



City of
Sherwood
Oregon

Home of the Tualatin River National Wildlife Refuge

GENERAL SERVICES BID

EARLY TREE REMOVAL & MINOR UTILITY TRENCHING

(NO. 723ST-ITQ) FOR

City of Sherwood, Oregon

RELEASE DATE: January 8, 2023

DEADLINE FOR QUESTIONS: January 19, 2024, 2:00 PM

RESPONSE DEADLINE: January 24, 2024, 2:00 pm (via email only)

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

watersj@sherwoodoregon.gov

Sherwood, Oregon
GENERAL SERVICES BID
EARLY TREE REMOVAL & MINOR UTILITY TRENCHING

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Attachments:

A – Early Work Package Plans

X - INSURANCE REQUIREMENTS SUMMARY FORM

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1. Introduction

1. Summary

City of Sherwood is seeking a contractor to remove trees and install utility casings within the Tonquin Employment Area along the future Ice Age Drive. Tree clearing must be done prior to March 1, 2024 and utility casing work completed prior to March 30, 2024 in support of a Kinder Morgan gas line relocation (by others).

2. Contact Information

Jason Waters, PE
City Engineer
22560 SW Pine St
Sherwood, OR 97140
Email: watersj@sherwoodoregon.gov
Phone: [\(503\)925-2304](tel:(503)925-2304)

3. Timeline

City of Sherwood reserves the right to modify this timeline at the City's discretion without notice.

Release Project Date	January 8, 2024
Non-Mandatory Pre-Bid Meeting	January 16, 2024, 3:00pm (see map on plans)
Question Submission Deadline	January 19, 2024, 2:00pm (via email)
Proposal Submission Deadline	January 24, 2024, 2:00pm (bid results will be posted to webpage by 4:00pm)
Tree Removal Substantial Completion	March 1, 2024
Project Completion	March 15, 2024

2. Legal Advertisement

INVITATION TO BID
CITY OF SHERWOOD, OREGON
No. 723ST-ITQ EARLY TREE REMOVAL & MINOR UTILITY TRENCHING

The Quote documents will be available electronically (only) through the City website at: <https://www.sherwoodoregon.gov/engineering/page/invitation-bid-2024-early-tree-removal-ice-age-drive-project>. Respondents are responsible for checking the site for any addenda to the quote documents before submitting their quotes to the site.

Quotes are due no later than 2:00 pm on Wednesday, January 24th, 2024; the system does not allow for late submissions.

The anticipate expense for this contract will be \$150,000 and consists of primarily of underground utility work preceded by expedited tree removal work (to be completed prior to March 1, 2024).

Quotes must contain:

- A statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120(1)(b).
- Confirmation that bidder will comply with the statement in the bid document regarding compliance with the provisions of ORS 279C.800 to 279C.870 or 40 U.S.C. 3141 et seq. "Workers on Public Works to be Paid Not Less Than Prevailing Rate of Wage". A bid bond, certified check, or cashier's check in the amount of ten percent (10%) of the maximum amount allowable under the contract on the City's Bid Guaranty Form may be required.

Quotes must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120(1)(b).

The City may reject any quote not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all quotes upon a finding of the City it is in the public interest to do so.

City of Sherwood reserves the right to reject any and all bids and to waive any and all informalities in the best interest of the City.

Respondents are solely responsible for ensuring receipt of their quote by the City Engineer.

Respondents must conform to the requirements of these quote documents and all related, applicable laws.

The City does not intend to pre-qualify any respondents for this project. All quotes submitted for this project will be considered provided that they meet the criteria set forth in the quote documents with respect to submission in a timely manner, bonding, and all other applicable requirements.

A non-mandatory pre-bid conference will be held on the project site (west side, entrance off of SW Oregon St. between SW Tonquin Rd. and SW Tualatin Sherwood Rd) on Tuesday, January 16th, 2024 at 3:00pm. A location map will be posted on the City's bid webpage with the full Invitation to Bid package. Bids shall be submitted to:

Jason Waters, PE, City Engineer, City of Sherwood

Published: Monday, January 8, 2024 and Wednesday, January 10, 2024 in the Oregon DJC

3. Project Details

1. General Work Description

Remove all trees as shown on the attached plan sheets. There are approximately trees 163 in total. Size and number of trees to be verified in the field by the Contractor.

