

04.03.25 Question 1 –

Regarding the RFP for BDP - City of Sherwood Broadband Expansion, HP Communications has the following question:

- For 3.9, which talks about the BDP grant funding process, can the “pay when paid” language be redlined and removed:
 - o **“Note: The BDP grant funding process is a reimbursement to the city of Sherwood upon completion of construction. The city of Sherwood will submit invoices and receive reimbursement before paying the awarded contractor. Reimbursement may or may not be greater than 90 days from the time of the accepted invoice and matching redlines.”**

- Additionally ,is the 90+ day window for reimbursement to the city based on all construction being completed? Or is it based on partial segment completions, or other specific milestones?

Answer –

Partial invoicing by milestones, segments, or even reimbursement on invoices paid for materials is acceptable as well as expected on such a large project.

We will need redline as-builts or proof that work has been completed along with the invoice that you would be sending. I will need a little time to do a quick QC to verify the redlines/deliverables are accurate and/or the invoice matches what is being invoiced. We would request that the partial invoices are submitted monthly or bi-monthly if possible.

The 90 days addressed in 3.9 is an estimated timeframe and has been removed. (See below). It should be closer to 30-60 days for the payment to the contractor. It will be important that we have accurate redline as-builts, invoice, or proof of completed work when the invoices are sent to us to get us closer to the 30 day interval. If the invoices and the redlines/deliverable are not accurate, the 30-60 days does not start until everything matches. At that point, the NET time does not start until we get the paperwork correct.

Revision – 1

3.9 Invoices: The City of Sherwood will review each invoice for accuracy. Any irregularities will be brought to the contractor's attention immediately. This may include excessive unit rates or unreasonable material prices. In the case of material pricing, the City may ask for copies of the original material invoices in order to verify the pricing, quality, and allowed mark-up, if any. All invoices to include partial invoices must be accompanied with redline as-builts matching the invoice. **Note: The City of Sherwood requests that partial invoices be submitted routinely on a monthly or bi-monthly interval for work completed. Payments will be made to the contractor, approximately 30 to 60 days after redlines, receipts, or other deliverables have been reviewed and verified for accuracy.**

04.04.25 Question 2 –

Reading through the documents, I just wanted to confirm the liquidated damages are truly \$17,000.00 per calendar day beyond the established completion date, correct?

Is there a cap for the liquidated damages? Meaning is it \$17,000 per day up to a certain dollar value? Or just \$17k per day until final completion

Answer –

\$17,000.00 a day, no cap, until completion. Once we get started on the project, we must complete it on time. We did talk to the Oregon Broadband office, and if something is beyond our control, we can try to plead our case with them to extend the September of 2026 date. They may or may not be willing to accept the reasoning. Once the engineering phase starts, my plan is to work closely with the engineers and the pole owners for pole replacements. We will need to quickly identify poles with limited attachment space or low mid-spans. I have consulted with the pole owners, and they have given me their timelines on their pole replacements which should align with our construction schedule. My network design provided and the underground shown in the bid documents, is assumed, and will need to be verified during the engineering phase. We tried our best to reflect a worse case underground in the estimated unit totals. Once the Engineers are in the field and physically measuring the poles, the direction will be to reduce underground where feasible with pole replacements. I added pole placement to the unit rates, as there may be opportunities for us to place our own poles to speed up construction in areas.

04.04.25 Question 3 –

- For the prequalification statement on page 3 that notes a municipality of 18,000 people or more:
 - o Does the “other local municipality” have to be located in Oregon, or will a city from another state be acceptable?

Answer –

Another state is acceptable.

04.04.25 Question 4 –

The special provision document states on page 17:

00195.50(c) Forms of Retainage if applicable

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

Is there a set percentage for the retainage? I did not see it noted.

Answer –

I talked to my Public Works director.

Uploaded in the Bids/RFPS is a sample contract. There will be a 10% maintenance bond that will be held for 2 years.

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.

