



Sunset-Timbrel Intersection Improvements (City Job #729ST)

DATE: May 19, 2025

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. Mandatory Pre-Bid Meeting is on Wednesday, May 21, 2025 at 2:00PM (Local Time) at Sherwood City Hall Community Room.
2. Book 1 of 2 of the Bid Documents has been completely replaced with the attached. Please use updated bid schedule.

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	

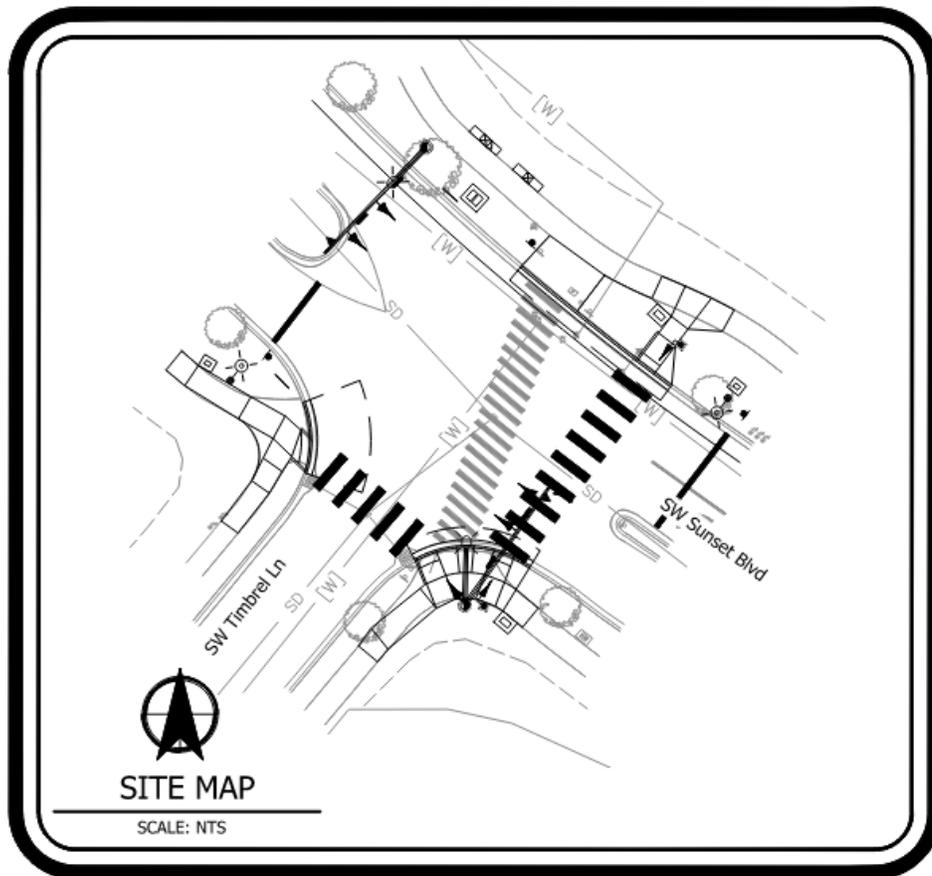


BOOK 1 OF 2

OF THE BID DOCUMENTS

FOR:

SUNSET-TIMBREL INTERSECTION IMPROVEMENTS



Grading, Paving, Sidewalk, Landscape, Illumination, Signal Improvements

PROJECT NUMBER: 729ST
A CITY OF SHERWOOD
PUBLIC WORKS, ENGINEERING DIVISION
PUBLIC IMPROVEMENT PROJECT

BOOK 1 OF 2

OF THE BID DOCUMENTS

FOR:

SUNSET-TIMBREL INTERSECTION

IMPROVEMENTS

PREPARED BY

**CITY OF SHERWOOD
PUBLIC WORKS, ENGINEERING DIVISION
4415 NE 30TH AVE
SHERWOOD, OR 97124**

PROJECT NUMBER: 729ST

DATE ISSUED: MAY 14, 2025



City of Sherwood, Oregon
Invitation to Bid – Public Improvement

Sunset-Timbrel Intersection Improvement

Bids Due:	<p>Due Date and Time: Not Later than 2:00:00 PM Pacific Time, June 3, 2025 at Sherwood City Hall Bid Closing is the Due Date and Time shown above. Late Bids shall be rejected. Bid bond in an amount equal to ten percent (10%) of the amount of the bid payable to the City of Sherwood is required. First Tier Subcontractor Disclosure: Not later than 4:00:00 PM Pacific Time, June 3, 2025 at Sherwood City Hall</p>
Submit Bids to:	<p>City of Sherwood Craig Christensen, PE, Sr. Civil Engineer Engineering Department (2nd Floor) 22560 SW Pine Street Sherwood, OR 97140 Bids shall be submitted in hard copy to address above no later than the Due Date and Time. Electronic or e-mailed bids shall be rejected.</p>
Contact:	<p>Direct questions to: ITB Contact: Craig Christensen, PE Email: christensenc@sherwoodoregon.gov</p>
Request Deadline:	<p>For all substitution, clarification and change requests as well as solicitation protests: 5:00PM Wednesday, May 28, 2025</p>
Prevailing Wages:	<p>This project is a Public Work and subject to ORS 279C.800 – ORS 279C.870 including but not limited to: payment of prevailing wages, reporting and public works bond.</p>
Bidder Prequalification	<p>Bidder Prequalification is required (ODOT, Washington County or any municipality equal to or greater than 18,000 persons).</p>
Pre-bid Conference:	<p>A mandatory pre-bid meeting will be held at Sherwood City Hall Community Room, 22560 SW Pine Street, Sherwood, Oregon, 97140, Wednesday at 2:00 PM (Local Time), May 21, 2025.</p>
Addendum:	<p>Addenda, clarifications and Notices will be posted online on the City’s website. Potential Bidders are responsible for checking the website on a daily basis. Each addendum must be signed and submitted with the Bid to be considered a responsive bid offer. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.</p>
Public Bid Opening:	<p>A Public Bid Opening to be held at the following time and location: 2:05PM, June 3, 2025, in the City Hall Community Room.</p>

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BOOK 2:

- CHAPTER 4 – PROJECT INFORMATION
- CHAPTER 5 – PREVAILING WAGE RATES
- CHAPTER 6 – SPECIAL PROVISIONS

This Invitation Bid Document is comprised of all Book 1 and Book 2 documents, including, but not limited to: instructions, forms, drawings and specifications. The drawings and specifications pertaining to this ITB are hereby incorporated by reference.

Addendum #1

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division One - Bidding Requirements

SCHEDULE

ITB ISSUED	May 14, 2025
MANDATORY PRE-BID CONFERENCE	May 21, 2025, 2:00PM, Sherwood City Hall Community Room
<u>REQUEST DEADLINE</u> FOR: SUBSTITUTION, CLARIFICATION, OR CHANGE AND SOLICITATION PROTEST DEADLINE	May 28, 2025, 5:00PM
LAST ADDENDA ISSUED	NOT LATER THAN 72 HOURS PRIOR TO BIDS DUE
BIDS DUE	See Page 1
FIRST-TIER SUBCONTRACTOR DISCLOSURE	See Page 1
ANTICIPATED CONTRACT START	June 18, 2025
ANTICIPATED SUBSTANTIAL COMPLETION	August 29, 2025
ANTICIPATED FINAL COMPLETION	October 31, 2025

NOTE: The City reserves the right to deviate from this schedule.

DIVISION 1: BIDDING REQUIREMENTS

INVITATION TO BID

CITY OF SHERWOOD

INVITATION TO BID

Project Title: **Sunset & Timbrel Intersection Improvements**

Bids Due: **2:00 pm (Local Time), Tuesday, June 3, 2025**

Solicitation documents may be viewed online and downloaded at: <https://www.sherwoodoregon.gov/rfps>

Contract is for public work subject to BOLI wage rates. Pre-qualifications are required.

