend the pre-bid meeting shall cause any bid submitted by that bidder to be deemed non-responsive and will be returned unopened.

**Project Description**

The Work to be done under this Contract consists of the construction of the following items:

1. Installation of storm sewer.
2. Installation of storm structures.
3. Grading of water quality swale.
4. Plantings.
5. Engineer's Estimate (\$180,000 to \$200,000)

The Bidding Documents are available for examination and/or purchasing at Sherwood City Hall for a \$30.00 non-refundable fee, if documents are picked up or a \$35.00 non-refundable fee if documents are mailed. Bidding Documents are also available for free download on the City's website, [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov), under the "Business and Development" pull down under "Bids and RFP's" and are acceptable for Bid Submittal. Additional Information and Project Plans will be available on the City website under the "Business and Development" pull down under "Bids and RFP's" at the time of this posting.

Other locations Bidding Documents may be examined:

- DJC Plan Center (Electronic only), 503-224-0624, Email: [plancenter@djcoregon.com](mailto:plancenter@djcoregon.com)
- Oregon Contractors Plan Center, 5468 SE International Drive, Milwaukie, OR 97222
- Builders Exchange of Washington, Inc., 2607 Wetmore Ave., Everett, WA 98201

Parties purchasing Bidding Documents will be included on a Planholders list maintained by the City. Parties downloading Bidding Documents from the City's website can request to be included on the official Planholders list by sending an email to [engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov). Bidders are not required to be on Planholders list to submit a Bid for this project.

Addenda, clarifications and Notices will be posted online on the City's website. Potential Bidders are responsible for checking the website on a daily basis. Each addendum must be signed and submitted with the Bid to be considered a responsive bid offer. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

All questions or requests for clarification must be submitted **by 2:00 PM (PST) on Friday, January 31, 2020**, six (6) days prior to bid opening to receive responses. All final responses will be posted on the City's website no later than three (3) days prior to Bid Opening.

This is a local public works project subject to BOLI prevailing wages (ORS 279C.800 to ORS 279C.870).

Bids shall be accompanied by a certified check, cashier's check or bid bond payable to the City of Sherwood in an amount equal to ten percent (10%) of the amount bid.

The City of Sherwood may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and that the City may reject for good cause, all bids after finding that doing so is in the public interest. City reserves the right to waive minor informalities in any bid.

For more information regarding this project, contact Craig Christensen, P.E., at 503-925-2301 or by e-mail at [christensenc@sherwoodoregon.gov](mailto:christensenc@sherwoodoregon.gov).

PUBLISH: Portland Daily Journal of Commerce, January 22 and January 24, 2020.

## BIDDER'S CHECKLIST

### 2019 PAVEMENT REHABILITATION PROJECTS

- Bid Statement including signed signature page
- Bid Schedule
- First Tier Subcontractor Disclosure Form
- Bid Bond
- Certification of Non-Collusion
- Certification of Compliance with ORS 279C.840
- Certification of Asbestos Abatement
- Certification of Non-Discrimination
- Customer Service Acknowledgment
- Prequalification Acknowledgement
- Bidder Responsibility Form
- All Applicable Addenda

## BID STATEMENT

The undersigned Bidder declares:

That Bidder has carefully examined and incorporates in this Bid, by this reference all documents included in the Bid Booklet of Contract Documents and Specifications for this job, which includes but is not limited to the Plans, Standard Specifications and Standard Drawings, Supplemental Specifications and Special Provisions, Addenda, Bid Schedule, Prevailing Wage Rates, Contract form, Bond forms, and Conditions of the Contract for:

### **Michael Court Storm Rehabilitation**

That Bidder has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the material and the conditions to be encountered, independently of the indication on the plans; and that if the Proposal is accepted, Bidder will contract with the City of Sherwood as provided in the Contract form, will to the extent of this bid, provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all material and labor as specified, or called for by the Plans or as necessary to complete the work in the manner specified and in accordance with the requirements of the Engineer.

The undersigned has checked carefully all the bid schedule figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

That Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Solicitation Documents. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Architect/Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

That Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work and which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

That Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.

Bidder has given Architect/Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

The undersigned also agrees that Bidder will order all material and equipment included under this contract and will commence work within ten (10) days after receipt of Notice to Proceed and that Bidder will complete the work in all respects after commencement and will have the project completed by the date specified in the special provisions and that Bidder will pay as liquidated damages to the City for any delay, the sum of **Eight Hundred and No/100 Dollars (\$800.00)** per day for each Calendar Day required beyond that period.

Accompanying this proposal is a Certified Check, Cashier's Check, or Bidder's Bond

from \_\_\_\_\_ of \_\_\_\_\_  
(Name of Surety) (City/State)

in the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), being 10% of the amount bid according to the conditions of the Call for Bids and Specifications.

If this proposal should be accepted by the City and the undersigned should fail to executed a satisfactory contract and bond within ten (10) days from the date of notification, then the City may, as stated in the specifications, determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void, and the certified check, cashier's check or Bidder's bond accompanying this proposal shall be forfeited to and become the property of the City. Otherwise, the certified check, cashier's check or Bidder's bond accompanying this proposal shall be returned to the undersigned.

The full name and residence of all parties and persons interested in this bid as principals are as follows:

NAME	RESIDENCE
_____	_____
_____	_____

The name and business address of the surety company which will furnish the required performance and payments bonds is

\_\_\_\_\_  
(Name of Surety Company) (Number and Street Address) (City / State / Zip)

All General and Specialty Construction Contractors must have a valid Certificate of Registration with the Construction Contractors Board/State Landscape Contractors Board in order to submit a Bid or offer to undertake any Construction Work in the State of Oregon (ORS 701.026/ORS 671.530).

**REGISTRATION NO.** \_\_\_\_\_ **EXPIRATION DATE** \_\_\_\_\_



The undersigned Bidder has heretofore completed the following work of a similar nature to that contemplated.

JOB	LOCATION	DATE

The undersigned Bidder acknowledges that the amount of damages City might suffer by reason of a failure to complete the project by the Completion Date noted above would be difficult or impossible to compute, and therefore agrees that the stipulated amount of liquidated damages set forth above for such delay is a fair and reasonable measure of damages, and therefore Bidder agrees that it will not contest such sum as being other than a true measure of damages in the event of a failure to complete the project by the stipulated Completion Date. Bidder hereby declares and agrees:

- (1) that this is a local public works project subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870, no bid will be considered without statement by the bidder that the bidder will comply with ORS 279C.838 or 279C.840;
- (2) that Bidder is \_\_\_\_\_ is not \_\_\_\_\_ a Resident of Oregon Bidder, as defined by ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12-calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the Bidder is a "Resident Bidder;"
- (3) that City of Sherwood may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and the City of Sherwood may reject for good cause all bids after finding that doing so is in the public interest;
- (4) that no Bid will be considered unless the Bidder is registered with the Construction Contractors Board as required by OAR 137-049-230.
- (5) that where asbestos abatement is required the abatement shall be done by Department of Environmental Quality licensed contractor (ORS 468A.720) and the abatement shall be performed in conformity with DEQ and OSHA regulations and other standards related to work place safety;
- (6) that Bidder shall comply with and cause its subcontractors to comply with all applicable provisions of federal, state and local statutes, ordinances, rules and regulations;
- (7) that Bidder shall comply with pre-qualification conditions in accordance with the laws of the State of Oregon (ORS 279C.430) as follows:
  - a. Pre-qualification is required and forms must be filed two (2) days prior to the Bid Opening date for the Bidder to retain bidding rights.
  - b. Required forms: Proof of pre-qualification acceptance by either the State of Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local major municipality is acceptable to the City. Bidders

may mail (address on cover sheet), fax (503-625-0629) or e-mail ([engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov)) proof of pre-qualification to the City, to the attention of the City Engineer.

- (8) that each Bidder must provide certification of non-discrimination in obtaining required subcontractors in accordance with ORS 279A.110(4).
- (9) that Bidder must also possess either a Metro license or a City of Sherwood business license at the time of construction.
- (10) that all principal individuals in your organization assigned to the project (superintendent, project manager, and/or lead on-site contact) shall be listed on the Bidder Responsibility Form submitted to the City. Any personnel changes during the Project must be preceded by the submittal of the new individual's experience, and written acceptance by the City, as required on the Bidder Responsibility Form.

This bid is incomplete and shall not be considered unless there is attached hereto a signed and dated complete original of each of the following: Bid Statement, Bid Schedule, First-Tier Subcontractor Disclosure Form, a Certified Check, Cashier's Check or Bid Bond, Certification of Non-collusion, Certification of Compliance with ORS 279C.840, Certification of Asbestos Abatement, Certification of Non-Discrimination, Customer Service Acknowledgement, Prequalification Acknowledgment, Bidder Responsibility Form and all applicable Addenda.

Submitted By:  
Name of Bidder: \_\_\_\_\_  
Signature of  
Authorized Agent: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address of  
Bidder: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

**BID SCHEDULE  
MICHAEL COURT STORM REHABILITATION**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
<b>PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES</b>						
1	00210	Mobilization	LS	1		
2	00225	Temporary Work Zone Traffic Control, Complete	LS	1		
3	00270	Temporary Chain Link Fence	FT	100		
4	00280	Erosion Control	LS	1		
5	00280	Matting, Geo-Jute Plus	SY	90		
6	00280	Matting, Econojute	SY	70		
<b>PART 00300 -- ROADWORK</b>						
7	00305	Construction Survey Work	LS	1		
8	00305	As-Built Survey Work	LS	1		
9	00310	Removal of Structures and Obstructions	LS	1		
10	00310	Removal of Inlets	EA	2		
11	00310	Removal of Curbs	FT	15		
12	00310	Removal of Concrete Sidewalk	SY	15		
13	00320	Clearing and Grubbing	LS	1		
14	00330	General Excavation and Earthwork	LS	1		
15	00390	Riprap, Class 50	CY	6		
<b>PART 00400 -- DRAINAGE AND SEWERS</b>						
16	00405	Storm Bypass	LS	1		
17	00405	Trench Foundation	CY	20		
18	00415	Mainline Video Inspection	FT	424		
19	00445	21-Inch, PVC Pipe (Granular Backfill)	FT	31		
20	00445	21-Inch, PVC Pipe (Native Backfill)	FT	13.68		
21	00445	20-Inch, C-905 Pipe (Native Backfill)	FT	226.34		
22	00445	18-Inch, C-905 Pipe (Native Backfill)	FT	80		
23	00445	10-Inch, C-900 Pipe (Native Backfill)	FT	53.18		
24	00445	8-Inch, C-900 Pipe (Native Backfill)	FT	20		
25	00445	12-Inch, PVC Pipe (Native Backfill)	FT	5		

**BID SCHEDULE  
MICHAEL COURT STORM REHABILITATION**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
26	00445	6-Inch, PVC Pipe (Native Backfill)	FT	6		
27	00445	Water Trench	FT	9		
28	00470	Concrete Manhole, 48-Inch Diameter	EA	1		
29	00470	Concrete Manhole, 60-Inch Diameter, Water Quality	EA	1		
30	00470	Concrete Manhole, 60-Inch Diameter, Flow Control	EA	1		
31	00470	Concrete Inlet, Ditch Inlet	EA	2		
32	00470	Concrete Inlet, Curb Inlet Manhole	EA	1		
33	00490	Connection to Existing Manhole	EA	1		
34	00490	Connection to Existing Lateral	EA	1		
<b>PART 00500 - BASES</b>						
35	00596B	Retaining Wall, Prefabricated Modular Gravity	SF	375		
36	00596B	Retaining Wall, Landscape	SF	80		
<b>PART 00700 – WEARING SURFACES</b>						
37	00744	Level 2, 1/2-Inch ACP	TN	3		
38	00759	Concrete Walks	SF	140		
39	00759	Concrete Curb and Gutter	FT	15		
40	00759	Concrete Flow Spreader	EA	2		
<b>PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL</b>						
41	01030	Yard Restoration	LS	1		
42	1040	Compost Mulch	CY	20		
43	1040	Topsoil	CY	30		
44	1040	Weed Control Geotextile	SY	56		
45	1040	River Rock, 2”-3/4”	CY	8		
46	1040	River Rock, 3/4”-1/4”	CY	4		
47	1040	Plant, Slough Sedge	EA	2430		
48	1040	Plant, Spreading Rush	EA	2430		
49	1040	Plant, Vinca Minor	EA	250		

**BID SCHEDULE  
 MICHAEL COURT STORM REHABILITATION**

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
50	1040	Plant, Mock Orange	EA	26		
51	1040	Plant, Oceanspray	EA	25		
52	1050	Wood Fence, 6-Foot Tall	FT	20		
53	1050	Chain Link Fence, 4-Foot Tall	FT	20		
54	1050	Chain Link Fence Gate, 4-Foot Wide	EA	1		
55	1050	Chan Link Fence Gate, 12-Foot Wide	EA	1		
<b>TOTAL BID</b>						

**BID WRITTEN IN WORDS:**

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS

In the event of discrepancy, the amount in words shall dictate.

In accordance with the provisions of the Oregon Standard Specifications for Construction, 2015 Edition as modified by these bid documents, the undersigned Bidder submits the following Bid Schedule with the understanding that City reserves the right to increase, decrease, or completely eliminate quantities as set forth in 00120.20. Also, the Bidder offers to do the work, whether quantities area changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate price stated in the following Bid Schedule:

\_\_\_\_\_  
 Signature of Authorized Agent

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

(OAR 137-049-0360)

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

**PROJECT NAME: 2019 Pavement Rehabilitation Projects**

**BID CLOSING:** Date: **February 6, 2020** Time: **2:00 PM (PDT)**  
**FIRST-TIER DISCLOSURE** Date: **February 6, 2020** Time: **4:00 PM (PDT)**

Deliver Form To (Agency): City of Sherwood

Designated Recipient (Person): Craig Christensen, P.E. Phone #: 503-925-2301

Agency's Address: City of Sherwood, City Hall  
22560 SW Pine Street  
Sherwood, OR 97140

**INSTRUCTIONS:**

The contracting agency will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Category of Work and Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

**BIDDER DISCLOSURE:**

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1			
2			
3			
4			
5			

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

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above] or;
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**BID BOND**

We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

and \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

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

\_\_\_\_\_ dollars.