- Trees shown on the plans sheets are 6" diameter and larger trees. Contractor work includes cutting, removal and clearance of ALL trees and shrubs within the designated road Right-of-Way and easements (including smaller diameter trees). All stumps to be cut approximately 6 inches above existing ground level, unless otherwise noted on the plan sheets.
- Stumps within the future Kinder Morgan gas alignment are to be removed.
- No tree falling is permitted across the active Kinder Morgan gas line.
- No access onto or within private property is authorized by the City.
- All debris will be removed from the project site by the Contractor for appropriate disposal. Tree limbs and wood debris may be chipped and left on-site in designated areas identified by the City.
- All exposed soil must have ground cover protection measures daily, as needed.

Install utility casings and backfill under the future Kinder Morgan gas lines at the identified crossing of future roadways. All rock and boulder excavation is incidental to the casing bid item. All excavation material can be left on-site at locations approved by the City.

Construct temporary access route (incidental to Erosion Control bid item) and provide erosion control to perform the work as identified.

Perform extra work as directed by the City.

Work shall include temporary removal existing fences (within provided road Right-of-Way/easements), as needed (incidental to tree clearing bid item).

2. General Provisions

Perform no construction activity on Saturday, Sunday or between the hours of 7:00 pm and 7:00 am on other days, without the approval of the Engineer.

Contractor shall provide adequate lag time for anticipated winter weather conditions (i.e. snow or high-water conditions). No time extensions of work beyond the designated completion date will be considered.

All work must be completed by March 1, 2024.

Quotes shall include \$5,000.00 for extra work. All extra work must be authorized by the Project Manager (listed below). This amount is not guaranteed to be utilized by the City, but is available for additional work, if required.

The contractor will invoice the City for work performed when all the tasks are completed. The City will issue payment no later than one month from approval of invoice.

Insurance requirements are shown in the "Standard Terms and Conditions".

Per ORS 701.055 and ORS 671.530, contractors must be licensed with the Oregon Construction Contractors Board or licensed by the State Landscape Contractors Board.

3. Traffic Control

No work will be performed on active public roads. Traffic on Oregon Street shall not be restricted at any time.

Maintain access to businesses and residences at all times. Coordinate with property owner and/or resident if access is to be temporarily restricted. Shared access with the adjacent contractor shall be maintained.

4. BOLI Wage Rates

This Project is subject to BOLI Wage Rates:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_book.aspx

The applicable publications are:

- January 5, 2024 - Prevailing Wage Rates for Public Works Contracts in Oregon
- January 5, 2024 - PWR Apprenticeship Rates

A copy of these rules may be requested by calling the Bureau of Labor and Industries directly. Bureau of Labor and Industries – (971) 673-0838

5. Quote submissions

Submit all questions through City Engineer, Jason Waters (watersj@sherwoodoregon.gov). Quotes will only be accepted via email. Quotes are due no later than 1:00 pm on January 16, 2024.

6. Pricing Table

QUOTE FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Extra Work Contingency	1	\$	\$5,000.00	
2	Removal of all Trees & Grinding of debris	1	LS		
3	Erosion & Sediment Control, Complete	1	LS		
4	Installation of Casings	1	LS		
TOTAL					

7. Vendor Submissions

1. Electronic Submittal**

By electronically submitting this response the Supplier attests and certifies that:

1. Person completing this response represents that I am either authorized to bind the Supplier, or that I am submitting the Response on behalf of and at the direction of the Supplier's representative authorized to contractually bind the Supplier.
2. I represent that the Supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.
3. Respondent agrees that the action of electronically submitting its response constitutes:
 - a. an electronic signature on the responses, generally,
 - b. an agreement to conduct business electronically,
 - c. an electronic signature on any form or section specifically calling for a signature, and
 - d. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

Yes

No

*Response required

2. Solicitation Requirements*

Did you read through and confirm that you met all of the Solicitation requirements?

Yes

No

*Response required

3. OFFER*

By submission of a response does the bidder attest that they have carefully examined the Special Instructions, Project/Specification Information, General Instructions and all other related material and information, and agrees to comply with the terms set forth in those documents and to furnish the services described at the rates bid?

Does the bidder further agrees that this offer will remain in effect at the rates bid for a period of not less than 180 calendar days from the date that bids are due and that this offer may not be withdrawn or modified during that time?

Yes

No

*Response required

4. Collusion and Discrimination*

The bidder hereby certifies that this bid is genuine and that it has not entered into collusion with any other vendor(s) or any other person(s).

