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## Cedar Creek Greenway Fence Improvements

DATE 03-01-24

**ADDENDUM NO. 1**

### Addition/Change to the Bid Documents

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

1. Page 16, "Certification of Compliance with ORS 279C.840—link updated to current information and changed to:  
<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/January%205,%202024%20Prevailing%20Wage%20Rate%20Book.pdf>
2. Pages 29-36 "PUBLIC IMPROVEMENT CONTRACT FOR USE WITH OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION" updated with current form "CONTRACT FOR CONSTRUCTION SERVICES".
3. Page 54, "Prevailing Wage Rates for Public Works Contracts in Oregon" link updated to current information and changed to:  
<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/January%205,%202024%20Prevailing%20Wage%20Rate%20Book.pdf>

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                 |  |

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

FOR

**Project Name: Cedar Creek Greenway Fence Improvements**

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/workers/Prevailing%20Wage%20Rate%20Books/January%205,%202024%20Prevailing%20Wage%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 \_\_\_\_\_



Home of the Tualatin River National Wildlife Refuge

CITY OF SHERWOOD
Engineering Department
22560 SW Pine St.
Sherwood, OR 97140
503-925-2308

CONTRACT FOR CONSTRUCTION SERVICES

PROJECT NAME: Cedar Creek Greenway Fence Improvements
CONTRACT PARTIES: City of Sherwood and [hereafter called Contractor]
C.O.S. PROJECT MANAGER: Jason Waters, P.E., City Engineer
ACCOUNT #: FUND #: DEPT: 34 JOB #: 200C
VENDOR #:

SCOPE of WORK: Attached as Exhibit A
FEE SCHEDULE: Attached as Exhibit B
SCHEDULE of WORK: effective date: expiration date:
PAYMENT: City agrees to pay Contractor based on the Fee Schedule an amount not to exceed \$ for the Scope of Work.

A performance bond and a payment bond, each in the amount of 100% of the maximum contract payment amount set forth immediately above, and a maintenance bond effective for two years from the date of project completion in the amount of 10% of the maximum contract payment amount set forth immediately above, are not required for this Contract.

This Contract is not subject to State of Oregon prevailing wage requirements. Workers must be paid not less than the applicable prevailing wage rates in accordance with ORS 279C.838 and 279C.840. Federal funds are not being used for this project. If federal funds are being used, workers must be paid not less than the higher of the applicable state or federal rate.

CONTRACTOR DATA, REGISTRATION, and SIGNATURE

CONTRACTOR FIRM: ADDRESS: VOICE: CONTACT: CCB #: FAX: TITLE:

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-7 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR: signature date

CITY OF SHERWOOD APPROVALS (consult the City's Delegation of Contracting Authority policy for requirements)

CITY ENGINEER: signature date
DEPARTMENT DIRECTOR: signature date
FINANCE DIRECTOR: signature date
CITY MANAGER: signature date
CITY ATTORNEY Approved as to Form: signature date



## STANDARD CONTRACT PROVISIONS

*(These provisions not to be altered without approval of the City Attorney.)*

### 1. **Access to Records**

The Contractor shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

### 2. **Audits**

(a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. If the payments to the Contractor were in excess of the amount to which the Contractor was entitled by five percent (5%) or more, then Contractor shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

### 3. **Effective Date and Duration**

The passage of the Contract expiration date, or early termination of this Contract, shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

### 4. **Payments**

City agrees to pay Contractor based on the fee schedule in Exhibit B, attached hereto and incorporated herein by reference, in a total sum not to exceed the amount indicated on the cover page of this Contract, for the scope of work identified in Exhibit A, attached hereto and incorporated herein by reference. Contractor shall submit detailed written invoices to City for work performed, referencing the work performed and the fee schedule in Exhibit B, at a frequency not to exceed one invoice per calendar month, and no later than sixty (60) calendar days after performance of the work referenced in the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall submit payment to Contractor or shall notify Contractor in writing of any dispute with regard to such invoice.

### 5. **Early Termination of Contract**

(a) The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

(b) The City, by written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.

(c) City may terminate this Contract by written notice to Contractor, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:

(1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Contractor's work;

(2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;

(3) Contractor no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Contractor no longer meets requirements for such license or certificate.

(4) City determines, in its sole discretion, that Contractor has violated section 25, **Information Technology**.

(d) Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

(e) Upon receiving a written notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. **Payment on Early Termination**

- (a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- (b) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the Contractor due to a breach by the City, the City shall pay the Contractor as provided in subsection (a) of this section.
- (c) In the event of termination under subsection 5(d), **Early Termination of Contract** hereof, by the City due to a breach by the Contractor, the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
- (d) In the event of early termination, all of the Contractor's work product will become and remain property of the City.