04.07.25 Question/ 5 –

- Is power required to be included in the cabinet placement and are there specifications? **Answer - No power required. Placed on a 6” concrete slab. I will post the 576 port Clearfield Installation document.**
- Will we be responsible for any easements and or private property or will the city handle those items? **Answer – Private property work easements will be handled by service orders that Sherwood will obtain from signed customer/s. If during the time of the BDP construction, a customer along the private road signs up, Sherwood will send an email requesting approval to build along the private road. If the customer approves the construction, we will proceed with the private road build. If we do not get a signed order or an email from the customer stating that they approve the construction, we will not build along the private road. All mainline proposed in the Network Design should be in the public right of way. Note: Provided the build times and budget stay on track, Sherwood plans to reach out to customers along the private roads to see if anyone is interested in having their private road constructed on.**
- What GIS system are you working in and will you accept GDB inputs or can we download from their GIS system? **Answer – We use 3-GIS which is tied to Arc Map. We provided shape files and other files in the RFP along with the KMZ. If the contractor GIS team needs additional information or files, we will have them work directly with the City GIS employee when they are awarded. We will attempt to provide any files or access needed to the awarded contractor.**
- Will PE stamps and any permit fees be a passthrough and what unit would be used, and at what point would those invoices be paid? **Answer – We are not aware of there being PE stamps required for the project. If there are permit fees or PE costs, we are requiring that the awarded contractor pay the fees (without reimbursement) while submitting the permits to the municipality.**
- If applicable, who will be responsible for paying for make-ready costs to the pole owner(s)? **Answer – The pole owner and make-ready invoices will be handled by Sherwood. Pre-inspections fees, post-inspection fees, MR estimates, pole replacement costs etc... The hope, is to self-perform Ziplly MRE through NJUNs.**
- If the City agrees to changes in design as a result of high MRE; how is that handled from an invoicing perspective? **Answer – We may need more clarification on the question if not answered below. The plan is to replace PGE/Ziplly poles to avoid unplanned UG. In some cases, we will propose to set our own poles to reduce**

UG. During the engineering phase, we plan to work closely with the engineers and the pole owner/s to keep the aerial and UG footages close to the estimates in the ITB. As well as find ways to convert proposed UG areas to aerial.

Here are quoted email statements from PGE about pole replacement – “We are right at the 45-day time frame for pole replacements, so I feel good about that ask.” “Pole replacement estimates are done case by case. A lot depends on if there are power risers, it’s an angle pole, transformers, etc. We will provide a high/low range estimate. A pole with risers will have a wider estimate range, due to us not knowing if it is direct buried cable at the time of estimating. If the cable is direct buried, a vault will be needed and that bumps the cost up substantially. A normal distribution pole without a lot of complications would be around 15k-25k.”

Due to PGE requiring 3 spans of underground between aerial spans and a lot of the poles being normal distribution poles, it will likely be less expensive to replace the poles than go UG. If something needs to change due to obstruction, high MRE costs, unknown right of way issues, etc... Each location will need to be reviewed on a case by case scenario.

- **Will we access to or get a copy of the existing records? Answer – We placed a map book in the RFP on the website. I’m not exactly sure what records you are requesting. But, if we have records of something that an awarded contractor needs to perform their scope, and we are authorized to share them, we will absolutely share anything that we are capable of sharing.**

