



REQUEST FOR PROPOSAL

2026 SLURRY SEAL

Volume 1 of 1

Bidding Requirements

April 2026

Owner
City of Sherwood
Public Works Department
15527 SW Willamette Street
Sherwood, OR. 97140
503-625-5722



REQUEST FOR PROPOSAL

- I. PROJECT** **2026 Slurry Seal**
- II. PROJECT MANAGER** Chris Blythe
Operations Manager
City of Sherwood
15527 SW Willamette Street
Sherwood, Oregon 97140
Telephone (503) 925-2313
- III. SCOPE OF WORK**
Contractor will provide all labor, equipment, and materials necessary for the preparation and application of one or more layers of slurry seal. The complete scope of work is defined in Exhibit A.
- IV. SCHEDULE**
- | | |
|--|-----------------------------|
| Request for Bid issued: | April 27, 2026 |
| DJC Notice Publication(s): | April 27 and April 29, 2026 |
| Bids Due: | May 19, 2026 at 2:00 PM |
| Public Works, 15527 SW Willamette Street, Sherwood | |
| Notice of Intent to Award: | May 22, 2026 |
| Pre Construction Meeting: | Date to Follow |
- V. SUBMITTAL REQUIREMENTS**
Sealed bids will be received by the City of Sherwood Public Works Department at 15527 SW Willamette Street, Sherwood, OR 97140 **until 2:00 PM (PTD) on Tuesday May 19, 2026**. Bids received after this time will not be considered. All bids received by the due date & time will be publicly opened and read aloud at the aforementioned location immediately following the bid closing. Bid Proposals WILL NOT be accepted via e-mail or fax.

Each Bidder is required to submit a First-Tier Subcontractor Disclosure Form to the aforementioned location by 4:00 PM (PDT) on the bid closing date. Bid Proposals not accompanying an approved First-Tier Subcontractor Disclosure Form will be deemed Non-Responsive and will not be considered.

Addenda, clarifications and notices will be posted on the City's webpage. Potential bidders are responsible for checking the website on a daily basis. Each addendum must be signed and attached to the Bid Proposal for it to be considered responsive.

The City is not responsible for a bidder's failure to receive notifications of changes or corrections.

All questions or requests for clarification must be submitted via email only to Chris Blythe at blythec@sherwoodoregon.gov by 2:00 PM (PDT) on Tuesday May 12, 2026. All final responses will be posted on the City's website no later than three (3) days prior to the Bid Opening.

This is a local public works project subject to BOLI Prevailing Wage Rates (ORS 279C.800 – ORS 279C.870 including but not limited to: payment of prevailing wages, reporting and public works bond.

Bid Proposals 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. The City reserves the right to waive minor informalities in any bid.

For more information regarding this project contact Chris Blythe at 503-925-2313 or blythec@sherwoodoregon.gov.

PUBLISH: Portland Daily Journal of Commerce, **April 27 and April 29, 2026.**

DATED this 27th day of April 2026.

CITY OF SHERWOOD



Richard C. Sattler
Public Works Director

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1. **Time of Construction**

Work contemplated in this ITB may not commence until **June 17, 2026**. All work contemplated shall be completed on or before **August 28, 2026**, including striping.

2. **Preconstruction Conference**

After the execution of a contract, but prior to the notice to proceed, a pre-construction conference between the contractor, all subcontractors, and the City shall be held at **Public Works, 15527 SW Willamette St., Sherwood OR, 97140** on a mutually accepted date. *The contractor shall provide the following for the Project Manager's approval prior to the preconstruction conference:*

- a. Preliminary work schedule. At a minimum, the work schedule shall include the locations by day, when notification will be placed for each day (keeping in mind requirements in Section 7 – for Traffic Control and Public Notification), striping removal and striping replacement.
- b. Traffic control plans.
- c. Signed original laboratory report of tests and proposed mix design covering the specific materials to be used on the project.

3. **Scope**

This schedule consists of furnishing all labor, equipment, and materials necessary for the preparation and application of one or more layers of slurry seal consisting of latex modified emulsified asphalt, water, aggregate, and additives on a prepared asphalt pavement as shown or directed. The cured slurry seal shall have a homogeneous appearance, fill all cracks, and adhere firmly to the surface.

4. **Areas of Work**

The areas of work are shown in the attached maps and spreadsheets. Do not place slurry seal on any portion of a concrete roadway or bridge deck.

5. **Hours of Work**

General hours of work shall be limited to 7:00AM to 5:00PM Monday through Thursday, unless otherwise approved by the Project Manager. No work is permitted on Saturdays, Sundays and all holidays or the day of the holiday's observance. Hours of work may also be affected by requirements for events, school hours, and on those roadways abutting other agency roadways.

Slurry seal shall be applied only between the hours of 8:00AM and 3:00PM and must be able to support traffic by 5:00PM. The Contractor has full responsibility for confining operations, *including striping*, to these hours and obtaining any needed waivers.

The City of Sherwood recognizes the following holidays and events in which no application shall take place:

- New Year's Day (January 1)
- Birthday of Martin Luther King, Jr. (Third Monday in January)
- President's Day (Third Monday in February)

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- Memorial Day (Last Monday in May)
- Juneteenth National Independence Day (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)
- Robinhood Festival (July 17-19)
- Cruisin Sherwood (August 7-8)

Work will not be permitted near schools at times when students are arriving or departing.

Permission to work outside these hours may be granted on a case by case basis upon application to the Project Manager. The Contractor has full responsibility for confining operations to these hours and obtaining waivers.

Trash day is Friday's in which scheduled work should be avoided.

6. Coordination and Permitting

- 6.1. **Public Access:** The contractor will need to make sure to communicate with all residents and maintain necessary access, including emergency access to areas impacted by the scope of this contract.
- 6.2. **Project Coordination:** The Contractor will need to coordinate slurry seals on the following streets with other active projects. Schedules will be forthcoming once obtained.
- 6.3. **Permits:** Any permits required by ODOT, Washing County, P&W Rail, or TriMet to complete the work are the responsibility of the Contractor. The Contractor shall submit for permits a minimum of one week prior to work beginning for review. A copy of the permits shall be submitted to the City's Project Manager prior to beginning work. If a permit is not required, the Contractor will submit written documentation from ODOT, Washington County, P&W Rail or TriMet stating the permit is not required. Permits shall be considered incidental to the traffic control bid item.
 - 6.3.1 **ODOT:** Locations that abut Oregon Department of Transportation (ODOT) roadways will require coordination. The Contractor shall coordinate traffic control and obtain any necessary permits through ODOT by contacting Jim Bailey (971) 673.6216 or James.G.Bailey@odot.state.or.us.
 - 6.3.2 **Washington County:** Thirty-six (36) hours prior to starting work on any given group of streets, the Contractor is responsible for notifying the Washington County Consolidated Communications Agency (503) 629.0111 of any traffic impairment. Notification shall include the exact location of work and the times when work will be

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performed, stating time of day and date of work. A means of emergency access will be maintained at all times in all work zones.

Locations that abut Washington County roadways will require coordination. The Contractor shall coordinate traffic control and obtain any necessary permits through P&W by contacting Adam Fitzpatrick at (503) 846.7647 or Adam.Fitzpatrick@Washingtoncountyor.gov. WASHCO's "General Construction/ Signs" application for the right of way permit can be found at [Right-of-Way Permits | Washington County, OR](#).