7. **Remedies**

- (a) In the event of termination under subsection 5(d), **Early Termination of Contract**, hereof, by the City due to a breach by the Contractor, the City may complete the work itself, by contract with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the excess.
- (b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- (c) In the event of breach of this Contract by the City, the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(d), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. **Subcontracts and Assignment**

Contractor shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-contractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if sub-contractors are employed in the performance of this Contract, the Contractor and its sub-contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Contractor further agrees that Contractor will be solely responsible for ensuring any sub-contractors fully comply with the terms of this Contract, and that Contractor will be solely liable for actions or omissions of sub-contractors under this Contract. City reserves the right to review the subcontractors proposed, and the Contractor shall not retain a subcontractor to which City has a reasonable objection.

9. **Compliance with Applicable Law**

In connection with its activities under this Contract, Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. **Indemnity - Standard of Care**

If Contractor's services involve engineering or planning consulting, the standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professional engineers or planning contractors performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City will not operate as a waiver or release.

Contractor acknowledges responsibility for liability arising out of the performance of this Contract and shall defend, indemnify, and hold harmless City and its officers, agents, volunteers, and employees against any and all liability, settlements, loss, damage, costs, and expenses (including attorney's fees and witness costs at both trial and on appeal, whether or not a trial or appeal ever takes place, including any hearing before federal or state administrative agencies) arising from or in connection with any action, suit, demand, or claim resulting or allegedly resulting from, attributable in whole or in part to, or in any way connected with Contractor's and Contractor's officers', agents', volunteers', and employees' acts, omissions, activities, or services in the course of performing this Contract, to the fullest extent permitted by law, and except to the extent otherwise void or unenforceable under ORS 30.140. Contractor's activities are deemed to include those of subcontractors. The City may, at any time at its election assume its own defense and settlement in the event that it determines that Contractor is not adequately defending the City's interests, or that an important governmental principle is at issue, or that it is in the best interests of the City to do so. If any aspect of this indemnity is found to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of this indemnification.

This section will survive the termination or revocation of this Contract, regardless of cause.

**11. Insurance**

Contractor shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Contractor, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate. Such insurance shall name the City as an additional insured. Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract, who are subject employers under the Oregon Workers' Compensation Law, shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$1,000,000 each accident shall be included. Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance by the City, "all risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the Contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the maximum compensation under this Contract, as specified on the cover page of this Contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include the City, the Contractor, and its sub-contractors as their interests may appear. All policies will provide for not less than thirty (30) calendar days' written notice to the City before they may be canceled. Prior to commencing work under this Contract, and thereafter upon request, Contractor shall furnish the City certificates of insurance and necessary endorsements evidencing the effective dates, amounts, and types of insurance required by this Contract.

**12. Ownership of Work Product**

All work products of the Contractor, which result from this Contract, are the exclusive property of the City; provided, that Contractor is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Contractor has resigned, this Contract has been terminated, Contractor's scope of services has been modified, or Contractor's services under this Contract have been completed.

**13. Nondiscrimination**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**14. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

**15. Severability**

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**16. Waiver**

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

**17. Errors**

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

**18. Governing Law; Forum**

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon or, only if there is no Oregon state court jurisdiction, the United States District Court for the District of Oregon, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding. Any trial will be to the court without a jury.

**19. Amendments**

The City and the Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor.

- 20. License**  
Prior to beginning work under this Contract, the Contractor shall provide a Construction Contractor's Board (CCB) license number in the space provided on page one of this Contract.
- 21. Payment to Vendors and Sub-contractors**  
Contractor must promptly pay any persons supplying services, material, or equipment to Contractor in its performance of the work under this Contract. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.
- 22. Exhibits**  
Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit letter and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.
- List of 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
- 23. Merger Clause**  
This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.
- 24. Mediation**
- (a) Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.
  - (b) The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
- 25. Information Technology**  
If Contractor access to City's information technology systems is necessary for the performance of this Contract:
- (a) Contractor agrees to sign and be bound by the terms of the City's then-current Contractor Security Policy, as it may be amended by City from time to time during the course of this Contract.
  - (b) Contractor shall use the standard of care in its profession to safeguard any and all usernames, passwords, and other confidential information relating to accessing said systems; will limit access to such information to the smallest number of Contractor's employees and/or subcontractors as is reasonably practical; and will provide City with the names of all such employees and/or subcontractors who will be provided such information;
  - (c) Contractor will not attempt to access any City information technology resources beyond those necessary for performance of this Contract; and
  - (d) Contractor will be solely liable for any damages to City's information technology systems, data breaches, and any other losses or damages relating to Contractor's access to City's information technology systems.
- 26. Notice**  
Any notice required to be provided to City under this Contract shall be provided to the City Project Manager specified on the cover page of this Contract at the address for the City specified on the cover page of this Contract. Any notices required to be provided to Contractor under this Contract shall be provided to the Contractor Contact specified on the cover page of this Contract at the address for the Contractor specified on the cover page of this Contract. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either party may alter the person designated for receipt of notices under this Contract by written notice to the other party.