A mandatory pre-bid meeting will be held at Sherwood City Hall Community Room, 22560 SW Pine Street, Sherwood, Oregon, 97140, **Wednesday at 2:00 PM (Local Time), May 21, 2025.**

Questions shall be submitted by **5:00 PM (Local Time) on Wednesday, May 28, 2025** via email to Craig Christensen, P.E., at christensenc@sherwoodoregon.gov

Sealed bids must be labeled and will be received until bid closing at:

Sherwood City Hall
Attn: Craig Christensen, P.E.
22560 SW Pine St
Sherwood, OR 97140

PUBLISH: Portland Daily Journal of Commerce, May 16 and May 19, 2025.

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
- 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:

Sunset-Timbrel Intersection Improvements Project

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

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Division One - Bidding Requirements

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

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Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division One - Bidding Requirements

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) 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.

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Division One - Bidding Requirements

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: _____

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City of Sherwood
 Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
 Division One - Bidding Requirements

BID SCHEDULE

SUNSET-TIMBREL INTERSECTION IMPROVEMENTS

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES						
1	00210	Mobilization	LS	ALL		
2	00221	Temporary Work Zone Traffic Control, Complete	LS	ALL		
3	00225	Stripe Removal	FT	10		
4	00225	Bar Removal	SF	200		
5	00280	Erosion Control, Complete	LS	ALL		
PART 00300 -- ROADWORK						
6	00305	Construction Survey Work	LS	ALL		
7	00310	Removal of Structures & Obstructions	LS	ALL		
8	00320	Clearing and Grubbing	LS	ALL		
9	00330	General Excavation	CY	20		
10	00350	Subgrade Geotextile	SY	45		
PART 00700 -- WEARING SURFACES						
11	00744	Level 2, 1/2" Dense ACP	TON	25		
12	00759	Concrete Curbs, Standard Curb (00759)	LF	24		
13	00759	Concrete Curbs, Curb and Gutter	LF	92		
14	00759	Concrete Walks	SF	1,025		
15	00759	Extra for New Curb Ramps	EA	4		
16	00759	Truncated Domes on New Surfaces	SF	45		
PART 00800 -- PERMANENT TRAFFIC CONTROL & GUIDANCE DEVICES						
17	00867	Pavement Bar, Type B-HS	SF	325		
PART 00900 -- PERMANENT TRAFFIC CONTROL & ILLUMINATION SYSTEMS						
18	00902	Crosswalk Closure Supports	EA	2		
19	00905	Remove Existing Signs	LS	ALL		
20	00930	Perforated Steel Square Tube Sign Supports	LS	ALL		
21	00940	Signs, Standard Sheeting, Sheet Aluminum	SF	52		
22	00970	Pole Foundations	LS	ALL		
23	00970	Switching, Conduit, and Wiring	LS	ALL		
24	00990	Sunset/Timbrel PHB Installation	LS	ALL		

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City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division One - Bidding Requirements

SUNSET-TIMBREL INTERSECTION IMPROVEMENTS

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Unit Total Cost
PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL						
41	01030	Lawn Seeding	SF	930		
43	1040	Topsoil	SF	930		
44	1040	Bark Mulch	SF	84		
TOTAL BID						

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, 2024 Edition as modified by these bid documents, the undersigned Bidder submits the following Bid Schedule with the understanding that City reserves the right to increase, decrease, or completely eliminate quantities as set forth in 00120.20. Also, the Bidder offers to do the work, whether quantities area changed (increased or decreased) in accordance with 00195.20, or not changed, at the unit rate price stated in the following Bid Schedule:

Signature of Authorized Agent

Company Name

Printed Name

Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(OAR 137-049-0360)

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

PROJECT NAME: SUNSET-TIMBREL INTERSECTION IMPROVEMENTS

BID CLOSING: Date: **June 3, 2025** Time: **2:00 PM (PDT)**
FIRST-TIER DISCLOSURE Date: **June 3, 2025** Time: **4:00 PM (PDT)**

Deliver disclosure form to (location): City of Sherwood, Engineering Department (2nd Floor, City Hall)