The bidder hereby certifies that it has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontract per ORS 279A.110.

Please confirm

*Response required

5. Tax*

The bidder hereby certifies that they have complied with the tax laws of Oregon and all political subdivision of the State of Oregon, including ORS 305.620 and ORS chapters 316, 317 and 318. City of Sherwood may terminate the contract if contractor fails to comply with any tax laws during the term of the contract.

Please confirm

*Response required

6. Resident Vendor*

The bidder is a resident as defined in ORS 279A.120*?

*ORS 279A.120(1)(b) – Resident bidder means a vendor 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 vendor is a resident vendor . Nonresident vendor shall comply with the provisions of ORS 279A.120(3).

Yes

No

*Response required

7. Cooperative Purchasing*

Will the proposer extend pricing and terms to other public agencies? (there is no penalty for not agreeing to extend pricing)

Yes

No

*Response required

8. Oregon Secretary of State Business Registry*

Enter your registry number without dashes or spaces. If you are not currently registered enter N/A. If you are the successful proposer you will be required to register with the Secretary of State in order to sign a contract with the City. *Response required

9. Subcontractors*

Is there a possibility that you will use subcontractors in order to complete the work as described within this solicitation?

Yes

No

*Response required

10. Subcontractor Payment and Utilization Reporting*

Contractor acknowledges the requirement of Subcontractor Payment and Utilization Reporting.

Yes

No

*Response required

11. Solicitation Awareness*

How did you hear about this quote opportunity?

Select all that apply

Oregon Buys

City of Sherwood, Oregon

GENERAL SERVICES BID

EARLY TREE REMOVAL & MINOR UTILITY TRENCHING

- Link sent directly to my email
 - DJC Oregon, Portland Tribune, or other printed media
 - Twitter, Facebook, or other social media
 - City of Sherwood Website
 - Plan Room, Planning Center, etc.
- *Response required

8. Instructions to Bidders

1. DEADLINE DISCLAIMER

It is the responsibility of the bidder to upload and submit electronic bids before the deadline date and time approaches as posted on the City's Website. Allow for a sufficient amount of time for the bid entry/document upload process in order to ensure timely submission.

Some people are experiencing problems with the Internet, so make sure that all documents are uploaded as soon as possible well in advance of the deadline. The Procurement will close promptly at the deadline date and time, no exceptions are allowed.

2. PUBLIC BID OPENING

A Public Bid Opening will be held at Sherwood City Hall.

3. RIGHTS OF THE CITY

The City expressly reserves the following rights:

- A. To waive any irregularities in the quotes submitted.
- B. To base awards with due regard to price, delivery, compliance with specifications, and other such factors as may be necessary and in the public interest in the circumstances.
- C. To make awards to any respondent whose quote, in the opinion of management and the Board, is the lowest responsible quote.
- D. To cancel the procurement or reject any or all quotes, or selected portions thereof, in accordance with ORS 279B.100. Under no circumstances shall the City be responsible for, nor shall it reimburse, any costs associated with providing a bid for this solicitation.
- E. To negotiate final contract terms and conditions to the fullest extent allowed by the law and as in the best interests of the City.

Acceptance of an offer is subject to budget approval and budgetary constraints as determined by the City.

4. EXPECTATIONS OF RESPONDER

- A. If this solicitation requires response on all items, failure to do so will disqualify the quote. If quoting on all items is not required, responders should insert the words "No Quote" in the space provided for any item on which no price is submitted.
- B. To examine all specifications, instructions, terms and conditions thoroughly.
- C. To provide for appropriate insurance as required.
- D. To comply with all Federal, State and City laws, ordinances, and rules.
- E. Responder will comply fully with specifications as attached for the agreed quote and/or resulting contract, especially where materials and work are involved.
- F. To clean up all debris and remove from the site as specified.
- G. All equipment replaced or removed by the responder shall remain the property of the City unless noted otherwise in the specifications or special instructions.
- H. Upon completion of the resulting contract and/or delivery and installation, to pass a good, free and clear title for goods and services rendered to the City. Such goods and services shall be free of all claims, mechanic's liens, subcontractor judgments and other encumbrances which might cloud the City's title to said goods and services.
- I. That they have met any and all registration requirements where required for contractors as set forth in the Oregon Revised Statutes.
- J. To accept any claims, liens and demands to indemnify the City and preserve harmless the City or the property the entire time of equipment installation and/or resulting contract duration.
- K. To meet the highest standards prevalent in the industry or business most closely related to the goods or services of this bid.
- L. To understand that the successful bidder will be held to all City policies and procedures.