27. **Miscellaneous Terms**

- (a) Contractor Identification. Contractor shall furnish Contractor's employer identification number to City, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.
- (b) Duty to Inform. Contractor shall give prompt written notice to City if, at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.
- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Contractor's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. **Statutory Provisions**

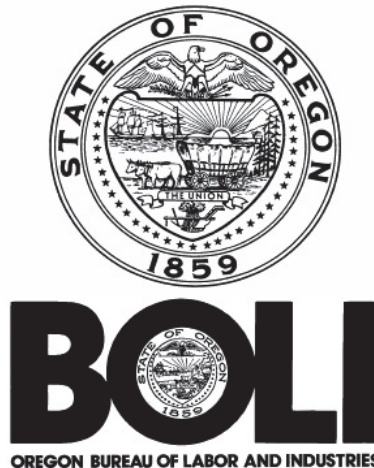
- (a) As provided by ORS 279C.505, Contractor shall:
  - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract.
  - (3) 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.
  - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
  - (5) Demonstrate that an employee drug testing program is in place.
- (b) As provided by ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, 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 Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Contractor violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279C.520:
  - i. A person may not be employed for more than ten (10) hours in any one day, or forty (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 designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
    - (1) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
    - (2) For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
    - (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
  - ii. Contractor must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this 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.
  - iii. Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance

with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.

- iv. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- (e) Contractor must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this 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.
- (f) As provided by ORS 279C.510, if this is:
  - (1) A contract for demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
  - (2) A contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- (g) As provided by ORS 279C.515:
  - (1) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this Contract as the claim becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.
  - (2) If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or the Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the ten (10) day period within which payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
  - (3) If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this 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.
  - (4) Paying a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.
- (h) As provided by ORS 279C.580, Contractor shall include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
  - (1) A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of amounts the City pays to Contractor under this contract.
  - (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor.
  - (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
    - a. Notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and
    - b. Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
  - (4) An interest penalty clause that obligates Contractor, if Contractor does not pay the first-tier subcontractor within thirty (30) days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or a first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or a first-tier subcontractor did not make payment when payment was due is that Contractor or a first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty:
    - a. Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
    - b. Is computed at the rate specified in ORS 279C.515(2).Additionally, Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards set forth above in each of the first-tier subcontractor's subcontracts and shall require each of the first-tier subcontractor's subcontracts to include such clauses in the first-tier subcontractor's subcontracts with each lower-tier subcontractor or supplier.
- (i) Construction Contractors Board (CCB) requirements: Contractor must have a payment bond filed with CCB when required by ORS 279C.380 and 279C.390. Contractor and each subcontractor must have a public works bond filed with CCB before starting work under this Contract, unless exempt under state law.

**[SIGNATURES ON COVER PAGE TO CONTRACT]**

**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 5, 2024.

This publication is available on the web at:

<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/January%205,%202024%20Prevailing%20Wage%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.).



# Cedar Creek Greenway Fence Improvements

February 2024

Project Number: 200C  
Bidding and General Requirements, Contract Forms,  
Project Special Provisions and Contract Plans

---

**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**  
**Cedar Creek Greenway Fence Improvements**

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **Cedar Creek Greenway Fence Improvements** for the City of Sherwood will be received at City of Sherwood, Engineering Department, 22560 SW Pine Street, Sherwood, Oregon 97140 (Attn: Jason Waters, P.E., City Engineer) until the **Bid Closing at 2:00 PM (local time) on Tuesday, March 19, 2024**. Please title the envelope "Cedar Creek Greenway Fence Improvements, Attn: Jason M. Waters" on the submission envelope. 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 Installation of Sound Wall and Fencing, Irrigation System, and Landscaping Restoration and only 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 (local time)** on the Bid Closing date. 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 Installation of Sound Wall and Fencing, Irrigation System, and Landscaping Restoration. 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 via email to [engineering@sherwoodoregon.gov](mailto:engineering@sherwoodoregon.gov) by **Friday, March 15, 2024 at 2:00 PM (local time)** for the Bidder's bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

**Project Description**

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

1. Installation of Sound Wall and Fencing
2. Installation of Irrigation System
3. Landscaping Restoration
4. Engineer's Estimate (\$375,000)

All Bid Documents, including Plans, Specifications, Addenda and List of Plan Holders will be available via the City of Sherwood website under <https://www.sherwoodoregon.gov/bids>

Parties downloading Bidding Documents will be included on a List of Plan Holders maintained on the website. Please note that Bidders are not explicitly required to be on the official List of Plan Holders to submit a Bid Proposal for this project.