Designated recipient of form (attention): Craig Christensen, P.E. Phone #: 503-925-2301

Agency's Address: City of Sherwood, Engineering Department (2nd Floor, 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			

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City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division One - Bidding Requirements

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:

Sunset-Timbrel Intersection 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: SUNSET-TIMBREL INTERSECTION IMPROVEMENTS

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

STATE OF OREGON (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: Sunset-Timbrel Intersection 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/employers/Pages/prevailing-wage-rates.aspx>

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

Date _____

Signature of Bidder _____

Title _____

Business Name _____

CERTIFICATION OF ASBESTOS ABATEMENT

FOR

Project Name: SUNSET-TIMBREL INTERSECTION 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: SUNSET-TIMBREL INTERSECTION IMPROVEMENT

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: Sunset-Timbrel Intersection 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: Sunset-Timbrel Intersection 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:

(Answer yes or no)

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.

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** ___

ADDENDUM FORM

Sunset-Timbrel Intersection Improvements (City Job #729ST)

Date_____

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 2: CONTRACT FORMS

Addendum #1

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division Two – Contract Forms

PUBLIC IMPROVEMENT CONTRACT FOR USE WITH OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION



**Engineering Division
Community Development Dept**
22560 SW Pine St.
Sherwood, OR 97140
503-925-2308

Home of the Tualatin River National Wildlife Refuge

CONTRACT FOR CONSTRUCTION SERVICES

PROJECT NAME:	Sunset-Timbrel Intersection Improvement		
CONTRACT PARTIES:	(i) City of Sherwood	and	[hereafter called Contractor]
	[hereafter called City]		
C.O.S. PROJECT MANAGER:	Craig Christensen, P.E.		

ACCOUNT #:	FUND #:	DEPT:	JOB #:	729
VENDOR #:				

SCOPE of WORK:	Attached as Exhibit A <input checked="" type="checkbox"/>	FEE SCHEDULES:	Attached as Exhibit B <input checked="" type="checkbox"/>
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 are not required for this Contract.

This Contract is 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 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.

a) CONTRACTOR DATA, REGISTRATION, and SIGNATURE

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

b) 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 <i>Approved as to Form:</i>	_____	_____
	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, professional 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. 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 – Scope of Work/Contract Drawings
Exhibit B – Fee Schedule

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

Addendum #1

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division Two – Contract Forms

- (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.

Addendum #1

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division Two – Contract Forms

- 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 subcontractors 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]

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.

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

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 # _____

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 _____ 2025

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: **Sunset-Timbrel Intersection Improvements**

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

Addendum #1

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division Two – Contract Forms

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 **Sunset-Timbrel Intersection 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.

Addendum #1

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division Two – Contract Forms

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:

_____ (Seal)

Company Name

Signature

Title (e.g. Attorney-in-Fact)

_____, 2025

Principal by:

Name

Signature

Title

Address

City State Zip

Re:

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052

NOTICE OF INTENT TO AWARD

Sunset-Timbrel Intersection Improvements Project (City Job #729ST)

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 **Sunset-Timbrel Intersection Improvements**. The bids were opened at the Sherwood City Hall on June 3, 2025 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 **Sunset-Timbrel Intersection Improvements Project** to **XXXXXX**.

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

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

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

_____, 2025

XXX
XXX
XXX

NOTICE OF AWARD

Sunset-Timbrel Intersection Improvements Project

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 _____, 2025 at City Hall.

We look forward to working with you on this project.

Sincerely,

CITY OF SHERWOOD

By: _____
Craig Christensen, P.E.
Sr. Civil Engineer



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

NOTICE TO PROCEED

PROJECT NAME:	Sunset-Timbrel Intersection Improvements
DATE:	June 18 th , 2025
PROJECT NO.:	729ST
COUNCIL RESOLUTION:	2025-TBD
C.O.S. PROJECT MANAGER:	Craig Christensen, P.E.