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

**Michael Court Storm Rehabilitation**

which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_

By \_\_\_\_\_ BY ATTORNEY-IN-FACT:  
Signature

\_\_\_\_\_  
Official Capacity Name

Attest: \_\_\_\_\_  
Corporation Secretary Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax



**CERTIFICATION OF NON-COLLUSION**

**PROJECT NAME: MICHAEL COURT STORM REHABILITATION**

**TO: CITY OF SHERWOOD, A MUNICIPAL CORPORATION OF THE STATE OF OREGON**

**STATE OF OREGON            )  
  ) SS  
COUNTY OF WASHINGTON )**

\_\_\_\_\_  
**(Bidder's Firm Name)**

I, the undersigned, as [circle one]:

- sole owner
- a partner
- officer of the foregoing corporation
- agent of the above bidder

being first duly sworn on oath, depose and say:

That the attached bid has been arrived at by the bidder, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, bidder, or vendor on materials, supplies, equipment or services, described in the invitation to bid, designed to limit independent bidding or competition.

The contents of the bid herein presented and made have not been communicated by the bidder or (his) (their) or (its) employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

I have fully informed myself regarding the accuracy of the foregoing statements, and the same are made by me based on my personal information.

I have read and understood the Bid Booklet and the Specifications for the attached Bid.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for Oregon

**CERTIFICATION OF COMPLIANCE WITH ORS 279C.840  
(PREVAILING WAGES)**

FOR

**Project Name: 2019 Pavement Rehabilitation Projects**

The undersigned confirms that the provisions of ORS 279C.840 shall be complied with for personnel working on this project.

A copy of the Prevailing Wage Rates is available on-line at the Bureau of Labor and Industries website at:

<https://www.oregon.gov/boli/WHD/PWR/docs/January%201%2c%202020%20PWR%20Rate%20book.pdf>

When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

## CERTIFICATION OF ASBESTOS ABATEMENT

FOR

**Project Name: Michael Court Storm Rehabilitation**

The undersigned confirms that if asbestos abatement is required the abatement shall be done by Department of Environmental Quality licensed contractor (ORS 468A.720) and the abatement shall be performed in conformity with DEQ and OSHA regulations and other standards related to work place safety.

Date: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

**CERTIFICATION OF NON-DISCRIMINATION  
[ORS 279A.110(4) & OAR 137-049-0440(3)]**

FOR

**Project Name: Michael Court Storm Rehabilitation**

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

Business Name \_\_\_\_\_

## CUSTOMER SERVICE ACKNOWLEDGMENT

FOR

**Project Name: Michael Court Storm Rehabilitation**

Bid Closing: Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM\_\_ PM\_\_

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section 00120.40(h) of Division Four – Special Provisions.”

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications, including but not limited to the following sections of Division Four – Special Provisions, relating to customer service. These sections include, but are not limited to, the sections listed below:

- Section 00160, Source of Materials
- Section 00180.40, Limitation of Operations
- Section 00225, Work Zone Traffic Control

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

## PREQUALIFICATION ACKNOWLEDGMENT

FOR

**Project Name: Michael Court Storm Rehabilitation**

The undersigned confirms that the Bidder has complied with pre-qualification conditions in accordance with the laws of the State of Oregon (ORS 279C.430) by submitting proof of pre-qualification acceptance two (2) days prior to the Bid Opening date by submitting pre-qualification acceptance by either the State of Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local major municipality.

Date: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

## BIDDER RESPONSIBILITY FORM

FOR

**Project Name: Michael Court Storm Rehabilitation**

All information shall be typed or printed legibly

Note: Information provided in this form is part of the inquiry concerning bidder responsibility, and this form must be submitted with the other proposal forms as specified in Section 00120.40(g) of DIVISION FOUR - SPECIAL PROVISIONS."

### Part A

Submitted by: \_\_\_\_\_

Signature

Date

Name (print): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

1. How many years has your organization done business as a General Contractor under the present business name? \_\_\_\_\_

How many years under (a) different name(s)? \_\_\_\_\_

List different names, if any, and dates of operation:

\_\_\_\_\_  
\_\_\_\_\_

2. How many years has your organization been in business under its present business name?

\_\_\_\_\_

How many years under (a) different name(s)? \_\_\_\_\_

List different names, if any, and dates of operation:

\_\_\_\_\_  
\_\_\_\_\_

**Part B – Complete the appropriate Portion Below**

1. Bidder is an **INDIVIDUAL**:

Name of individual \_\_\_\_\_

Doing Business as \_\_\_\_\_

2. Bidder is a **CORPORATION**:

Name of Corporation as registered with the state of Oregon:

\_\_\_\_\_  
Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Name of President \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Name of Treasurer \_\_\_\_\_

Name of Manager \_\_\_\_\_

3. Bidder is a **LIMITED PARTNERSHIP**:

Name of Limited Partnership as registered with the state of Oregon:

\_\_\_\_\_  
Name of persons or parties composing the Limited Partnership (indicate whether an individual or corporation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Bidder is a **GENERAL PARTNERSHIP**:

Name of General Partnership as registered with the state of Oregon:

\_\_\_\_\_  
Name of persons or parties composing the General Partnership (indicate whether an individual or corporation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



5. Bidder is a **JOINT VENTURE**:

Name of Joint Venture as registered with the state of Oregon:

\_\_\_\_\_

Name of persons or parties composing the Joint Venture (indicate whether an individual or corporation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part C**

1. What percent of the work do you normally perform with you own forces? \_\_\_\_\_

List Trades directly employed by you:

\_\_\_\_\_  
\_\_\_\_\_

2. List the Construction Equipment you own or lease long-term:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
(Answer yes or no)

If so, indicate when, where, and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. A. Have you ever defaulted on a contract? \_\_\_\_\_ If so, indicate when, where and why.  
(Answer yes or no)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. What result: Lawsuit? Judgment? Arbitration? Settled? Other?  
*Circle the one that most applies*

If other, explain: \_\_\_\_\_  
\_\_\_\_\_

C. Are there currently any unpaid judgments against the business or any of its principals?

\_\_\_\_\_  
(Answer yes or no)

If so, describe: \_\_\_\_\_  
\_\_\_\_\_

5. Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? \_\_\_\_\_  
(Answer yes or no)

If so, describe circumstances below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. List major construction projects your organization currently has under contract as the general contractor:

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Contract Date: \_\_\_\_\_

% Complete / Schedule Complete: \_\_\_\_\_

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Contract Date: \_\_\_\_\_

% Complete / Schedule Complete: \_\_\_\_\_

Project name \_\_\_\_\_

City / Contact Name & phone #: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_

Contract Amount / Contract Date: \_\_\_\_\_

% Complete / Schedule Complete: \_\_\_\_\_

***Add additional sheets listing projects as required***

7. List major construction projects, similar to the one being bid, that your organization completed in the past 5 years as the general contractor if not shown on the State of Oregon Department of Administrative Services' Contractor's Prequalification Application:

Project name \_\_\_\_\_  
City / Contact Name & phone #: \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Contract Amount / Date Awarded: \_\_\_\_\_  
Percent Completed with own forces: \_\_\_\_\_

Project name \_\_\_\_\_  
City / Contact Name & phone #: \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Contract Amount / Date Awarded: \_\_\_\_\_  
Percent Completed with own forces: \_\_\_\_\_

Project name \_\_\_\_\_  
City / Contact Name & phone #: \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_  
Contract Amount / Date Awarded: \_\_\_\_\_  
Percent Completed with own forces: \_\_\_\_\_

***Add additional sheets listing projects as required***

8. List the construction experience of the principal individuals in your Organization; which ones will be assigned to this project (including the percentage of their time to be assigned to this project):

Individual's Name \_\_\_\_\_  
Construction experience - years: \_\_\_\_\_  
Present position & years with organization: \_\_\_\_\_  
Percentage of individual's time to be assigned to project: \_\_\_\_\_

Individual's Name \_\_\_\_\_  
Construction experience - years: \_\_\_\_\_  
Present position & years with organization: \_\_\_\_\_  
Percentage of individual's time to be assigned to project: \_\_\_\_\_

Individual's Name \_\_\_\_\_  
Construction experience - years: \_\_\_\_\_  
Present position & years with organization: \_\_\_\_\_  
Percentage of individual's time to be assigned to project: \_\_\_\_\_

A. Have any of the principal individuals in your Organization been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property? \_\_\_\_\_ If so, describe circumstances below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Have any of the principal individuals in your Organization been the subject to a civil judgment for fraud? \_\_\_\_\_ If so, describe circumstances below:

*(Answer yes or no)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Bank References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Trade References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. List names of Bonding and Insurance Companies, name and address of agents, and maximum bonding capacity.

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What portion remains on this Bonding Capacity at the time of submittal of the Bid?

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12. The bidder agrees to furnish, upon request by the City, within 5-days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

- Current assets: (cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.
- Current liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).

Date of statement or balance sheet: \_\_\_\_\_

Name of firm preparing statement: \_\_\_\_\_

By: \_\_\_\_\_

**Bidder's Initials:** \_\_\_\_\_

**Bid Closing: Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **AM** \_\_\_\_ **PM** \_\_\_\_



## Michael Court Storm Rehabilitation

DATE

**ADDENDUM NO. 1**

### Addition/Change to the Contract Documents

The work provided for in this addendum shall become a part of the drawings and specifications for this project.

- 1.
- 2.

This ADDENDUM shall be signed and attached to the Bidder's Proposal and shall subsequently become part of the Contract Documents.

Company Name	
Contractor Name	
Contractor Signature	
Date	

**Division Two**  
**Contract Forms**

**PUBLIC IMPROVEMENT CONTRACT FOR USE WITH  
OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION**

**BETWEEN:** The City of Sherwood,  
an Oregon Municipal Corporation

**AND:** (Contractor):

**JOB NO.:** 509, 511 & 512

**PROJECT:** Michael Court Storm Rehabilitation

**RECITALS**

Contractor was the successful Bidder for the contract construction of the improvement (“Project”) described in this Public Improvement Contract for use with Oregon Standard Specifications for Construction as supplemented by the City. (this “Document”)

**AGREEMENT TERMS AND CONDITIONS**

1. **The Contract.** The Contract between the City and Contractor (the “Contract”) includes this Document and its exhibits, the 2018 Oregon Standard Specifications for Construction issued by the Oregon Department of Transportation (ODOT) together with all of the documents and materials included in the definition of the “Contract” under the 2018 ODOT Standard Specifications for Construction, as modified by the City’s Supplemental Specifications and project Special Provisions. In addition, the Contract between the City and Contractor shall be deemed to incorporate all reports, records, laws, rules and orders referenced in the Contract Documents.

This Document also includes and incorporates the following exhibits:

Exhibit A – CITY OF SHERWOOD – STANDARD CONTRACT PROVISIONS  
Exhibit B – Certification of Bidder/Contractor Employee Drug Testing Program  
Exhibit C – Certification of Compliance with Oregon Tax Law  
Exhibit D – Certification of Registration with Contractors Board  
Exhibit E – Certification of Workers’ Compensation Coverage

2. **Definitions.** Unless otherwise specifically defined in this Document, all capitalized terms which are not proper nouns shall have the meanings assigned thereto in the specifications.
3. **Work to be Performed.** Contractor agrees to furnish, as the “Work” all services, labor, materials and equipment which are described as the Contractor’s responsibility in the plans and specifications, or as reasonably inferred therefrom, as the same may be modified in accordance with the Contract, and to construct the improvement described therein (the Project), all according to the provisions of the Contract. All parts of the Work are the sole responsibility of Contractor.
4. **Time of Commencement and Completion.** Time is of the Essence of the Contract. The time in which Contractor shall commence, prosecute and complete the Work is described in the specifications, as modified by any Addenda or subsequent Contract Change Order.



5. **Contract Sum.** The Contract sum is \$\_\_\_\_\_ and consists of unit prices bid by Contractor multiplied by estimated quantities, together with lump sum amounts for portions of the Work, as described on the Contractor's Bid attached hereto. Unless the Contract states otherwise, the actual sum payable to Contractor for the Work shall be based on lump sum amounts and actual quantities, as modified by Change Orders and adjustments made in accordance with the specifications. Payment will be made as provided in the specifications.
6. **Indemnification.** Contractor's duty to indemnify is described in Section 00170.72 of the General Conditions in ODOT's 2018 Standard Specifications, as modified by the Special Provisions. Contractor's indemnity obligations survive acceptance of the Work and completion of the Contract.
7. **Insurance.** Contractor shall maintain in force for the duration of this contract the insurance coverages specified below and in specification Section 00170.70(a). Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which City may carry. In accordance with the Special Provisions, a copy of each policy or a Certificate of Insurance satisfactory to City shall be delivered to City prior to commencement of the Work. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, City shall have the right to require Contractor to increase the Contractor's coverages by the amount of the statutory limit increase for such claims and to increase the aggregate coverage by an amount that is twice as large as the statutory increase. The adequacy of all insurance required by these provisions shall be subject to approval by City's Risk Manager. Unless otherwise allowed by City, Contractor shall require all subcontractors to carry insurance at least equal to that required under this section. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this Contract by City.
- 7.1 **Commercial General Liability.** Contractor shall maintain a broad form Commercial General Liability Insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an annual aggregate of not less than \$2,000,000.00, for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under the Contract and products/completed operations liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to the Contract.
- 7.2 **Commercial Automobile Liability.** Contractor shall maintain a Commercial Automobile Liability Insurance policy with coverage of not less than \$2,000,000.00 combined single limit per occurrence, with an annual aggregate limit of not less than \$2,000,000.00, for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming City as an additional insured, in a form satisfactory to City, and expressly providing that the interest of City shall not be affected by Contractor's breach of policy provisions.
- 7.3 **Workers' Compensation Insurance.** All employers, including the Contractor and its Subcontractors, if any, that employ subject workers who are performing Work or providing labor or materials under the Contract in the State of Oregon shall comply

with ORS 656.017 and provide the required Workers' Compensation Coverage with coverage of not less than \$1,000,000.00 per accident, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements. Contractor shall provide City with such further assurances as City may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. The Contractor shall ensure that its insurance carrier files a Guaranty Contract with the Oregon Workers' Compensation Division before performing any Work.