Potential Bidders are responsible for checking the project page regularly. Each addendum must be signed and submitted with the Bid Package 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.

**A MANDATORY PRE-BID MEETING WILL BE HELD FOR THIS PROJECT** on Wednesday, March 13, 2024 at 10:00 A.M. at Sherwood City Hall, 22560 SW Pine Street, Sherwood, OR 97140.

Questions can be submitted BY EMAIL ONLY to [watersj@sherwoodoregon.gov](mailto:watersj@sherwoodoregon.gov) by **2:00 P.M. (local time) on Friday, March 15, 2024**, four (4) days prior to bid opening to receive responses. A log of all questions received and answers provided via email will be memorialized via addendum no later than 72-hours prior to the Bid Opening date & time.

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 Jason M. Waters, P.E., at 503-925-2304 or by e-mail at [watersj@sherwoodoregon.gov](mailto:watersj@sherwoodoregon.gov).

PUBLISH: Portland Daily Journal of Commerce, February 28 and March 1, 2024.

## **BIDDER'S CHECKLIST**

- 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:

### **Cedar Creek Greenway Fence Improvements**

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  
 CEDAR CREEK GREENWAY FENCE IMPROVEMENTS**

| 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   | 00280        | Erosion Control                 | LS   | 1        |            |                 |
| <b>PART 00300 -- ROADWORK</b>                             |              |                                 |      |          |            |                 |
| 3   | 00320        | Tree Stump Removal              | LS   | 1        |            |                 |
| 4   | 00330        | Outlet Regrading                | LS   | 1        |            |                 |
| <b>PART 00500 – BRIDGES</b>                               |              |                                 |      |          |            |                 |
| 5   | 00597        | Prefabricated Sound Fence       | SF   | 4827     |            |                 |
| <b>PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL</b>  |              |                                 |      |          |            |                 |
| 6   | 01040        | Landscaping Restoration         | LS   | 1        |            |                 |
| 7   | 01050        | CL-4 Chainlink Fence            | LF   | 273      |            |                 |
| 8   | 01050        | Remove Existing ODOT Yard Fence | LF   | 146      |            |                 |
| <b>PART 01100 – WATER SUPPLY SYSTEM</b>                   |              |                                 |      |          |            |                 |
| 9   | 01120        | Irrigation System               | LS   | 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, 2021 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

\_\_\_\_\_

**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: CEDAR CREEK GREENWAY FENCE IMPROVEMENTS

BID CLOSING: Date: **March 19, 2024** Time: **2:00 PM (Local Time)**  
FIRST-TIER DISCLOSURE Date: **March 19, 2024** Time: **4:00 PM (Local Time)**

Deliver Form To (Agency): City of Sherwood

Designated Recipient (Person): Jason Waters, P.E. Phone #: 503-925-2304

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:

**Cedar Creek Greenway Fence Improvements**

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 \_\_\_\_\_  
Signature

BY ATTORNEY-IN-FACT:

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

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

**CERTIFICATION OF NON-COLLUSION**

**PROJECT NAME: CEDAR CREEK GREENWAY FENCE IMPROVEMENTS**

**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: Cedar Creek Greenway Fence Improvements**

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/bol/workers/Prevailing%20Wage%20Rate%20Books/july-1-2020-pwr-rate-book.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 \_\_\_\_\_

**REVISED - SEE ADDENDUM 1**

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

## CERTIFICATION OF ASBESTOS ABATEMENT

FOR

**Project Name: Cedar Creek Greenway Fence Improvements**

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: Cedar Creek Greenway Fence Improvements**

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: Cedar Creek Greenway Fence Improvements**

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

## BIDDER RESPONSIBILITY FORM

FOR

**Project Name: Cedar Creek Greenway Fence Improvements**

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?

---

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** \_\_\_



## Cedar Creek Greenway Fence Improvements

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.:** 00C

**PROJECT:** Center Creek Greenway Fence Improvements

**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**

**REVISED - SEE ADDENDUM 1**

materials included in the definition of "Contract" under the 2021 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 Contractor 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 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 2021 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 00170.72(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, non-renewal 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

**REVISED - SEE ADDENDUM 1**

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.

**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 Bonds 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. Surety licensed to do business as a surety in the

**REVISED - SEE ADDENDUM 1**

to the City of all claims and all liability to the City under 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 Contractor, the City and its agents and others resulting 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 disturbances to other improvements under within, or adjacent to the Work, whether or not caused by staining, 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

ability 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 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

**REVISED - SEE ADDENDUM 1**

any of its obligations under this Contract 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 contend 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

**REVISED - SEE ADDENDUM 1**

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 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 of ODOT's 2021 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



- ...es, including expert fees and attorney fees. This includes any costs and fees incurred in a 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) Pay to the Department of Revenue amounts 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 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

**REVISED - SEE ADDENDUM 1**

- 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. **Condition Concerning Payment of Claims by Public Officers to Person Furnishing Labor or 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).