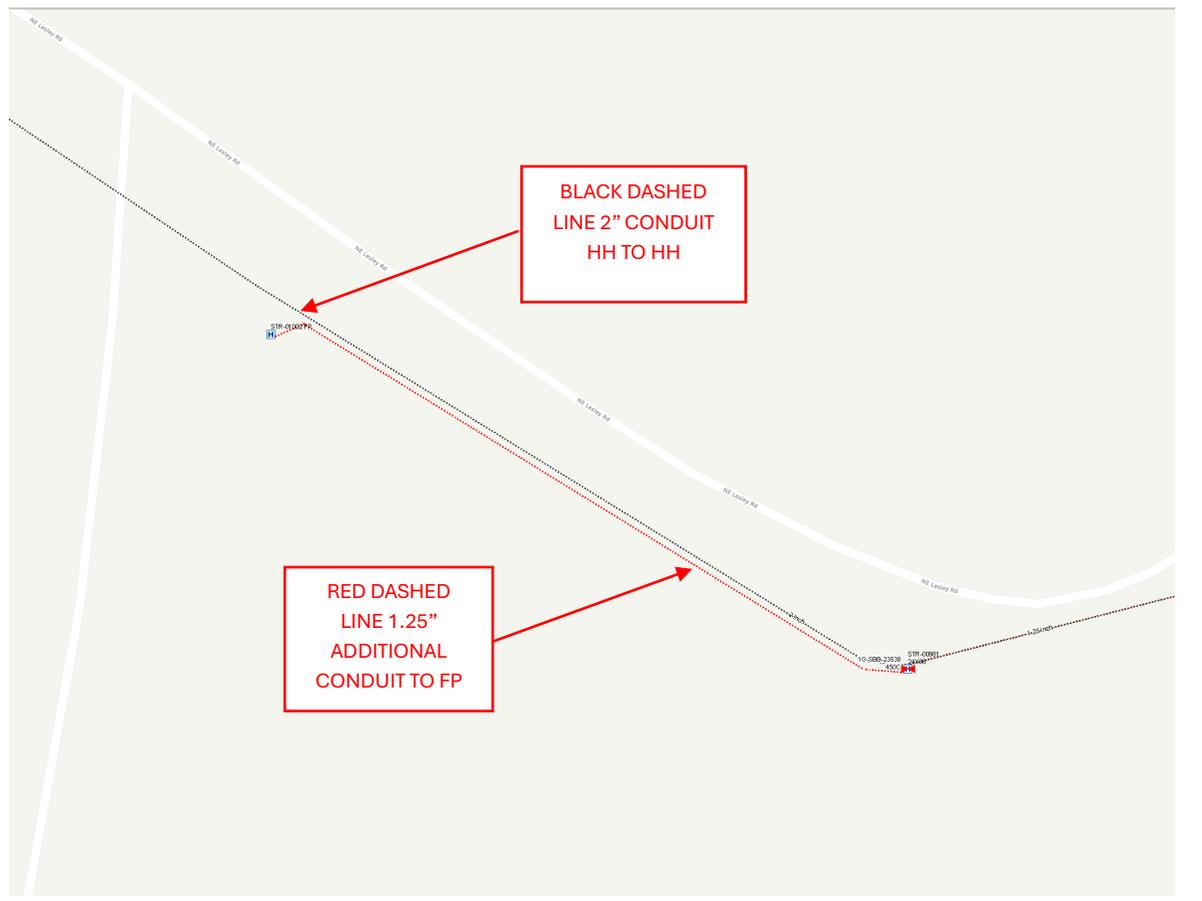
04.09.25 Question/ 6 –

Can you clarify this unit as it appears to be an adder for duct but has all the cable, tracer, mule tape & conditions included as the primary units.

BORE/TRENCH/PLOW AND PLACE ADDITIONAL (1)-1.25" WITH UP TO (2)-2" CONDUIT ADDER AND PULL UP TO 3 DROPS , TRACER, AND MULE TAPE. INCLUDES ROCK/COBBLE

I’m not sure what all to add into the unit.

Answer – It is exactly an adder. Most of the conduits proposed for the project are (2)-2” conduits, (1)-2” conduit, or (1)-1.25” conduit going from pole to handhole, handhole to handhole, or flower pot to handhole. In a few areas we will need an additional 1.25” conduit to be installed next to the conduit/s between structures and dropped off at a flower pot to pick up homes. Below is a picture of the exact scenario. Black dashed line indicates the 2” package from handhole to handhole, and the Red dashed line parallels the black dashed line for about 200 feet to a flower pot “FP”. This unit is to account for the extra labor and materials for installing the conduit to the flower pot. IF the customers sign up during the BDP project, the unit also includes pulling the drops in the added conduit. The additional conduits will require tracer and mule tape as the flower pot will need to be located to, as well as eventually pulled to with drops. Not required, but the city would prefer that the tracer wire be placed on the outside of the conduit.