Location within Sherwood: N/A

- 6.3.3 **P&W Rail:** Locations where work will be within 100-feet of Portland and Western's rail line will require coordination. The Contractor shall coordinate traffic control and obtain any necessary permits through P&W by contacting Frankie Gonzales at (503) 930.8222 or Dennis Hannahs at (503) 508.7440 or dhannahs@gwrr.com.

Location within Sherwood: N/A

- 6.3.4 **TriMet:** Locations where work will impact a TriMet bus route or MAX line will require coordination. The Contractor will coordinate traffic control and obtain any necessary permits with Rich Vasquez or Terry Colly at (503) 962.4949 or foc@trimet.com.

Location within Sherwood: N/A

- 6.4. **Pavement Marking:** Locations where pavement marking is to be removed and replaced requires coordination with the Project Manager: Chris Blythe (503) 925.2313, blythec@sherwoodoregon.gov.

7. **Traffic Control and Public Notification:** Payment for traffic control shall be lump sum and shall include all labor, permits, equipment, and materials necessary to coordinate and comply with current MUTCD, OTTCH and City Standards.

- 7.1. **Flaggers:** The Contractor shall provide adequate signing and Oregon certified flaggers to ensure the work zone is properly identified in compliance with the 11th Edition of the *Manual of Uniform Traffic Control Devices, 2023* (MUTCD) and the *Oregon Temporary Traffic Control Handbook, January 2026* (OTTCH).

All Oregon certified flaggers shall have:

- a. The mental and physical ability to provide timely, clear and positive guidance.
- b. A sense of responsibility for safety of public and work crew.
- c. A neat appearance.
- d. A courteous but firm manner.
- e. Completed an approved work zone traffic control course within the past three (3) years and be able to provide evidence of completion to the Project Inspector upon request.
- f. Two-way radios with extra batteries.

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- g. Shall not use personal cell phones while working on the jobsite.
- h. Shall be able to communicate effectively with the general public, Contractor, Project Inspector.

- 7.2. **Traffic Control Plans:** Detailed traffic control plans shall be supplied to the Project Manager prior to the preconstruction meeting for each project site. The plans shall include, but not be limited to all construction signing, flagger locations, types and locations of traffic control devices, and construction phasing, method for maintaining traffic signal functions, detours, and accommodations for pedestrian, bicycle, and transit facilities. No work can commence until the traffic control plans have been approved.

Work shall be performed in a manner that will minimize inconveniences to businesses and the public. Cul-de-sacs and dead ends shall have access restored within 4 hours. For all non-residential accesses, at least one lane of the access shall remain open for bi-directional traffic flow unless an alternate access is available. The contractor shall provide the necessary flaggers, barricades and appropriate signage to maintain these accesses.

- 7.3. **Traffic Control Devices:** The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations. No work shall be done on or adjacent to any traveled way until all necessary signs and traffic control devices are in place. Signs that are not in use must be stored so that the message is not visible to the public, i.e., face down.

Where specified in the approved traffic control plans, the contractor shall provide flaggers and barricades as required to protect the uncured slurry seal from vehicular traffic. Where necessary as directed and approved by the Inspector, the contractor shall spread a thin pathway of sand across the fresh slurry at pedestrian crossings and high traffic street intersections to allow traffic to cross perpendicular to the mat. Any damage to the uncured slurry shall be the responsibility of the Contractor.

The contractor shall place a cone (multiple on commercial driveways) in the middle of each driveway when the slurry seal is not to be driven on. Cone(s) shall be removed by the Contractor once the street is re-opened to traffic.

- 7.4. **Parking Control:** The Contractor shall provide "NO PARKING" signs for use in posting streets in advance of the Overlays. Streets may be posted "NO PARKING" between the hours of **7:00AM and 5:00PM**. Parking prohibitions proposed outside of the listed time frame, must have prior approval, in writing, from the Project Manager.

Signs should be placed no less than thirty-six (36) hours or no more than seventy-two (72) hours prior to commencement of work. These "NO PARKING" signs shall be mounted by the Contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the Contractor. Signs shall be posted every 100 feet on both sides of the

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street affected. At the completion of all work, all used "NO PARKING" signs shall be appropriately disposed of by the Contractor.

Because these parking restrictions are an inconvenience to residents and businesses, and in order to ensure voluntary compliance, should it be necessary to reschedule work due to inclement weather or other uncontrollable circumstances, signing shall be corrected to reflect revised dates or removed in accordance with the minimum and maximum posting time limits as outlined in the previous paragraph. At the completion of all work, all *used* "NO PARKING" signs shall be appropriately disposed of by the Contractor.

- 7.5. **Parking Notices:** For streets and alleys that will be overlaid, the Contractor shall also provide door-knob notices in sufficient quantities which will further serve to advise the general public of the pending parking restrictions and planned work. These notices will also provide general information. The notices shall be left on or at the front door of each dwelling, apartment unit, or tenant of a commercial unit abutting any of the streets on the list. The notices will also need to be placed on any front door where the only access to the roadways is being affected (i.e. a cul-de-sac, alley, private street, etc. that enters onto a roadway being slurried.

This should be done at the same time the "NO PARKING" signs are first placed in the area. Each day, prior to commencement of work, the Contractor shall verbally contact, whenever possible, the residents to notify them of impending work. Notification shall be given enough in advance to allow residents to move personal vehicles prior to work beginning. If work is reschedule for any reason, the notifications need to be appropriately corrected in a timely manner to reflect the change. At the completion of all work, all *used* door hangers shall be appropriately disposed of by the Contractor.

- 7.6. **Parking Enforcement:** The Contractor shall log the posting of "NO PARKING" signs and doorhangers in order for towing to occur for overlays. The log will be submitted on a weekly basis to the Project Manager and contain the following minimum information:

- Street Name
- Location (From and To)
- Date Posted
- Time Posted
- Posted By

8. **Materials**

- 8.1. **Emulsified Asphalt:** The asphalt emulsion shall be homogenous and shall be a latex modified cationic quick-setting asphalt emulsion. The latex polymer material shall be co-milled with the emulsion solution.

The emulsion solution manufacturer shall certify that the emulsion contains a minimum of **2.5-3% latex solids** based on the weight of asphalt (asphalt residual)

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within the emulsion for each load. The emulsified asphalt shall be within $\pm 1\%$ of the design emulsion content.

The LMCQS-1h latex modified quick setting asphalt emulsion shall meet the following requirements when tested according to AASHTO T59:

TEST	SPECIFICATON
Saybolt Viscosity, seconds at 77° F (25° C)	15-50
Residue from Distillation, Mass (Weight)%	60% minimum
Sieve Test, % Retained on No. 20 (850 μ m) Sieve	0.1 maximum
Particle Charge, Electroplate	Positive
Settlement (Storage Stability), 24 hour	1% maximum
Cement Mixing Test	(informational)

The residue shall pass the following specifications:

TEST	SPECIFICATON
Penetration at 77° F (25° C), 3.5 ounces (100 grams), 5 seconds.	40-90 minimum
Solubility in CS ₂ or TCE	97.5 minimum
Softening Point (ring & ball) Degrees F.	130 minimum
Ductility at 77°F (25° C), inch (cm)	15.7 (40) minimum

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it meets specification and is the same as that used in the mix design.