**REVISED - SEE ADDENDUM 1**

- 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.540, 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 and 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% 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

**REVISED - SEE ADDENDUM 1**

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: **Cedar Creek Greenway Fence Improvements**

|                                     |                                   |
|-------------------------------------|-----------------------------------|
| _____ (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 **Cedar Creek Greenway Fence Improvements**

|                              |                            |          |
|------------------------------|----------------------------|----------|
| _____ (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:

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

\_\_\_\_\_  
*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*



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

**Mayor**  
Tim Rosener

**Council President**  
Kim Young

**Councilors**  
Renee Brouse  
Taylor Giles  
Keith Mays  
Doug Scott  
Dan Standke

**City Manager Pro Tem**  
Craig Sheldon

\_\_\_\_\_, 2024

**Re: Notice of Intent to Award**

**Cedar Creek Greenway Fence Improvements**

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 **Cedar Creek Greenway Fence Improvements**. The bids were opened at the Sherwood City Hall on March 15, 2024 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 **Cedar Creek Greenway Fence Improvements** 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:

Jason Waters, P.E., City Engineer  
City of Sherwood – Engineering Department  
22560 SW Pine St  
Sherwood, OR 97140

If you have any questions, please contact Jason Waters, P.E. at (503) 925-2304 or [watersj@sherwoodoregon.gov](mailto:watersj@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

\_\_\_\_\_, 2024

XXX  
XXX  
XXX

**Mayor**  
Tim Rosener

**Council President**  
Kim Young

**Councilors**  
Renee Brouse  
Taylor Giles  
Keith Mays  
Doug Scott  
Dan Standke

**City Manager Pro Tem**  
Craig Sheldon

## NOTICE OF AWARD

### Cedar Creek Greenway Fence Improvements

You are notified that your bid dated XXXX 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 is one copy of the Contract Agreement. Please sign and resubmit. Also include 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 \_\_\_\_\_, 2024 at City Hall.

We look forward to working with you on this project.

Sincerely,

CITY OF SHERWOOD

By: \_\_\_\_\_  
Jason Waters, P.E.  
City Engineer





WH-81 (Rev. 1/02)

800 N.E. Oregon Street, #32  
Portland, OR 97232  
Telephone: (503) 731-4723  
FAX: (503) 731-4606

Sample



Home of the Tualatin River National Wildlife Refuge

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

## NOTICE TO PROCEED

**PROJECT NAME:** Cedar Creek Greenway Fence Improvements

**DATE:** XXX, 2024

**PROJECT NO.:** N/A

**COUNCIL RESOLUTION:** 2024-XXX

**C.O.S. PROJECT MANAGER:** Jason Waters, P.E.

**TO:** XXXXX  
Attn: XXX

**ADDRESS:** XXX  
XXX

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

**CONTRACT:** City of Sherwood and XXX

### Cedar Creek Greenway Fence Improvements

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 DATE which is \_\_\_\_ calendar days from the issuance of this Notice to Proceed.

CITY OF SHERWOOD

\_\_\_\_\_  
Jason Waters, P.E.  
City Engineer

# **Division Three**

## **General Requirements**

# PREVAILING WAGE RATES

FOR

PUBLIC WORKS CONTRACTS IN OREGON



# REVISED - SEE ADDENDUM 1

## 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 5, 2024.

This publication is available on the web at:

<https://www.oregon.gov/boli/workers/Prevailing%20Wage%20Rate%20Books/January%205,%202024%20Prevailing%20Wage%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 2021 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 Cedar Creek Greenway Fence Improvements and is located in the City of Sherwood, Washington County, Oregon.

#### Project Description

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

1. Fence installation.
2. Landscaping Restoration.
3. Other miscellaneous items for completion of work.

### **APPLICABLE SPECIFICATIONS**

The Specification document that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction" and the City of Sherwood Engineering Design and Standard Details Manual dated July 2009 (Revised August 15, 2022).

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 with the following:*

#### **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 attend a mandatory pre-bid meeting for this project, which will be held on 10:00 AM (PDT), March 11, 2024 at the intersection of SW Smith Ave & SW Alexander Ln (highway side near cluster mailbox unit) in Sherwood, Oregon.

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 Plans, Special Provisions, and Bid Booklets** – 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 follows:*

**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 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 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.

*Modify the first paragraph of the following subsection as follows:*

**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 Bidder's responsibility to check the website to receive and review Addenda.

*Modify the last sentence of the first paragraph of the following subsection as follows:*

**00120.40 Preparation of Bids –**

**(a)(1) Paper Bids –**

Signatures and initials shall be in ink, 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.

