



Home of the Tualatin River National Wildlife Refuge

SW Washington St Street & Utility Improvements Project

**BID SET
January 2026**



EXPIRES: 12-31-26

Project Number: 528
**Bidding and General Requirements, Contract Forms,
Project Special Provisions and Contract Plans**

Owner

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

Division One

Bidding Requirements

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INVITATION TO BID
City of Sherwood
Washington St Street & Utility Improvements Project

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the **Washington St Street & Utility Improvements Project** for the City of Sherwood will be received at City of Sherwood, Engineering Department, 22560 SW Pine Street, Sherwood, Oregon 97140 (Attn: Sofi Lam, P.E., Project Manager) until the **Bid Closing at 2:00 PM (local time) on Thursday, February 19, 2026**. Please title the envelope Washington St Street & Utility Improvements Project. Bids will then be publicly opened and read aloud after 2:00 PM at the Sherwood City Hall Community Room, 22560 SW Pine Street, Sherwood, Oregon. This project is subject to a pre-qualification process and only Earthwork and Drainage or Asphalt Concrete Paving Contractors pre-qualified bids will be accepted. No bids will be accepted after the **BID CLOSING** time.

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

A MANDATORY PRE-BID MEETING WILL BE HELD FOR THIS PROJECT on Tuesday, January 27th, 2026, at 2:00 PM (local time) at Sherwood City Hall, 22560 SW Pine Street, Sherwood, OR 97140.

Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon (ORS 279C.430) to do either Earthwork and Drainage or Asphalt Concrete Paving Improvements. Letters of pre-qualification (approval letter only) from the Oregon Department of Transportation (ODOT), Washington County Department of Land Use & Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City by **Tuesday, February 17, 2026, at 5:00 PM (Local Time)** for the Bidder's bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

Project Description

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

1. Asphalt removal.
2. Storm sewer, catch basins, and manholes.
3. Pipe bursting sanitary sewer, sewer bypass, and sanitary sewer lateral replacement.
4. Asphalt pulverizing and tilling.
5. Cement treatment of base rock.
6. Curb, gutter and driveways.
7. Asphalt grinding and asphalt concrete pavement placement.
8. Traffic control.
9. Other miscellaneous items for completion of work.
10. Engineer's Estimate
 - a. Bid (Base) (\$550,000-\$650,000)
 - b. Bid (Alternate) (\$30,000-\$40,000)

Bidding Documents and Contract Drawings are available for free download on www.sherwoodoregon.gov/business-development/rfps/ and are acceptable for Bid Submittal.

Other locations Bidding Documents may be examined:

- DJC Plan Center (Electronic only), 503-224-0624, Email: plancenter@djcoregon.com

- Oregon Contractors Plan Center, 5468 SE International Drive, Milwaukie, OR 97222
- Builders Exchange of Washington, Inc., 2607 Wetmore Ave., Everett, WA 98201

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

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

Questions shall be submitted BY EMAIL ONLY to lams@sherwoodoregon.gov (cc christensenc@sherwoodoregon.gov) by **5:00 P.M. (local time) on Wednesday, February 11th, 2026**. A log of all questions received and answers provided via email will be memorialized via addendum no later than 72-hours prior to the Bid Opening date & time.

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

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

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

Schedule:

- | | |
|-----------------------|---|
| • 01/16/26 & 01/19/26 | DJC Advertisement |
| • 01/27/26, 2:00 pm | Pre-Bid Meeting |
| • 02/11/26, 5:00 pm | Questions Due |
| • 02/16/26, 2:00 pm | Responses to Questions will be Posted |
| • 02/17/26, 5:00 pm | Pre-Qualifications Due |
| • 02/19/26, 2:00 pm | Bid Closing |
| • 02/19/26, 4:00 pm | First-Tier Subcontractor Disclosure Forms Due |

For more information regarding this project, contact Sofi Lam, P.E., at 503.925.2303 or by email at lams@sherwoodoregon.gov.

PUBLISH: Portland Daily Journal of Commerce, Friday, January 16, 2026 and Monday, January 19, 2026.

BIDDER'S CHECKLIST

SW Washington St Street & Utility Improvements

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

BID STATEMENT

The undersigned Bidder declares:

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

SW Washington St Street & Utility Improvements

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

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

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

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

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

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

The undersigned also agrees that Bidder will order all material and equipment included under this contract and will commence work within ten (10) days after receipt of Notice to Proceed and that Bidder will complete the work in all respects after commencement and will have the project completed by the

date specified in the special provisions and that Bidder will pay as liquidated damages to the City for any delay, the sum of **Eight Hundred and No/100 Dollars (\$800.00)** per day for each Calendar Day required beyond that period.

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

from _____ of _____
(Name of Surety) (City/State)

in the amount of _____ dollars

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

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

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

NAME

RESIDENCE

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

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

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

REGISTRATION NO. _____ **EXPIRATION DATE** _____

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

JOB	LOCATION	DATE

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

- (1) that this is a local public works project subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870, no bid will be considered without statement by the bidder that the bidder will comply with ORS 279C.838 or 279C.840;
- (2) that Bidder is _____ is not _____ a Resident of Oregon Bidder, as defined by ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12-calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the Bidder is a "Resident Bidder;"
- (3) that City of Sherwood may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and the City of Sherwood may reject for good cause all bids after finding that doing so is in the public interest;
- (4) that no Bid will be considered unless the Bidder is registered with the Construction Contractors Board as required by OAR 137-049-230.
- (5) that where asbestos abatement is required the abatement shall be done by Department of Environmental Quality licensed contractor (ORS 468A.720) and the abatement shall be performed in conformity with DEQ and OSHA regulations and other standards related to work place safety;
- (6) that Bidder shall comply with and cause its subcontractors to comply with all applicable provisions of federal, state and local statutes, ordinances, rules and regulations;
- (7) that Bidder shall comply with pre-qualification conditions in accordance with the laws of the State of Oregon (ORS 279C.430) as follows:
 - a. Pre-qualification is required and forms must be filed two (2) days prior to the Bid Opening date for the Bidder to retain bidding rights.
 - b. Required forms: Proof of pre-qualification acceptance by either the State of Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local major municipality is acceptable to the City. Bidders may mail (address on cover sheet), fax (503-625-0629) or e-mail

(engineering@sherwoodoregon.gov) proof of pre-qualification to the City, to the attention of the City Engineer.

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

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

Submitted By:
Name of Bidder: _____

Signature of
Authorized Agent: _____

Title: _____

Business Address of
Bidder: _____

Phone Number: _____

Date: _____

BID SCHEDULE (BASE)
SW WASHINGTON ST STREET & UTILITY IMPROVEMENTS

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Total Cost
PART 00200 -- TEMPORARY FEATURES AND APPURTENANCES						
1	210	Mobilization	LS	1		
2	221	Temporary Work Zone Traffic Control, Complete	LS	1		
3	270	Orange Construction Fence	FT	240		
4	280	Erosion Control, Complete	LS	1		
PART 00300 – ROADWORK						
5	305	Construction Survey Work	LS	1		
6	310	Removal of Structures and Obstructions	LS	1		
7	310	Removal of Concrete Curbs	FT	350		
8	310	Removal of Catch Basins	EA	3		
9	310	Removal of Asphalt Walks and Driveways	SY	210		
10	310	Removal of Concrete Walks and Driveways	SY	120		
11	320	Clearing and Grubbing	LS	1		
12	330	General Excavation for Street Widening	CY	40		
13	330	Grinding and Tilling Asphalt, Rock, and Dirt	SY	1100		
14	330	Removal or Reuse of Grinded AC, Rock, and Dirt	LS	1		
15	330	Base Rock Grading	LS	1		
16	331	12 Inch Subgrade Stabilization	SY	170		
17	344	Portland Cement	TON	40		
18	344	Treated Subgrade, 10" thick	SY	1100		
PART 00400 -- DRAINAGE AND SEWERS						
19	405	Trench Foundation	CY	20		
20	411	Pipe Bursting Preparation	LS	1		
21	411	Service Line Reconnection in New Pavement	EA	7		
22	411	Service Line Reconnection in Ex. Pavement	EA	7		
23	411	Pipe Bursting, 8" HDPE DR 17 Sanitary Sewer Pipe	FT	650		
24	415	Video Inspection	FT	1430		
25	445	12" PVC Storm Pipe	FT	400		
26	445	10" PVC Storm Pipe	FT	50		
27	445	6" PVC Sanitary Sewer Pipe	FT	30		
28	445	4" PVC Sanitary Sewer Pipe	FT	200		
29	445	Reconnect Storm Drain to Street	EA	3		

City of Sherwood
SW Washington St Street & Utility Improvements
Division One – Bidding Requirements

30	470	Concrete Storm Sewer Manhole	EA	1		
31	470	Concrete Storm Sewer Flat Top Manhole	EA	1		
32	470	Catch Basin, CG-30	EA	4		
33	490	Sanitary Bypass Facility	LS	1		
34	490	Connection to Ex. Sanitary Manhole	EA	4		
35	490	Connection to Ex. Storm Manhole	EA	1		
PART 00500 – BRIDGES						
36	596B	3' High Block Wall	SF	50		
PART 00600 – BASES						
37	620	Cold Plane Pavement Removal, 2" Deep	SY	300		
38	641	3/4"-0" Aggregate Base	TON	140		
PART 00700 – WEARING SURFACES						
39	745	Level 2, 1/2-Inch ACP	TON	360		
40	745	Level 2, 1/2-Inch ACP, Temporary	SY	230		
41	759	Concrete Driveways	SF	1200		
42	759	Monolithic Concrete Curb and Gutter	FT	600		
43	759	Concrete Curb, Vertical	FT	30		
44	759	Concrete Walks	SF	200		
45	759	Truncated Domes on New Surfaces	SF	10		
PART 00800-PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						
46	867	Pavement Bar, Type AB	SF	50		
PART 01000-RIGHT OF WAY DEVELOPMENT AND CONTROL						
47	1030	Yard Restoration	LS	1		
PART 01100-WATER SUPPLY SYSTEMS						
48	1170	Replace 1" Service and Relocate 3/4" Water Meter Assembly	LS	1		

BASE 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

BID SCHEDULE (ALTERNATES)
SW WASHINGTON ST STREET & UTILITY IMPROVEMENTS

Item No.	Spec Section	Description	Unit	Quantity	Unit Price	Total Cost
PART 01100-WATER SUPPLY SYSTEMS						
ALT A	1170	Removal of Valve, Plug, and Abandon Water Line	LS	1		
ALT B	1170	1" Type K Copper Water Service	EA	7		

ALT A BID WRITTEN IN WORDS:

_____ **DOLLARS AND** _____ **CENTS**

ALT B BID WRITTEN IN WORDS:

_____ **DOLLARS AND** _____ **CENTS**

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

In accordance with the provisions of the Oregon Standard Specifications for Construction, 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

NOTE TO BIDDER: The lowest responsive bidder will be selected from the Bid Schedule (Base) with the combination of none, one, or both bid alternates by the Sherwood City Manager who will determine the best fit for the needs of the City of Sherwood.

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: **SW Washington St Street & Utility Improvements**

BID CLOSING: Date: **February 19, 2026** Time: **2:00 PM (Local Time)**

FIRST-TIER DISCLOSURE Date: **February 19, 2026** Time: **4:00 PM (Local Time)**

Deliver Form To (Agency): City of Sherwood

Designated Recipient (Person): Sofi Lam, P.E. Phone #: 503-925-2303

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

INSTRUCTIONS:

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

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

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

BIDDER DISCLOSURE:

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

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

- 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;
- \$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:

SW Washington St Street & Utility 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 _____ BY ATTORNEY-IN-FACT:
Signature

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax Email

CERTIFICATION OF NON-COLLUSION

PROJECT NAME: SW WASHINGTON ST STREET & UTILITY IMPROVEMENTS

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

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

(Bidder's Firm Name)

I, the undersigned, as [circle one]:

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

being first duly sworn on oath, depose and say:

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

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

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

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

Signature _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20__

My commission expires: _____

Notary Public for Oregon

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

FOR

Project Name: SW Washington St Street & Utility 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.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: SW Washington St Street & Utility 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 workplace safety.

Date: _____

Signature of Bidder: _____

Title: _____

Business Name: _____

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

FOR

Project Name: SW Washington St Street & Utility Improvements

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

Date _____

Signature of Bidder _____

Title _____

Business Name _____

CUSTOMER SERVICE ACKNOWLEDGMENT

FOR

Project Name: SW Washington St Street & Utility 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

PREQUALIFICATION ACKNOWLEDGMENT

FOR

Project Name: SW Washington St Street & Utility Improvements

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

Date: _____

Signature of Bidder: _____

Title: _____

Business Name: _____

BIDDER RESPONSIBILITY FORM

FOR

Project Name: SW Washington St Street & Utility 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? _____
2. How many years under (a) different name(s)? _____
3. List different names, if any, and dates of operation: _____

4. How many years has your organization been in business under its present business name? _____
5. How many years under (a) different name(s)? _____
6. 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? _____
(Answer yes or no)

If so, indicate when, where, and why.