5. CHANGES

The City, by written order, may make changes in the following areas:

- A. Drawings, design, and/or specifications where the product or service is a special order or separate project for the City.
- B. The method of shipment or packaging.
- C. The place of delivery and installation (if required).
- D. If said change(s) increases or decreases the net cost of the product/service, the City and the responder agree to negotiate an equitable adjustment.
- E. The contractor shall not make any changes in the specifications or other requirements without the express prior written consent of the City. Any proposed changes shall be presented in writing to City management not less than fourteen (14) calendar days prior to the proposed effective date of said change.

- F. Any claims made for adjustment hereunder shall be served within thirty (30) calendar days of completion of delivery or service.
- G. Nothing in this clause shall excuse the contractor from proceeding with the resulting contract as changed.
- H. The additions of similar or related work or materials or unidentified needs.

6. HOURLY RATES

- A. The hourly rates specified by the responder shall include labor, consumable materials and supplies, necessary or incidental costs and all direct and indirect administrative costs. These incidental supplies and materials include such items as fasteners, adhesives, hardware and other small expense items which are difficult to track or bill through any other process.
- B. Hours paid under the resulting contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery or movement of contractor owned or rental equipment is not directly chargeable to the City.

7. LICENSES/PERMITS/CERTIFICATIONS

- A. The contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. The contractor shall notify the City immediately if any license, permit or certification required for the performance of the resulting contract ceases to be effective for any reason. The contractor will pay any fees connected with the resulting contract unless otherwise specified in the Special Instructions or Specifications.

8. QUALIFICATIONS OF RESPONDERS

Qualifications may be evaluated when determining award. Responders may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature. The City reserves the right to investigate references and to consider the past performance of any responder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of services on schedule, and its lawful payment of employees and workers whether or not specifically listed by the responder.

9. LOW TIE QUOTES

- A. Low tie quotes are subject to the Oregon preference contained in ORS 279A.120:
 - 1. "For purposes of awarding a public contract, a contracting agency shall give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."
- B. Low tie quotes that remain after application of the statutory Oregon preference shall be awarded according to the following sequence:

2. A Preference shall be given to the responder whose principal offices or headquarters are located closest to Sherwood City Hall.
3. If a tie still remains after applying (A) above, award shall be made by drawing lots among any tied Oregon responders. Such responders shall be given notice and an opportunity to be present when lots are drawn.
4. If none of the tied responders is located in Oregon, award of the contract shall be made by drawing lots among the tied responders.

10. CONTRACTOR'S RESPONSIBILITY

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The contractor assumes the entire responsibility for the method of performing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof, shall not affect the contractor's liability, or status as an independent contractor under the resulting contract.

11. PERFORMANCE

- A. Contractor shall perform all services required by the resulting contract within the time specified. All services shall be performed in the most highly professional manner, and in accordance with the highest industry standards. Unless the means or methods of performing a task are specified elsewhere in the contract, contractor shall employ methods that are generally accepted and used by the industry. Any performance that is found unacceptable will be documented and the contractor will be given written notice to correct the problem within a specified period. If the problem continues beyond the specified period the contractor may be found in breach of this contract, and the contract may be terminated.
- B. In the event of nonperformance under the resulting contract the City will have the right to obtain from other sources such services as may be required to fulfill the contract. It is agreed that the difference in cost, if any, for said services shall be borne by the contractor.

12. EMPLOYMENT STANDARDS

The contractor agrees that upon request by the City, it shall remove from City premises any of contractor's employees, subcontractors or agents who, in the reasonable opinion of the City, has been involved in inappropriate conduct; bringing any unauthorized personnel (including their own children) into a City facility; are involved with the unauthorized use of City equipment, or are not qualified to perform the work assigned.

Contractor agrees to take immediate and reasonable steps to maintain its provisions of service under the resulting contract in the event of any labor action involving its employees on City premises or elsewhere.