8. **Performance, Payment and Maintenance Bonds.** Prior to the commencement of the Work, Contractor shall provide good and sufficient Performance Bond and Payment Bond approved by the City, each in an amount equal to the 100% of the Contract sum, for the faithful performance of the Work in all respects and indemnifying City for any claims or liens for labor, work, equipment or material provided by others in the performance of the Work. The amount of the Performance Bond and Payment Bond shall be increased whenever the Contract Sum is increased for any reason.

At the conclusion of the Construction and prior to Final Acceptance of the Work by the City, the Contractor shall provide a 10% Maintenance Bond for a period of two (2) years from the date of Final Acceptance by the City. A surety licensed to do business as a surety in the state of Oregon shall provide the Maintenance Bond.

The acceptance by the Contractor of Final Payment shall be and shall operate as a release to the City of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the City and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminish the Agency's rights under the Guaranty Provisions.

In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to the Agency, any and all defects, breaks, or failures of the Work occurring during the specified warranty period due to faulty or inadequate materials or workmanship. Repair damage or disturbance to other improvements under within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended one year from the date of completion of such repair or to the end of the original two-year maintenance period, whichever comes later.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, Agency may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor with the Contractor or surety paying the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

9. **Termination and Compensation.** City may terminate this contract or suspend the Work at any time as provided in the specifications.

10. **Performance for Goods and Services.** In performance of the Work, Contractor shall prefer materials that have been manufactured or produced in the state of Oregon, if price, fitness, availability and quality are otherwise equal.
11. **Non-Resident Contractor.** If Contractor is not a resident bidder as defined in ORS 279A.120, and the contract price exceeds \$10,000, the Contractor must report to the Department of Revenue, on the department's form, the total contract price, terms of payment, length of contract and such other information as the department may require before the Contractor may receive final payment under the Contract. The Contractor must provide copies of all forms filed with the Department to the City to receive final payment.
12. **Laws and Ordinances.** In addition to those laws, rules and ordinances specifically identified in this Contract, Contractor shall comply with and require its Subcontractors to comply with all applicable provisions of Federal, State and local statutes, ordinances, orders, rules and regulations.
13. **Default and Willful Violation.** If the Contractor willfully violates any of the provisions of the Sherwood Code, or any of the provisions of law governing public contracts, or if Contractor knowingly files false affidavits of compliance required under the Contract, Contractor shall waive for a period of one year any right to bid upon any public improvement project let by City. If Contractor or any of Contractor's Subcontractors violates any such provisions or files any such false affidavits of compliance, or in the event Contractor otherwise fails to perform any of its obligations under this Contract, time and quality of performance being of the essence, City may, at its option, terminate this Contract upon written notice to Contractor. In the event of a termination of this Contract or a subcontract under these provisions, Contractor or the Subcontractor, if applicable, shall forfeit all rights under this Contract or the subcontract, as the case may be. The City's claim for damages under paragraph 15 and any other relief available to City resulting from the Contractor's breach shall survive a termination of the Contract.
14. **Liquidated Damages.** In the event the Work is not completed within the Contract Time as specified in Bid Statement, or as may be extended in accordance with the Contract's terms, Contractor will pay to City, or City may withhold from any payment due Contractor, Liquidated Damages as specified in the specifications. The parties believe that due to the costs of bringing an action and the difficulty of establishing the exact amount of damages City will incur, it would be inconvenient and infeasible for City to bring an action for the actual damages it will incur because of Contractor's failure to complete the Work within the Contract Time. In order to compensate City for the damages City will suffer because of a delay, the amount City would be damaged for every Calendar Day completion is delayed is \$800.00 per Calendar Day. The parties agree that the sum set as Liquidated Damages is reasonably related to City's anticipated damages per Calendar Day after the Completion Date that the Work is not completed. Contractor agrees that any liquidated damages imposed under the Contract is the best estimate of the City's damages and is not a penalty. Contractor will not contest such sum as being other than the best measure of damages in the event liquidated damages become payable under these provisions.

15. **Notices.** Any written notices permitted or required by this Contract shall be deemed given when personally delivered, or five days after deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representatives of the parties as set forth below or when delivered by electronically confirmed facsimile transmission to the FAX address and attention of the representatives of the parties set for below:

Contractor: \_\_\_\_\_, Project Superintendent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City: City Engineer, City of Sherwood

or such other address as either party may provide to the other by notice given in accordance with this provision.

16. **Contract Documents/Interpretation.** Where possible, all parts of the Contract shall be interpreted in a manner that avoids conflict between the various documents and their provisions. In the event that any provision of this Document conflicts with any provision of the specifications, the provision that is most detailed shall prevail. In the event that any other component part of the Contract conflicts with any provision of any other component part, the precedence of documents shall be as set forth in the Special Provisions.
17. **Governing Law, Jurisdiction and Venue.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Oregon, without respect to conflict of laws principles. Notwithstanding any contrary provisions in the Contract Documents, any litigation arising out of or relating to this Contract shall be tried to a court without a jury. Any claim or action must be brought in the Circuit Court of Washington County, Oregon. If a claim or action must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this paragraph be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. Contractor by execution of the Contract hereby consents to the personal jurisdiction of the courts referenced in this paragraph.
18. **Dispute Resolution.** Disputes will be resolved in accordance with Section 00199 of the General Conditions in ODOT's 2018 Standard Specifications as modified in the Supplemental Specifications and project Special Provisions.
- In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.
- The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply.
19. **Payment of Costs, Expenses and Attorney's Fees.** Notwithstanding any language to the contrary in the Contract Documents, each party is responsible for all of its own costs and fees, including expert fees and attorney fees. This includes any costs and fees incurred in any trial and in any appeal.

20. **No Third Party Beneficiaries.** The parties to this Contract do not intend to confer on any third party any rights under this Contract. All Subcontractors are third parties.
21. **Survival.** Any obligation arising under the Contract which is not, or cannot be performed or paid prior to the expiration or termination of the Contract, including, but not limited to, all provisions concerning the quality of the Work, warranties and obligations for payment, indemnification, and reimbursement, shall survive termination or expiration of the Contract.
22. **Integration; Amendment.** The Contract includes the entire agreement between the parties as of its date of execution and shall not be modified or amended, except as expressly provided in the Contract.
23. **Effective Date.** The effective date of the Contract shall be the latest date of signature by the parties.
24. **Prompt Payment.** The Contractor shall:
- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the Contract.
  - (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
25. **Drug Testing.**
- (a) The Contractor shall demonstrate that an employee drug testing program is in place at the time of submitting its bid, and that such program will be maintained throughout the Contract period, including any extensions. The failure of Contractor to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of this Contract.
  - (b) The City of Sherwood shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited, to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing program, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this Contract. These are Contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the City.
26. **Demolition Contracts to Require Material Salvage.** On demolition projects, the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective.

27. **Landscape Maintenance Projects to Require Composting or Mulching.** On Landscape Maintenance Projects, the Contractor is required to compost or mulch yard waste material at an approved site; if feasible and cost-effective.
28. **Conditions Concerning Payment of Claims by Public Officers to Person Furnishing Labor of Services when Contractor Neglects or Refuses to Make Prompt Payment.** If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of the Contract.
29. **Conditions Concerning Neglect or Refusal to Make Prompt Payment of Claim by Contractor or First-Tier Subcontractor to Persons Furnishing Labor or Materials.** If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. See additional text in ORS 279C.515(2).
30. **Complaints Concerning Contractor or Subcontractor Neglect or Refusal to Make Payment to Persons Furnishing Labor or Material.** If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
31. **Condition Concerning Hours of Labor.** A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
- (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
  - (b) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - (c) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
32. **Condition Concerning Payment for Medical Care.** The Contractor and all subcontractors, as applicable, shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor or subcontractor, as applicable, of all sums that the Contractor or subcontractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or subcontractor, as applicable, collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

33. **Condition Concerning Payment for Providing Workers' Compensation.** All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
34. **Retainage.** The amount to be retained from progress payments will be 2.5% of the value of the Work accomplished as noted in Section 00195.50(b) of the specifications, and will be retained in one of the forms specified in Section 00195.50(c) of the specifications.
33. **Contractor Claims. Notice of Claim.** Claims on public works bonds and payment bonds shall be submitted in writing and follow the procedures established by ORS 279C.600 and ORS 279C.605.
34. **Certified Statements Regarding Payment of Prevailing Rates of Wage; Retainage.**  
(1) The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public agency in writing, on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying:
- (a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and
  - (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.

The certified statement shall be in accordance with ORS 279C.845.

**CITY OF SHERWOOD**

**CONTRACTOR**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed)

By: \_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

**CITY OF SHERWOOD – STANDARD CONTRACT PROVISIONS**

1. **Notice in Writing to Employees who Work on a Public Contract.** An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. **Provisions concerning environmental and natural resources laws; remedies.**  
The contractor shall adhere to all federal, state and local agencies (Oregon State of Environmental Quality, Clean Water Services, Washington County and City of Sherwood) that have enacted ordinances, rules or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. See additional text in ORS 279C.525.
3. **Known Environmental Conditions.** See project plans and specifications for description of any known environmental conditions, if any. The contractor shall apply best management practices as pertaining to sediment and erosion control to insure that sediments do not leave the project site. See additional text in ORS 279C.525.
4. **Contractor's Relations with Subcontractors.** The Contractor shall include in each subcontract (for property or services entered into by the contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract):
  - (a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the contracting agency under the contract.
  - (b) An interest penalty clause that obligates the contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this section. See additional text in ORS 279C.580.

The contractor shall include in each of the contractor's subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsections 4(a) & 4(b) above in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

5. **State Minimum Wage in Contracts.** All workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.
6. **Prevailing Minimum Wage when Both State and Federal Minimum Wages are Applicable.** If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, every contract and subcontract must provide that workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.
7. **Contract Bond Filed with Construction Contractor's Board.** Contractor shall have a public



works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

8. **Subcontract Bond Filed with Construction Contractor's Board.** Every subcontract shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
9. **Provide the Liability of the Public Agency for Unpaid Minimum Wages.** The contractor and any subcontractor must comply with ORS 279C.840.
10. **Failure to Provide Prevailing Minimum Wage.** Prevailing rates of wage are referenced in the specifications for the contract for public works as required under ORS 279C.830 (1)(a), and workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage as required under ORS 279C.830 (1)(d).
11. **Statement of Compliance.** Before any payment is made to Contractor, Contractor shall file with City a statement, under oath, that it has complied with all provisions of State law governing contractors on a public contract and that it has complied with the provisions of the Sherwood Code governing fair employment practices. In addition, Contractor shall file with City a sworn statement by each of its subcontractors to the same effect.

Exhibit B

**CERTIFICATION OF BIDDER/CONTRACTOR EMPLOYEE DRUG TESTING PROGRAM  
ORS 279C.505(2)**

BIDDER'S NAME: \_\_\_\_\_

ORS 279C.505(2) provides that every public improvement contract contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. The City's award of the contract (the "Contract") for which this certificate is required is conditioned, in part, upon the bidder's demonstration of compliance with the provisions of ORS 279C.505. If the bidder named above (the "Bidder") is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the City of Sherwood to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the Bidder:

- 1) That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that, at a minimum:
  - a) Requires pre-employment drug testing;
  - b) Requires drug testing of an employee when the Bidder has reasonable cause to believe the employee is under the influence of drugs;
  - c) Requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations.
- 2) A copy of the Bidder's current written employee drug testing policy will be available for inspection by the City at any time upon the City's request.
- 3) The Bidder/Contractor understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disbarment under ORS 279B.130.

The City of Sherwood shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing policy, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit C

**CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS**

The Contractor, for the purposes of this contract, hereby certifies that to the best of his/her knowledge that he/she is in compliance with all tax laws stated in ORS 305.385.

Dated \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor's Signature

Exhibit D

**CERTIFICATION OF REGISTRATION WITH THE CONSTRUCTION CONTRACTORS BOARD**

The Contractor, for the purposes of this contract, hereby certifies that he/she and all subcontractors performing work described in ORS 701.005(2) (i.e., construction work) are registered with the Construction Contractors Board in accordance with ORS 701.035 to ORS 701.091.