8.2 Aggregate:

8.2.1 **General:** The aggregate used shall be clean, angular, durable, well graded and uniform. It shall be resistant to abrasion and free from lamination, weak cleavages, and undesirable weathering. The aggregate shall consist of broken stone, crushed gravel, slag, or a combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

8.2.2 **Laboratory Evaluation:** Aggregate shall meet the following test requirements:

TEST	SPECIFICATON
Abrasion Resistance, AASHTO T96	35% Maximum
Soundness, AASHTO T104	
	Using Na ₂ SO ₄ 15% Maximum
	Using MgSO ₄ 25% Maximum
Sand Equivalent, AASHTO T176	60 Minimum

8.2.3 **Grading:** Percentage composition by weight of the aggregate shall conform with the following gradation prior to the addition of any mineral fillers such as cement or lime. The percentage of aggregate passing any two successive sieves

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shall not change from one end of the specified range to the other end. The finished product shall be clean, uniform in quality and free from wood, bark, roots and other deleterious materials.

SIEVE	TYPE I % PASSING	TYPE II % PASSING	STOCKPILE TOLERANCE
3/8" (9.55mm)	100	100	0
No. 4 (4.75 mm)	100	90-100	± 5%
No. 8 (2.36 mm)	90-100	65-90	± 5%
No. 16 (1.18mm)	65-90	45-70	± 5%
No. 30 (600 μm)	40-65	30-50	± 5%
No. 50 (300 μm)	25-42	18-30	± 4%
No. 100 (150 μm)	15-30	10-21	± 3%
No. 200 (75 μm)	10-20	5-15	± 2%

- 8.3 **Mineral Filler:** Portland cement, hydrated lime, limestone, dust, fly ash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.
- 8.4 **Water:** Water used with the slurry mixture shall be potable, reasonably free from oil, dirt, silt and harmful salts. The Contractor shall ensure that the water planned for use shall be compatible with the slurry mix. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.
- When water is obtained from City fire hydrants, the Contractor is required to obtain all necessary permits and meters from the City of Sherwood Water Department. Cost of the permits and water shall be incidental to the unit bid prices for slurry seal. For information regarding necessary permits and fees, contact the Utility Billing Department (503) 925-2315.
- 8.5 **Additives:** Additives may be used to accelerate or retard the break-set of the slurry seal or to improve the resulting finished surface only when their quantity can be metered. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required after approval by the City Project Manager.

9. Job Mix Formula (JMF)

At the preconstruction conference, the Contractor shall submit a signed original slurry seal mix design incorporating the aggregate and asphalt materials to be used on the project. Percentages of each individual mix material required shall be shown on the mix design report. The mix design shall be developed using the specific materials and same aggregate gradation that will be used for this project and that the treated area will be opened to traffic within 2-3 hours after placement. Previous mix designs shall not be accepted unless authorized by the City Project Manager. After the mix design has been approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design and then approved by the City Project Manager. Water, not exceeding 11% by mass (weight) to asphalt emulsion, shall be used

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to develop a good mix. *No work will begin prior to acceptance and approval of the mix design submittal.*

- 9.1 **Laboratory Evaluation:** Have the mix design prepared and tested by a laboratory which has experience in designing emulsified asphalt slurry seal surfacing. Determine the proportion of component materials and perform tests shown in Section 6.

9.2 **Mix Design Tests:**

ISSA TB-139	Wet Cohesion,	30 minute set	12 kg-cm Minimum
		60 minute set	20 kg-cm Minimum
ISSA TB-114	Wet striping		Pass (90% minimum)
ISSA TB-100	Wet-Track Abrasion Loss, One Hour Soak		75 g/ft ² (807 g/m ²) Maximum
ISSA TB-113	Mix Time @ 77°F (25°C)*		Controllable to 180 seconds minimum

* The mixing test and set time should be done at the highest temperature expected during construction.

The wet track test is used to determine the minimum asphalt content required in a slurry seal system.

The mixing test is used to predict how long the material will be mixed in the machine before it begins to break. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19. The report shall clearly show the proportions of aggregate, the minimum and maximum proportions of mineral filler and water, additive usage, and asphalt emulsion based on the dry weight (mass) of the aggregate.

All the component materials used in the design shall be representative of the materials proposed for use on the project.

Show the percentages of each individual material required in the laboratory report. Adjustments may be required during the construction, based on the field conditions. The Project Manager will give final approval of such adjustments.

- 9.3 **Component Materials:** The Project Manager will approve the mix design, all slurry seal materials and methods prior to use. The component materials shall be within the following limits:

COMPONENT MATERIALS	LIMITS
Residual Asphalt	Type I: 10-16% Type II: 7.5-13.5% (based on dry weight of aggregate)
Mineral Filler	0.0-3.0% (based on dry weight of aggregate)

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Additives	As needed.
Water	As needed to achieve proper mix consistency. Total mix liquids shall not exceed the loose aggregate voids. Use ISSA T106 to check optimum liquids.

10. **Tolerances and Limits**

Tolerances for individual materials as well as the slurry seal mixture during production are as follows:

- After the designed residual asphalt content is determined, a plus or minus one percentage point by weight of dry aggregate will be permitted.
- The percentage of aggregate passing each sieve shall be within the stockpile tolerance range as stated in 6.2.3.
- The percentage of aggregate passing shall not go from the high end to the low end of the specified range of any two successive sieves.
- The slurry consistency shall not vary more than plus or minus 2 inches (50 mm) from the job mix formula after field adjustments.
- The rate of application, once determined by the Project Manager, shall not vary more than plus or minus 2 lbs/yd² (1.0 kg/m²) while remaining within the design application rates.

11. **Protection of Work Materials**

- 11.1. **Stockpiling Materials:** The Contractor shall be fully responsible for the location of, and obtaining permission to use, stockpile sites. The Contractor shall make his own arrangements for its use and assume full responsibility for its rental, preparation, maintenance, and cleanup in a manner satisfactory to the City and the property owner. Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. Segregation of aggregate will not be permitted. Aggregate samples will be taken from field stockpile locations, prior to any addition of mineral fillers. ***Contractor shall be responsible to verify and secure all necessary approvals, permits and land use approvals prior to commencing work.***
- 11.2. **Emulsion Storage:** The Contractor shall provide suitable storage facilities for the asphalt emulsion so as to prevent water from entering the asphalt. An acceptable heating system shall be provided if necessary to prevent the emulsified asphalt from freezing, but the asphalt shall not be heated to a temperature greater than 130° F.

12. **Quality Control**

Quality Assurance testing and inspection will be provided by the City of Sherwood, or respective jurisdiction. Quality Control will be the Contractor's responsibility. Acceptance samples of the aggregate, asphalt emulsion, and slurry seal mixture (taken directly from the mixing unit) shall be taken by the Contractor in the presence of the Project Inspector on a random basis with no cost to the City. A minimum of one (1) sample of the aggregate, asphalt emulsion, and slurry seal mixture will be taken each day of use. If any changes are made during the day an additional sample of the micro-surfacing mixture will be taken. Testing containers will be provided by the City. These samples will be tested, at

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the Contractor's expense if the City Project Manager deems it necessary, based on the finished appearance and/or quality of quantitative measurements made during the proportioning of the slurry seal components while mixing and placing. The responsibility for ensuring that the work is constructed in strict conformance with the plans, specifications, and other Contract documents resides solely with the Contractor.