*Modify the following subsection as follows:*

**00120.40 Preparation of Bids –**

**(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 by a duly authorized representative of the Bidder.

*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 subsection as follows:*

**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 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; or
- Printing it from the Bid Booklet on the City of Sherwood website, filling it out and submitting it separately to the address given in the Bid Booklet.

The Subcontractor Disclosure Form may not be submitted for an electronic Bid.

Subcontractor Disclosure Forms submitted will be considered late if not received within 2 working hours of the time designated for receiving Bids.

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.

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

**00120.45 Submittal of Bids:**

**(b) Electronic Bids** – No Electronic Bids will be accepted for this project.

*Modify the following subsection as follows:*

**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 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 and signed by an individual authorized to sign the Bid.

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

- The written withdrawal request is submitted on the Bidder's letterhead by hand delivery; 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.

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

**00120.60 Revision or Withdrawal of Bids:**

**(b) Electronic Bids** – No Electronic Bids will be accepted for this project.

*Modify the following subsection as follows:*

**00120.70 Rejection of Non-responsive 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 has entries not typed or in ink, or has signatures or initials not in ink
- 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.

*Remove 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:*

*Remove 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 Bidders, 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.

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

**00130.40 Contract Submittals –**

**(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. Contractor will provide same at its sole cost within ten (10) days of Agency's request.

*Add the following subsection:*

**00130.40 Contract Submittals –**

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

*Add the following text after the first paragraph of the following subsection:*

**00140.70 Cost Reduction Proposals –**

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 cleanup of erosion and sediment control 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 modified as follows:*

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

**00150.10 Coordination of Contract Documents –**

**(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.

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

**00150.15 Construction Stakes, Lines, and Grades:**

The Engineer shall provide the following construction stakes for the work:

The Contractor shall stage construction to allow engineer to set construction stakes in one mobilization to the site. Any additional construction staking deemed necessary by the Contractor shall be done at the Contractor's expense.

Contractor is responsible for construction staking.

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.

*Modify the first sentence of the following subsection as follows:*

**00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models:**

**(d)(1) Stamped Working Drawings –**

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

*Modify the following subsection as follows:*

**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:

- Provide for the cooperation and superintendence on the Project by:
  - (a) Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
  - (b) 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.
  - (c) 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.
  
- 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.
- The appointed single Superintendent, or any alternate Superintendent shall:
  - (a) 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.
  - (b) 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.
  - (c) Have full authority and responsibility to promptly execute orders or directions of the Engineer.
  - (d) Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
  - (e) Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
  - (f) Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
  - (g) Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
  - (h) Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
  - (i) Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
  - (j) 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.

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

**00150.50 Cooperation with Utilities:**

**(b) Agency Responsibilities** – 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:*

**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 issuance 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:*

**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 any 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:*

### **00170.70 Insurance:**

#### **(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:*

### **00170.70 Insurance:**

#### **(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.
- AKS Engineering & Forestry, LLC and its officers, agents, and employees.
- Oregon Department of Transportation and its officers, agents, and employees.

*Add the following text to the following subsection:*

### **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.
- AKS Engineering & Forestry, LLC and its officers, agents, and employees.
- Oregon Department of Transportation and its officers, agents, and employees.

## SECTION 00180 – PROSECUTION AND PROGRESS

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

*Remove the following subsection in its entirety:*

**00180.20 Subcontracting Limitations:**

**(a) General**

*Remove the first two paragraphs of the following subsection and replace with the following:*

**00180.21 Subcontracting:**

**(a) General** – 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 00.170.70(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 –**

- Limit hours of construction to 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.
- 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 Limitation of Operations:**

**(c) Specific Limitations** – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

| <b>Limitations</b>                      | <b>Subsection</b> |
|---|-------------------|
| 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)       |

#### **00180.41 Project Work Schedules –**

A Type “B” Schedule is required for this project.

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

**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:

The following materials **MUST** 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 Plan (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 Contract Time to Complete Work:**

***(h) Contract Time – All Work under the contract, except vegetation establishment, must be completed by September 27, 2024.***

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 March 19, 2024 City Council Meeting.

*Add the following text to the following subsection:*

**00180.85 Failure to Complete on Time; Liquidated Damages:**

***(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.

*Remove the following subsection in its entirety:*

**00180.85 Failure to Complete on Time; Liquidated Damages:**

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

*Remove the following subsection in its entirety:*

**00180.85 Failure to Complete on Time; Liquidated Damages:**

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

**SECTION 00190 – MEASUREMENT OF PAY QUANTITIES**

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

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

## **00190.10 Measurement Guidelines**

**(b) Length Basis** – Length will be feet or mile, unless otherwise specified in the Contract and will be determined by measuring the length at least to the nearest 0.1 foot or at least to the nearest 0.1 mile, as applicable, unless otherwise specified in the Contract. Measurements will be limited to the dimensions shown or specified, or as directed by the Engineer.