- 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 / Contract Date: _____

Percent Completed with own forces: _____

Project name: _____

City / Contact Name & phone #: _____

Architect/Engineer: _____

Contract Amount / Contract Date: _____

Percent Completed with own forces: _____

Project name: _____

City / Contact Name & phone #: _____

Architect/Engineer: _____

Contract Amount / Contract Date: _____

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? _____ (Answer yes or no). If so, describe circumstances below:

- B. Have any of the principal individuals in your organization been the subject to a civil judgment for fraud? _____ (Answer yes or no). If so, describe circumstances below:

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** ____



SW Washington St Street & Utility Improvements

DATE

ADDENDUM NO. 1

Addition/Change to the Contract Documents

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

- 1.
- 2.

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

Company Name	
Contractor Name	
Contractor Signature	
Date	

Division Two

Contract Forms



Home of the Tualatin River National Wildlife Refuge

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

CONTRACT FOR CONSTRUCTION SERVICES

PROJECT NAME: SW Washington St Street & Utility Improvements

CONTRACT PARTIES: **City of Sherwood** and [hereafter called Contractor]
[hereafter called City]

C.O.S. PROJECT MANAGER: Sofi Lam, P.E.

ACCOUNT #: 7010

FUND #: 31, 46, 47

DEPT: 34

JOB #: 528SS, ST, SW

VENDOR #: V0258

SCOPE of WORK: Attached as Exhibit A ☒ **FEE SCHEDULES:** Attached as Exhibit B ☒

SCHEDULE of WORK: effective date: March 26, 2026 expiration date: August 3, 2026

PAYMENT: City agrees to pay Contractor based on the Fee Schedule an amount not to exceed **\$10,000.00** 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.

CONTRACTOR DATA, REGISTRATION, and SIGNATURE

CONTRACTOR FIRM:

ADDRESS:

VOICE:

CONTACT:

CCB #:

EMAIL:

TITLE:

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

CONTRACTOR:

signature

date

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

PROJECT MANAGER

signature

date

CITY ENGINEER:

signature

date

DEPARTMENT DIRECTOR:

signature

date

FINANCE DIRECTOR:

signature

date

CITY MANAGER:

signature

date

CITY ATTORNEY
Approved as to Form:

signature

date

STANDARD CONTRACT PROVISIONS

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

1. Access to Records

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

2. Audits

- (a) The City, either directly or through a designated representative, at City's expense except as provided in subsection 2(b), may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. If the payments to the Contractor were in excess of the amount to which the Contractor was entitled by five percent (5%) or more, then Contractor shall additionally repay to the City the reasonable costs of the audit performed under subsection 2(a).
- (c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. Effective Date and Duration

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

4. Payments

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

5. Early Termination of Contract

- (a) The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- (b) The City, by written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion, such termination to be effective thirty (30) calendar days after the effective date of such notice or at such later date as specified in such notice.
- (c) City may terminate this Contract by written notice to Contractor, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, upon the occurrence of any of the following events:
 - (1) City fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient to pay for Contractor's work;
 - (2) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the work under this Contract is prohibited or City is prohibited from paying for such work from the planned funding source;
 - (3) Contractor no longer holds any license or certificate that is required to perform the work, or any license or certificate required by statute, rule, regulation, or other law to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed, or changed in such a way that Contractor no longer meets requirements for such license or certificate.
 - (4) City determines, in its sole discretion, that Contractor has violated section 25, **Information Technology**.
- (d) Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- (e) Upon receiving a written notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless City expressly directs otherwise in such notice. Upon termination of this Contract, Contractor shall deliver to City all documents, information, works in progress, and other property that are or would be deliverables had the Contract been completed.

6. Payment on Early Termination

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

7. Remedies

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

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

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

10. Indemnity - Standard of Care

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

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

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

11. Insurance

Contractor shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability, 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

- (a) Contractor Identification. Contractor shall furnish Contractor's employer identification number to City, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.
- (b) Duty to Inform. Contractor shall give prompt written notice to City if, at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim, and shall not constitute a waiver of any of City's rights.
- (c) Independent Contractor. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.

- (d) Time is of the Essence. Time is of the essence under this Contract.
- (e) Authority. The parties signing this Contract are authorized to sign and to bind their respective contracting parties to the terms of the Contract.
- (f) Conflict of Interest. Except with City's prior written consent, Contractor shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise Contractor's professional judgment with respect to this Contract, including, without limitation, concurrent employment on any project in direct competition with the subject of this Contract.
- (g) No Third-Party Beneficiaries. City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

28. Statutory Provisions

- (a) As provided by ORS 279C.505, Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract.
 - (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - (5) Demonstrate that an employee drug testing program is in place.
- (b) As provided by ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services. It is a condition of this Contract that all employers working under this Contract are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- (c) As provided by ORS 279A.110, Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or an emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If Contractor violates this subsection, City may regard the violation as a breach of contract that permits the City to: (1) terminate this Contract; or (2) exercise any remedies for breach of contract that are reserved in this Contract.
- (d) As provided by ORS 279C.520:
 - i. A person may not be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (1) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday; or
 - (2) For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
 - (3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
 - ii. Contractor must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - iii. Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles City to terminate this Contract for cause.
 - iv. Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- (e) Contractor must give notice in writing to employees who work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- (f) As provided by ORS 279C.510, if this is:
 - (1) A contract for demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
 - (2) A contract for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

(g) As provided by ORS 279C.515:

- (1) If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a subcontractor in connection with this Contract as the claim becomes due, the City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.
- (2) If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or the Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the ten (10) day period within which payment is due under ORS 279C.580(4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- (3) If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- (4) Paying a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim.

(h) As provided by ORS 279C.580, Contractor shall include in each subcontract for property or services Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (1) A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of amounts the City pays to Contractor under this contract.
- (2) A clause that requires Contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor.
- (3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor:
 - a. Notifies the subcontractor in writing at least 45 days before the date on which Contractor makes the change; and
 - b. Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
- (4) An interest penalty clause that obligates Contractor, if Contractor does not pay the first-tier subcontractor within thirty (30) days after receiving payment from the City, to pay the first-tier subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. Contractor or a first-tier subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or a first-tier subcontractor did not make payment when payment was due is that Contractor or a first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty:
 - a. Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and
 - b. Is computed at the rate specified in ORS 279C.515(2).

Additionally, Contractor, in each of Contractor's subcontracts, shall require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards set forth above in each of the first-tier subcontractor's subcontracts and shall require each of the first-tier subcontractor's 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]

PERFORMANCE BOND

Bond No. _____

Project Name: **SW Washington St Street & Utility 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.

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 Email

PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name **SW Washington St Street & Utility 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 SW Washington St Street & Utility Improvements, the terms and provisions of which contract are incorporated herein by reference, and;

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: _____
[Add signatures for each if using multiple bonds]

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

Name

Signature

Address

City State Zip

Phone Fax Email



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

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

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

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

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

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

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond.

This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

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

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

(Seal)
Company Name

Name

Signature

Signature

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

Title

Address

City State Zip

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



Home of the Tualatin River National Wildlife Refuge

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

Mayor
Tim Rosener

Council President
Kim Young

Councilors
Renee Brouse
Taylor Giles
Keith Mays
Doug Scott
Dan Standke

City Manager
Craig Sheldon

Assistant City Manager
Kristen Switzer

_____, 2026

Re: Notice of Intent to Award

SW Washington St Street & Utility Improvements

Dear Proposer:

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

The City of Sherwood received ____ bids for work associated with the **SW Washington St Street & Utility Improvements**. The bids were opened at the Sherwood City Hall on February 19, 2026 at 2:05 PM. The lowest responsive bidder was **XXXXXX** with a quote of **\$XX.XX**.

City staff will recommend award of the contract for the **SW Washington St Street & Utility Improvements** to _____. 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:

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

If you have any questions, please contact Sofi Lam, P.E. at (503) 925-2303 or lam@sherwoodoregon.gov



Home of the Tualatin River National Wildlife Refuge

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

_____, 2026

XXX
XXX
XXX

Mayor
Tim Rosener

Council President
Kim Young

Councilors
Renee Brouse
Taylor Giles
Keith Mays
Doug Scott
Dan Standke

City Manager
Craig Sheldon

Assistant City Manager
Kristen Switzer

NOTICE OF AWARD

SW Washington St Street & Utility Improvements

You are notified that your bid dated February 19, 2026 for the above stated project has been considered. You are the apparent low responsive bidder for the project and have been awarded the subject contract.

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

Once the Contract Agreements have been signed by the City Manager, one fully signed Contract Agreement will be given to you at the preconstruction meeting set for _____, 2026 at City Hall.

We look forward to working with you on this project.

Sincerely,

CITY OF SHERWOOD

By: _____

Sofi Lam, P.E.
Civil Engineer



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 RFP 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.

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



Home of the Tualatin River National Wildlife Refuge

**Public Works Division
Engineering Department**
22560 SW Pine St.
Sherwood, OR 97140
503-925-2309

NOTICE TO PROCEED

PROJECT NAME:	SW Washington St Street & Utility Improvements
DATE:	March XX, 2026
PROJECT NO.:	
COUNCIL RESOLUTION:	2026-XXX
C.O.S. PROJECT MANAGER:	Sofi Lam, P.E.

TO: _____
Attn: _____

ADDRESS: _____

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

CONTRACT: City of Sherwood and XXX

SW Washington St Street & Utility 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 August 3, 2026 which is ____ calendar days from the issuance of this Notice to Proceed.

CITY OF SHERWOOD

Sofi Lam, P.E.
Project Manager

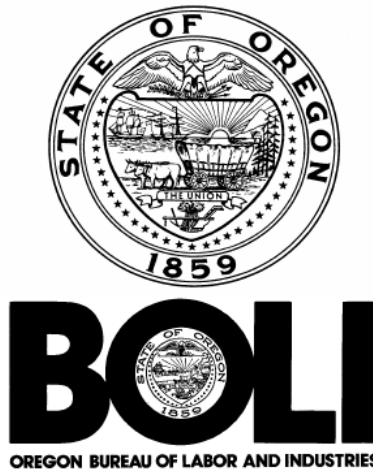
Division Three

General Requirements

PREVAILING WAGE RATES

FOR

PUBLIC WORKS CONTRACTS IN OREGON



BOLI PREVAILING WAGE RATES (PWR)

This Project is subject to Oregon Bureau of Labor and Industry – Prevailing Wage Rates for Public Works Projects in Oregon, effective July 5, 2024 as well as the most recent wage amendments and apprentice rates published October 5, 2024.

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).

Division Four

Special Provisions

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SPECIAL PROVISIONS

WORK TO BE DONE

This project is called SW Washington St Street and Utility Improvements Project and is located in the City of Sherwood, Washington County, Oregon. The Work to be done under this Contract consists of the following:

Project Description

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

1. Asphalt removal.
2. Storm sewer, catch basins, and manholes.
3. Pipe bursting sanitary sewer, sewer bypass, and sanitary sewer lateral replacement.
4. Asphalt pulverizing and tilling.
5. Cement treatment of base rock.
6. Curb, gutter and driveways.
7. Asphalt grinding and asphalt concrete pavement placement.
8. Traffic control.
9. Other miscellaneous items for completion of work.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction".

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

CLASS OF PROJECT

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

PART 00100 – GENERAL CONDITIONS

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

Remove the following definitions and replace as noted:

00110.20 Definitions –

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

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

Add the following definitions:

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

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

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

00120.00 Prequalification of Bidders - Bidders must be **pre-qualified** in accordance with the laws of the State of Oregon. Letters of pre-qualification (approval letter only) by either the Oregon Department of Transportation (ODOT), Washington County Department of Transportation, or any local municipality with a population equal to or greater than 18,000 persons is acceptable to the City. Proof of valid pre-qualification must be submitted to the City **by Tuesday, February 17, 2026 at 4:00 PM (local time)** for the Bidder's Bid to be deemed responsive and to retain appeal rights. Only bids from pre-qualified Bidders will be opened.

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

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

00120.05 Requests for Solicitation Documents –

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

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

00120.10 Bid Booklet –

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

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

Modify the third paragraph of the following subsection as noted:

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

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Requests shall be made ~~in sufficient time~~ at least seven (7) days prior to bid opening for the Agency's reply to reach all Bidders before Bid Closing. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made ~~in sufficient time~~ at least seven (7) days prior to bid opening for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

Revise the first paragraph in the following subsection as noted:

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

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

Modify the text of the following subsection as noted:

00120.40 Preparation of Bids
(a)(1) Paper Bids

For Bids submitted by paper, Bidders shall not alter, in any manner, the (paper)

documents within the Bid Section ~~that are accessed and printed from the ODOT eBIDS website (see 00110.05(c)). Bid Sections obtained from BidExpress® shall not be substituted for paper Bid Sections.~~ Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink, ~~except for changes and withdrawals submitted by email transmission as provided by 00120.60 (in which case signatures on the scanned document shall be considered originals).~~ The bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid Booklet, between the front and back covers of the Bid Booklet.

No changes shall be submitted by facsimile or email.