13. **Equipment**

All equipment, tools and machines used in performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.

- 13.1 **Mixing Equipment:** The machine(s) shall be specifically designed and manufactured to lay slurry seal. Mix slurry seal in continuous pug mill mixers; a self-propelled machine specifically designed and manufactured to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive and water to a revolving blade mixer that discharges the thoroughly mixed product on a continuous flow basis. Concrete transit mixer trucks shall not be used. Minimum slurry seal machine size shall be 7 cubic yards (5.35 m³). In the case of equipment failure have a minimum of two machines on site with another off site for immediate backup. The machine shall be capable of mixing materials at pre-set proportions regardless of the speed of the machine and without changing machine settings. During placement of the slurry, the equipment shall not exceed 180 feet per minute.

The mixing machine shall be equipped with an approved fine feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed. Use the fine feeder whenever added mineral filler is a part of the aggregate blend.

- 13.1.1 **Proportioning Devices:** Calibrate and properly mark individual volume or mass (weight) controls such as revolution counters or similar devices, for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, additive, emulsified asphalt and water). They shall be accessible for ready calibration and so placed that the Project Manager may determine the amount of each material used at any time. Instruct the Project Manager how to calculate the application rate per square yard (square meter) utilizing the Contractor's proportioning devices.

The Contractor shall allow the Project Manager to use the recorders and measuring facilities of the slurry seal unit to determine application rates, asphalt emulsion content, mineral filler and additive quantities for a single load.

- 13.1.2 **Calibration:** Calibrate, in the presence of the Project Inspector, each slurry mixing unit to be used on the Project prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by Project Inspector provided they were made during the **previous 60 days**. The documentation shall include an individual calibration of each material at various settings, which can be related to the machines metering devices. No machine will be allowed to work on the Project until the calibration has been completed and/or accepted. **Any equipment replacement affecting material proportioning requires that the machine be recalibrated.**

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13.1.3 **Spreading Equipment – Spreader Box:** Attach to the mixer machine a mechanical type squeegee distributor equipped with flexible material that is in contact with the pavement surface to prevent the loss of slurry from the distributor. Adjust the distributor to prevent the loss of slurry on varying grades and crown and to assure uniform spread. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted. There shall be a steering device and a flexible strike-off. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. Keep the spreader box reasonable clean, and do not allow buildups of asphalt and aggregate. Only one tail rubber will be allowed. Any type of drag used shall be subject to approval by the Project Manager and kept in a completely flexible condition at all times. The drag shall not leave a rough surface texture. The drag shall be cleaned or replaced as necessary to ensure that slurry mix accumulations do not cause scores or streaks.

14. Construction

14.1. **Weather Limitations:** Do not apply the slurry seal if either the pavement or air temperature is below 50° F (10° C) and falling and/or when the weather forecast exceeds 40 percent probability of rainfall. The slurry seal may be applied when both the pavement and air temperature are above 45° F (7° C) and rising. Do not apply if there is a danger that the finished product will freeze before 24 hours. Do not apply when weather conditions prolong opening to traffic beyond a reasonable time (2-3 hours). Do not apply in the rain. Replace slurry damaged by rain after application according to the Specifications, and as determined by Project Manager, at no additional cost. Clean the street of all remaining slurry mix materials prior to re-application.

Adjust the rate of application of the fog spray during the day to suit temperatures, surface texture, humidity and dryness of pavement surface. Do not spray additional water into the spreader box.

14.2 **Preparation of Surface:**

14.2.1 **Street Equipment and Procedure:** The existing pavement shall be swept with a vacuum sweeper with blowers until it is free from dirt or other foreign matter such as moss, weeds, oil spots, etc. Areas inaccessible to the vacuum sweeper shall be cleaned by hand, pressure spray, or other equipment as necessary to thoroughly clean the roadway. Finish sweeping no more than 24 hours prior to application of the slurry seal. If there is a delay of more than 48 hours between sweeping and slurry sealing caused by weather conditions or other unforeseen circumstances, re-sweep as determined by the Project Manager, at no additional cost to the City. Payment for street preparation shall be incidental to the unit prices for slurry seal.

14.2.2 **Concrete Surfaces:** The contractor shall be responsible to cover and protect any concrete surfaces to keep them clean from tracking or placement of slurry seal material. Care shall be taken to ensure *straight* lines along the edges of the concrete surfaces, without overrun onto the concrete.

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14.2.3 **Auxiliary Equipment:** Hand squeegees, hand drags, shovels, an asphalt distributor, and other support and safety equipment shall be provided as necessary to perform the work. Containers shall be required for disposal of waste slurry.

14.2.4 **Utility Covers:** The contractor shall be responsible for verifying utility locations in the field and taking necessary precautions to protect all existing utilities. Protect manholes, valve boxes, catch basins, survey monument boxes, drop inlets and other service entrances from the slurry seal by a suitable method. Clean these covers as quickly as possible after the application of the slurry seal and definitely prior to the final set. If necessary, clean slurry residual from the interior of the utilities.

14.2.5 **Tack Coat:** When slurry seal is placed over a brick or Portland cement concrete surface, a highly absorbent asphalt surface, over an asphalt surface where the exposed aggregate has become polished and slick, use a tack coat of emulsified asphalt of the same type and grade specified for the slurry seal. Consult with the slurry seal supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt to one part water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd². The tack coat shall be allowed to cure sufficiently before the application of slurry seal.

14.2.6 **Pavement Markings:** Before slurry seal is to be applied to any area, remove all reflector buttons, thermoplastic markings, cold tape markings, and paint markings so that at least 90% of the pavement marking materials are removed by any approved process (i.e., hydro-blasting, grinding, or shot blasting) that leaves no damage to the underlying pavement or a scar depth that is no greater than 1/8" deep. Pavement markings must be removed; covering existing markings with paper or other materials is not an acceptable alternative to removal.

If the pavement markings are removed using a dry mechanical abrasion process, a positive means to control airborne dust is required with use of a dust collector attached to the removal equipment. Accumulation of heavier debris, accumulated piles of any debris on the surface or from the right-of-way as a result from the removal operation shall be collected and disposed of in accordance with applicable Federal, State, and Local regulations, at no additional cost. If pavement markings are removed using water blasting, the truck mounted water blaster shall be capable of simultaneously vacuuming the spent water and debris as it progresses, leaving the pavement clean.

Temporary markings may need to be installed per Section 14 as determined by the Inspector/Engineer. ***Pavement markings shall not be removed more than 7 days in advance of the slurry seals. Slurry work will be shut down if the pavement markings have not been removed.*** Payment for removal of pavement markings is considered incidental.