**(c) Area Basis** – Area will be square foot, square yard, or acre, unless otherwise specified in the Contract and will be determined by measuring the width and the length (or height) at least to the nearest 0.1 foot and computed at least to the nearest 0.1 square foot, nearest 0.1 square yard, or nearest 0.1 acre, as applicable, unless otherwise specified in the Contract.

## **SECTION 00195 – PAYMENT**

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

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

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

*Modify the following subsection as follows:*

### **00195.50 Progress Payments and Retained Amounts:**

**(c)(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). Amounts retained 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).

*Add the following subsections:*

### **00195.90 Final Payment:**

**(d) “As-Built” Drawings** – 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 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) Acceptance of Final Payment** – 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.

*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 Claim Decision; Review; Exhaustion of Administrative Remedies –**

###### **(b) Step 1: Region Level Review –**



For the purposes of this Contract, the “Region-level reviewer” is Agency’s Public Works Director.

*Modify the following subsection as follows:*

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies –**

**(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.

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

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies –**

**(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.

*Remove the following subsection in its entirety:*

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies –**

**(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 to the following subsections:*

#### **00220.02 Public Safety and Mobility –**

##### **(a) General Requirements:**

- Do not block driveways except as noted in the Contract Drawings unless otherwise authorized in writing.
- Notify the City of Tualatin Police Department of all changes to the traffic control prior to implementing the change. Contact Greg Pickering at [gpickering@tualatin.gov](mailto:gpickering@tualatin.gov) or ph:503.691.4858.
- Notify the Tualatin Valley Fire & Rescue Department of all changes to the traffic control prior to implementing the change. Contact Jason Arn at [jason.arn@tvfr.com](mailto:jason.arn@tvfr.com) or ph:503.259.1510.
- Notify the United States Post Office of all changes to the traffic control prior to implementing the change. Contact [971.598.5577](tel:971.598.5577).
- Notify Pride Disposal of all changes to the traffic control to occur on Fridays prior to implementing the change. Contact Kristen Tabscott at [kTabscott@pridedisposal.com](mailto:kTabscott@pridedisposal.com) or ph:503.625.6177.
- For all traffic control notification emails CC City Project Manager at [WatersJ@sherwoodoregon.gov](mailto:WatersJ@sherwoodoregon.gov) and City Inspector [StirlingA@sherwoodoregon.gov](mailto:StirlingA@sherwoodoregon.gov).

##### **(b) Temporary Pedestrian Accessible Route Plan – AND**

##### **(c) Bicyclists –**

- Do not install traffic control signs in a manner in which they will block an open bike lane or open walkway.
- The Contractor shall install barricades with signage for any bike lane or walkway closure and sign for alternate routing of bicycle and pedestrian traffic.

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

**00220.40 General Requirements –**

**(c) Driveways –**

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

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

**00220.40 General Requirements –**

**(e)(1) Closed Lanes –**

- The Contractor shall coordinate all lane closures with the City of Sherwood.
- The contractor is responsible for installing pedestrian sidewalk closure and detour signage and barricades in order to close the sidewalk and/or pathway.
- 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.
- The contractor is responsible for maintaining access to driveways at all times.
- The contractor is responsible for maintaining pedestrian traffic through or around the work zone.

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

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

**00225.05 Traffic Control Plan** – The Agency has not prepared a TCP. The Contractor shall prepare a TCP and working drawings showing all TCM and the following:

- Temporary pedestrian accessible route plan that includes:
  - (a) Details and features used to provide pedestrian accessibility.
  - (b) Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
  - (c) Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.

The Contractor shall submit the completed TCP to the Agency for approval seven (7) Calendar Days before the preconstruction conference.

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 Agency.

*Modify the first paragraph of the following subsection:*

**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

“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.

*Remove the following subsections in their entirety:*

**00225.90 Payment –**

**(a) Method “A” – Unit Basis:**

**(c) Method “C” – Incidental Basis:**

*Add the following text to the following subsection:*

**00225.90 Payment –**

**(a) Method “B” – Lump Sum Basis –**

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 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.

*Modify the first paragraph of the following subsection as follows:*

**00280.40 Installation** – Install ESC as shown and according to the most current edition of the ODOT Erosion and Sediment Control Manual. Install these ESC 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.

## **SECTION 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 Pollution Control –**

#### **(a)(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 (e.g. 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 to meet 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.

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

**00290.90 Payment** – No separate or additional payment will be made for Work performed under this Section.

## **PART 00300 – ROADWORK**

### **SECTION 00320 – CLEARING AND GRUBBING**

*Comply with Section 00320 of the Standard Specifications.*

*Add the following text to the following subsection:*

#### **00320.40 Clearing Operations–**

If significant roots are encountered during fence post installation, shift fence posts to avoid the roots.