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

00120.40 Preparation of Bids

(a)(2) Electronic Bids –

Electronic Bids will not be accepted for this project.

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

00120.40 Preparation of Bids

(c)(2) Electronic Bids Schedule Entries –

Electronic Bids will not be accepted for this project.

Modify the text of the following subsection as noted:

00120.40(d) Bidder's Address and Signature Pages –

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

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

00120.40 Preparation of Bids

(e)(2) Bid Guaranty with Electronic Bids –

Electronic Bids will not be accepted for this project.

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

00120.40 Preparation of Bids

(f) Disclosure of First Tier Subcontractors –

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Notice to Contractors", or in other advertisement or Solicitation Documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. Failure to submit a form or submission of a form that does not include the information required by ORS 279C.370 for each Subcontractor listed, specifically the name of each Subcontractor, the dollar amount of each subcontract and the category of Work that each Subcontractor will perform, will result in the rejection of the Bid. The Agency is not required to determine the accuracy or the completeness of the Subcontractor disclosure. See ORS 279C.370 and OAR 731-007-0260.

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

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

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

00120.45 Submittal of Bids:

(b) Electronic Bids –

No Electronic Bids will be accepted for this project.

Modify the text of the following subsection as noted:

00120.60 Revision or Withdrawal of Bids:

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

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

~~the FAX number given in the paper Bid Booklet, and signed by an individual authorized to sign the Bid.~~

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

- The written withdrawal request is submitted on the Bidder's letterhead, ~~either by hand delivery or by FAX to the FAX number given in the paper Bid Booklet;~~ and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids.
- No Bid may be withdrawn after the deadline for submitting Bids has passed.

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

00120.60 Revision or Withdrawal of Bids:

(b) Electronic Bids –

No Electronic Bids will be accepted for this project.

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

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

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- A disclosure of first-tier Subcontractors, if required under 00120.40(f), is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.
- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid contains entries with more than two decimals to the right of the decimal point.
- The Bid entries are not expressed in U.S. dollars and cents.

- The Bid is submitted on documents not obtained directly from the City of Sherwood or from the City of Sherwood website. The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

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

Delete the following subsection in its entirety:

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

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

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

00130.15 Right to Protest Award:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidder, may submit to the City of Sherwood a written protest of the City's Intent to Award within seven (7) calendar days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

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

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

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

Remove the second paragraph from the following subsection and replace with the following:

00130.40 Contract Submittals –

(b) Certificates of Insurance

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

Add the following Subsection:

00130.40 Contract Submittals –

(f) State of Oregon Statutory Public Works Bond

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

SECTION 00140 – SCOPE OF WORK

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

Add the following Subsection:

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

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

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

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

Add the following text to the following subsection:

00140.70 Cost Reduction Proposals –

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

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

Add the following bulleted item to the following subsection:

00140.90 Final Trimming and Cleanup

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

SECTION 00150 – CONTROL OF WORK

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

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

00150.10 Coordination of Specifications and Plans –

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

- Contract Change Orders;
- Permits from governmental agencies;
- Addenda
- Special Provisions;
- Contract Agreement
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Supplemental Specifications/Special Provisions;
- Standard Specifications; and
- All other contract documents not listed above.

Engineer provided notes on a drawing shall take precedence over drawing details.

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

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

00150.15 Construction Stakes, Lines and Grades

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

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

disturbance of any property corners, monuments and/or survey markers is necessary, then the Contractor shall contact the City Project Manager prior to any removal of any property corners or monuments. Property corners or monuments shall be restored in compliance with all rules and regulations by an Oregon licensed land surveyor.

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

00150.30 Delivery of Notices –

Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By email.

Add the following text to the following subsection as noted:

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

(d)(1) Stamped Working Drawings –

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

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

00150.40 Cooperation and Superintendence by the Contractor –

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

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

- Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
- Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.

Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.

(b) Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:

- Appointees shall be competent to manage all aspects of the Work.
- Appointees shall be from the Contractor's own organization.
- Appointees shall have performed similar duties on at least one previous project of the

size, scope and complexity as the current Contract.

- Appointees shall be experienced in the types of Work being performed.
- Appointees shall be capable of reading and thoroughly understanding the Plans and Specifications.

(c) The appointed single Superintendent, or any alternate Superintendent shall:

- Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
- Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
- Have full authority and responsibility to promptly execute orders or directions of the Engineer.
- Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.
- Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner/Operators.
- Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
- Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
- Carefully protect and preserve the Engineer's marks and stakes.

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

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

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

00150.50 Cooperation with Utilities:
(b) Agency Responsibilities –

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

the franchise utility during construction.

Add the following text to the following subsection as noted:

00150.95 Final Acceptance

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

- Special guarantees and bonds;
- Separate waivers of liens for subcontractor, supplies, and other with lien rights against property of owner;
- Final pay estimate;
- Releases from BOLI;
- Evidence that the Maintenance Bond will remain in effect for two years following the date of Final Acceptance;
- Red-lined as-built drawings showing locations of all improvements constructed as part of this project.

Add the following text to the following subsection as noted:

00150.96 Maintenance Warranties and Guarantees

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

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

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

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

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following text to the following subsection as noted:

00170.70(a) Insurance Coverages –

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

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

Add the following text to the following subsection as noted:

00170.70(c) Additional Ensured –

Add the following as Additional Insureds under the Contract:

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

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

Add the following text to the following subsection as noted:

00170.72 Indemnity/Hold Harmless –

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

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

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

SECTION 00180 – PROSECUTION AND PROGRESS

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

Delete the following subsection:

00180.20(a) – Subcontracting Limitations, General

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

00180.21 Subcontracting:

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

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

If the Engineer revokes consent to subcontract, the Subcontractor shall be immediately removed from the Project Site.

Add the following bulleted items to the following subsection:

00180.40 Limitation of Operations:

(a) In General –

- Limited hours of construction between 8:00 AM until 6:00 PM, Monday through Friday. Except as otherwise noted in the Bid Drawings.
- Construction is prohibited on Saturdays and Sundays without prior written approval from the Engineer.
- Construction activities include all field maintenance of equipment, refueling, and pick-up and delivery of equipment, as well as actual construction activities.

- Construction vehicles shall park on the construction site, at location(s) indicated on the Contract Drawings, or at location(s) approved by the Agency. Contractor parking shall not interfere with the everyday operations of the surrounding area.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

Add the following subsection:

00180.40(c) Specific Limitations –

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

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

Add the following text to the following subsection:

00180.41 Project Work Schedules:

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

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

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

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

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

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.

- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

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

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

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

Add the following text to the following subsection:

180.41(b)(2) Detailed Schedule -

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

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

Add the following subsection:

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

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

Add the following subsection:

00180.41(b)(5) Customer Service Element to Construction Schedule – Construction will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience to residents and commuter traffic. As a supplement document to the Contractor's construction schedule, the contractor shall submit, prior to the pre-construction conference, a plan to the Engineer that identifies: construction sequencing and timing, expected disruptions to residents, and a public safety plan that explains procedures on how the Contractor will maintain safe continuous ingress and egress for pedestrians and vehicular traffic including personal use by residents, mail and newspaper delivery, garbage collection and other daily deliveries, as applicable.

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

00180.42 Preconstruction Conference:

Within seven (7) working days of the Notice of Award, the Contractor is required to contact the Agency to schedule the preconstruction conference.

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

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

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

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

- Bonds and Insurance

- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Right-of-way, Easements and Temporary Construction Easements

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

Add the following Subsection:

00180.50(h) Contract Time –

All Work under the contract, except vegetation establishment, must be completed by August 3, 2026.

Work on this project may not commence until after the contract is signed by both the contractor and the City. City Council approval and expiration of the 7-day protest period is required prior to the City Manager signing the contract. City Council approval of the resolution for the City Manager to sign the contract is anticipated to occur **March 3, 2026**, at the City Council Meeting. Expiration of the protest period is anticipated to occur on **March 2, 2026**.

Add the following text to the following subsection:

00180.85(b) Liquidated Damages –

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

Delete the following subsection:

00180.85(b)(1) Single Contract Time

Delete the following subsection:

00180.85(b)(2) Multiple Contract Times

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

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

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

00190.20(g) Agency-Provided Weigh Technician –

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

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

Contractor shall submit weigh records to project engineer prior to any progress payment.

SECTION 00195 – PAYMENT

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

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

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

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

00195.50(c) Forms of Retainage

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

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, savings bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5). Amounts retained will be included in the final payment made according to 00195.90.

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

Modify the third paragraph from the following subsection as noted:

Add the following subsections as follows:

00195.90 Final Payment

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

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

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

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

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

Add the following text to the following subsection:

00199.20 Protest Procedure –

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

Delete the following subsection:

00199.20 Protest Procedure –

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

Add the following subsection:

00199.30 Claims Procedure –

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

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

Add the following text to the following subsection:

00199.40(b) Step 1: Region Level Review

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

Modify the text of the following subsection as noted:

00199.40(c) Step 2: Agency Level Review

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

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

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

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

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

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

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

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

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

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

Delete the following subsection in its entirety.

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

Add the following subsection:

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

PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

SECTION 00210 – MOBILIZATION

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

Add the following text to the following subsection:

00210.90 Payment –

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

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

00220.02 Public Safety and Mobility

- Do not block driveways ~~for more than two hours~~ except as noted in the Contract Drawings unless otherwise authorized in writing.
- Do not stop or hold vehicles on any streets or driveways within the project site for more than 5 minutes.
- Do not install traffic control signs in a manner in which they will block an open bike lane or open walkway.
- Notify the City of Sherwood Police Department of all changes to the traffic control prior to implementing the change. Contact Dan O'Loughlin at oloughlind@sherwoodoregon.gov (ph.503-925-7102) and traffic@TVFR.com.
- Notify the Tualatin Valley Fire & Rescue Department of all changes to the traffic control prior to implementing the change. Contact Amber Cross at amber.cross@tvfr.com (Ph. 503-259-1517).
- Notify the Sherwood School District of all changes to the traffic control prior to implementing the change. Contact Casey Jebens at cjebens@sherwood.k12.or.us (Ph. 503-692-9414).
- Notify the United States Post Office of all changes to the traffic control prior to implementing the change. Contact Patricia Becker at patricia.a.becker@USPS.gov.
- Notify Pride Disposal of all changes to the traffic control to occur on Fridays prior to implementing the change. Contact Kristen Tabscott at ktabscott@pridedisposal.com (Ph. 503-625-6177).

- Carbon copy City Project Managers at lams@sherwoodoregon.gov and christensenc@sherwoodoregon.gov and City Inspector strilinga@sherwoodoregon.gov all traffic control notification emails.

Add the following bulleted items to the following subsection:

00220.40 General Requirements
(c) Driveways –

- Communicate with all affected property owners at least 48 hours in advance of any work which will affect access to the property.

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

00220.40 General Requirements
(e) Lane Restrictions:
(1) Closed Lanes –

- The contractor shall maintain one lane of traffic on both SW Washington Street and SW Division Street at all times except as needed for cement treatment and asphalt placement operations. Contractor is responsible for all barricades, signage, detour signage, and any other traffic control measures necessary for performing the work shown in the plans. Contractor to notify residents at least 48 hours prior to street closure. It is the Contractor's responsibility to maintain a safe working area for workers, vehicular traffic, bicycle traffic, and pedestrian traffic.
- The contractor shall submit a traffic control plan for vehicles conforming to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) for approval prior to the start of construction. Traffic control plan shall show phasing/sequencing plan and shall be subject to the approval by the City.
- Traffic control shall include all pavement marking removal, temporary pavement marking, barricades, delineators, signage, flaggers, Portable Changeable Messaging Sign (PCMS), and all incidentals necessary to complete the work to be paid for under the bid item "Temporary Work Zone Traffic Control, Complete".
- The contractor is responsible for the implementation of a traffic control plan and its continued functioning for the protection of construction workers, vehicular traffic, bicycle traffic, and pedestrians. All traffic control devices/signage shall be in accordance with the MUTCD. Approval of the traffic control plan by the City of Sherwood does not negate the contractor's responsibility to maintain a safe work zone. The City of Sherwood bears no liability for the contractor's implementation of a traffic control plan.
- The contractor is responsible for maintaining emergency vehicle access to all properties at all times.
- The contractor is responsible for maintaining access for mail and trash (Friday) and school bus services at all times.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00221.01(d) Field Adjustments to Traffic Control Plan –

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

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

00221.10 General – Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled “Manual on Uniform Traffic Control Devices for Streets and Highways”. Use new TCD or TCD meeting the "Acceptable" quality category of the ATSSA publication for all installations unless otherwise specified. Provide test results, quality compliance certificates, equipment lists, and drawings when specified. Acceptance will be by the QPL, test results, quality compliance certificates, equipment lists, drawings, and testing as necessary to assure compliance with the Specifications. After TCD have been installed and accepted on the Project, inspect and maintain the condition of the devices.

Add the following text to the following subsection:

00221.98 Payment, Method “B” – Lump Sum Basis –

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

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

Payment shall also include payment for the Contractor supplying approved traffic control plans as specified in the Provisions.