14.3 **General:** The surface shall be wetted by fogging ahead of the slurry box, if required by local conditions. Apply water used in wetting the surface at such a rate that the

SCOPE OF WORK

2026 Slurry Seal

- entire surface is damp with no apparent flowing water in front of the slurry box. The slurry mixture shall be of the desired consistency upon leaving the mixer. Do not add additional elements. Carry a sufficient amount of slurry in all parts of the spreader at all times so that complete coverage is obtained. Do not allow rippling, lumping, balling, or unmixed aggregate in the spreader box. Do not allow segregation of the emulsion and aggregate fines from the coarse aggregates. If the coarse aggregate settles to the bottom of the mix, remove the slurry from the pavement. Do not allow excessive breaking of the emulsion in the spreader box. Do not leave streaks, such as caused by oversized aggregate, in the finished pavement. Maximum mixing time in the pugmill shall be four minutes.
- 14.4 **Application Rate:** The slurry seal mixture shall be of proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be 10 to 12 lb/yd² for Type I slurry and 12 to 18 lb/yd² for Type II slurry. Application rates are affected by the unit weight of the aggregate, the gradation of the aggregate and the demand of the surface to which the slurry seal is being applied. ISSA TB112 gives a method to determine expected application rates.
- 14.5 **Joints:** Construct a uniform line along the edge and a good seal at curb lines. Construct the flow line at curbs to allow storm drainage flow to catch basins without bonding along the curb line. In the case of a concrete gutter, cover the gutter line joint with the slurry seal, but do not overlap onto the gutter. Remove any overlap, as determined by the Engineer, at no additional cost. Streets that have been recently slurry sealed that cross this Project shall not be slurry sealed again. The slurry joints and panels shall be straight, neat and uniform and follow the contour of the existing curb or concrete gutter. Unless otherwise approved, the overlap of joints will not exceed 2 inches and shall be feathered. Floating (adding additional water other than what is required for the approved mix design) of the emulsion or slurry mixture in the pugmill and/or spreader box to cover or overlap missed areas will be prohibited. At street intersections at the beginning and ending of work segments, the slurry shall be neatly spread or trimmed to a straight line defined by the near curb lines of the street adjacent to the work.
- 14.6 **Handwork:** Use approved squeegees to spread slurry in areas not accessible to the slurry mixer. Limit handwork at the beginning and end of the panels to prevent segregation of the rock from the emulsion and to minimize cosmetic drag mop marks and/or defects in the finished product. The same type finish as applied by the spreader box shall be required.
- 14.7 **Curing:** The rate of curing of the slurry seal shall be such that a street may be opened to traffic within 4 hours after application without tracking or damage to the surface. Protect the area for the full curing period with suitable barricades or markers. The street will be opened to traffic only when approved by the project inspector. The Contractor will be responsible for any damage to the slurry seal due to traffic or other, prior to specific notice to open a particular street. Repair all damage to the slurry, to the satisfaction of the Engineer, at no additional cost to the Agency.

SCOPE OF WORK

2026 Slurry Seal

14.8 **Dust Control:** The contractor shall assume all responsibility for dust control and shall furnish labor and materials to prevent the creation of dust damage and nuisance to persons and property. Any claim resulting there from shall be the responsibility of the contractor. Dust control shall be considered incidental to the unit prices for slurry seal.

14.9 **Patching and Correction of Defects:** Defects such as raveling, lack of uniformity, or other imperfections caused by faulty workmanship shall be corrected and new work shall not be started until such defects have been remedied.

All improper workmanship and defective materials resulting from overheating, improper handling or application, shall be removed from the roadway by the contractor and be replaced with approved materials and workmanship at no expense to the contracting agency. The area of the repair shall be approved by the Engineer.

14.10 **Cleanup:** The Contractor shall be fully responsible for maintenance and cleanup of excess aggregate materials and emulsion from streets, driveways, sidewalks, curbs, gutters, manholes, water valves, etc. within 48 hours after application of slurry seal. Payment for cleanup will be included under the lump sum item "Move in, Bond, Insurance, and Clean-Up."

15. **Measurement**

The accepted quantities of slurry seal will be paid for at the Contract unit price per square yard for the item "Street Preparation and Application of Type II Asphalt Emulsion Slurry Seal". Payment will be payment in full for furnishing and placing all materials and furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

16. **Striping, Marking, and Reflectorization**

All stop bars, crosswalks and special markings shall be replaced at original locations. *The contractor is responsible for pre-marking replacement locations.*

All long lines shall be spray or ribbon liquid thermoplastic at 90 mils thick and all legends and transverse markings high skid pre-formed fused thermoplastic at 90 mils thick unless otherwise indicated on the bid sheet.

The contractor shall provide and maintain temporary pavement markings in accordance with the MUTCD Part VI for the duration of the project. Temporary pavement markings, most often reflective tabs or reflective foil back tape, will be placed every one hundred (100) feet on the fog line, every forty (40) feet on the center line, and every twenty (20) feet on centerline and lane lines at intersections and in some cases double striping may be required. The reflective foil back tape shall be used to mark out stop bars, crosswalks, and directional arrows where needed. The temporary markings shall match the existing markings and are installed to help guide motorist and pedestrians until the permanent markings can be installed. All temporary striping/markings shall be removed at the time that the permanent striping is being installed. *If temporary tabs are used, the*

SCOPE OF WORK

2026 Slurry Seal

Contractor shall cut the tabs to remove. Pulling of the tabs is prohibited as it causes damage to the freshly laid material. Temporary pavement markings with placing and maintaining shall be considered incidental to the project.

The roadway shall be swept clean prior to placement of permanent pavement markings. The sweeping shall be considered incidental and included in the appropriate bid item. The contractor shall replace or install all crosswalks, stop bars, turn arrows, bicycle symbols, yellow centerline, white fog line/bike lane, storage lines, parking lines, two-way and one-way-reflective raised pavement markers. ***Permanent pavement markings shall be reinstalled no sooner than 7 days and no later than 14 days after slurry placement.***

The comments on the spreadsheets list the stop bars and crosswalks, but the quantity is under the 12" white line item.

17. Coordination

The Contractor will need to coordinate slurry seals on the following streets. Schedules will be forthcoming once obtained. N/A

The City requires a two-year maintenance bond.