Dated \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor's Signature

CCB # \_\_\_\_\_

Exhibit E

**CERTIFICATION OF WORKERS' COMPENSATION COVERAGE**

The Contractor, for the purposes of this contract, hereby certifies that it is currently providing Oregon Workers' Compensation coverage for all its employees and will maintain coverage throughout the course of the project through one of the following methods:

1.  "Carrier-insured Employer" (State Accident insurance Fund Corp. or other authorized insurer)  
  
Insurance Company Name \_\_\_\_\_  
  
ID/Policy Number \_\_\_\_\_
2.  "Self Insured Employer" (Certified by the Workers' Compensation Division)  
  
ID number as assigned by  
the Work' Compensation Division \_\_\_\_\_
3.  I am an independent contractor and will perform all work under this contract without the assistance of others.

In the event of cancellation or change in the information above, Contractor certifies that it will immediately notify the Department of said cancellation or change and will obtain alternate coverage.

Dated \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Contractor's Signature

REMINDER ADDITIONAL INFORMATION NEEDED

Has your insurance carrier filed with Oregon Workers' Compensation Division a guaranty contract as proof of coverage for your employees working in Oregon?

For filing information, contact the Workers' Compensation Division at Labor and Industries Building:  
Salem, OR 97301; Phone (503) 947-7810.

### PERFORMANCE BOND

Bond No. \_\_\_\_\_

Project Name: **Michael Court Storm Rehabilitation**

_____ (Surety #1)	Bond Amount No. 1: \$ _____
_____ (Surety #2)*	Bond Amount No. 2: \$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond: \$ _____

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

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

WHEREAS, the Principal has entered into a contract with the City of Sherwood, the Plans, Specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable Plans, Standard specifications and Standard Drawings, Supplemental Specifications and Special Provisions, Addenda, Bid Schedule, Prevailing Wage Rates are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Sherwood, and the \_\_\_\_\_

\_\_\_\_\_ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Sherwood, or the above-referenced agency(ies), be obligated for the payment of any premiums.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each surety if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

## PAYMENT BOND

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name **Michael Court Storm Rehabilitation**

_____ (Surety #1)	Bond Amount No. 1:	\$ _____
_____ (Surety #2)*	Bond Amount No. 2:*	\$ _____
* If using multiple sureties	Total Penal Sum of Bond:	\$ _____

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Sherwood, on \_\_\_\_\_, \_\_\_\_\_, has awarded to \_\_\_\_\_, hereinafter designated as "Principal", a Contract for construction of the \_\_\_\_\_, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Sherwood, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.



Nonpayment of the bond premium will not invalidate this bond nor shall the City of Sherwood, or the above-referenced agency(ies), be obligated for the payment of any premiums.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax



STATE OF OREGON  
STATUTORY PUBLIC WORKS BOND

Surety bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_  
We, \_\_\_\_\_, as principal, and

\_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

Principal by:

\_\_\_\_\_  
(Seal)  
*Company Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title (e.g. Attorney-in-Fact)*

\_\_\_\_\_  
*Title*

**SEND BOND TO: Construction Contractors Board  
PO Box 14140  
Salem, OR 97309-5052  
Telephone: (503) 378-4621**

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City State Zip*



City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140  
Tel 503-625-5522  
Fax 503-625-5524  
www.sherwoodoregon.gov

**Mayor**  
Keith Mays

**Council President**  
Tim Rosener

**Councilors**  
Renee Brouse  
Sean Garland  
Russell Griffin  
Doug Scott  
Kim Young

**City Manager**  
Joseph Gall, ICMA-CM

\_\_\_\_\_, 2020

**Re: Notice of Intent to Award**

**Michael Court Storm Rehabilitation**

Dear Proposer:

This is the Notice of Intent to Award required to be posted on the City's website pursuant to OAR 137-049-0395(1).

The City of Sherwood received \_\_\_\_ bids for work associated with the **Michael Court Storm Rehabilitation**. The bids were opened at the Sherwood City Hall on February 6, 2020 at 2:00 PM. The lowest responsive bidder was **XXXXXX** with a quote of **\$XX.XX**.

City staff will recommend award of the contract for the **Micheal Court Storm Rehabilitation to XXXXXX**.

If you wish to protest the City's Intent to Award, you must do so within seven (7) days after the date of the issuance of this notice. The protest must follow the process set forth in OAR 137-049-450(4). Any protest not so complying, will not be considered by the City. Protests must be directed to:

Craig Christensen, P.E.  
City of Sherwood – Engineering Department  
22560 SW Pine St  
Sherwood, OR 97140

If you have any questions, please contact Craig Christensen, P.E. at (503) 925-2301 or [christensenc@sherwoodoregon.gov](mailto:christensenc@sherwoodoregon.gov)



Home of the Tualatin River National Wildlife Refuge

City of Sherwood  
22560 SW Pine St.  
Sherwood, OR 97140  
Tel 503-625-5522  
Fax 503-625-5524  
www.sherwoodoregon.gov

\_\_\_\_\_, 2020  
XXX  
XXX  
XXX

**Mayor**  
Keith Mays

**Council President**  
Tim Rosener

**Councilors**  
Renee Brouse  
Sean Garland  
Russell Griffin  
Doug Scott  
Kim Young

**City Manager**  
Joseph Gall, ICMA-CM

## NOTICE OF AWARD

### 2020 Michael Court Storm Rehabilitation

You are notified that your bid dated February 6, 2020 for the above stated project has been considered. You are the apparent low responsive bidder for the project and have been awarded the subject contract.

Attached are 3 copies of the Contract Agreement. Please sign each and resubmit. Also include 1 copy of the Performance Bond, Payment Bond, Proof of Liability Insurance, Oregon Workers Compensation Certificate of Insurance and a copy of your Statutory Public Works Bond sent to the State of Oregon.

Once the Contract Agreements have been signed by the City Manager, one fully signed Contract Agreement will be given to you at the preconstruction meeting set for \_\_\_\_\_, 2020 at City Hall.

We look forward to working with you on this project.

Sincerely,

CITY OF SHERWOOD

By: \_\_\_\_\_  
Craig Christensen, P.E.  
Civil Engineer



**BUREAU OF LABOR AND INDUSTRIES**  
**NOTICE OF AWARD OF PUBLIC WORKS CONTRACT**  
(For use by Public Agencies in Complying with ORS 279.363)

**NOTE: Effective January 1, 2002, ORS 279.363 was amended to require that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279.027.**

**1. CONTRACTING AGENCY INFORMATION**

Agency Name \_\_\_\_\_ Agency Number \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Agency Representative \_\_\_\_\_ Phone \_\_\_\_\_

**2. CONTRACT INFORMATION**

Project Name \_\_\_\_\_ Project Number \_\_\_\_\_  
Project Manager Name \_\_\_\_\_ FAX Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Location (Street(s), City, State) \_\_\_\_\_  
Project County \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Source of Funds (i.e., 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) \_\_\_\_\_

**If this project is federally funded and subject to the Davis-Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If federal funds are involved, but the project is subject to the Oregon Prevailing Wage Rate Law, please specify.**

Date Contract Specification First Advertised for Bid \_\_\_\_\_  
Date Contract Awarded \_\_\_\_\_ Date Work Expected to Begin \_\_\_\_\_  
Date First Progress Payment Due \_\_\_\_\_ Expected Date of Completion \_\_\_\_\_

**3. PRIME CONTRACTOR INFORMATION**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_  
Construction Contractors Board Registration Number \_\_\_\_\_  
Name of Bonding Company \_\_\_\_\_  
Address \_\_\_\_\_  
Agent Name/Phone \_\_\_\_\_  
Bond Number \_\_\_\_\_

Copy of first-tier subcontractors attached (see NOTE above).

Signature of person completing form \_\_\_\_\_

Printed name \_\_\_\_\_ Date \_\_\_\_\_

**THIS FORM WILL BE RETURNED TO THE CONTRACTING AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.**

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit  
Wage and Hour Division, Room 1160  
Bureau of Labor and Industries  
800 N.E. Oregon Street, #32  
Portland, OR 97232  
Telephone: (503) 731-4723  
FAX: (503) 731-4606



Community Development Division  
Engineering Department  
22560 SW Pine St.  
Sherwood, OR 97140  
503-925-2309

---

**NOTICE TO PROCEED**

**PROJECT NAME:** 2020 Michael Court Storm Rehabilitation  
**DATE:** XXX, 2020  
**PROJECT NO.:** N/A  
**COUNCIL RESOLUTION:** 2020-XXX  
**C.O.S. PROJECT MANAGER:** Craig Christensen, P.E.

**TO:** XXXXX  
Attn: XXX

**ADDRESS:** XXX  
XXX

**PHONE/EMAIL:** (503) – [email](#) address

**CONTRACT:** City of Sherwood and XXX

**2020 Michael Court Storm Rehabilitation**

You are hereby notified that the Contract for the aforementioned project has been properly executed; performance and payment bonds and proof of insurance has been received.

In accordance with the Contract Agreement, all Contract Work shall be completed by the completion date described in the Bid Booklet on or before May 29, 2020 which is \_\_\_\_ calendar days from the issuance of this Notice to Proceed.

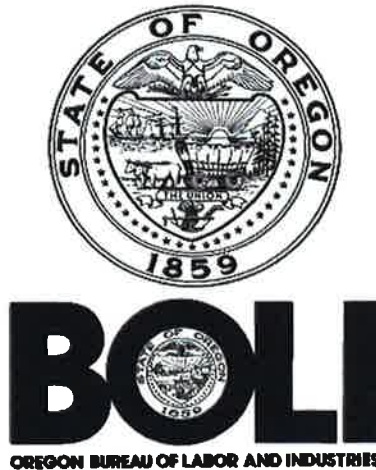
CITY OF SHERWOOD

---

Craig Christensen, P.E.  
Project Manager

**Division Three**  
**General Requirements**

**PREVAILING WAGE RATES**  
**FOR**  
**PUBLIC WORKS CONTRACTS IN OREGON**



**BOLI PREVAILING WAGE RATES (PWR)**

This Project is subject to Oregon Bureau of Labor and Industry – Prevailing Wage Rates for Public Works Projects in Oregon, effective January 1, 2020.

This publication is available on the web at:

<https://www.oregon.gov/boli/WHD/PWR/docs/January%201%2c%202020%20PWR%20Rate%20book.pdf>

This is a local project. No Federal Funds are being used on this project. Therefore the project is not subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.).



## **GENERAL REQUIREMENTS**

### **STANDARD SPECIFICATION**

The Oregon Standard Specifications for Construction 2018 edition, as issued by the Oregon Department of Transportation, as amended herein, these Special Provisions, the Advertisement of Bids, the Accepted Proposal, the Agreement, the Special Specifications, the Plans, the Standard Details appended hereto, and all addenda issued prior to the execution of the agreement and all modifications thereto comprise the Contract documents or the contract.

### **CONSTRUCTION CONTRACTORS BOARD**

The contractor must:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).
- (b) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

**Division Four**  
**Special Provisions**

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## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

This project is called 2018 Pavement Rehabilitation Projects and is located in the City of Sherwood, Washington County, Oregon. The Work to be done under this Contract consists of the following:

#### Project Description

The Work to be done under this Contract consists of the following:

1. Storm sewer.
2. Storm structures.
3. Grading of water quality swale.
4. Plantings.
5. Other miscellaneous items for completion of work.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

### **CLASS OF PROJECT**

This is a City of Sherwood Project. The construction of this project is not federally funded.

## PART 00100 – GENERAL CONDITIONS

### SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

*Comply with Section 00110 of the Standard Specifications modified as follows:*

*Remove the following definitions and replace as noted:*

#### **00110.20 Definitions –**

**Bid Booklet** – The bidding documents bound with the Solicitation Documents that contain the information identified in 00120.10.

**Bid Proposal** – The bidding forms included in Division One - Bidding Requirements of the Solicitation Documents as identified in 00120.10.

**Bid Section** – The portion of the Solicitation Documents labeled, Division One - Bidding Requirements.

### SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

*Comply with Section 00120 of the Standard Specifications modified as follows:*

*Remove the text of the following subsection and replace with the following:*

**00120.00 Prequalification of Bidders** - Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon. Letters of pre-qualification (approval letter only) by either the Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City **by Tuesday, February 4, 2020 at 5:00 PM (PST)** for the Bidder's Bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

All companies working on the project must possess either a Metro license or a City of Sherwood business license in accordance with the Sherwood Municipal Code at the time of construction.

*Remove the text of the following subsection and replace with the following:*

#### **00120.05 Requests for Solicitation Documents –**

Solicitation documents may be obtained as specified in the Invitation To Bid.

*Remove the text of the following subsection and replace with the following:*

#### **00120.10 Bid Booklet –**

The Bidding Documents are bound with the Solicitation Documents, and labeled as Division One – Bidding Requirements. The bidding Documents may include, but are not limited to:

- Invitation to Bid
- Bidder's Checklist
- Bid Statement
- Bid Schedule
- First Tier Subcontractor Disclosure Form
- Bid Bond
- Certificate of Non-Collusion
- Compliance with ORS 279C.840
- Certification of Asbestos Abatement
- Certificate of Non-Discrimination
- Customer Service Acknowledgment
- Prequalification Acknowledgement
- Bidder Responsibility Form
- Addendum Acknowledgment (Example)

*Modify the third paragraph of the following subsection as noted:*

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered –**

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Requests shall be made ~~in sufficient time~~ at least six (6) days prior to bid opening for the Agency's reply to reach all Bidders before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made ~~in sufficient time~~ at least six (6) days prior to bid opening for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

*Revise the first paragraph in the following subsection as noted:*

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids –**

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda only by publishing them on the Agency's web site ([www.sherwoodoregon.gov](http://www.sherwoodoregon.gov)). It is the Bidders responsibility to check the website to receive and review Addenda. ~~See the ODOT web site page included with the Special Provisions for the web site address where the Addenda are available.~~

*Modify the text of the following subsection as follows:*

**00120.40 Preparation of Bids**

**(a)(1) Paper Bids**

Signatures and initials shall be in ink, ~~except for changes submitted by facsimile (FAX) transmission as provided by 00120.60 (in which case FAX signatures shall be considered originals).~~

No changes shall be submitted by facsimile.