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

SECTION 00270 – TEMPORARY FENCING

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

Add the following text to the following subsection:

00270.10 Material – Type of temporary fencing will be orange construction fence, 4', heavy-duty with T-posts placed 10 feet max off center.

Add the following bid item to the following subsection:

00270.90 Separate Item Basis –

Pay Item	Unit of Measurement
(d) Orange Construction Fence	Foot

SECTION 00280 – EROSION AND SEDIMENT CONTROL

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

Add the following text to the following subsection:

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands

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

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

Add the following text to the following subsection as noted:

00280.40 Installation –

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

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

- Deposits or tracking of mud, dirt, sediment or similar material exceeding 1/2 cubic foot in volume on any private or public street or adjacent property, or into any storm or surface water drainage system, either by direct deposit, dropping or discharge, or as a result of erosion; or
- Evidence of concentrated flows of water over bare soils; turbid or sediment-laden flows; or evidence of on-site erosion, such as rivulets on bare slopes where the flow of water is not filtered or captured on the site; or
- Earth slides, mudflows, earth sloughing, or other earth movement off the Project site.

Modify the following text in the following subsection:

00280.90 – Payment

The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Erosion Control, Complete	Lump Sum

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

Add the following text to the following subsection:

00290.10 Staging and Disposal Sites –

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

Add the following subsection

00290.30(a) Pollution Control Measures

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.

- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

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

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

PART 00300 – ROADWORK

SECTION 00305 – CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications supplemented and modified as follows:

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

00305.00 Scope – Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors" January 15, 2021 Edition. This manual is available on the web at:

https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

A base AutoCAD will be made available to the contractor's surveyor that may be useable for construction staking.

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

Contractor shall have disturbed monuments reset by an Oregon Professional Land Surveyor, including any filing costs.

Add the following Section:

00305.10 Definitions –

“Construction Survey Work” – Surveying work necessary for the construction of the project. Includes cost of any resetting of monuments due to construction activities to perform all work as shown in the contract drawings. Contractor to notify City Project Manager of any property corners/monuments that are in conflict with the construction work. Contractor may not remove monuments without approval of City Project Manager. Includes post construction surveying work to provide as constructed data. This work shall include surveying all new manholes, catch basins and cleanouts for horizontal location, rim elevations and invert elevations.

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

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

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

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

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

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

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

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

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

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

Add the following text to the following subsection:

00310.00 Scope –

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

- Saw cutting.

- Plugging or capping of existing abandoned pipes or pipes to be abandoned.
- Removal and reinstallation of signs as necessary during construction. Final placement of signs by City of Sherwood Public Works.
- Removal of pavers, bricks, and rocks.
- Removal of rock as necessary for catch basin removal.
- Removal of asphalt and rock as necessary for curb removal.
- Other miscellaneous structures or obstructions encountered in the field designated to be removed or relocated by the engineer.

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

00310.44 Earthwork in Connection with Removal –

Excavation required to perform removal of structures and obstructions will be considered Incidental to the removal work.

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

Add the following bid item to the following subsection:

00310.92 Separate Item Basis –

Pay Item	Unit of Measurement
(i) Removal of Concrete Curbs.....	Foot
(j) Removal of Catch Basins.....	Each
(k) Removal of Asphalt Walks and Driveways.....	Square Yard
(l) Removal of Concrete Walks and Driveways.....	Square Yard

Items (k) and (l) include capping or plugging existing abandoned utilities when encountered during removal work.

SECTION 00320 – CLEARING AND GRUBBING

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

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

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

- Clearing of brushes and trimming of trees.
- Removal of tree.
- All areas necessary for completing the work as approved by the Engineer.

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

00320.40(b)(4) Salvaging Vegetation and Natural Materials –

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

Contact homeowners at least 48 hours prior to any tree/shrub work required for construction.

Delete the second bulleted item and add the following text to the following subsection:

00320.40(c) Tree and Vegetation Trimming –

- Trim branches over street as necessary for construction work.

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

The cost of tree trimming is incidental.

Add the following text to the following subsection:

00320.80 Measurement –

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

Add the following text to the following subsection:

00320.90 Payment –

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

SECTION 00330 – EARTHWORK

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

Add the following text to the following subsection:

00330.02 Definitions –

Grinding and Tilling Asphalt, Rock, and Dirt – The process involves grinding and pulverizing the existing asphalt surface, incorporating the pulverized asphalt into the existing base rock to a depth of 14 inches.

Removal or Reuse of Grinded AC, Rock, and Dirt – The removal or reuse of any excess asphalt and base rock on SW Washington Street and SW Division Street. Asphalt removal associated with pipe installation is included in the cost of installing piping and shall not be paid for under this bid item. A portion of the removal will be used for the widening at SW

Washington Street. This item includes unused portion that will be removed off site as necessary to allow for cement treatment and placement of new asphalt.

Base Rock Grading – The grading, moving, placement and compaction of base rock on SW Washington Street and SW Division Street to achieve the base rock depth necessary in preparation for the cement treatment. This item includes excavating, transporting, stockpiling, placement or compaction of existing aggregate for salvaging within the project. There will be no additional payment for excavating, transporting, stockpiling of base rock for cement treatment of base rock outside of street section and the placement and compaction back to its original location due to shallow utilities.

Add the following subsection:

00330.05 Staging Area –

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

Delete the 1st paragraph of the following subsection and replace with the following:

00330.81 Excavation Basis Measurement – “General Excavation for Street Widening” shall be measured by the cubic yard as hauled off in truck only from street widening area.

Modify the following text in the following subsection:

00330.91 Kinds of Pay Excavation –

(d) General Excavation for Street Widening:

- Other than ~~ditch~~, trench, structure, foundation, toe trench, and ~~borrow excavation~~ and excavation/haul off of materials already covered in “Removal or Reuse of Grinded AC, Rock, and Dirt”.

Add the following bid item to the following subsection:

00330.95 Area Basis Payment –

Pay Item	Unit of Measurement
(a) General Excavation for Street Widening.....	Cubic Yard
(b) Grinding and Tilling Asphalt, Rock, and Dirt.....	Square Yard

00330.96 Lump Sum Basis Payment –

Pay Item	Unit of Measurement
(a) Base Rock Grading	Lump Sum
(b) Removal and Reuse of Grinded AC, Rock, and Dirt	Lump Sum

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications supplemented and/or modified as follows:

Modify the following text in the following subsection:

00331.90 Payment – The accepted quantities of Subgrade Stabilization will be paid for at the Contract unit price, per square yard, for the item “Subgrade Stabilization”.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for excavation, geosynthetic, stone embankment or aggregate backfill material, or water.

SECTION 00344 – TREATED SUBGRADE

Add the following Special Provision section:

Description

00344.00 Scope – This Work consists of treating the upper layer of Subgrade with Water and either lime, chloride, or Portland cement to form a stabilized Course of Material at the locations and to the lines, grades, thicknesses, and Cross Section shown or directed.

00344.01 Definitions:

Treated Subgrade – Subgrade that is improved by the addition of Soil stabilizing Materials.

Materials

00344.10 Soil Stabilizing Materials – Furnish Soil stabilizing Materials meeting the following requirements:

Material	Type	Requirements
Portland Cement	AASHTO M85	Section 02010

Store Materials according to 00165.75.

00344.11 Water – Furnish water meeting requirements of Section 00340.

Construction

00344.40 Preparation –

Before starting Subgrade Work, including backfill, complete all underground Work contemplated in the area of the Subgrade. This requirement includes Work by the Contractor, by the Agency, or by others. Drain all depressions or ruts which contain water.

Existing asphalt surface shall be removed and disposed of off-site unless otherwise approved by the City Project Manager. Existing base rock/earth shall be removed as necessary to establish subgrade of the roadway in preparation for cement treatment of the subgrade. Removal shall account for the addition of cement treatment and swelling from cement treatment operations.

The existing road base rock shall be tilled to a minimum depth of 10-inches. Cement treatment shall be mixed into the tilled base rock per the requirements of this section.

00344.41 Addition of Stabilizing Material –

Apply stabilizing Materials at a uniform rate as specified using Equipment and methods that will ensure uniformity of distribution. The use of blade graders to distribute lime will not be allowed. Allow only Equipment that is used for watering, applying and mixing the stabilizing Material to pass over the Material until after it is mixed into the Soil. Add water, if necessary, during mixing operations to provide optimum moisture content.

Portland cement content shall be 5-7% by weight as approved by the inspector.

00344.42 Mixing –

Perform mixing operations until the Treated Subgrade Material is uniform and free of streaks or pockets and all Material, other than stones, will pass a 1-inch sieve. Do not allow the content of stabilizing Material to vary by more than plus or minus 1 percent from the amount specified.

Special attention shall be taken around utility structures, survey monument boxes and next to curbs to ensure that the material is thoroughly tilled, mixed with cement, moistened and compacted to the specified depth. Material that is inaccessible to the mixer shall be bladed or shoveled into the tilling and mixing process after which it shall be returned to its original position. Vibratory plate compactors shall be used to achieve compaction of the mixture in areas which are inaccessible to the rollers.

00344.43 Finishing –

After mixing the treated subgrade, grade the mixture to specified line, grade and cross section and compact the mixture to the specified density. Compact and finish within ~~42~~ 4 hours of the addition of cement treatment. During compaction, maintain the mixture at proper grade and cross section and at optimum moisture content.

00344.44 Curing –

After the compaction and finishing of the cement treated base, while it is still moist, a 2-inch base lift of ACP shall be placed covering the entire cement treated base either the day of or the day after cement treatment of the base, as long as it remains moist.

00344.45 Compaction –

- (a) Achieve the required density of Treated Subgrade Materials as specified in 00330.43(b).

- (b) Compact the Subgrade until it is firm and unyielding. Unyielding means no more than 1/4 inch deflection of the Subgrade when proof-rolled with a fully loaded 10 to 12-cubic yard dump truck. Test and proof-roll within 24 hours prior to placing base Material on the Subgrade.
- (c) Over-excavate areas of visible deflection to a depth of 12 inches or more below Subgrade, as directed. Place geogrid (supplied by City of Sherwood), backfill the over-excavated Subbase area up to the Subgrade elevation with a single Lift of 1 1/2"-0 crushed Rock and compact. Apply the compactive effort until the density of the top 6 inches of the Subbase Rock is as specified in 00641.44(a). In addition, proof-roll these areas to verify if they are firm and unyielding as specified above.
- (d) Notify the Engineer if the specified compaction is not attained. The Contractor may be required to use a modified compaction procedure or apply additional compactive effort. If approved Materials meeting the Specifications cannot be compacted to the required density regardless of compactive effort or method, the Engineer may reduce the required density or direct that alternative Material be used. Do not proceed with finishing or compaction of the Subgrade until the Contractor is able to compact the Material to the satisfaction of the Engineer.

00344.46 Tolerances –

- (a) Rework areas found to be deficient in thickness by more than 3/4 inch, and add fresh stabilizing Material in an amount equal to one-half the original amount.
- (b) Finish the surface of the Treated Subgrade so that it does not vary by more than 0.06 foot from the established line, grade, and Cross Section and be free of ruts, depressions, and irregularities. When tested with a 12 foot straightedge, the maximum variation of the finished surface from the testing edge is 3/4 inch.

00344.47 Work Near Underground Utility Infrastructure:

The contractor is responsible for locating shallow utility lines and determining their depth prior to performing any work that may be detrimental to shallow utilities. Contractor field locating, potholing and exploratory excavations are incidental to the work.

Contractor to use caution to not damage shallow utilities. Utilities damaged by the contractor's operations shall be replaced at the contractor's expense.

All other utilities (public and private) that conflict with tilling operations, cement treatment shall occur up to a distance and/or depth approved by the owner/provider of that utility. It is the Contractor's responsibility to notify the utility provider of any conflicts prior to performing work detrimental to the utility infrastructure.

Measurement

00344.80 Measurement – The quantities of Treated Subgrade will be measured on the area basis, measured along the lines and grades of the area actually treated.

The quantities of Soil stabilizing Materials will be measured on the dry weight basis. Packaged Materials will be accepted at the net weight shown by the manufacturer, subject to periodic verification and approval. Provide a certificate with each shipment together with a certified copy of the weight of each delivery. Measurement of stabilizing Material will not

include any which is lost, displaced, used in reworking, used in restoration Work or used contrary to direction.

Payment

Modify the following text in the following subsection:

00344.90 – Payment

The accepted quantities of Treated Subgrade and Soil stabilizing Materials will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(b) Portland Cement	Ton
(c) Treated Subgrade, 10-Inches Thick	Square Yard

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- Draining water from the Subgrade
- Soil stabilization Work
- Smoothing the Subgrade in preparation for staking
- Blading, shaping and compacting the Subgrade, including Roadbed Materials, to final line, grade and Cross Section

PART 00400 – DRAINAGE AND SEWERS

SECTION 00405 – TRENCH EXCAVATION, BEDDING AND BACKFILL

Comply with Section 00405 of the Standard Specifications supplemented and/or modified as follows:

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

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

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

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

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

00405.14 Trench Backfill

(a) Class A Backfill – Class “A” backfill material shall be adequate native material.