TO: XXXXX
Attn: XXX

ADDRESS: XXX
XXX

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

CONTRACT: City of Sherwood and XXX

Sunset-Timbrel Intersection 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

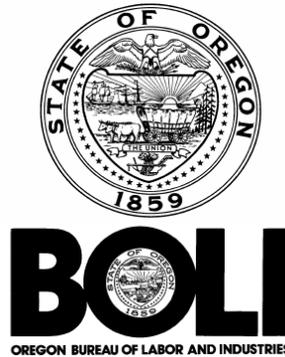
Craig Christensen, P.E.
Sr. Civil Engineer

DIVISION 3: GENERAL REQUIREMENTS

PREVAILING WAGE RATES

FOR

PUBLIC WORKS CONTRACTS IN OREGON



BOLI PREVAILING WAGE RATES (PWR)

This Project is subject to Oregon Bureau of Labor and Industry – Prevailing Wage Rates for Public Works Projects in Oregon, effective January 1, 2025.

This publication is available on the web at:

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

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 2024 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).

City of Sherwood
Sunset-Timbrel Intersection Improvements Project (City Job 729ST)
Division Three – General Requirements

BUREAU OF LABOR AND INDUSTRIES NOTICE OF PUBLIC WORKS



(For use by public agencies in complying with
ORS 279C.835)

For Office Use Only:
Project DB #: _____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: _____
Agency Division: _____ Agency # (if known): _____
Address: _____
City, State, Zip: _____
Email Address: _____
Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects.
(See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____
Contract Name (if part of larger project): _____
Project #: _____ Contract #: _____
Project Manager Name: _____ Phone: _____ Fax: _____
Project Location (Street(s), City): _____ Project County: _____
Date specifications first advertised for bid (if not advertised date of Request for Proposal or first contact with contractor): _____ **OR** If
CM/GC contract, date contract became a public works contract (see OAR 839-025-0020(8)): _____
Contract Amount: \$ _____
Is this contract part of a larger project? YES NO If yes, total project amount: \$ _____
If yes, **INITIAL** date specifications for project advertised for bid (see OAR 839-025-0020(6)(b)): _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Contract Awarded: _____ Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____
Address: _____
City, State Zip: _____ Phone: _____
Construction Contractors Board Registration #: _____
Name of Bonding Company for Payment Bond: _____
Address: _____
Agent Name: _____ Phone: _____ Payment Bond # _____

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

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

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

Notice of Public Works – Page 2

Complete this page for public works projects in which NO PUBLIC AGENCY AWARDS A CONTRACT TO A CONTRACTOR. Complete the CONTRACT INFORMATION AND SECTION B, C, D or E, whichever applies to the project.

CONTRACT INFORMATION:

Name of Project Owner: _____ Phone: _____
Project Name: _____ Project #: _____
Project Location (Street(s), City): _____ Project County: _____
Total Project Cost: \$ _____ Amount of Public Funds Provided for the Project: \$ _____
Name(s) of Public Agency(ies) Providing Public Funds: _____
Will project use federal funds that require compliance with the Davis-Bacon Act? YES NO
Date Work Expected to Begin: _____ Date Work Expected to be Complete: _____

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure or improvement of any type **that uses \$750,000 or more of funds of a public agency**).
Date the public agency or agencies committed to the provision of funds for the project: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type **that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency**).
Total square footage of privately owned road, highway, building, structure or improvement: _____
Percent of total square footage of the completed project that will be occupied or used by a public agency: _____
Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

SECTION D: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(D) (a project that includes the construction or installation of a **device, structure or mechanism that uses solar radiation** on public property, regardless of project cost or whether the project uses funds of a public agency).
Date the public agency entered into an agreement for the project: _____

SECTION E: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(E) (a project for the construction, reconstruction, major renovation or painting of a road, highway, building, structure, or improvement of any type that occurs, with or without using funds of a public agency, **on real property that a public university listed in ORS 352.002 owns**).
Date the public agency entered into an agreement for the project: _____

Signature of agency representative completing form: _____
Printed Name: _____ Phone: _____ Date: _____
Email Address: _____

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

RETURN THIS COMPLETED FORM TO:

Prevailing Wage Rate Unit • Oregon Labor & Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-3601
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us