04.10.25 Question/ 7 –

Is there a Wage Determination for the Broadband Expansion project? When I follow the link in the bid docs and search classifications, this is what comes up. It's lower than state prevailing wage so doesn't seem to be Davis Bacon.

Here is a link I found that is a handbook - [BDPHandbook.pdf](#)

Answer – This is from our fully executed contract.

(2) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

(3) Notwithstanding (1) and (2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(4) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

(5) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.

(6) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

(7) Davis-Bacon Act Requirements. To the extent applicable, a Recipient that is awarded an amount of \$5,000,000 or more under this Contract must provide a certification that all laborers and mechanics employed by it and/or its contractors and/or subcontractors in performance of the award are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. In lieu of a certification, Recipient may provide a project employment and local impact report detailing the number of contractors and subcontractors working on the Project, the number of employees on the Project hired directly and hired through a third party, the wages and benefits of workers on the Project by classification, and whether those wages are at rates less than those prevailing. Recipient must maintain sufficient records to substantiate this information upon request.

04.10.25 Question/ 8 –

Clearfield question –

I have received a couple of quote requests that reference a City of Sherwood bid for 576 cabinets. The distributors are not sure of the cabinet configuration. (Connector style, fiber type, tail length, etc)

Are you familiar with the bid and if so can you assist me with the configuration needed? I just want to make sure I am quoting the correct product.

From Clearfield -

The part number for the BABA compliant cabinets will be R-GB4-576-C1E-2000-M 100F-US

Here is the description:

FIELDSMART FDH PON CABINET WITH 12 INCH RISER, FIBER PATCH ONLY, 576 MAXIMUM CAPACITY, LOADED WITH 576 SC/APC DISTRIBUTION PORTS , 2 X 288 FIBER OSP NON-RATED LOOSE TUBE, 100 FEET, 48 OSP FEEDER FIBER PIGTAIL IN CLEARVIEW BLUE CASSETTES. GROUND LOCATE BOX INCLUDED IN RISER.

The splitter part number is KC1-CAA

RUGGEDIZED SPLITTER MODULE, LOADED WITH (1) 1X32 SPLITTER, SC/APC CONNECTORS, FRONT PIGTAIL INPUT(S) AND OUTPUTS, BEND INSENSITIVE FIBER, RUGGEDIZED JACKET.

04.10.25 Question/ 9 –

American Rescue Plan Act Handbook:

Page 8, item 7) Applicable Prevailing Wage Laws.

A. Federal requirements: The Davis-Bacon Act (40 U.S.C. 3141 et seq.) provision requirements do not apply to Oregon Projects funded solely with award funds from the ARPA Capital Projects Fund. However, Awardees may be subject to Davis-Bacon Act when ARPA Capital Project Fund grant funds are used in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

Q: Is the City of Sherwood Broadband Expansion funded solely by ARPA Capital Projects Fund? If so, can we assume that OR State Prevailing Wages (BOLI) will apply to this project?

Answer – Our understanding from the legal executed contract language below from the Oregon Broadband Office, the project exceeds the \$5 million dollar threshold; therefore, the Davis Bacon Act requirements apply. The OBO directed us to follow our contract when there is conflicting information such as the handbook. Yes, it is funded solely by Arpa, but our intent is to align with the legal contract we signed with OBO.

Per what we interpret below, the awarded contractor must pay the higher of the two wages. This means if the Davis-Bacon rate is higher for a specific job classification, that rate must be paid. If the Oregon rate is higher for a specific job classification, that rate must be paid.

From the signed BDP contract –

P. Prevailing Wage Requirements.

(1) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state “PWR”). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries (“BOLI”) under ORS 279C.815.

(2) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).

(3) Notwithstanding (1) and (2) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

(4) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI’s current List of Contractors Ineligible to Receive Public Works Contracts.

(5) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI’s rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.