**2025-27 City of Sherwood Slurry Seal
Bid Schedule**

Road Name:	From:	To:	Length Feet:	Width Feet:	Area Sqft.	Area Sq. Yds.
SW CENTURY DR	SHERWOOD BLVD	TRUMPETER DR	418	38	15,884	1,765
SW CENTURY DR	BALER WAY (E. INT)	FERGUSON TER	429	38	16,302	1,811
SW FARMER WAY	WHETSTONE WAY (S. INT.)	WHETSTONE WAY (N. INT.)	865	33	28,545	3,172
SW FOREST AVE	NORTON AVE	MARTIN CT	256	29	7,424	825
SW FOREST AVE	TAYLOR CT	UPPER ROY ST	453	29	13,137	1,460
SW FOREST AVE	MARTIN CT	TAYLOR CT	273	29	7,917	880
SW GRAINERY PL	TRASHER WAY	CUL-DE-SAC	139	42	5,838	649
SW TAYLOR CT	CUL DE SAC N	FOREST AVE	205	29	5,945	661
SW TAYLOR CT	FOREST AVE	CUL DE SAC S	181	29	5,249	583
SW THRASHER WAY	GRAINERY PL	WHETSTONE WAY	769	33	25,377	2,820
SW THRASHER WAY	BALER WAY	GRAINERY PL	252	33	8,316	924
SW UPPER ROY ST	MAY CT	MANSFIELD ST	184	33	6,072	675
SW UPPER ROY ST	MANSFIELD ST	KATHY ST	354	33	11,682	1,298
SW UPPER ROY ST	KATHY ST	WILLIAM AVE	148	33	4,884	543
SW UPPER ROY ST	WILLIAM AVE	MURDOCK RD	148	33	4,884	543
SW WHETSTONE WAY	LANGER FARMS PKWY SW	THRASHER WAY	149	33	4,917	546
SW WILLAMETTE ST	NORTON AVE	HALL ST	681	30	20,430	2,270
SW WILLAMETTE ST	HIGHLAND DR	FOUNDRY AVE	190	27	5,130	570
SW CENTURY DR	BALER WAY (W. INT)	BALER WAY (E. INT)	946	38	35,948	3,994
SW CENTURY DR	TRUMPETER DR	BALER WAY (W. INT)	517	38	19,646	2,183
SW LINCOLN ST	WILLAMETTE ST	VISTA AVE	954	16	15,264	1,696
SW LINCOLN ST	VISTA AVE	DIVISION ST	205	16	3,280	364
SW MARTIN CT	CUL DE SAC N	FOREST AVE	344	29	9,976	1,108
SW MARTIN CT	FOREST AVE	CUL DE SAC S	165	29	4,785	532
SW UPPER ROY ST	WILLAMETTE ST	APRIL CT	277	33	9,141	1,016
SW UPPER ROY ST	APRIL CT	FOREST AVE	264	33	8,712	968
SW UPPER ROY ST	FOREST AVE	COCHRAN DR	228	33	7,524	836
SW UPPER ROY ST	COCHRAN DR	COCHRAN ST	110	33	3,630	403
SW UPPER ROY ST	COCHRAN ST	MAY CT	122	33	4,026	447
SW WHETSTONE WAY	FARMER WAY	BALER WAY	234	33	7,722	858
SW WHETSTONE WAY	THRASHER WAY	FARMER WAY	421	33	13,893	1,544
SW WILLAMETTE ST	ORCUTT PL	HIGHLAND DR	179	27	4,833	537
SW CENTURY DR	FERGUSON TER	LANGER FARMS PKWY	367	38	13,946	1,550
SW BALER WAY	SPRINGTOOTH LN	STETSON ST	136	33	4,488	499
SW BALER WAY	THRASHER WAY	SPRINGTOOTH LN	127	33	4,191	466
SW BALER WAY	SPRINGTOOTH LN	WHETSTONE WAY	126	33	4,158	462
SW BALER WAY	WHEAT PL	SPRINGTOOTH LN	509	33	16,797	1,866
SW BALER WAY	BARLEY PL	WHEAT PL	286	33	9,438	1,049
SW COCHRAN DR	JUNE CT	WILLAMETTE ST	283	31	8,773	975
SW COCHRAN DR	UPPER ROY ST	JUNE CT	541	31	16,771	1,863
SW JUNE CT	COCHRAN DR	CUL-DE-SAC	280	30	8,400	933
SW KEDA CT	TRUMPETER DR	CUL-DE-SAC	312	33	10,296	1,144
SW MAY CT	UPPER ROY ST	CUL-DE-SAC	430	28	12,040	1,338
SW NORTON AVE	FOREST AVE	WILLAMETTE ST	553	33	18,249	2,028
SW TRUMPETER DR	CENTURY DR	KEDA CT	182	33	6,006	667
SW WALLACE PL	STETSON ST	CUL-DE-SAC	136	33	4,488	499
SW WHEAT PL	BALER WAY	CUL-DE-SAC	146	46	6,716	746
SW WILLAMETTE ST	UPPER ROY ST	LOWER ROY ST	321	33	10,593	1,177
SW WILLAMETTE ST	HALL ST	UPPER ROY ST	278	33	9,174	1,019
SW APRIL CT	UPPER ROY ST	CUL-DE-SAC	196	31	6,076	675
SW BALER WAY	WHETSTONE WAY	BARLEY PL	502	33	16,566	1,841
SW BALER WAY	REDCLOVER LN	CENTURY DR	272	33	8,976	997
SW BALER WAY	CENTURY DR	REDCLOVER LN	276	33	9,108	1,012
SW BALER WAY	STETSON ST	REDCLOVER LN	107	33	3,531	392
SW BALER WAY	REDCLOVER LN	THRASHER WAY	116	33	3,828	425
SW BARLEY PL	BALER WAY	CUL-DE-SAC	150	44	6,600	733
SW BARNSDALE DR	EAST DEAD END	NORTON AVE	538	30	16,140	1,793
SW SPRINGTOOTH LN	BALER WAY (S. INT.)	BALER WAY (N. INT.)	794	33	26,202	2,911
SW COCHRAN ST	UPPER ROY ST	CUL-DE-SAC	524	33	17,292	1,921
SW NORTON AVE	BARNSDALE DR	FOREST AVE	259	33	8,547	950
SW REDCLOVER LN	BALER WAY (S. INT.)	BALER WAY (N. INT.)	794	33	26,202	2,911
SW STETSON ST	WALLACE PL	TRUMPETER DR	200	33	6,600	733
SW STETSON ST	BALER WAY	WALLACE PL	261	33	8,613	957
SW TRUMPETER DR	KEDA CT	STETSON ST	142	33	4,686	521
SW TRUMPETER DR	STETSON ST	DEAD END S	121	33	3,993	444
SW KATHY CT	KATHY ST SW	CUL DE SAC	153	33	5,049	561
SW KATHY ST	KATHY CT	WILLAMETTE ST	753	33	24,849	2,761
SW KATHY ST	UPPER ROY ST	KATHY CT	322	33	10,626	1,181

Total: 80,480



**2025-27 City of Sherwood Slurry Seal
Bid Schedule**

Item Description	Unit	Quantity	Unit Cost	Total
Slurry Seal Type II	SY	80,480		
Move-in/bond,insurance/cleanup	LS			
Traffi Control/Public Info	LS			
Install/Replace pavement Markings per MUTCD				
Left/Right Turn Arrow, Thermoplastic	EA	2		
Thru Arrow, Thermoplastic	EA	1		
Bike Symbol, Thermoplastic	EA	0		
School Xing	EA	0		
Bus Only	EA	0		
4" Wide Yellow Stripe, Thermoplastic	FT	750		
4" Wide White Stripe, Thermoplastic	FT	0		
8" Wide White Stripe, Thermoplastic	FT	280		
12" Wide White Stripe, Thermoplastic	FT	0		
24" x 10' White Crosswalk Rectangles, Thermoplastic (est.)	EA	18		
12" White Stop Bar, Thermoplastic (est.)	FT	180		
Pre-Crosswalk Arrows (est)	EA	0		
Railroad Crossing	EA	0		
Roundabout Triangles (est)	EA	10		
Parking Corner Marks (est)	EA	0		
Reflective two-way raised pavement markers-Blue Hydrant Markers	EA	40		
Total				

Unit of Measure Abbreviations	
Square Yards	SY
Lump Sum	LS
Each	EA
Foot	FT

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: 2026 SLURRY SEAL

BID CLOSING: Date: May 19, 2026 Time: 2:00 PM (PDT)
FIRST-TIER DISCLOSURE Date: May 19, 2026 Time: 4:00 PM (PDT)

Deliver disclosure form to (location): City of Sherwood, Public Works Building

Designated recipient of form (attention): Chris Blythe Phone #: 503-925-2313

Agency's Address: City of Sherwood, Public Works Department
15527 SW Willamette 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.