*Remove the text of the following subsection and replace with the following:*

**00120.40 Preparation of Bids  
(a)(2) Electronic Bids –**

Electronic Bids will not be accepted for this project.

*Remove the text of the following subsection and replace with the following:*

**00120.40 Preparation of Bids  
(c)(2) Electronic Bids Schedule Entries –**

Electronic Bids will not be accepted for this project.

*Remove the following text of the following subsection as noted:*

**00120.40(d) Bidder's Address and Signature Pages -**

~~Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed, or digitally signed, as appropriate, by a duly authorized representative of the Bidder. In addition, the electronic Bid requires the unique ID obtained from BidExpress® and approved by the Agency.~~

*Remove the text of the following subsection and replace with the following:*

**00120.40 Preparation of Bids  
(e)(2) Bid Guaranty with Electronic Bids –**

Electronic Bids will not be accepted for this project.

*Modify the following text of the following subsection as noted:*

**00120.40 Preparation of Bids  
(f) Disclosure of First Tier Subcontractors –**

The Subcontractor Disclosure Form may be submitted for a paper Bid (see 00120.05(b)(1)) by:

- Filling out the Subcontractor Disclosure Form printed from the Bid Booklet on the ~~ODOT eBIDS~~ City of Sherwood website (see 00110.05(e)) and submitting it together with the Bid at the time and place designated for receipt of Bids;
- Printing it from the Bid Booklet on the ~~ODOT eBIDS~~ City of Sherwood website, filling it out and submitting it separately to the ~~ODOT Procurement Office~~ at the address or FAX number given in the Bid Booklet; or
- ~~Using the form provided on the Agency's website identified in the Bid Booklet on the ODOT eBIDS website and pressing the submit button on the form.~~

The Subcontractor Disclosure Form may be submitted for an electronic Bid (see 00120.05(b)(2)) by:



- ~~• Filling out the Subcontractor Disclosure Form included as a file in the electronic Bid Booklet and submitting it together with the Bid, using the BidExpress® website (see 00110.05(e)), at the time designated for receipt of Bids;~~
- ~~• Printing it from the Bid Booklet on the ODOT eBIDS website, filling it out and submitting it separately to the ODOT Procurement Office at the address or FAX number given in the Bid Booklet; or~~
- ~~• Using the form provided on the Agency's website identified in the Bid Booklet on the ODOT eBIDS website and pressing the submit button on the form.~~

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the ODOT Procurement Office within 2 working hours of the time designated for receiving Bids.

~~The Agency is not responsible for partial, failed, illegible or partially legible facsimile (FAX) transmissions or submittals, and such forms may be rejected as incomplete.~~

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

*Delete the text of the following subsection and replace as noted:*

**00120.45 Submittal of Bids:**  
**(b) Electronic Bids -**

No Electronic Bids will be accepted for this project.

*Modify the text of the following subsection as noted:*

**00120.60 Revision or Withdrawal of Bids:**

**(a) Paper Bids -** Information entered into the paper Bid Booklet by the Bidder may be changed after the paper Bid has been delivered to the ~~ODOT Procurement Office~~ appropriate location, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids; and
- The changes are submitted in writing ~~or by electronic facsimile (FAX) transmission to the FAX number given in the paper Bid Booklet,~~ and signed by an individual authorized to sign the Bid.

A Bidder may withdraw its paper Bid after it has been delivered to the ~~ODOT Procurement Office~~ appropriate location, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead, ~~either by hand delivery or by FAX to the FAX number given in the paper Bid Booklet;~~ and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the

paper Bid Booklet for submitting Bids.

- No Bid may be withdrawn after the deadline for submitting Bids has passed.

*Delete the text of the following subsection and replace as noted:*

**00120.60 Revision or Withdrawal of Bids:**

**(b) Electronic Bids -**

No Electronic Bids will be accepted for this project.

*Modify the text of the following subsection as noted:*

**00120.70 Rejection of Nonresponsive Bids** - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include, without limitation:

- ~~The Bid is submitted on documents not obtained directly from the ODOT eBIDS website or from BidExpress® (see 00110.05(e)), or is submitted by a Bidder who is not registered on ODOT's "Holders of Bidding Plans" list, as required by 00120.05.~~
- The Bid has entries not typed or in ink, or has signatures or initials not in ink (save for changes received by FAX as provided by 00120.60).
- ~~An Electronic Bids is not received due to failure to comply with all requirements of BidExpress®.~~
- The Bid is submitted on documents not obtained directly from the City of Sherwood or from the City of Sherwood website.
- The agency determines that any Pay Item is significantly unbalanced to the potential detriment of the agency.

The Agency may reject any or all Bids due to irregularities or may waive irregularities not affecting substantial rights in accordance with OAR 137-049-0350 upon a finding of the Agency that it is in the public interest to do so.

*Delete the following subsection in its entirety:*

~~**00120.95 Opportunity for Cooperative Arrangement**~~

**SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

*Comply with Section 00130 of the Standard Specifications modified as follows:*

*Delete the text of the following subsection and replace with the following:*

**00130.15 Right to Protest Award:**

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidder, may submit to the City of Sherwood a written protest of the City's Intent to Award within seven (7)

calendar days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the Bidder alleges, in its written protest, that it should have received the award because:

- All lower Bids are non-responsive;
- The Agency failed to conduct the Bid process as described in the Bid document;
- The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsible; or
- The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapter 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency may not consider late protests or protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons cited above.

*Delete the second paragraph of the following subsection and replace with the following:*

**00130.40 Contract Bonds, Certificates, and Registrations –**

**(b) Certificates of Insurance**

For this Contract, the Agency may request at any time a certified copy of any insurance policy that this Contract requires and Contractor will provide same at its sole cost within ten (10) days of Agency's request.

*Add the following Subsection:*

**00130.40 Contract Bonds, Certificates, and Registrations -**

**(f) State of Oregon Statutory Public Works Bond**

As particularly described in 00170.20, when awarded the contract, the successful Bidder shall furnish a State of Oregon Statutory Public Works Bond.

**SECTION 00140 - SCOPE OF WORK**

*Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:*

*Add the following Subsection:*

**00140.31 As-Built Records** – Contractor shall maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds.

Accurate, complete and current "as-built" drawings are a specified requirement for full

payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of “as-built” drawings.

The “as-built” drawings must show the information listed below. Where the term “locate” or “location” is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

1. Record location of underground services and utilities as installed.
2. Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
3. Record changes in dimension, location, grade or detail to that shown on the plans.
4. Record changes made by change order
5. Record details not in the original plans
6. Provide fully completed shop drawings reflecting all revisions

*Add the following text to the following subsection:*

#### **00140.70 Cost Reduction Proposals –**

Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

Proposed changes by the Agency are not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30.

*Add the following bulleted item to the following subsection:*

#### **00140.90 Final Trimming and Cleanup**

- Removal and clean-up of erosion and sediment controls facilities, once vegetation is established on disturbed areas of Project Site and the Project Site has been stabilized.

### **SECTION 00150 - CONTROL OF WORK**

*Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:*

*Delete the text of the following subsection and replace with the following:*

#### **00150.10 Coordination of Specifications and Plans –**

**(a) Order of Precedence** - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Contract Change Orders;
- Permits from governmental agencies;
- Addenda
- Special Provisions;
- Contract Agreement

- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Supplemental Specifications/Special Provisions;
- Standard Specifications; and
- All other contract documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

*Delete the text of the following subsection and replace with the following:*

**00150.15 Construction Stakes, Lines and Grades**

The Contractor shall establish all field controls for the project and furnish all principal lines, grades, and measurements necessary for the completion of the Work by hiring a licensed professional surveyor in the State of Oregon at his/her expense. An electronic copy of the base drawing is will be available for the construction staking of this project. All necessary calculations for staking shall be provided by the Contractor's surveyor. All stakes damaged or removed shall be replaced, as needed, at no cost to the City.

The Contractor shall inform the Engineer of any property corners, monuments and/or survey markers found during construction activities that are not shown on the plans. The Contractor shall not bury or disturb any property corners, monuments and/or survey markers.

*Add the following text to the following subsection as noted:*

**00150.35 Plans and Working Drawings:  
(d)(1) Stamped Working Drawings –**

Stamped Working Drawings will be designated as "reviewed and accepted" or "reviewed with comments" by the Engineer.

*Delete the text of the following subsection and replace with the following:*

**00150.40 Cooperation and Superintendence by the Contractor –**

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

(a) Provide for the cooperation and superintendence on the Project by:

- (1) Furnishing the Engineer all data necessary to determine the actual cost of all or any

part of the Work, added Work, or changed Work.

- (2) Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
- (3) Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- (4) Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
  - a. Appointees shall be competent to manage all aspects of the Work.
  - b. Appointees shall be from the Contractor's own organization.
  - c. Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
  - d. Appointees shall be experienced in the types of Work being performed.
  - e. Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.
  - f. The appointed single Superintendent, or any alternate Superintendent shall:
    1. Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
    2. Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
    3. Have full authority and responsibility to promptly execute orders or directions of the Engineer.
    4. Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
    5. Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
    6. Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
    7. Cooperate in good faith with the Engineer, Inspectors, and other contractors in

performance of the Work.

8. Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
9. Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
10. Carefully protect and preserve the Engineer's marks and stakes.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

*Delete the text of the following subsection and replace with the following:*

**00150.50 Cooperation with Utilities:  
(b) Agency Responsibilities –**

The contractor shall coordinate with franchise utility companies for any installation of new franchise utility facilities and any connection to existing franchise utility facilities. The appropriate franchise utility company shall be contacted if any conflicts occur with the franchise utility during construction.

*Add the following text to the following subsection as noted:*

**00150.95 Final Acceptance**

Once the construction work is complete, all systems are operable, and final inspection discloses no deficiencies or inconsistencies with the Work as provided in the Contract Documents, the following documentation shall be delivered to the Engineer prior to issuing of Third Notification:

- Special guarantees and bonds;
- Separate waivers of liens for subcontractor, supplies, and other with lien rights against property of owner;
- Final pay estimate;
- Releases from BOLI;
- Evidence that the Maintenance Bond will remain in effect for two years following the date of Final Acceptance;

- Red-lined as-built drawings showing locations of all improvements constructed as part of this project.

*Add the following text to the following subsection as noted:*

**00150.96 Maintenance Warranties and Guarantees**

The Contractor shall provide a 10% Maintenance Bond for a period of two (2) years from the date of final acceptance by the Agency. A surety licensed to do business as a surety in the state of Oregon shall provide the Maintenance Bond.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Agency of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the Agency and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminish the Agency's rights under the guaranty provisions.

In addition to and not in lieu of any other warranties required under the Contract make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to the Agency, any and all defects, breaks, or failures of the Work occurring during the specified warranty period due to faulty or inadequate materials or workmanship. Repair damage or disturbance to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The required two-year maintenance period shall, with relation to such required repair, be extended one year from the date of completion of such repair when the repair occurs after the first year of the warranty period.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, Agency may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

**SECTION 00160 - SOURCE OF MATERIALS**

*Comply with Section 00160 of the Standard Specifications.*

**SECTION 00165 - QUALITY OF MATERIALS**

*Comply with Section 00165 of the Standard Specifications.*



## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

*Comply with Section 00170 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection as noted:*

### **00170.70(a) Insurance Coverages –**

The following insurance coverages and dollar amounts are required pursuant to this subsection:

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
Commercial General Liability	\$2,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$2,000,000.00	\$2,000,000.00

*Add the following text to the following subsection as noted:*

### **00170.70(c) Additional Insured –**

Add the following as Additional Insureds under the Contract:

The City of Sherwood and its officers, agents, and employees.  
Sherwood City Council.

Clean Water Services and its officers, agents, and employees.

*Add the following text to the following subsection as noted:*

### **00170.72 Indemnity/Hold Harmless –**

Extend indemnity and hold harmless to the Agency and the following:

The City of Sherwood and its officers, agents, and employees.  
Sherwood City Council.

Clean Water Services and its officers, agents, and employees.

## SECTION 00180 - PROSECUTION AND PROGRESS

*Comply with Section 00180 of the Standard Specifications modified as follows:*

*Delete the following subsection:*

### **00180.20(a) – Subcontracting Limitations, General**

*Delete the following text in the following subsection:*

**00180.21 Subcontracting:**

- (a) **General** - The Contractor shall not subcontract or perform any portion of the Contract by other than the Contractor's own organization without the Agency's prior written consent. A request for consent to subcontract, at any tier, solely for the furnishing of a labor force will not be considered.

A written request for consent to subcontract any portion of the Contract at any tier shall be submitted to the Engineer, and when required by the Engineer, shall be accompanied by background information showing that the organization proposed to perform the Work is experienced and equipped for such Work. The Agency will review the Contractor's submission to verify compliance with Contract requirements, confirm the percentage of Work subcontracted, and evaluate the proposed Subcontractor's ability to perform the Work. ~~If the Agency approves the Contractor's request to subcontract, the Agency will provide its consent to the Contractor's request as follows:~~

- ~~• If the subcontractor is not providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 7 Calendar Days after the Engineer's receipt of the request.~~
- ~~• If the subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(f) plus 7 Calendar Days to review and approve the subcontract request.)~~

*Add the following bulleted items to the following subsection:*

**00180.40 Limitation of Operations:**

(a) **In General –**

- Limited hours of construction between 8:00 AM until 6:00 PM, Monday through Friday. Except as otherwise noted in the Bid Drawings.
- Construction is prohibited on Saturdays and Sundays without prior written approval from the Engineer. Written approval for Saturday work (8:00AM to 5:00PM) has been granted for the construction of SW Foundry Avenue.
- Construction activities include all field maintenance of equipment, refueling, and pick-up and delivery of equipment, as well as actual construction activities.
- Construction vehicles shall park on the construction site, at location(s) indicated on the Contract Drawings, or at location(s) approved by the Agency. Contractor parking shall not interfere with the everyday operations of the surrounding area.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

*Add the following subsection:*

**00180.40(c) Specific Limitations –**

Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities.....	00150.50
Cooperation with Other Contractors.....	00150.55
Contract Completion Time.....	00180.50(h)
Right-of-Way and Access Delays.....	00180.65
Traffic Lane Restrictions.....	00220.40(e)

*Add the following text to the following subsection:*

**00180.41 Project Work Schedules:**

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and clean up has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

A Type "B" schedule as detailed in the Standard Specifications is required on this Contract.