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

Add the following text to the following subsection:

00405.41(b) Open Trench Limit –

For trenches/pits in driving areas, either steel plates pinned and anchored with asphalt, or backfill and asphalt patch all trenches/pits (1” minimum thickness on SW Division St, or up to grade on SW Washington St) until such time as the permanent trench resurfacing is placed. Provide reflective cones and appropriate signing as required by Sections 00220 and 00225. Clean work area and roadway surrounding trench of any loose material or aggregate prior to leaving site at the end of each day. In non-driving areas, either steel plates, backfill or safety fencing may be used. All trenches/pits must be filled/protected by the end of each workday. All trenches/pits shall be protected throughout construction operations with appropriate traffic control measures implemented for the safety of drivers and pedestrians.

Add the following text to the following subsection:

00405.43 Dewatering –

Dewatering within SW Washington St shall be pumped into a filter bag at a location approved by the inspector. Downstream barriers will likely be required (biobag dams, etc.). Contractor to ensure that water from dewatering operations does not drain into any neighboring properties.

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

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

Add the following text to the following subsection:

00405.44 Trench Foundation –

No payment will be made for overexcavation of trench when not authorized by City Project Manager.

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

Add the following text to the following subsection:

00405.46 Backfilling –

(c) Trench Backfill

(2) Class A, B, C or D Backfill –

Trenches within existing asphalt paving within SW Division Street shall have asphalt hot patch (1” minimum thickness) by the end of each work week.

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

00405.46 Backfilling –

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

Add the following text to the following subsection:

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

Add the following subsection:

00405.83 Dewatering – No measurement will be made for dewatering.

Modify the text of the following subsection as follows:

00405.90 Payment –

Pay Item	Unit of Measurement
(c) Trench Foundation.....	Ton or Cubic Yard

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

No separate or additional payment will be made for:

- trench excavation
- trench backfill
- saw cutting
- trench protection
- pipe bedding
- pipe zone material
- dewatering
- Potholes
- Construction idle time due to rock or boulder removal or dewatering operations

SECTION 00411 – PIPE BURSTING

Comply with Section 411 of the Standard Specifications modified as follows:

Add the following subsection:

00411.02 Pipe Burst Preparation – Pipe burst preparation is all work necessary (pothole, pipe video, etc.) to locate existing laterals, bellies, and new structures to complete the work shown in the Contract Drawings. This also includes receiving and insertion pit excavation, granular backfill, and pavement and curb restoration associated with pipe bursting.

Add the following subsection:

00411.03 Service Line Reconnection in New Pavement – includes reconnecting sanitary sewer service line to the sewer main located in areas that are being repaved between SW Division Street and SW Tualatin Street.

Add the following subsection:

00411.04 Service Line Reconnection in Existing Pavement – includes reconnecting sanitary sewer service line to the sewer main located in areas that are not being repaved between SW Tualatin Street and SW Willamette Street.

Add the following text to the following subsection:

00411.42 Installation –

- (a) **Pipe Bursting** – The maximum allowable belly in a section of sanitary sewer that has been pipe burst is 1/2-inch. The contractor may desire to replace sections of pipe prior to pipe bursting to keep in compliance with this requirement. Any work performed to the sanitary sewer system to bring the system in compliance with the 1/2-inch maximum belly is incidental.

Existing bellies are not anticipated due to the slope of the sewer pipe and video inspection. Sewer video will be provided on the RFP page to review for bidding purposes only and not in lieu of video pipe inspection.

Add the following text to the following subsection:

00411.43 Connections –

Terminal sections of pipe that are joined within the insertion pit shall be connected with a full circle pipe repair clamp approved by the Engineer.

Butt fusion welding of joints in the trench shall not be allowed without the approval of the Engineer.

All fusion joints shall follow the welding procedures set forth by the pipe manufacturer.

Data logging of fusion joints shall be used on all welds and be submitted for review and documentation.

No non-standard and or non-proven equipment or techniques shall be used to install and fuse the HDPE pipe.

Add the following subsection:

00411.44 Bypass Pumping – The Contractor shall have all bypass pumping and sewage diversions for the sewer line to be burst in place and operational prior to the bursting operation. See Section 00490.50 Sewage Bypass Facilities.

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

00411.71 Testing –

- (a) **Cleaning** – Prior to internal testing of the pipe, the Contractor shall ball and flush and

clean all parts of the system by removing all accumulated construction debris, rocks, gravel, sand, silt, and other foreign material from the pipe. Cost is incidental.

(b) Testing – Conduct pipe testing according to Section 00445.72.

(c) Inspection – After completing installation of the HDPE pipe, the Contractor shall conduct a low pressure air test complying with Clean Water Services Construction Standards, and an internal video inspection complying with Section 00445.74. Any sag greater than 1/4-inch found in the new pipe installed by pipe bursting shall be eliminated to the satisfaction of the Engineer at no additional cost to the City.

Add the following text to the following subsection:

00411.80 Measurement – No measurement will be performed for the bid item “Pipe Burst Preparation”.

Modify and add the following text to the following subsection:

Pay Item	Unit of Measurement
(a) Pipe Bursting, 8” HDPE DR 17 Sanitary Sewer Pipe.....	Foot
(b) Service Line Reconnection in New Pavement.....	Each
(c) Service Line Reconnection in Ex. Pavement.....	Each
(d) Pipe Bursting Preparation.....	Lump Sum

Items (b) and (c) include reconnecting service line to main sewer line, 10 feet of service lateral piping from the main sewer line, and tees and bends required for reconnection.

Item (c) includes saw cutting, curb and gutter removal and replacement, asphalt removal and replacement, and landscape restoration that is required for the service line reconnection.

Video inspection, sanitary bypass facilities are paid under a separate bid item.

SECTION 00415 – VIDEO PIPE INSPECTION

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

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

00415.20 Mainline Inspection Equipment –

(a) Camera and Lighting

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

Add the following subsection:

00415.40 Video Inspection:

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

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

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

Add the following text to the following subsection:

00415.41 Pre-Installation Video Inspection –

The contractor shall perform pre-construction video inspection as necessary to perform the work in Subsection 00411.02 "Pipe Burst Preparation". Pre-construction video inspection will be paid for under the bid item "Pipe Burst Preparation".

Add the following text to the following subsection:

00415.41 (c) Lateral Inspection –

The contractor shall perform pre-construction video inspections on all sanitary sewer laterals. Coordinate with city inspector to determine limits of sanitary sewer lateral replacement. Do not replace laterals without coordination with the city inspector.

SECTION 00440 – COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

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

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

Add the following text to the following subsection:

00445.01

(b) Descriptive Terms -

Reconnect Storm Drain to Street – Reconnect any existing storm drains that drains out to the street through weep holes in the curb.

Add the following subsection:

00445.76 Cleaning of Storm Facilities – All storm piping, catch basins, inlets and manholes shall be cleaned and free of sediments, debris and obstructions prior to final acceptance. Any sediments, debris and obstructions entering existing catch basins, storm piping, storm manholes, ditches and water quality facilities, as determined by the Engineer, shall be cleaned by the contractor. The cost of cleaning is incidental.

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

00445.91 Payment –

Pay Item	Unit of Measurement
(n) 12-Inch, PVC Storm Pipe	Foot
(o) 10-Inch, PVC Storm Pipe	Foot
(p) 6-Inch, PVC Sanitary Sewer Pipe	Foot
(q) 4-Inch, PVC Sanitary Sewer Pipe	Foot
(r) Reconnect Storm Drain to Street	Each

Item (r) will also include curb concrete scoring, fernco or approved equivalent adaptor, 3-inch or 4-inch ABS piping, asphalt surfacing for shaping around storm pipe.

No separate or additional payment will be made for:

- Saw cutting
- Asphalt surface removal
- Securing existing utilities to perform trench excavation, pipe installation and trench bedding and backfill
- Trench stabilization
- Trench excavation, bedding, pipe zone material, and trench backfill
- Tracer wire

SECTION 00470 – MANHOLES, CATCH BASINS AND INLETS

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

Add the following subsection:

00470.49 Manhole Base Channeling –

Ensure that all manholes have positive flow through the manhole (no puddling).

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

00470.90 Payment –

Pay Item	Unit of Measurement
(l) Concrete Storm Sewer Manhole	Each
(m) Concrete Storm Sewer Flat Top Manhole	Each
(n) Catch Basins, CG-30.....	Each

No separate or additional payment will be made for:

- Pit stabilization.
- Saw Cutting.
- Asphalt surface removal.
- Securing existing utilities to structure trench excavation, structure installation and structure bedding and backfill.
- Connections to piping.
- Removal of existing piping.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

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

Add the following subsections:

00490.02 Connection to Existing Sanitary Manhole – This work consists of any work, materials, and equipment necessary to connect a new sewer main to an existing manhole including rechanneling of the manhole.

Add the following subsections:

00490.03 Connection to Existing Storm Sewer Manhole – This work consists of any work, materials, and equipment necessary to connect a new storm sewer main to an existing manhole including rechanneling of the manhole.

Add the following text to the following subsection:

00490.40 General –

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

Add the following text to the following subsection:

00490.50 Sanitary Bypass Facilities

- (a) The Contractor shall submit a "Sanitary Sewer Diversion Plan" to the Engineer prior to the start of construction. The Sanitary Sewer Diversion Plan shall describe the Contractor's proposed method of managing and conveying all flows during all phases of construction. The plan shall contain, at a minimum, a plan view of the diversion facilities on a site map, and the individual components including but not limited to: pump types, size and placement; diversion pipe size, type, and placement above and below ground, power supplies, method of damming the flow, and redundancy.

- (b) When necessary, the flow shall be diverted by pumping to the next downstream manhole. The Contractor shall provide pumps of appropriate capacity to meet actual flow conditions, and piping to divert flow to downstream sewer lines. All sewage diversion piping shall be leak proof. Surface restoration that is required for installing sewage diversion piping and other appurtenances is incidental to the sewage by-pass item and shall meet the Contract requirements. Contractor shall have a back-up pump of equal capacity on-site at all time during pumping operations in case of pump failure.
- (c) Bypass pumps shall include noise attenuation system. Generators must meet or exceed requirements imposed by local noise ordinances. If necessary, the Contractor shall use sound baffles and temporary sound walls to deflect sound from generators and pumps away from residential areas.
- (d) Diversion of all sewage flow shall be maintained at all times. No pumping is allowed outside of work hours. A qualified operator who is capable of emergency repairs or able to mobilize forces to handle power, pump, or other problems shall be on site near the pumping system at all times. The Contractor shall be responsible for continuity of flow and uninterrupted sewer service to each facility connected to the sewer during the execution of the work. All pipe connections shall be water-tight.
- (e) The Contractor shall incorporate redundant pumps and power supplies and have personnel on site to monitor pumped flow diversion system continuously. Personnel monitoring the pumped diversion must also be capable of starting backup system capable of handling diversion flows. Back-up power sources and pumps shall have the same capacity as the primary pumping equipment.
- (f) Leaking pipes and pumps shall be replaced or repaired immediately. Sewage spills shall be cleaned up immediately. The Contractor shall have sufficient equipment and materials at the work site to immediately cease, contain and clean up any sewage release that occurs during diversion operations. The Contractor shall be responsible for all fines, cleanup, repair, property damage costs and other claim costs resulting from sewage release, including sewage entrance into buildings.
- (g) No sewer diversion operation may proceed unless the Contractor has the following items at the work site:
 - (1) Dry granular lime, and/or a 10% bleach solution, of sufficient quantities as determined by the Engineer, to be spread on any sewage release (defined as sewage being backed up or discharged to any unintended place or causing a threat to public health or safety) as a disinfectant. Disinfectants may not be directly applied to any surface waters, streams, creeks, wetlands or other natural or manmade surface water conveyance facilities when water is present.
 - (2) Equipment to secure the area of sewerage release and isolate the public from accessing the release site. As a minimum, include barricades and caution tape.
 - (3) The equipment and materials on hand to stop the release and repair the failed item.
 - (4) Equipment and materials to clean and disinfect the site, rake up solid debris, and to dispose of material properly.

(h) Immediately notify the City and the Oregon Emergency Response System (OERS) at 1-800-452-0311, if the spill is directly into any water body of the State, and provide the following information:

- (1) Release site.
- (2) Date and time release started and stopped if known.
- (3) Release flow rate and estimate of volume.
- (4) Receiving stream or watercourse.
- (5) Action taken to stop release.
- (6) Cause of release.
- (7) Clean-up actions

00490.80 Measurement –

The quantity of “Connection to Ex. Sanitary Sewer Manhole” and “Connection to Ex. Storm Manhole” will be measured on the unit basis. There will be no measurement for “Sanitary Bypass Facilities”.