13. GUARANTEE and DAMAGE CLAUSE

- A. Contractor agrees to repair any failures due to inferior workmanship and/or materials without additional expense to the City.
- B. Contractor shall be responsible for redecorating, restoring, or otherwise repairing any portion of the City's premises, facilities, or any City owned properties or right-of-ways which are damaged by the contractor and its agents in the case of any work related to its obligation under this contract.
- C. Contractor agrees to repair any avoidable damage to existing materials, surfaces and equipment caused during the execution of the work, without additional expense to the City.
- D. Contractor agrees to indemnify and hold harmless the City and its officers, employees and agents for any damage caused to the Kinder Morgan gas line by contractors work.

14. UNDERWRITERS LABORATORY

All items offered of an electrical nature shall indicate the current UL listing, if applicable. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure shall also include the UL listing, if applicable. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

15. PUBLIC CONTRACTING STATUTES

- A. This solicitation and the resulting contract are governed by Oregon Law and City of Sherwood Procurement Rules. The provisions of Oregon Revised Statutes 279B.220 through 279B.235, Public Contracts, as applicable are incorporated herein by reference. Any Contractor accepting a purchase order from the City and/or executing a contract with the City for the delivery of materials and/or services agrees to comply with said provisions.
- B. Oregon Revised Statutes can be obtained from: Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146 or on line at: <http://www.leg.state.or.us/ors/home.html>

16. State Provisions for Prevailing Wages (this applies to all public works over \$50,000)

- A. In compliance with ORS 279C.800 through 279C.870 or the Davis-Bacon Act (40U.S.C. 3141 et seq.) and as part of this bid, the bidder herein agrees and it shall be a condition of their bond that in performing this contract they shall pay and cause to be paid not less than the prevailing rate of wages as of the date of their bid for and to each and every worker who may be employed in and about the performance of this contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the monies due to the contractor an amount sufficient to make up the difference

between the wages actually paid and prevailing rate of wages, and they may also cancel the contract.

- B. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of each contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of the contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services. (Reference: ORS 279C.530)
- C. When a public works project is subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141 et seq.)
 - 1. Every contractor or subcontractor employing workers on a public works project must pay to such workers no less than the applicable prevailing rate of wage for each trade or occupation, as determined by the Commissioner.
 - 2. If the state prevailing rate of wage is higher than the federal rate of wage, the contractor and every subcontractor shall pay no less than the state prevailing wage rate; and
 - 3. If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay no less than the federal prevailing rate of wage as required by the Davis-Bacon Act.
- D. 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, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract (Reference: ORS 279C.570).
- E. A person may not be required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, the person so employed for excessive hours shall receive at least time and a half pay:
 - 1. 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
 - 2. 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 time worked on Saturday and on any legal holiday specified in ORS 279C.540.

- F. As per rule OAR 839-025-0020 (4) the City incorporates the most current prevailing wage rate publication entitled: Prevailing Wage Rates for Public Works Contracts in Oregon and include any amendments. These rates can be viewed at the following web site:

<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

17. Subcontractor Payment Reporting

Contractor shall report payment information and utilization data for subcontractors that perform any services to the City. Reporting information must be submitted at least once monthly, concurrent with Contractor's invoice submission, or on such other frequency as the Project Manager may require. Contractor must designate a representative to administer the reporting function and be a point of contact for the City.

Progress payment requests, except the first request, shall include the Contractor's verification that Subcontractor payment data.

18. QUESTIONS, INTERPRETATIONS, and ADDENDA

- A. If necessary, interpretations or clarifications in response to questions will be issued by addenda. Questions received after the deadline to submit questions may not be answered unless the City determines, in its sole discretion that it is in its best interests to do so. Oral and other interpretations or clarifications will be without legal effect.
- B. Any amendment(s) to or error(s) in the document called to the attention of the City will be added to or corrected by written addendum and posted to the City's website. The City may also issue addenda to modify the proposal documents, as it deems advisable.
- C. Receipt of addenda must be acknowledged.
- D. Proposers shall be solely responsible to check for and download all addenda, if any, from the City's website prior to submitting their proposals.

19. CONTRACT

The term of the contract resulting from this quote shall not exceed two years.

The contract that will be executed for this solicitation will be a standard City of Sherwood Contract, which may incorporate terms and conditions from this solicitation document, as well as from the responder's response. A sample contract is attached. Potential responders should review this contract to ensure they can meet the terms and conditions of this contract prior to submitting a quote.

20. INSURANCE REQUIREMENTS

The insurance requirements for this contract are outlined in the attached Insurance Requirements Summary Form.