*Add the following text to the following subsection:*

**180.41(b)(2) Detailed Schedule -**

The Contractor shall submit an updated project work schedule with all pay requests unless approved otherwise in writing by the Engineer. Payments to the Contractor may be held or delayed until an updated schedule has been received.

The Project Work schedule shall also address the sequencing of critical activities and shall identify the critical path for the project, critical milestones in accomplishing the work and fixed completion dates for those milestones.

*Add the following subsection:*

**00180.41(b)(4) Weekly Schedule** – Submit a weekly progress schedule to Engineer at each weekly meeting. At a minimum, the schedule shall include the following:

- Actual work completed during the previous week alongside the previously submitted weekly schedule;
- Any lane closures or access restrictions expected within the next two weeks;
- Work to be completed during the current week;
- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

*Add the following subsection:*

**00180.41(b)(5) Customer Service Element to Construction Schedule** – Construction will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience to residents and commuter traffic. As a supplement document to the Contractor's construction schedule, the contractor shall submit, prior to the pre-construction conference, a plan to the Engineer that identifies: construction sequencing

and timing, expected disruptions to residents, and a public safety plan that explains procedures on how the Contractor will maintain safe continuous ingress and egress for pedestrians and vehicular traffic including personal use by residents, mail and newspaper delivery, garbage collection and other daily deliveries, as applicable.

*Delete the text of the following subsection and replace as follows:*

**00180.42 Preconstruction Conference:**

Within three (3) working days of the Notice to Proceed, the Contractor is required to contact the Agency to schedule the preconstruction conference.

In addition to the Contractor, the intended project superintendents, subcontractor foremen and major suppliers – those who will actually be involved in construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the Engineer, of the following:

(Note: These materials SHALL be brought to the preconstruction conference for discussion followed by Engineer review. Some items may also require submittal in advance of the preconstruction meeting per the specifications.)

- Contractor's plan of operation and progress schedule (3+ copies)
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), name(s), address(s) and phone number(s)
- List of materials fabricated or manufactured off the project
- Material sources for the project
- Names of principal suppliers
- Detailed equipment list
- "Project Labor List" for all employee classifications anticipated to be used on project
- Cost percentage breakdown for lump sum bid item(s)
- Shop drawings (bring preliminary list)
- Traffic Control Plans (3+ copies)
- Erosion and Sediment Control Plan (3+ copies)
- Pollution Control Plan (3+ copies)
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route

During the preconstruction conference, be prepared to discuss the following items:

- Bonds and Insurance
- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents

- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Right-of-way, Easements and Temporary Construction Easements

In addition to the preconstruction conference, the City reserves the right to require the Contractor to attend a construction kick-off public open house/presentation wherein the Contractor shall be prepared to present and discuss all elements of the project's construction with the general public.

*Add the following Subsection:*

**00180.50(h) Contract Time –**

***All Work under the contract, except vegetation establishment, must be completed by May 29, 2020.***

Work on this project may not commence until after the contract is signed by both the contractor and the City. City Council approval is required prior to the City Manager signing the contract. City Council approval of the resolution for the City Manager to sign the contract is anticipated to occur at the February 18, 2020 City Council Meeting.

*Add the following text to the following subsection:*

**00180.85(b) Liquidated Damages –**

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$800 per Calendar Day.

*Delete the following subsection:*

**00180.85(b)(1) Single Contract Time**

*Delete the following subsection:*

**00180.85(b)(2) Multiple Contract Times**

**SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

*Comply with Section 00190 of the Standard Specifications modified as follows:*

*Delete the text of the following subsection and replace with the following:*

**00190.20(g) Agency-Provided Weigh Technician –**

The Agency will not provide for a weigh technician. The Contractor shall provide, and pay for, a weigh technician for a vehicle weigh scale. The Contractor's weigh technician will:

- Determine tare weights;
- Prepare weigh memos for each load;
- Compile the weigh records; and
- Not participate in the production of Materials or the loading of haul vehicles.

**SECTION 00195 - PAYMENT**

*Comply with Section 00195 of the Standard Specifications modified as follows:*

*Delete the text from the following subsection and replace with the following:*

**00195.12 Steel Materials Price Escalation/De-Escalation Cause** - No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

*Delete text from the following subsection as noted:*

**00195.50(c) Forms of Retainage**

- (1) **Cash, Alternate A** - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided 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.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

*Modify the third paragraph from the following subsection as noted:*

*Add the following subsections as follows:*

**00195.90 Final Payment**

- (d) The Contractor shall maintain a current and accurate record of the work completed during the course of this contract. These "as-built" drawings shall be kept by accurately marking a designated set of the contract Plans with the specified information as work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full or partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver an

acceptably complete and legible full-size set of “as-built” drawings to Agency.

The “as-built” drawings must show the information listed below. Where the term “locate” or “location” is used, it means a record of position with respect to both the construction vertical datum and either horizontal datum or a nearby permanent improvement.

- Record location of underground services and utilities as installed.
  - Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
  - Record changes in dimensions, location, grade or detail to that shown on the Plans.
  - Record changes made by change order.
  - Record details not in the original Plans.
  - Provide fully completed shop drawings reflecting all revisions.
- (e) Notwithstanding any contrary language in the Contract Documents, Contractor’s acceptance of the final payment will release Agency and the Engineer from all claims and all liability to the Contractor for all things done or furnished in connection with the Work, and every act of the Agency and others relating to or arising out of the Work. The Contractor’s acceptance of final payment is conclusive proof of Agency’s full performance under the Contract. If Agency requests, Contractor will sign a release stating Contractor has been paid in full prior to the final payment. No payment, final or otherwise, will operate to release the Contractor or the Contractor’s sureties from obligations under the Contract and will not affect the continuing validity and enforceability of the performance, payment and other bonds and warranties provided pursuant to the Contract.

#### **SECTION 00196 - PAYMENT FOR EXTRA WORK**

*Comply with Section 00196 of the Standard Specifications.*

#### **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

*Comply with Section 00197 of the Standard Specifications.*

#### **SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

*Comply with Section 00199 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

##### **00199.20 Protest Procedure –**

- (b) **Written Notice** – The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information. Failure to comply with this notice requirement renders the notice improper and shall constitute a waiver of any claim for additional compensation for any part of the protested work.



Delete the following subsection:

**00199.20 Protest Procedure –**

~~**(g) Protest Evaluation by Third Party Neutral**~~

Add the following subsection:

**00199.30 Claims Procedure –**

**(e) Payment of Costs, Expenses and Attorney's Fees –**

Each party is responsible for its own costs, expenses and attorney's fees in the event of litigation.

Add the following text to the following subsection:

**00199.40(b) Step 1: Region Level Review**

For the purposes of this Contract, the "Region-level reviewer" is Agency's Public Works Director.

Modify the text of the following subsection as noted:

**00199.40(c) Step 2: Agency Level Review**

For the purposes of this Contract, the "Contract Administration Engineer" is the Agency's City Manager.

If the Contractor does not accept the Step 2 decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing through the Engineer that the claim be advanced to Step 3 or 4 (see (d) and (e) below), as applicable. For purposes of determining which process to use for claims under Step 3 or 4 concerning a combination of additional compensation and Contract Time or for Contract Time only, the value of the claim or portion of the claim for Contract Time will be assumed to be the appropriate Liquidated Damages given in 00180.50 of the Special Provisions multiplied by the number of Calendar Days in question. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

Delete the following subsection and replace with the following:

~~**00199.40(d) Step 3: Arbitration; Claims Review Board –**~~

**00199.40(d) Step 3: Litigation** – This step applies to any claim that is not resolved under Steps 1 or 2.

The Contractor must follow Steps 1 and 2 in order, and exhaust all available administrative remedies, before resorting to litigation. The Contractor must properly file a lawsuit in a court of competent jurisdiction within six months from the date of the final decision that exhausted the Contractor's administrative remedies under this Contract.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory body, as well as any documents referenced or incorporated by reference therein, will be

admissible for the purpose of Contract interpretation.

The Contract or any of its provisions will not be construed against either party regardless of who drafted it. Other than as may be modified by the Contract, the applicable rules of contract construction and evidence will apply. The Contract will be governed by and construed in accordance with Oregon law without regard to conflict of laws principles.

Any dispute between the Agency and the Contractor that arises from or relates to the Contract and that is not resolved under Section 00199 may only be brought and must be conducted solely and exclusively in the Circuit Court for the State of Oregon, Washington County. If a dispute must be brought in a federal forum, then it may only be brought and conducted solely and exclusively in the United States District Court for the State of Oregon. To the maximum extent permitted by law, the dispute will be tried to a court without a jury and will not be subject to mandatory arbitration. In no event will this Subsection be construed as a waiver by the Agency of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, from any claim or from the jurisdiction of any court. Contractor consents to the personal jurisdiction of the courts referenced herein.

In any dispute between the Agency and the Contractor that arises from or relates to the Contract, each party is solely responsible for its own costs and fees, including attorney fees.

*Delete the following subsection in its entirety.*

~~**00199.40(e) Step 4: Litigation**~~

*Add the following subsection:*

**00199.55 Expenses, Costs and Attorney Fees** – Notwithstanding any contrary language in the Contract Documents, each party will solely bear its own expenses, costs and fees, including attorney fees, throughout prosecution of the Work and including any disagreements, protests or claims, including all trials and appeals.

## **PART 00200 – TEMPORARY FEATURES AND APPURTENANCES**

### **SECTION 00210 - MOBILIZATION**

*Comply with Section 00210 of the Standard Specifications modified as follows.*

*Add the following text to the following subsection:*

**00210.90 Payment –**

Payment for Mobilization shall also include all labor, equipment, and material for work listed in the specifications and shown on the Contract Drawings that is not specifically listed with other items of the Bid Schedule.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

*Comply with Section 00220 of the Standard Specifications modified as follows:*

*Modify and add the following bulleted items of the following subsection:*

**00220.02 Public Safety and Mobility**

- Do not block driveways ~~for more than two hours~~ except as noted in the Contract Drawings unless otherwise authorized in writing.
- Do not install traffic control signs in a manner in which they will block an open bike lane or open walkway.
- Contractor shall install barricades with signage for any bike lane or walkway closure and sign for alternate routing of bicycle and pedestrian traffic.
- Notify the City of Sherwood Police Department of all changes to the traffic control prior to implementing the change. Contact Ty Hanlon at [hanlont@sherwoodoregon.gov](mailto:hanlont@sherwoodoregon.gov) (ph.503-925-7109).
- Notify the Tualatin Valley Fire & Rescue Department of all changes to the traffic control prior to implementing the change. Contact Amber Cross at [amber.cross@tvfr.com](mailto:amber.cross@tvfr.com) (Ph. 503-259-1517).
- Notify the Sherwood School District of all changes to the traffic control prior to implementing the change. Contact Sandi Miller at [smiller@sherwood.k12.or.us](mailto:smiller@sherwood.k12.or.us) (Ph. 503-825-5910).
- Notify the United States Post Office of all changes to the traffic control prior to implementing the change. Contact at [67062tualatinor@usps.gov](mailto:67062tualatinor@usps.gov).
- Notify Pride Disposal of all changes to the traffic control to occur on Fridays prior to implementing the change. Contact [kristenl@pridedisposal.com](mailto:kristenl@pridedisposal.com) (Ph. 503-625-6177).
- Carbon copy City Project Manager at [christensenc@sherwoodoregon.gov](mailto:christensenc@sherwoodoregon.gov) and City Inspector [stirlinga@sherwoodoregon.gov](mailto:stirlinga@sherwoodoregon.gov) all traffic control notification emails.

*Add the following bulleted items to the following subsection:*

**00220.40(c) Driveways –**

- Communicate with all affected property owners at least 2 days in advance of any work which will affect access to the property.

*Delete the text of the following subsection and replace with the following:*

**00220.40 General Requirements**

**(e) Lane Restrictions:**

**(1) Closed Lanes -**

- The contractor may close SW Lowell Lane to traffic for trench work to install storm sewer and irrigation line within SW Lowell Lane. SW Lowell Lane shall be open at the end of each work day. Contractor responsible for all barricades, signage, detour signage and any other traffic control measures necessary for the road closure. Contractor to notify residents on SW Lowell Lane 48 hours prior to street closure.
- The contractor is responsible to install pedestrian sidewalk closure and detour signage and barricades in order to close the sidewalk on the south side of SW Lowell Lane.
- The contractor is responsible for maintaining emergency vehicle access to all properties at all times.
- The contractor is responsible for maintaining access for mail and trash (Friday) and school bus services at all times.

### **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

*Comply with Section 00225 of the Standard Specifications modified as follows:*

*Add the following bulleted items in the following subsection:*

#### **00225.05 Contractor Traffic Control Plan –**

- If at any time during the work the Engineer or Inspector determines the Traffic Control Plan to be inadequate, the Contractor shall provide a revised Traffic Control Plan and install the additional signs and devices at no additional cost to the Owner.