Modify text and add the following pay item to the following subsection:

00490.90 Payment –

Pay Item	Unit of Measurement
(k) Sanitary Bypass Facility	Lump Sum
(l) Connection to Ex. Sanitary Manhole.....	Each
(m) Connection to Ex. Storm Manhole.....	Each

PART 00500 – BRIDGES

SECTION 00596B – PREFABRICATED MODULAR RETAINING WALLS

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

Replace the first bullet with the following text:

00596B.04 Proprietary Retaining Walls –

Complete stamped Working Drawings and design calculations according to 00150.35. Minor Retaining Walls do not require stamped Working Drawings unless prepared by a registered professional engineer. Preparation of Working Drawings and design calculations for Minor Retaining Walls does not require professional engineering registration according to ORS 672.060 (See also OAR 820-040-0005(4)(d)(A)).

Add the following text to the following subsection:

00596B.04 Proprietary Retaining Walls –

Retaining Wall Systems shall be Legacy Stone Landscape Wall per Keystone Retaining Wall

Systems, LLC or approved equivalent. Unit color shall be gray.

Modify text and add the following pay item to the following subsection:

00596B.90 Payment –

Pay Item	Unit of Measurement
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(d) 3' High Block Wall	Square Foot
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Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, Labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- Manufacturer's representative
- Excavation, shoring, leveling pads, and specified backfill
- Wall drainage and filter systems
- Cast-in-place and precast standard coping

PART 00600 – BASES

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications Modified as follows:

SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS

Comply with Section 00641 of the Standard Specifications Modified as follows:

Add the following text to the following subsection:

00641.80 Measurement –

Measurement will be on the weight basis. Aggregate base to be used for curb and gutter, and driveways, paid for as its own bid item.

Add the following text to the following subsection:

00641.90 Payment –

Pay Item	Unit of Measurement
(h) Aggregate Base, 3/4"-0"	Ton

PART 00700 – WEARING SURFACES

SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

SECTION 00745 – ASPHALT CONCRETE PAVEMENT – STATISTICAL ACCEPTANCE

Comply with Section 00745 of the Standard Specifications modified as follows:

Add the following text to the following subsection:

00745.02 Definitions:

Level 2, 1/2-Inch ACP, Temporary – “Level 2, 1/2-Inch ACP, Temporary” includes all work, equipment, labor and materials to install temporary ACP at a minimum of 1 inch of thickness as noted on plans. Bid item includes cost of removal of temporary asphalt. Authorization by Engineer or Inspector is required prior to application and removal of temporary asphalt.

Add the following text to the following subsection:

00745.12 Mix Type and Broadband Limits –

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

Modify the text of the following subsection as noted:

00745.49 Compaction:

(b) Normal pavement (Nominal Thickness 2 Inches or Greater):

(3) Moving Average Maximum Density Method

~~When this method is used,~~ compact the ACP to at least the percent of the MAMD applicable for the mix type and lift as follows:

Course of Construction ACP

First ACP lift less than 3 inches placed on aggregate base ~~91.0~~ 92.0 *
All other 92.0

* If any part of the width of a lift at a station requires ~~91.0~~ 92.0 percent, then the entire width of that lift at that station shall be ~~91.0~~ 92.0 percent

Add the following subsection:

00745.51 Longitudinal Joints –

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

Add the following text to the following subsection:

00745.80 Measurement –

- **Area Basis** - Measurement will be the finished surface at limits deemed necessary for installation of the storm sewer, manhole, and water lines by the inspector.

Add the following bid items to the following subsection:

00745.90 Payment –

Pay Item	Unit of Measurement
(c) Level 2, 1/2-Inch ACP	Ton
(d) Level 2, 1/2-Inch, ACP, Temporary	Square Yard

SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS

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

Add the following text to the following subsection as noted:

0746.00 Scope –

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

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

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

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

00746.90 Payment – Crack Sealing is incidental.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

Add the following text to the following subsection:

00759.12 Curb Ramp Treatment –

Truncated domes shall be cast in place type in federal or safety yellow.

Add the following Pay Items to the following subsection:

00759.90 Payment –

Pay Item	Unit of Measurement
(o) Monolithic Concrete Curb and Gutter	Foot
(p) Concrete Curb, Vertical.....	Foot

No separate or additional payment will be made for:

- Sawcutting
- Aggregate base
- Removal of concrete curbs
- Removal of driveways

PART 00800 - PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows:

Modify text and add the following pay item to the following subsection:

00867.90 Payment –

Pay Item	Unit of Measurement
(r) Pavement Bar, Type AB	Square Foot

PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL

SECTION 01030 – SEEDING

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

Add the following text and Pay Item to the following subsection:

01030.00 Scope – “Yard Restoration” covers restoration of all non-paved areas of disturbance to equal or better condition than it was prior to the start of construction, as well as fill with mulch, soil, compost mulch, river rock, and pea gravel to match existing conditions. This work consists of all materials, equipment and labor to complete the work. “Yard Restoration” may also include the removal and reinstallation of plants/shrubs/small trees as necessary to complete the work. Plants/shrubs/small trees replanted by the contractor that do not survive the 2-year maintenance period will be replaced at the contractor’s expense. Includes fill areas behind new curb. All exposed, non-paved surfaces shall have 1-inch thick

layer of either bark mulch or compost mulch.

Add the following text to the following subsection:

01030.11 Topsoil –

Any finish exposed dirt surface to be topped with 2 inches of compost mulch paid by “Selected Topsoil”.

Add the following text to the following subsection:

01030.13(f) Types of Seed Mixes –

The Permanent Seeding mixture shall consist of the following:

20% Delaware Dwarf Perennial Ryegrass

20% Nobility Perennial Ryegrass

30% Silhouette Chewings Fescue

30% Badger Creeping Red Fescue

Or approved equivalent.

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

Existing grassy areas to be restored shall be Hydroseeded with bonded fiber matrix.

Seeding and bonded fiber matrix are incidental to Yard Restoration.

Add the following subsection:

01030.15 Mulch –

(d) Bark Mulch – Bark mulch shall be installed with a 1-inch thickness over landscaping areas that were previously bark mulched unless otherwise instructed by the City Project Manager.

Bark mulch is incidental to Yard Restoration.

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

01030.80 Measurement – There will be no measurement of pay items under this section.

Modify the following subsection as follows:

01030.90 Payment –

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

(n) Yard Restoration	Lump Sum
----------------------------	----------

No separate or additional payment will be made for bark, mulch, gravel of any size, seeding, compost, mulch, or topsoil.

PART 01100 – WATER SUPPLY SYSTEMS

SECTION 01170 – POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications.

Add the following subsection:

01170.01 Definition –

1" Type K Copper Water Service – This work is to replacing the existing 3/4" water service line to each house located between SW Division Street and SW Tualatin Street.

Removal of Valve, Plug, and Abandon Water Line – This work is located at the intersection of SW Division Street and SW Washington Street. The valve is for an abandoned water line running parallel to an active line along SW Washington Street.

Replace 1" Service and Relocate 3/4" Water Meter Assembly – This work is to replace the existing 3/4" water service for 15826 SW Tualatin Street. The water meter assembly will need to be relocated to the back of curb to accommodate the street widening on SW Washington Street.

Add the following text to the following subsection:

001170.41 Reconnecting Existing Services –

Refer to City of Sherwood Engineering Design Manual for service connections and valves.

Modify the following subsection as follows:

01170.90 Payment –

Pay Item	Unit of Measurement
(a) 1" Type K Copper Water Service	Each
(f) Removal of Valve, Plug, and Abandon Water Line	Lump Sum
(g) Replace 1" Service and Relocate 3/4" Water Meter Assembly.....	Each

Item (a) includes reconnecting replaced water services to the existing main, removing existing piping, connection to existing meter, necessary fittings, corp stop, additional piping required, excavation, and backfill.

Item (f) includes removing valve, capping the tee at the water main, plugging abandoned line with grout, and backfill.

Item (g) includes replacing existing 3/4" service with 1" Type K copper water service, additional piping needed to relocate water meter. Piping, fittings, reconnections, and plumbing permit application are incidental to this bid item. Plumbing permit fees will be paid for by the City of Sherwood.

PART 02000 – MATERIALS

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications.

SECTION 02010 – PORTLAND CEMENT

Comply with Section 02010 of the Standard Specifications.

SECTION 02020 – WATER

Comply with Section 02020 of the Standard Specifications.

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030 of the Standard Specifications.

SECTION 02040 – CHEMICAL ADMIXTURES

Comply with Section 02040 of the Standard Specifications.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications.

SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specification.

SECTION 02320 – GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications.

SECTION 02415 – PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications.

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications.

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications.

**SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2 INCH
AND SMALLER**

Comply with Section 02490 of the Standard Specifications.

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specification.

SECTION 02515 – PRESTRESSING REINFORCEMENT

Comply with Section 02515 of the Standard Specifications.

SECTION 02560 – FASTENERS

Comply with Section 02560 of the Standard Specifications.

SECTION 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications.

SECTION 02690 – PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications.

SECTION 03020 – EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications.

Division Five

Supplemental Information

DIVISION 5 - EXISTING CONDITIONS PLAN



NOTES:

- UTILITIES SHOWN ARE BASED ON:
* PUBLIC UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS, PROVIDED PER UTILITY LOCATE TICKET NUMBER 25260502, 25263568.

* THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- FIELD WORK WAS CONDUCTED AUGUST 27-28, 2025.
- HORIZONTAL DATUM: A LOCAL DATUM PLANE DERIVED FROM STATE PLANE OREGON NORTH 3601, INTERNATIONAL FOOT, NAD83(2011)EPOCH: 2010.0000, BY MULTIPLYING BY A PROJECT MEAN COMBINED GROUND SCALE FACTOR OF 1.0001073059 AT A CENTRAL PROJECT POINT WITH STATE PLANE GRID COORDINATES OF N: 623939.6192 E: 7601015.5524 WITH A MERIDIAN CONVERGENCE ANGLE OF -1'39'30". STATE PLANE COORDINATES WERE DERIVED FROM THE TRIMBLE VRS NOW NETWORK.
- VERTICAL DATUM: ELEVATIONS ARE BASED ON WASHINGTON COUNTY BENCHMARK NO. 111, LOCATED AT THE SE CORNER SW SUNSET CT. AND SW MAIN ST. INTERSECTION. ELEVATION = 213.55 FEET (NGVD 29).
- CONTOUR INTERVAL IS 1.00 FOOT.
- THIS IS NOT A PROPERTY BOUNDARY SURVEY TO BE RECORDED WITH THE COUNTY SURVEYOR. BOUNDARIES MAY BE PRELIMINARY AND SHOULD BE CONFIRMED WITH THE STAMPING SURVEYOR PRIOR TO RELYING ON FOR DETAILED DESIGN OR CONSTRUCTION.
- BUILDING FOOTPRINTS ARE MEASURED TO SIDING UNLESS NOTED OTHERWISE. CONTACT SURVEYOR WITH QUESTIONS REGARDING BUILDING TIES.
- TREES WITH DIAMETER OF 6" AND GREATER ARE SHOWN. TREE DIAMETERS WERE MEASURED UTILIZING A DIAMETER TAPE AT BREAST HEIGHT. TREE INFORMATION IS SUBJECT TO ARBORIST INSPECTION.
- FADED BACK AND DENOTED WATER LINES ARE PER CITY OF SHERWOOD GIS MAPS.
- POWER LINE HEIGHT MEASURED AT BOTTOM WIRE AT THE LOWEST POINT BETWEEN POWER POLES ON AUGUST 27, 2025. HEIGHT OF THE POWER LINE WILL VARY THROUGHOUT THE DAY AND SHOULD BE CONSIDERED APPROXIMATE.
- FADED BACK SANITARY SEWER LATERALS ARE PER GIS OVERLAY FROM THE CITY OF SHERWOOD GIS DATABASE.