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

BIDDER DISCLOSURE:

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

The above listed first-tier subcontractor(s) are providing labor, or labor and material,

with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above] or;
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

ATTESTATION OF COMPLIANCE WITH TAX LAWS

[Complete and submit this page with your Bid]

I, _____, representing _____ (Bidder/Proposer)
(Insert printed name) (Insert name of Firm)

hereby attest that:

1. I am an authorized agent of Bidder/Proposer, and I have full authority from Bidder/Proposer to submit this attestation and accept the responsibilities stated herein.
2. I have knowledge regarding payment of taxes of Bidder/Proposer, and to the best of my knowledge, Bidder/Proposer is not in violation of any Oregon tax laws, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
3. Bidder/Proposer shall provide written notice to City within two business days of any change to its compliance with tax laws.

Authorized Agent Signature

Date

Title

CERTIFICATION OF NON-COLLUSION

PROJECT NAME: YMCA AND POLICE DEPARTMENT BRICK SEALING

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

(COUNTY OF WASHINGTON)

(Bidder's Firm Name)

I, the undersigned, as [circle one]:

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

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

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

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

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

Signature _____

Title _____

Subscribed and sworn before me this _____ day of _____, 2026.

My commission expires: _____

Notary Public for Oregon

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

FOR

Project Name: 2026 SLURRY SEAL

The undersigned confirms that the provisions of ORS 279C.840 shall be complied with for personnel working on this project.

A copy of the Prevailing Wage Rates is available on-line at the Bureau of Labor and Industries website at:

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

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

Date: _____

Signature of Bidder: _____

Title: _____

Business Name: _____

CERTIFICATION OF NON-DISCRIMINATION

[ORS 279A.110(4) & OAR 137-049-0440(3)]

FOR

Project Name: **2026 SLURRY SEAL**

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: _____

PERFORMANCE BOND

Bond No. _____

Project Name: **2026 Slurry Seal**

_____ (Surety #1)	Bond Amount No. 1: \$ _____
_____ (Surety #2)*	Bond Amount No. 2:* \$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond: \$ _____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Sherwood the sum of (Total Penal Sum of Bond)

_____ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the City of Sherwood, the Plans, Specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable Plans, Standard specifications and Standard Drawings, Supplemental Specifications and Special Provisions, Addenda, Bid Schedule, Prevailing Wage Rates are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, Plans and Specifications, and all authorized modifications of the Contract which increase the amount of the Work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Sherwood, and the _____ (name of institution and any other Owner agency), and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

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

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

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

Dated this _____ day of _____, 20__.

PRINCIPAL: _____

By _____
Signature

Official Capacity _____

Attest: _____
Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City State Zip

Phone Fax

PAYMENT BOND

Bond No. _____
Solicitation _____
Project Name **2026 Slurry Seal**

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

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Sherwood, on _____, _____, has awarded to _____, hereinafter designated as "Principal", a Contract for construction of the _____, the terms and provisions of which contract are incorporated herein by reference, and;

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

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

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

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

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



City of Sherwood
Public Works Department
15527 SW Willamette Street
Sherwood, OR 97140
503-625-5722

MAINTENANCE ASSURANCE

KNOW ALL MEN BY THESE PRESENT, That we, _____, as Principal, and _____, as Surety/Escrow Holder, are held and firmly bound unto the **City of Sherwood**, Washington County, State of Oregon, as Obligee, in the sum of _____ Dollars (\$_____) the said Principal and Surety/Escrow Holder bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a certain contract with the Obligee to accept said **public improvements** constructed for the **2026 Slurry Seal**.

AND WHEREAS, specifications and contract documents provide that Principal should guarantee the project free from defects caused by faulty workmanship and materials for a period of one year, general wear and tear excepted.

NOW, THEREFORE, if the said project shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of two years, then this obligation shall be null and void; otherwise to remain in full force and effect until released by the City of Sherwood.

Signed, sealed and dated, this _____ day of _____, 20____.

Print

Print

Sign: Principal

Sign: Surety/Escrow Holder

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number



Home of the Tualatin River National Wildlife Refuge

Public Works Department
City of Sherwood
15527 SW Willamette Street
Sherwood, OR 97140
503-625-5722

CONTRACT FOR CONSTRUCTION SERVICES

PROJECT NAME:
CONTRACT PARTIES: City of Sherwood [hereafter called City] and [hereafter called Contractor]
C.O.S. PROJECT MANAGER:

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

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

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

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

CONTRACTOR DATA, REGISTRATION, and SIGNATURE

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

I, the undersigned, agree to perform the work outlined in this Contract in accordance with the terms and conditions listed on pages 2-7 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract.

CONTRACTOR: signature date

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

C.O.S. PROJECT MANAGER: signature date
PUBLIC WORKS DIRECTOR: signature date
CITY MANAGER: signature date

STANDARD CONTRACT PROVISIONS

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

1. Access to Records

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

2. Audits

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

3. Effective Date and Duration

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

4. Payments

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

5. Early Termination of Contract

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

6. Payment on Early Termination

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

7. Remedies

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

8. Subcontracts and Assignment

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

9. Compliance with Applicable Law

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

10. Indemnity - Standard of Care

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

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

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

11. Insurance

Contractor shall obtain at its expense, and maintain for the term of this contract, occurrence form commercial general liability and commercial automobile liability insurance, including coverage for all owned, hired, and non-owned automobiles, for the protection of Contractor, the City, its Councilors, officers, agents, volunteers, and employees. Such coverage shall be primary and non-contributory. Coverage shall include personal injury, bodily injury, including

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

12. Ownership of Work Product

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

13. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub I. 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