*Modify the text of the following subsection as noted:*

**00225.10 General** - Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled ~~"Quality Guidelines for Temporary Traffic Control Devices and Features"~~ "Manual on Uniform Traffic Control Devices for Streets and Highways". Use new TCD or TCD meeting the "Acceptable" quality category of the ATSSA publication for all installations unless otherwise specified. Provide test results, quality compliance certificates, equipment lists, and drawings when specified. Acceptance will be by the QPL, test results, quality compliance certificates, equipment lists, drawings, and testing as necessary to assure compliance with the Specifications. After TCD have been installed and accepted on the Project, inspect and maintain the condition of the devices.

*Add the following text to the following subsection:*

#### **00225.90 Payment -**

Method "B" – Lump Sum Basis – shall be the payment method used for this project.

The Contractor shall be responsible for all traffic control costs including all flagging to complete the work and punch-list items.

Payment shall also include payment for the Contractor supplying approved traffic control

plans as specified in the Provisions.

Any additional signs and devices deemed necessary by the Engineer or Inspector shall be installed at no additional cost to the Owner.

### **SECTION 00270 – TEMPORARY FENCE**

*Comply with Section 00270 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

#### **00270.10 Material**

Temporary fence to be a chain link fence at least 4 feet in height. Fence shall be strong enough to withstand large dogs.

*Add the following text to the following subsection:*

#### **00270.90 Payment**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Temporary Chain Link Fence .....	Foot

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

*Comply with Section 00280 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

#### **00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands**

Do not begin any site activities that have potential to cause erosion or sediment movement until the erosion control facilities have been installed and approved by the City Inspector.

Update the ESCP and schedule as needed for unexpected storm or other events to ensure that sediment-laden water does not leave the construction site.

*Add the following text to the following subsection as noted:*

#### **00280.40 Installation -**

Install erosion and sediment control BMP as shown and according to the most current edition of the ODOT Erosion and Sediment Control Manual. Install these BMP before performing clearing, grading, or other land alteration activities. Ensure that no visible and measurable sediment or pollutants leave the Project boundaries, enter drainage systems or waterways, or violate applicable water standards.

For purposes of this requirement, "visible and measurable" is defined as:

- Deposits or tracking of mud, dirt, sediment or similar material exceeding 1/2 cubic foot in volume on any private or public street or adjacent property, or into any storm or

surface water drainage system, either by direct deposit, dropping or discharge, or as a result of erosion; or

- Evidence of concentrated flows of water over bare soils; turbid or sediment-laden flows; or evidence of on-site erosion, such as rivulets on bare slopes where the flow of water is not filtered or captured on the site; or
- Earth slides, mudflows, earth sloughing, or other earth movement off the Project site.

*Add the following text to the following subsection:*

**00280.90 Payment**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(f) Matting, GeoJute Plus .....	Square Yard
(f) Matting, EconoJute .....	Square Yard

Item (f) may have a substitution when approved by the City Project Manager.

**PART 00290 – ENVIRONMENTAL PROTECTION**

*Comply with Section 00290 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

**00290.10 Staging and Disposal Sites –**

Any aggregate/soils contaminated by the contractor within the staging area or on the project site shall be removed and replaced by the contractor at no additional cost.

*Add the following subsection*

**00290.30(a) Pollution Control Measures**

**(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.

- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

*Delete the text of the following subsection and replace with the following:*

**00290.90 Payment** – There will be no payment for work performed under this Section.

## **PART 00300 – ROADWORK**

*Add the following Section:*

### **SECTION 00305 – CONSTRUCTION SURVEY WORK**

#### **Description**

**00305.00 Scope** - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors" February 1, 2019 Edition. This manual is available on the web at:

[https://www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)

A base AutoCad will be made available to the contractor's surveyor that may be useable for construction staking. Note that the horizontal datum is from an aerial and no initial survey was performed.

Contractor shall measure location of all piping encountered during the project and mark on as-built to be supplied to the City.

**00305.10 Definitions –**

“Construction Survey Work” – Surveying work necessary for the construction of the project.

“As-Built Survey Work” – Post construction surveying work to provide as constructed data. This work shall include surveying all new manholes, catch basins, pipe outlets and cleanouts for horizontal location, rim elevations and i.e.’s.

**Measurement**

**00305.80 Measurement** – No measurement of quantities will be made for construction survey work.

**Payment**

**00305.90 Payment** – The accepted quantities of performing construction survey work will be paid for at the Contract lump sum amount for the item “Construction Survey Work” or “As-Built Survey Work”.

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, cut sheets, and all other related preparation work.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient product, and over-run of material.

Costs incurred as a result of having to replace disturbed or removed reference stakes (traffic, kids, etc.) will be borne by the Contractor.

Progress payments will not be in excess of the reasonable value of the surveying work as estimated by the Engineer.

*Add the following Section:*

**SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

*Comply with Section 00310 of the Standard Specifications supplemented and modified as follows:*

*Add the following text to the following subsection:*

**00310.00 Scope –**



Removal of Structures and Obstructions shall include, but not be limited to removal or the removal and installation of items designated on the plans or encountered in the field that are not covered by other bid items including but not limited to:

- Saw cutting.
- Plugging or capping of existing abandoned pipes or pipes to be abandoned.
- Removal and reinstallation of signs.
- Removal and reinstallation of fencing.
- Removal and reinstallation of barricades.
- Removal and reinstallation of mailboxes.
- Removal and reinstallation of any yard features.
- Other miscellaneous structures or obstructions encountered in the field designated to be removed or relocated by the engineer.

*Delete the text of the following subsection and replace with the following:*

**00310.44 Earthwork in Connection with Removal –**

Provide aggregate backfill and compaction for all holes or utility trenches, associated with work in this section, up to the existing asphalt surface. Compaction shall be in accordance with the details in the contract Drawings. Native backfill may be used in locations outside of the right-of-way and driving areas at the discretion of the Inspector. No separate payment will be made for this work.

*Add the following bid item to the following subsection:*

**00310.92 Separate Item Basis –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(h) Removal of Concrete Sidewalk .....	Square Yard

**SECTION 00320 – CLEARING AND GRUBBING**

*Comply with Section 00320 of the Standard Specifications supplemented and/or modified as follows:*

*Delete the text from the following subsection and replace as noted:*

**00320.01 Areas of Work –** The limits of the clearing and grubbing are as follows:

- All areas necessary for completing the work as approved by the Engineer.

*Add the following text to the following subsection:*

**00320.40(b)(3) Tree Trimming –**

The City Inspector shall be notified prior to and approve any tree trimming by the Contractor that is necessary to complete the work. If any tree trimming is to occur, clean vertical cuts shall be made and sealed meeting the approval of the Inspector.

The cost of tree trimming is incidental.

*Delete the first paragraph of the following subsection and replace with the following:*

**00320.40(b)(4) Trees to be Saved –**

All trees/shrubs within the project vicinity are to be saved unless otherwise designated on the Contract Drawings or as designated by the Engineer.

*Add the following text to the following subsection:*

**00320.80 Measurement –**

Measurement of “Clearing and Grubbing” will be done on a Lump Sum basis.

*Add the following text to the following subsection:*

**00320.90 Payment –**

Payment of “Clearing and Grubbing” will be done on a Lump Sum basis.

**SECTION 00330 – EARTHWORK**

*Comply with Section 00330 of the Standard Specifications supplemented and/or modified as follows:*

*Add the following subsection:*

**00330.05 Staging Area –**

Storage of vehicles, equipment and materials shall be at a location approved by the Inspector. The city bears no responsibility for any contractor vehicles, equipment or materials that are stolen or vandalized.

*Add the following subsection:*

**00330.83 Excavation Lump Sum Measurement** – “General Excavation and Earthwork” will be done on a lump sum basis. “General Excavation and Earthwork will consist of all excavation required for the project that is not included in other bid items.

*Delete the following text in the following subsection:*

**00330.91 Kinds of Pay Excavation -**

**(d) General Excavation:**

- Other than ~~ditch~~, trench, structure, foundation, toe trench, ~~and borrow excavation~~.

Add the following subsection:

**00330.95 Lump Sum Basis Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) General Excavation and Earthwork .....	Lump Sum

**SECTION 00350 – GEOSYNTHETIC INSTALLATION**

*Comply with Section 00350 of the Standard Specifications.*

**SECTION 00390 – RIPRAP PROTECTION**

*Comply with Section 00390 of the Standard Specifications modified as follows:*

*Delete the text as shown from the following subsection:*

**00390.41 Riprap Geotextile** – ~~If required~~, install riprap geotextile according to the requirements of Section 00350 and as shown or directed.

*Add the following text to the following subsection:*

**00390.90 Lump Sum Basis Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(g) Riprap, Class 50 .....	Cubic Yard

Item (g) includes riprap geotextile.

**PART 00400 – DRAINAGE AND SEWERS**

**SECTION 00405 – TRENCH EXCAVATION, BEDDING AND BACKFILL**

*Comply with Section 00405 of the Standard Specifications modified as follows:*

*Delete the text from the following subsection and replace with the following:*

**00405.12 Bedding** – Bedding material shall be 3/4”-0” dense graded aggregate, meeting the requirements of Section 00641.

*Delete the text from the following subsection and replace with the following:*

**00405.13 Pipe Zone Material** – Pipe zone material shall be 3/4”-0” dense graded aggregate, meeting the requirements of Section 00641.

*Delete the text from the following subsection and replace with the following:*

#### **00405.14 Trench Backfill**

- (a) **Class B Backfill** – Class “B” backfill material shall be 3/4”-0” dense graded aggregate, meeting the requirements of Section 00641.

*Add the following text to the following subsection:*

#### **00405.41(b) Open Trench Limit –**

For trenches/pits in driving areas, either steel plates pinned and anchored with asphalt or backfill all trenches/pits until such time as the permanent trench resurfacing is placed. Provide reflective cones and appropriate signing as required by Sections 00220 and 00225. Clean work area and roadway surrounding trench of any loose material or aggregate prior to leaving site at the end of each day. In non-driving areas, either steel plates, backfill or safety fencing may be used. All trenches/pits must be filled/protected by the end of each work day. All trenches/pits shall be protected throughout construction operations with appropriate traffic control measures implemented for the safety of drivers and pedestrians.

*Delete the text of the following subsection and replace with the following:*

#### **00405.43 Dewatering –**

Dewatering shall be pumped into a filter bag at a location approved by the inspector. Downstream barriers will likely be required (biobag dams, etc.). Contractor to ensure that water from dewatering operations does not drain into any neighboring properties. If this method is not feasible as determined by the inspector, then an emergency dewatering permit will be obtained by the City for the pumping of groundwater into the existing sanitary sewer only as a last resort. Pumping into the sanitary sewer shall be minimized with use of a filter bag being used as soon as practicable as determined by the inspector. Cost involved with time lost waiting for dewatering permit is incidental.

Dewatering to a deeper depth than required for standard trench bedding excavation, due to overexcavation of trench bottom occurring from poor trench foundation conditions, shall be incidental.

Dewatering shall be in compliance with DEQ erosion and sediment control requirements.

The cost of dewatering, if necessary, is incidental.

*Add the following text to the following subsection:*

#### **00405.44 Trench Foundation –**

Trench Foundation must be authorized by the City Project Manager prior to overexcavation of the trench. Overexcavation of the trench that has not been pre-authorized by the Engineer is subject to non-payment.

*Add the following text to the following subsection:*

#### **00405.46 Backfilling – (c) Trench Backfill**

**(2) Class A, B, C or D Backfill –**

Trenches within existing asphalt paving may be brought to the surface with gravel for interim vehicle traffic. Contractor shall install appropriate traffic control signage and shall maintain gravel a minimum of daily. Contractor shall sweep existing asphalt free of gravel at the end of each work day. If the City Project Manager determines that the gravel is not being adequately maintained then the contractor shall install asphalt cold patch or asphalt hot patch (1" minimum thickness). Cost is incidental.

*Delete the text of the following subsection and replace with the following:*

**00405.46 Backfilling –**

**(e) Temporary Trench Plating** - When temporary steel plates are installed over a street cut, they shall be capable of carrying at least an MS-18 loading. Steel plating shall have a minimum width of 3 times the trench width inches with a minimum of 12" of plating beyond the ends. Anchor steel plates to minimize shifting. Shim the edges of all steel plates with cold mix asphalt. Cost is incidental.

*Add the following subsection:*

**00405.47 Storm Bypass** – Storm bypass shall consist of all work and materials necessary to ensure that storm water flows from the existing storm sewer bypass the area of work for construction. Storm sewer pipes shall be temporarily reconnected at the end of each work day. The City of Sherwood is not responsible for work or time lost due to undersizing of storm bypass facilities. All project damages and damages to neighboring properties due to undersizing of storm bypass facilities shall be borne by the contractor.

*Add the following text to the following subsection:*

**00405.82 Trench Foundation** – The quantities of unsuitable trench foundation will be measured on a volume basis in place

*Add the following subsection:*

**00405.83 Dewatering and Storm Bypass** – No measurement will be made for dewatering or storm bypass.

*Modify the text of and add bulleted items to the following subsection as follows:*

**00405.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(c) Trench Foundation .....	<del>Ton</del> or Cubic Yard
(d) Storm Bypass .....	Lump Sum

Item (c) will also include subgrade geotextile if deemed necessary by the engineer.

No separate or additional payment will be made for:

- Construction idle time due to rock or boulder removal or dewatering operations.