LEGEND

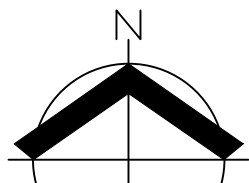
EXISTING

DECIDUOUS TREE
CONIFEROUS TREE
FIRE HYDRANT
WATER BLOWOFF
WATER METER
WATER VALVE
DOUBLE CHECK VALVE
AIR RELEASE VALVE
SANITARY SEWER CLEAN OUT
SANITARY SEWER MANHOLE
SIGN
STREET LIGHT
MAILBOX
MONUMENT OF RECORD

STORM DRAIN CLEAN OUT
STORM DRAIN CATCH BASIN
STORM DRAIN AREA DRAIN
STORM DRAIN MANHOLE
GAS METER
GAS VALVE
GUY WIRE ANCHOR
UTILITY POLE
POWER VAULT
POWER JUNCTION BOX
POWER PEDESTAL
COMMUNICATIONS VAULT
COMMUNICATIONS JUNCTION BOX
COMMUNICATIONS RISER

EXISTING

RIGHT-OF-WAY LINE
BOUNDARY LINE
PROPERTY LINE
CENTERLINE
DITCH
CURB
EDGE OF PAVEMENT
EASEMENT
FENCE LINE
GRAVEL EDGE
POWER LINE
OVERHEAD WIRE
COMMUNICATIONS LINE
FIBER OPTIC LINE
GAS LINE
STORM DRAIN LINE
SANITARY SEWER LINE
WATER LINE
RECLAIMED WATER LINE



SCALE: 1" = 40 FEET

40 0 8 20 40

AKS
AKS ENGINEERING & FORESTRY, LLC
12065 SW HERMAN RD., STE 100
TUALATIN, OR 97062
503.563.6151
WWW.AKS-ENG.COM

ENGINEERING - SURVEYING - NATURAL RESOURCES
FORESTRY - PLANNING - LANDSCAPE ARCHITECTURE

WASHINGTON STREET
RECONSTRUCTION
SHERWOOD
WASHINGTON COUNTY

OREGON
TAX MAP 251328D

COVER SHEET

DESIGNED BY: --
DRAWN BY: JAY
MANAGED BY: IAW
CHECKED BY: BRH
DATE: 9/19/2025

REGISTERED
PROFESSIONAL
LAND SURVEYOR

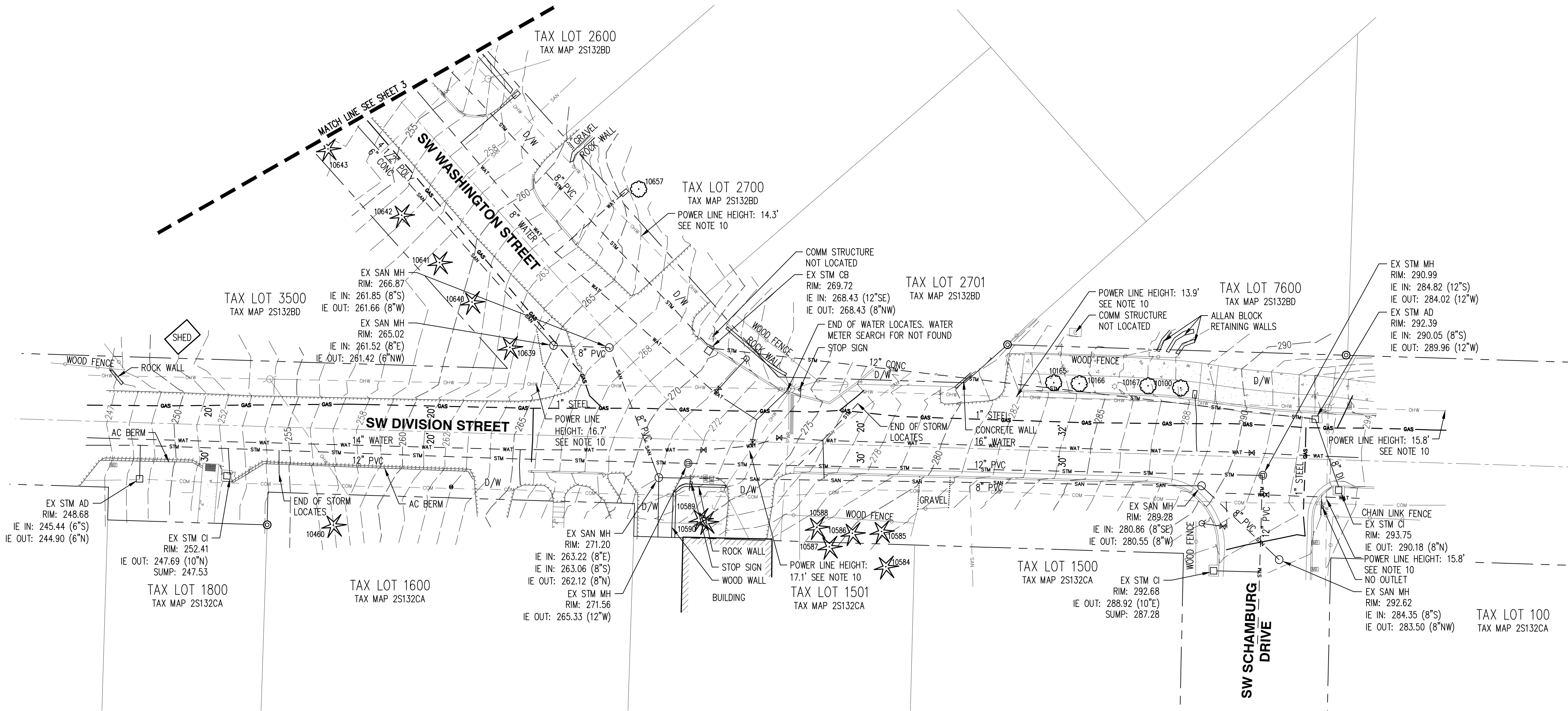
Benjamin R Huff

OREGON
MARCH 14, 2017
BENJAMIN R HUFF
84738PLS
RENEWS: 6/30/27

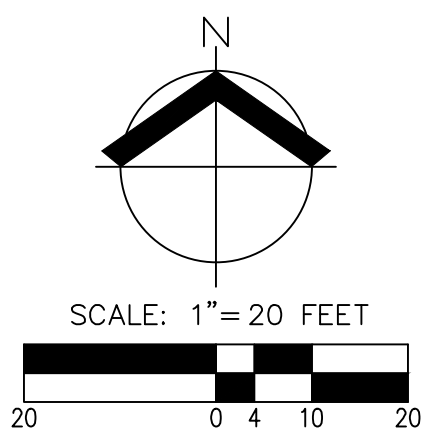
REVISIONS

JOB NUMBER
11604-02

SHEET
1 OF 4



TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)
10100	DECIDUOUS	6.12
10165	DECIDUOUS	10
10166	DECIDUOUS	8
10167	DECIDUOUS	8
10460	CONIFEROUS	18
10584	CONIFEROUS	18
10585	CONIFEROUS	17
10586	CONIFEROUS	15
10587	CONIFEROUS	17
10588	CONIFEROUS	20
10589	CONIFEROUS	20
10590	CONIFEROUS	22
10639	CONIFEROUS	29
10640	CONIFEROUS	20
10641	CONIFEROUS	28
10642	CONIFEROUS	29
10643	CONIFEROUS	40
10657	DECIDUOUS	11



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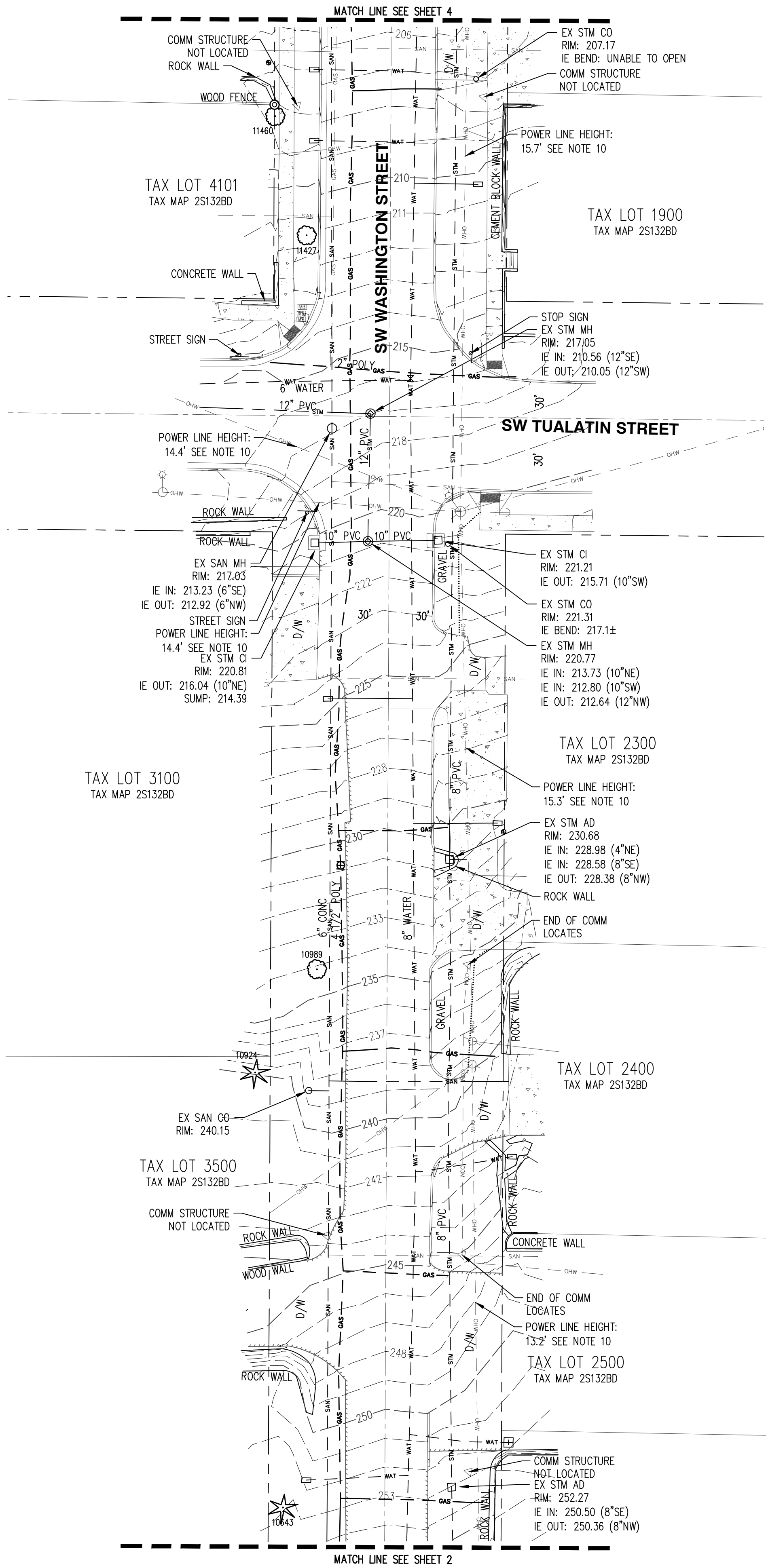
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WASHINGTON STREET
RECONSTRUCTION

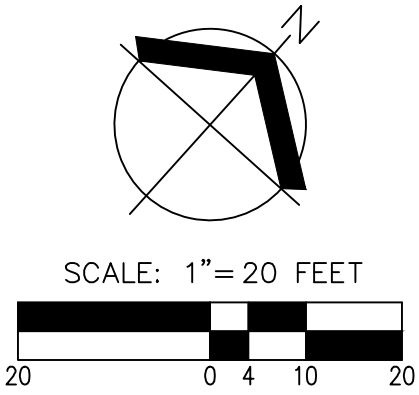
OREGON
SHERWOOD
WASHINGTON COUNTY

EXISTING
CONDITIONS PLAN

DESIGNED BY: ---
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SHEET
2 OF 4



TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)
10643	CONIFEROUS	40
10924	CONIFEROUS	38
10989	DECIDUOUS	8,15
11427	DECIDUOUS	6
11460	DECIDUOUS	6,6