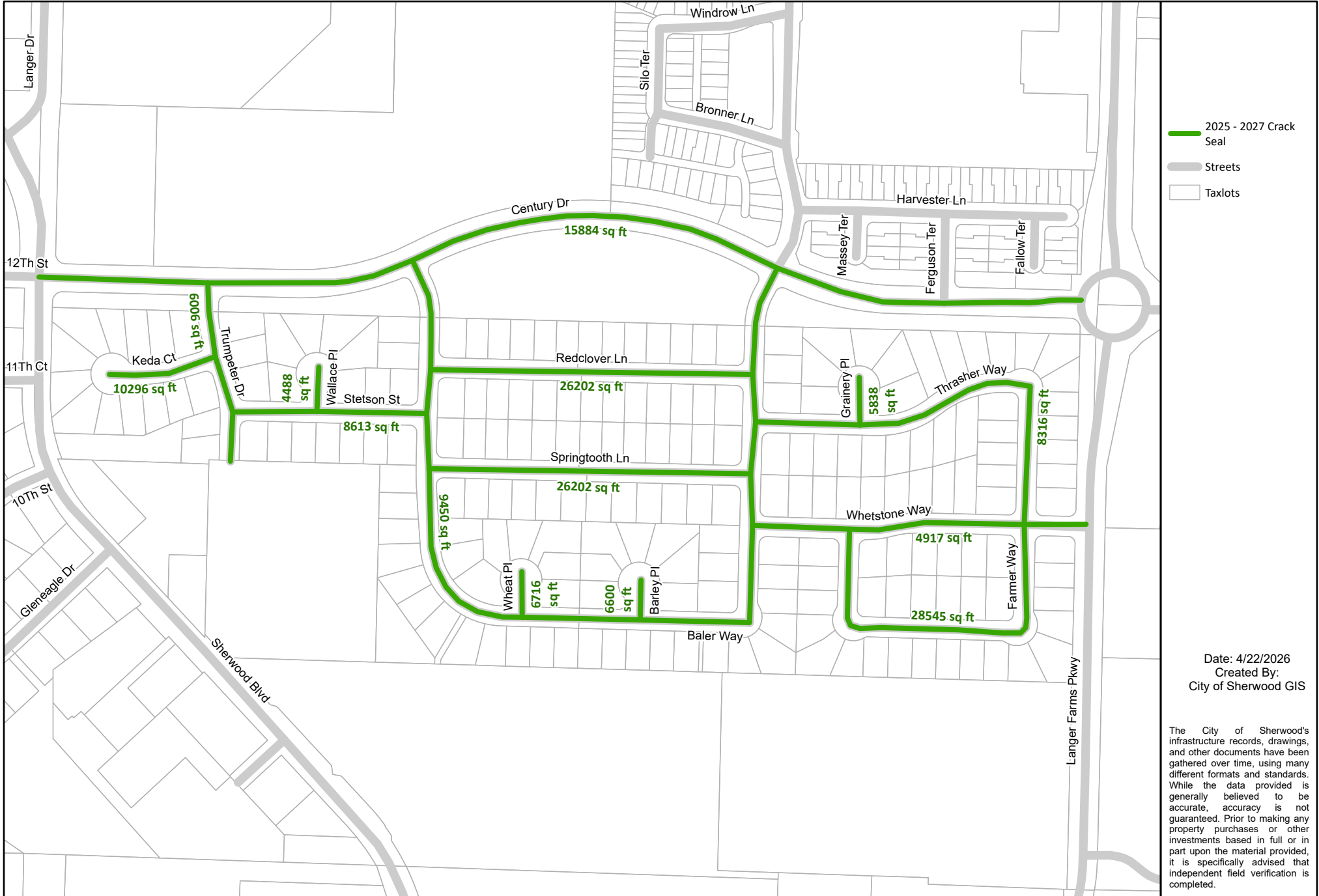
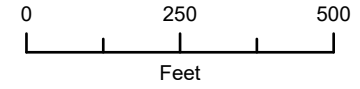
- (a) As provided by ORS 279C.505, Contractor shall:
 - (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor 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]



Crack Sealing Area 1 for Fiscal Yrs 2025 - 2027

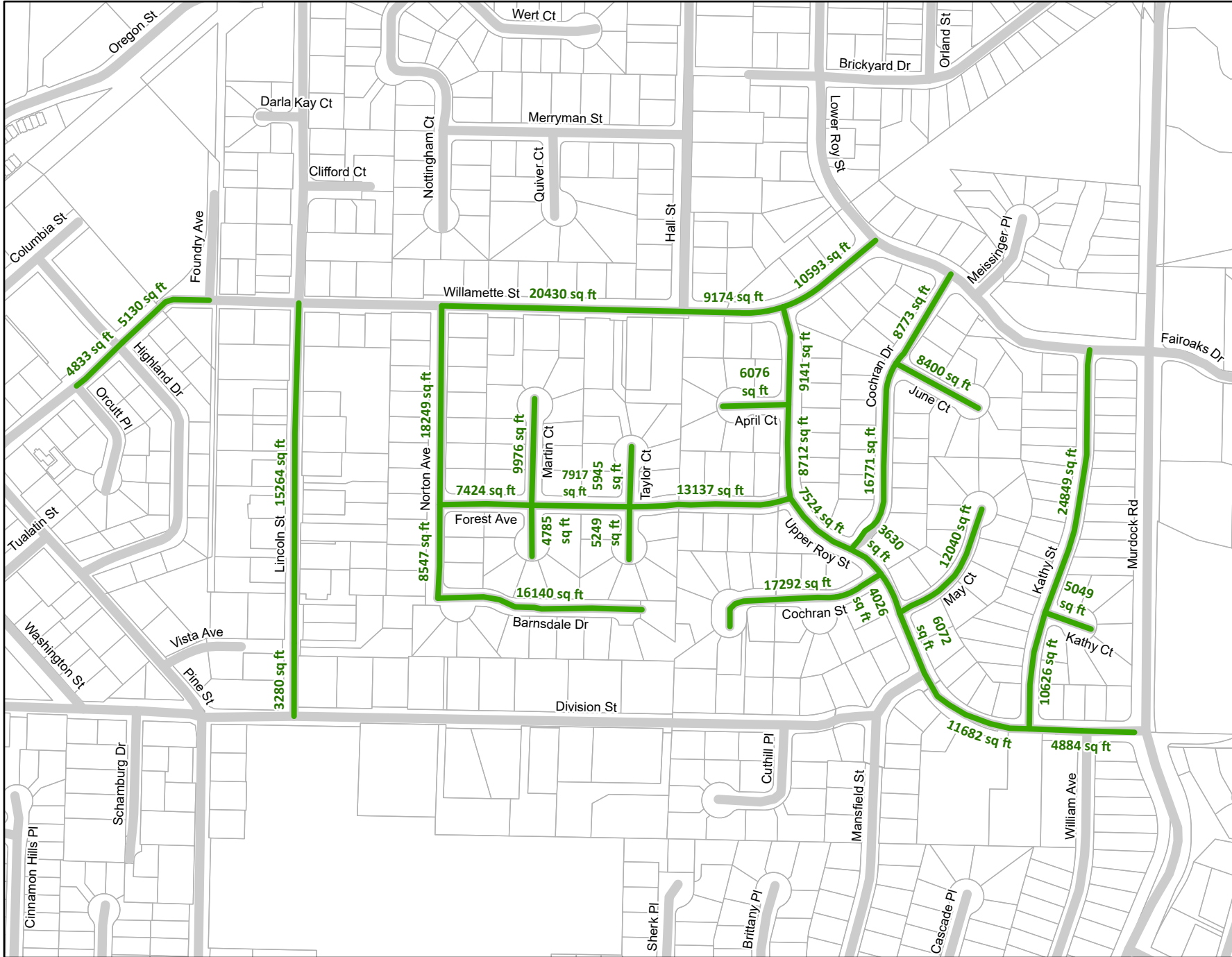
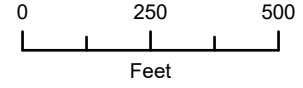


- 2025 - 2027 Crack Seal
- Streets
- Taxlots

Date: 4/22/2026
Created By:
City of Sherwood GIS

The City of Sherwood's infrastructure records, drawings, and other documents have been gathered over time, using many different formats and standards. While the data provided is generally believed to be accurate, accuracy is not guaranteed. Prior to making any property purchases or other investments based in full or in part upon the material provided, it is specifically advised that independent field verification is completed.

Crack Sealing Area 2 for Fiscal Yrs 2025 - 2027



- 2025 - 2027 Crack Seal
- Streets
- Taxlots

Date: 4/22/2026
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