## SECTION 00415 – VIDEO PIPE INSPECTION

*Comply with Section 415 of the Standard Specifications modified as follows:*

*Delete the text of the following subsection and replace with the following:*

### **00415.20 Mainline Inspection Equipment –**

#### **(a) Camera and Lighting**

Camera and lighting equipment shall be in compliance with Clean Water Services “Design and Construction Standards Manual”.

*Add the following subsection:*

**00415.40(i) Video Testing –** Testing of manholes and pipes (mandrel, air pressure, video) shall be conducted by the contractor according to the requirement of Clean Water Services “Design and Construction Standards Manual” and the City of Sherwood “Engineering Design and Standard Details Manual”. The cost of cleaning, mandrel testing and pressure testing of pipes is incidental.

Prior to acceptance, all new public sewer lines shall be thoroughly cleaned, mandreled, pressure tested and TV scanned by the contractor in accordance with the City’s and CWS requirements for such work. Such work shall be performed by the contractor after trench has been backfilled, compacted to finish grade and compaction testing has met the approval of the Inspector. Video testing shall be performed prior to installation of surfacings.

Any additional Video Inspection required due to pipes not passing testing/inspection, shall be performed at the contractor’s expense.

*Delete the text of the following subsection and replace with the following:*

## SECTION 00440 – COMMERCIAL GRADE CONCRETE

*Comply with Section 00440 of the Standard Specifications.*

## SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

*Comply with Section 00442 of the Standard Specifications.*

## SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

*Comply with Section 00445 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

### **00445.01 Definitions and Descriptive Terms**

**Water Trench –** The excavation and backfill of a trench for the temporary irrigation line outside the limits of storm trenches. The trench will be dug to a minimum 2-foot depth and deeper as necessary for the irrigation line to get tapped into the main,

*Add the following subsection:*

**00445.77 Cleaning of Storm Facilities** – All storm piping, catch basins, inlets and manholes shall be cleaned and free of sediments, debris and obstructions prior to final acceptance. Any sediments, debris and obstructions entering existing catch basins, storm piping, storm manholes, ditches and water quality facilities, as determined by the Engineer, shall be cleaned by the contractor. The cost of cleaning is incidental.

*Add the following pay items and bulleted items to the following subsection:*

**00445.91 Payment –**

Pay Item	Unit of Measurement
(m) 21-Inch, PVC Pipe (Granular Backfill) .....	Foot
(n) 21-Inch, PVC Pipe (Native Backfill) .....	Foot
(o) 20-Inch, C-905 Pipe (Native Backfill) .....	Foot
(p) 18-Inch, C-905 Pipe (Native Backfill) .....	Foot
(q) 10-Inch, C-900 Pipe (Native Backfill) .....	Foot
(r) 8-Inch, C-900 Pipe (Native Backfill) .....	Foot
(s) 12-Inch, PVC Pipe (Native Backfill) .....	Foot
(t) 6-Inch, PVC Pipe (Native Backfill) .....	Foot
(u) Water Trench .....	Foot

No separate or additional payment will be made for:

- Trench stabilization
- Saw Cutting.
- Asphalt surface removal
- Securing existing utilities to perform trench excavation, pipe installation and trench bedding and backfill
- Coordinating and idle time for the temporary irrigation line to be installed within the storm trench.

**SECTION 00470 – MANHOLE, CATCH BASIN, AND INLETS**

*Comply with Section 00470 of the Standard Specifications modified as follows:*

*Add the following subsection:*

**00470.18 Concrete Manhole and Inlets** – All concrete manholes and inlets shall be constructed as shown in the Contract Drawings unless otherwise approved by the engineer.

*Add the following pay items and bulleted items to the following subsection*

**00470.90 Payment -**

Pay Item	Unit of Measurement
----------	---------------------

(l) Concrete Manhole, 48-Inch Diameter .....	Each
(m) Concrete Manhole, 60-Inch Diameter, Water Quality .....	Each
(n) Concrete Manhole, 60-Inch Diameter, Flow Control .....	Each
(o) Concrete Inlet, Ditch Inlet .....	Each
(p) Concrete Inlet, Curb Inlet Manhole .....	Each

No separate or additional payment will be made for:

- Removal of existing concrete curb, asphalt or base rock as necessary to install the new inlet.
- Saw cutting.
- Installation of new concrete curb in accordance with the detail.
- Any work or materials associated with connection of existing storm sewers to the new structure.

### **SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES**

*Comply with Section 00490 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

#### **00490.01 Descriptive Terms:**

**Replacement of Existing Box** – This work consists of the removal and disposal of the existing water valve box and the installation of a new water valve box in compliance with the details in the Contract Drawings. This work includes any costs involved with matching the rim with new asphalt grade.

*Add the following text to the following subsection:*

#### **00490.40 General –**

If drainage field tile is encountered during construction, notify the Engineer and the Agency's Project Manager. The intent will be to connect any functioning drain tile system to the storm system in an appropriate manner. Such connection must be noted on the as-built drawings and must be approved by the Engineer.

*Add the following subsection:*

#### **00490.50 Connection to Existing Lateral –**

"Connection to Existing Lateral" includes all work and materials necessary to connect the existing storm lateral to the new main.

*Add the following text to the following subsection:*

#### **00490.80 Measurement –**

The quantity of "Connection to Existing Manhole" and "Connection to Existing Lateral" will be



measured on the unit basis.

*Add the following pay items to the following subsection:*

**00490.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(j) Connection to Existing Manhole .....	Each
(k) Connection to Existing Lateral .....	Each

**PART 00500 – BRIDGES**

**SECTION 00596B – PREFABRICATED MODULAR RETAINING WALLS**

*Comply with Section 00596B of the Standard Specifications Modified as follows:*

*Add the following subsection:*

**00596B.48 Retaining Walls –**

Retaining walls shall be installed in accordance with the manufacturer's recommendations and the Contract Drawings.

*Add the following text to the following subsection:*

**00596B.80 Measurement –**

Measurement will be on the area basis per square foot of wall face.

*Add the following text to the following subsection:*

**00596B.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(d) Retaining Wall, Prefabricated Modular Gravity .....	Ton
(e) Retaining Wall, Landscape .....	Ton

**PART 00700 – WEARING SURFACES**

**SECTION 00730 – EMULSIFIED ASPHALT TACK COAT**

*Comply with Section 00730 of the Standard Specifications.*

**SECTION 00744 – ASPHALT CONCRETE PAVEMENT**

*Comply with Section 00744 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

**00744.12 Mix Type and Broadband Limits –**

Asphalt Concrete Pavement shall have a performance grade of either PG 70-22 or PG 64-22.

*Add the following subsection:*

**00744.51 Longitudinal Joints -**

Treat all paved surfaces on and against which ACP is to be place with an asphalt tack coat according to Section 00730. Immediately before applying the tack coat, clean and dry the surface to be tacked. Remove all material, loose or otherwise, that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods. Cost of tack coat is incidental.

*Modify the text of the following subsection as noted:*

**00744.49 Compaction** – After the ACP has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly until compacted to a minimum of ~~91~~ 92 percent of MAMD. Perform finish rolling and continue until all roller marks are eliminated.

*Add the following bid items to the following subsection:*

**00744.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Level 2, 1/2-Inch ACP .....	Ton

**SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS**

*Comply with Section 00746 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection as noted:*

**0746.00 Scope -**

All joints between the new ACP and existing asphalt surface shall be crack sealed with hot rubber asphalt sealant.

*Delete the text of the following subsection and replace with the following:*

**00746.80 Measurement** – There will be no measurement of quantities under this Section.

*Delete the text of the following subsection and replace with the following:*

**00746.90 Payment** – Crack Sealing is incidental.

**SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

*Comply with Section 00759 of the Standard Specifications modified as follows:*

*Add the following subsection:*

**00759.55 Concrete Flow Spreader** - "Concrete Flow Spreader" shall be installed per the details in the Contract Drawings.

*Add the following subsection:*

*Add the following Pay Items to the following subsection:*

**00759.90 Payment –**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(q) Concrete Curb and Gutter .....	Foot
(r) Concrete Flow Spreader .....	Each

**PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL**

**SECTION 01030 – SEEDING**

*Comply with Section 01030 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

**01030.00 Scope** – "Yard Restoration" covers restoration of all non-paved areas of disturbance to equal or better condition than it was prior to the start of construction. This work consists of all materials, equipment and labor to complete the work. "Yard Restoration" may also include the removal and reinstallation of shrubs as necessary to complete the work.

*Add the following text to the following subsection:*

**01030.13(f) Types of Seed Mixes –**

The Permanent Seeding mixture shall consist of the following:

- 20% Delaware Dwarf Perennial Ryegrass
- 20% Nobility Perennial Ryegrass
- 30% Silhouette Chewings Fescue
- 30% Badger Creeping Red Fescue

Or approved equivalent.

The application rate shall be 100 lbs/acre for this mixture.

Existing grassy areas to be restored shall be Hydroseeded with bonded fiber matrix unless otherwise approved by the engineer.

Seeding and bonded fiber matrix is incidental to Yard Restoration.

*Add the following subsection:*

**01030.15 Mulch –**

**(d) Bark Mulch** – Bark mulch shall be installed with a 1-inch thickness over all disturbed landscaping areas unless otherwise instructed by the City Project Manager.

Bark mulch is incidental to Yard Restoration.

*Delete the text of the following subsection and replace with the following:*

**00130.80 Measurement** – There will be no measurement of pay items under this section.

*Modify the following subsection as follows:*

**01030.90 Payment** –

<b>Pay Item</b>	<b>Unit of Measurement</b>
(n) Yard Restoration .....	Lump Sum

**SECTION 01040 – PLANTING**

*Comply with Section 01040 of the Standard Specifications modified as follows:*

*Add the following subsections:*

**01040.19 Plants:**

**(h) Definition of Plants and Descriptive Terms:**

**(18) Plant, Slough Sedge and Spreading Rush** – “Plant, Slough Sedge” and “Plant, Spreading Rush” shall be plugs of at least 6 inches in height and shall be evenly planted at a rate of 6 plugs per square foot of treatment area.

**(19) Plant, Vinca Minor** – “Plant, Vinca Minor” shall be of the size contained in a 4-inch pot at a spread of approximately 1 plant every 2 feet.

**(20) Plant, Mock Orange and Oceanspray** – “Plant, Mock Orange” and “Plant, Oceanspray” shall be 1 gallon in size and planted as in accordance with the Contract Drawings as verified by the inspector. Plants to have an 18” bark ring centered on the plant (incidental).

*Add the following pay items to the following subsection:*

**01040.90 Payment** –

**(g) Miscellaneous**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(f) River Rock, 2”-3/4” .....	Cubic Yard
(g) River Rock, 3/4”-1/4” .....	Cubic Yard
(h) Plant, Slough Sedge .....	Each
(i) Plant, Spreading Rush .....	Each
(j) Plant, Vinca Minor .....	Each

- (k) Plant, Mock Orange ..... Each
- (l) Plant, Oceanspray ..... Each

**SECTION 01050 – FENCES**

*Comply with Section 01050 of the Standard Specifications modified as follows:*

*Add the following subsection:*

**01050.00 Wood Fence** - "Wood Fence, 6-Foot Tall" shall be constructed in accordance with the Contract Drawings. Each fence post shall have a minimum 2 feet of bury and centered in 18 inches diameter of concrete.

*Add the following pay items to the following subsection:*

**01040.90 Payment –**

**(b) Chain Link Fence**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(e) Chain Link Fence, 4-Foot Tall .....	Foot
(f) Chain Link Fence Gate, 4-Foot Wide .....	Each
(g) Chain Link Fence Gate, 12-Foot Wide .....	Each

*Add the following subsection:*

**01040.90 Payment –**

**(e) Wood Fence**

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Wood Fence, 6-Foot Tall .....	Foot

**PART 02000 – MATERIALS**

**SECTION 02001 – CONCRETE**

*Comply with Section 02001 of the Standard Specifications.*

**SECTION 02010 – PORTLAND CEMENT**

*Comply with Section 02010 of the Standard Specifications.*

**SECTION 02020 – WATER**

*Comply with Section 02020 of the Standard Specifications.*

**SECTION 02030 – MODIFIERS**

*Comply with Section 02030 of the Standard Specifications.*

**SECTION 02040 – CHEMICAL ADMIXTURES**

*Comply with Section 02040 of the Standard Specifications.*

**SECTION 02050 – CURING MATERIALS**

*Comply with Section 02050 of the Standard Specifications.*

**SECTION 02080 – GROUT**

*Comply with Section 02080 of the Standard Specification.*

**SECTION 02320 – GEOSYNTHETICS AND SLOPE PROTECTION**

*Comply with Section 02320 of the Standard Specifications.*

**SECTION 02410 – CONCRETE AND PLASTIC PIPE**

*Comply with Section 02410 of the Standard Specifications.*

**SECTION 02440 – JOINT MATERIALS**

*Comply with Section 02440 of the Standard Specifications.*

**SECTION 02450 – MANHOLE AND INLET MATERIALS**

*Comply with Section 02450 of the Standard Specifications.*

**SECTION 02510 – REINFORCEMENT**

*Comply with Section 02510 of the Standard Specification.*

**SECTION 02515 – PRESTRESSING REINFORCEMENT**

*Comply with Section 02515 of the Standard Specifications.*

**SECTION 02560 – FASTENERS**

*Comply with Section 02560 of the Standard Specifications.*

**SECTION 02630 – BASE AGGREGATE**

*Comply with Section 02630 of the Standard Specifications.*

**SECTION 02690 – PCC AGGREGATES**

*Comply with Section 02690 of the Standard Specifications.*

**SECTION 03020 – EROSION MATERIALS**

*Comply with Section 03020 of the Standard Specifications.*