(6) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on

which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

(7) Davis-Bacon Act Requirements. To the extent applicable, a Recipient that is awarded an amount of \$5,000,000 or more under this Contract must provide a certification that all laborers and mechanics employed by it and/or its contractors and/or subcontractors in performance of the award are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. In lieu of a certification, Recipient may provide a project employment and local impact report detailing the number of contractors and subcontractors working on the Project, the number of employees on the Project hired directly and hired through a third party, the wages and benefits of workers on the Project by classification, and whether those wages are at rates less than those prevailing. Recipient must maintain sufficient records to substantiate this information upon request. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

04.15.25 Questions from pre-bid meeting note cards –

Q: What is the as-built procedure

- Traditional Hard / Electronic Reds?

Answer - Our preference would be Hard Electronic Red line as-builts as we go that matches your invoices.

- Live, shared electronic version?

Answer - Our preference would be Hard Electronic Red line as-builts as we go. If Electronic aligns with your process, we are open to reviewing your process and seeing if the as-builts align with our process.

Q: Post installation QA/QC inspection process & submittals. Formal close out / turnover book? GPS points in verbal conversation.

Answer – Our city of Sherwood team will perform the QA/QC as we go as well as a final QA/QC in the end. Then PGE will perform a QA/QC when they do post inspect. Then COS will QC again to make sure PGE’s post violations have been addressed.

Answer – Yes, we would like the final as-builts when the project is all completed.

Answer – GPS points are not required, but if it is apart of your deliverable, we will gladly accept them for our GIS team.

Q: Planned Expansions for roads?

Answer – We are not aware of any.

Q: Do you have any signed customers at the moment?

Answer – No, we do not have any signed customers.

Q: Is this project have dept of commerce De minimis Waiver?

Answer – Our signed contract with the Oregon Broadband office does not state whether there is a Commerce Deminimis Waiver project. However, based on this project being subject to State and Davis bacon rules and being that we are a government, we recommend that you default to whichever process is the standard process without waivers, discounts, or anything that could be considered unethical.

Q: Commscope is not planning on releasing a BABA compliant 450C and the other models ie 450 B & D pluss the 600 are in limited production. Can we quote the Non-BABA Models? Or BABA compliant alternative?

From our signed contract –

I. American Made. Recipient and its subcontractor(s) will to the **extent practicable**, and consistent with applicable law under the federal award, provide a preference for the procurement or use of goods, products or materials produced in the United States as described in 2 CFR § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Workers (January 25, 2021).

Answer – Expanding on the words “extent practicable”. We only use Commscope FOSC fiber splice cases and splice case materials in our Broadband network. Because they are not BABA compliant, but they are the only product we use, we are deeming them exempt from the BABA requirement on this project. Everything else must be BABA compliant unless the city of Sherwood agrees that it is not practical to go with American made. The BABA Clearfield Cabinet part number is provided above.

Q: Are the drop units assumed?

Answer – Yes, we do not have sold customers at this time.

From City of Sherwood: 4.4.3.

We recently found out that the 576 cabinet has (2)-288 loose tube distribution cables coming out of it. That means Ribbonizing is not required but preferred from the (2)-288 fibers to the 432 fiber.

04.23.25 Question 9 –

During the fielding process are engineering firms required to be on site fielding poles with measuring sticks or can the engineering teams use drones for collecting pole data?

Answer – Yes, fielders MUST physically measure the poles with a measuring stick in the field. PGE is a stickler for this. If a company is not familiar with PGE’s standards and requirements, I highly recommend that they reach out to PGE before accepting this project. If the pole attachment heights are gathered by any other means than a person physically measuring the attachments, they will deny the permits. They will

also know that a company did not physically go to every pole, therefore they will scrutinize any make-ready, as well as delay the permit approvals. Please review the documents. Please do your due diligence with PGE before committing to this project.

04.23.25 From the city of Sherwood.

It was brought to our attention that drop conduits drilled from a pole to a flower pot do not have specification stating if they should be capped like the spare riser conduit. YES, any conduits that are not being terminated inside of a flower pot or handhole should be capped to prevent debris or rodents from going down the conduit. Please cap any empty conduits that are exposed and not in an underground structure.