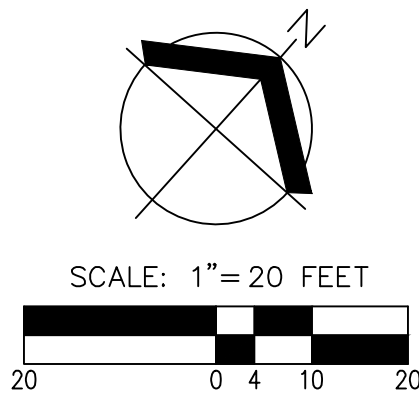
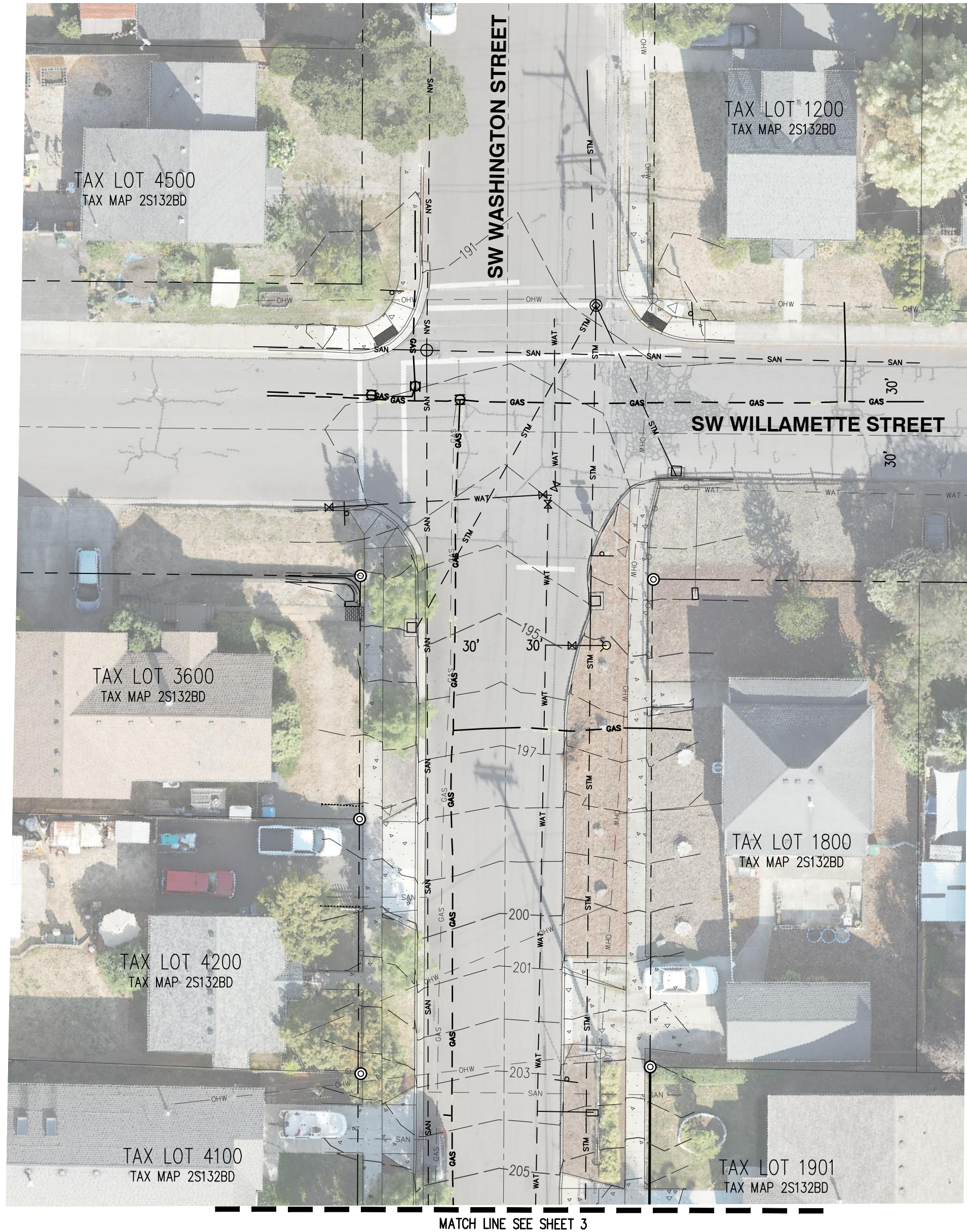
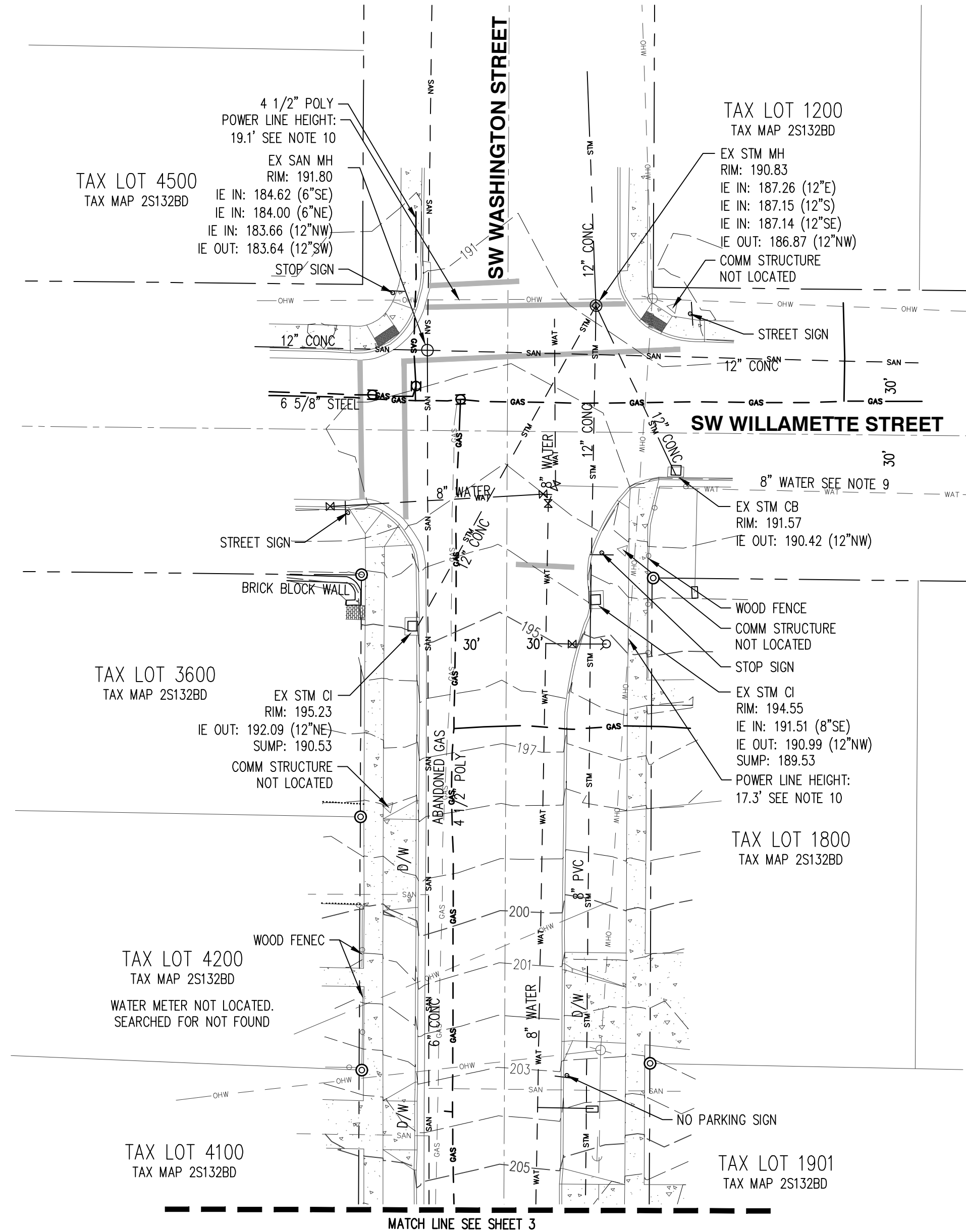
WASHINGTON STREET
RECONSTRUCTION
SHERWOOD OREGON
WASHINGTON COUNTY

EXISTING
CONDITIONS PLAN

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ENGINEERING · SURVEYING · NATURAL RESOURCES
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REGISTERED PROFESSIONAL LAND SURVEYOR	
<i>Benjamin R Huff</i>	
OREGON MARCH 14, 2017 BENJAMIN R HUFF 84738PLS RENEWS: 6/30/27	
REVISIONS	
JOB NUMBER 11604-02	
SHEET 3 OF 4	



WASHINGTON STREET
RECONSTRUCTION
SHERWOOD
WASHINGTON COUNTY

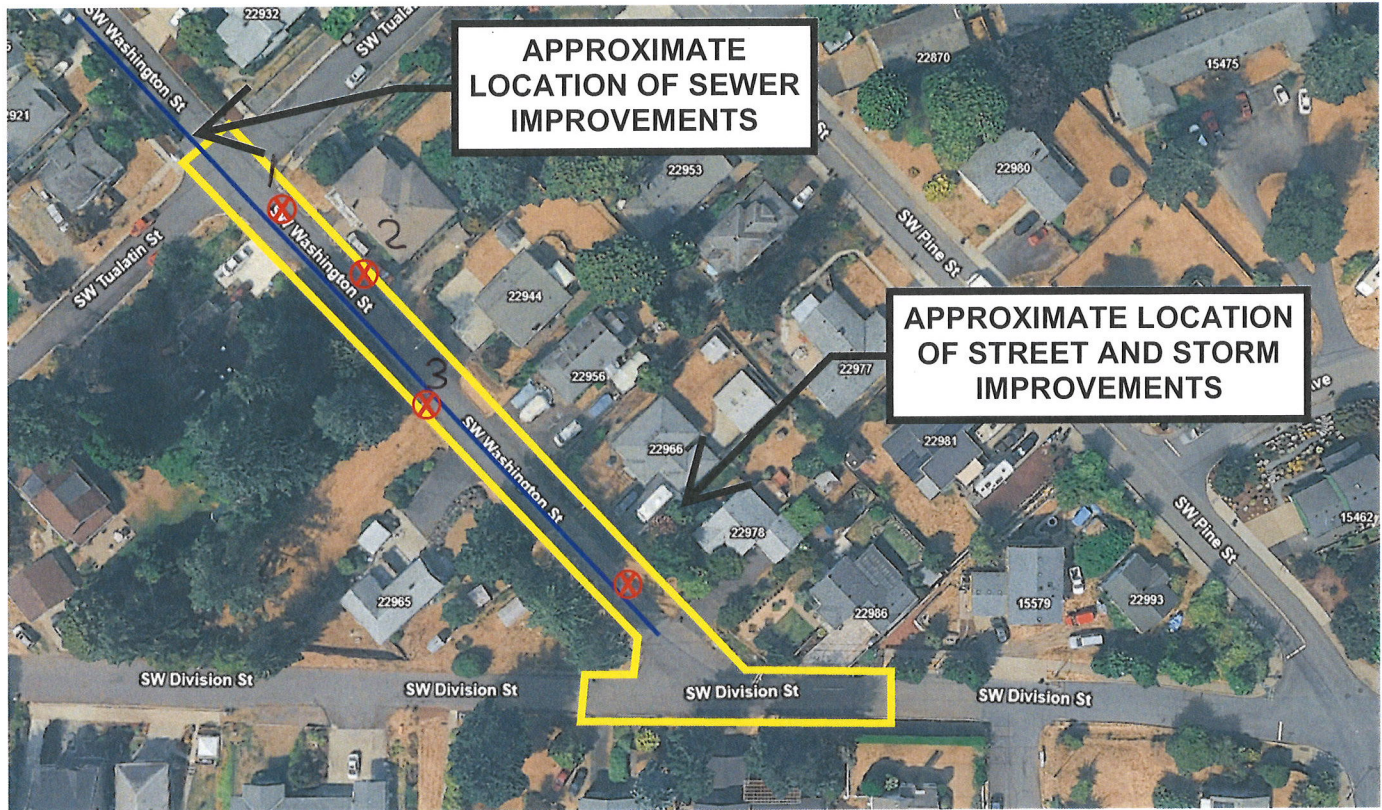
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11604-02
SHEET
4 OF 4

DIVISION 5 - PAVEMENT CORE/POTHOLE DATA

Washington St Street and Utility Improvements Pothole Request Map



Not to Scale

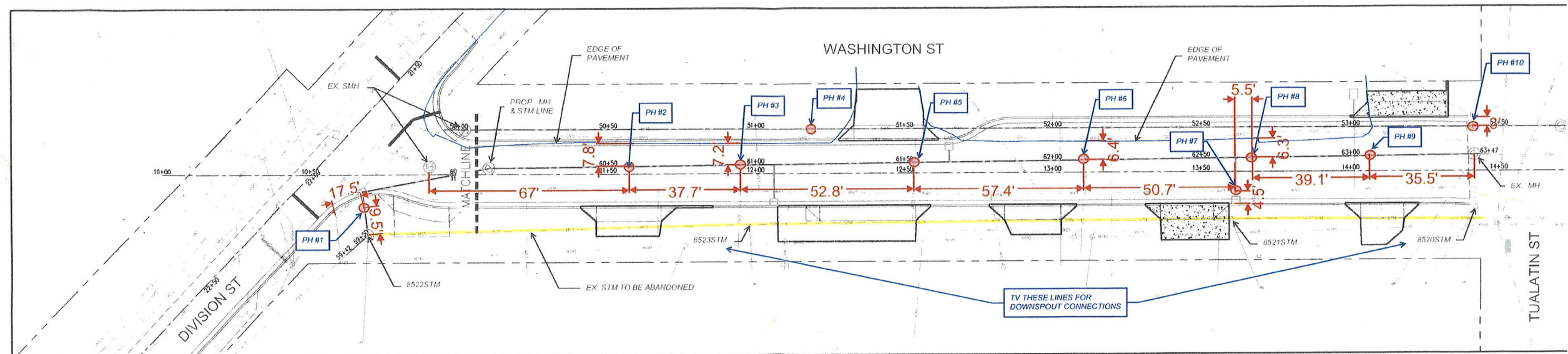
⊗ Approximate Pothole locations

1. 1.5" A then Dirt & rock
2. " Same "
3. " Same "

DIVISION 5 - UTILITY POTHOLE DATA

Washington Street From
Division to Tualatin

1	Water	32"
2	Sewer	38"
3	Gas	22"
4	Sanitary main	40" 172" from edge of asphalt
5	Gas	33"
6	Gas	33"
7	Water main	33"
8	Gas	32"
9	sewer	33"
10	Sanitary	38"
	storm	58"
	Difference	12"



POTHOLE	UTILITY	NEEDS:
#1	WATER	DEPTH
#2	SEWER	DEPTH
#3	GAS	DEPTH
#4	SEWER	DEPTH AND LOCATION
#5	GAS	DEPTH
#6	GAS	DEPTH
#7	WATER	DEPTH
#8	GAS	DEPTH
#9	SEWER	DEPTH
#10	STORM	DEPTH

32" TOP OF PIPE

36"

22"

40" Deep

33"

72" From edge of ASPHALT

LOW
15760
PUMP/STATION