*Add the following text to the following subsection:*

#### **00320.90 Payment –**

The accepted quantities of tree removal will be paid for at the Contract lump sum amount for the item “Tree Removal”. This item includes the removal of one 44” stump. If additional tree removal is deemed necessary, it will be incidental to the item “Tree Removal”.

### **SECTION 00330 – EARTHWORK**

*Comply with Section 00330 of the Standard Specifications.*

*Add the following text to the following subsection:*

#### **00330.00 Scope–**

Regrade area above outfall to provide a minimum of 6’ wide area for maintenance access.

#### **00330.90 Payment –**

The accepted amount of regrading near the outfall will be paid for at the Contract lump sum amount for the item “Outlet Regrading”.



## PART 00500 – BRIDGES

### SECTION 00597 – SOUND WALLS

*Comply with Section 00597 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

**00597.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of furnishing and constructing precast concrete fence at the location shown or directed.

#### **00597.12 Precast Concrete Panel Sound Walls –**

Use one of the precast concrete fence types from the following list or other approved equal:

- Stone Pre-Cast Concrete Fence by Superior Fence  
<https://www.superiorfence.com>  
503.760.7725
- PermaWall 1.0 by PermaCast  
<https://www.permacastwalls.com>  
888.977.9255
- Precast Concrete Fencing by Harper Precast  
<https://harperprecast.com>  
801.783.5430

Approved equal products must meet the following requirements:

- Product is available at 7-foot and 8-foot standard heights.
- Supplier/manufacturer has experience operating in Oregon.
- Product is available in standard brick or stone styles.
- Product has allowable tolerance of up to 5 degrees for a curved alignment, similar to Oregon DOT standard drawing BR740.

## **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 bullet to the following subsection:*

#### **01030.13 f) Types of Seed Mixes**

Provide the following seed mix or an approved equal:

- **Permanent Seeding: Sunmark ODOT E/C Mix**
  - **Seeding Rate: 2.00 PLS pounds per 1000 Square Feet**

*Add the following bullet to the following subsection:*

#### **01030.41 Area Preparation**

- Permanent Seeding - Method D

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

#### **01030.80 Measurement**

No measurement of quantities will be made for Work performed under this Section.

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

#### **01030.90 Payment**

No separate or additional payment will be made for Work performed under this Section. Payment will be included in payment made for the appropriate items under which this Work is required.

### **SECTION 01040 – PLANTING**

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

*Add the following text to the following subsection:*

#### **01040.00 Scope**

This Work consists of seeding, mulch application and associated tasks to develop plant growth and weed suppression for erosion control, and environmental mitigation.

*Add the following text to the following subsection:*

**01040.19 (h)(4) Balled and Burlapped (B&B) Plants**

Contractor to furnish shrubs as listed in the construction plans.

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

**01040.20 (a) Bark Mulch**

Apply 3” dep medium grind or shredded dark hemlock or fir mulch around all plantings. Do not cover foliage or root crowns of plants with bark mulch. Trees and other plants shall be set to accommodate mulch application without burying root crowns.

*Add the following text to the following subsection:*

**01040.48(b) Method “B” (Non-Cultivated Planting Area)**

Do not damage or remove existing tree roots. Hand dig around any roots 1-inch or larger.

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

**01040.90 Payment –**

The accepted quantities of landscape restoration will be paid for at the Contract lump sum amount for the item “Landscape Restoration”.

This item includes all Work required to complete final landscaping per the construction plans, including but not limited to:

- Seeding mobilization
- Replacing topsoil and establishing lawn seeding in planter strips where lawn exists pre-construction.
- Replacing topsoil with a minimum of 12” of clean topsoil plus an additional 24” of non-compacted subsoil available.
- Furnishing and installing mulch and shrubs.

**SECTION 01050 – FENCES**

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

*Add the following text to the following subsection:*

**01050.45 Chain Link Fence –**

Match existing color and style. Attach new chain link fence to existing chain link fence post using steel wire clips.

*Add the following text to the following subsection:*

**01050.49 Removing and Rebuilding Fence –**

Remove existing ODOT Yard Fence and haul offsite for disposal.

*Add the following text to the following subsection:*

**01050.90 (d) Removing and Rebuilding Fence –**

Removal of existing ODOT Yard Fence will be paid for at the contract unit price, per foot, for the item “Remove Existing ODOT Yard Fence”.

**PART 01100 – WATER SUPPLY SYSTEMS**

**SECTION 01120 – IRRIGATION SYSTEMS**

*Comply with Section 01120 of the Standard Specifications modified as follows:*

*Add the following text to the following subsection:*

**01120.00 Scope –**

The landscape contractor shall be responsible for providing and installing a permanent, underground, “design-build” irrigation system to water all new planting areas. Coordinate Point-Of-Connection (POC), and City approved double check valve assembly with general contractor and City prior to installation.