



Amended 4-1-2025

## URBAN RENEWAL AGENCY Agenda

222 NE 2<sup>nd</sup> Avenue, Canby, OR, 97013 | Ph: (503) 266-4021 | [www.canbyoregon.gov](http://www.canbyoregon.gov)

**April 2, 2025 – 6:00PM**

The Urban Renewal Agency meeting may be attended in person in the Council Chambers at 222 NE 2<sup>nd</sup> Avenue, Canby, OR 97013

The meetings can be viewed on YouTube at:  
<https://www.youtube.com/channel/UCn8dRr3QzZYXoPUEF4OTP-A>

The public can register to attend the meeting virtually by contacting the Deputy City Recorder; [ridgleyt@canbyoregon.gov](mailto:ridgleyt@canbyoregon.gov) or call 503-266-0637.

For questions regarding programming, please contact: Willamette Falls Studio (503) 650-0275; [media@wfmstudios.org](mailto:media@wfmstudios.org)

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**1. CALL TO ORDER**

**2. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

**3. CONSENT AGENDA**

- a. Approval of the March 5, 2025, Urban Renewal Agency Meeting Minutes. Pg. 1

**4. RESOLUTION**

- a. Consider UR Resolution No. 25-001: Authorizing the Urban Renewal Director to Execute a Contract with KNL Industries, in the Amount of \$234,390.00 for construction of new walking path connecting the Logging Road Trail Path with HWY 99E. Pg. 2

**5. NEW BUSINESS**

- a. Finalize the Transition of the Current Urban Renewal District Expenses - **Updated 4-1-2025** Pg. 87

**6. ADJOURN**

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\*The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Teresa Ridgley at 503.266.0637. A copy of this Agenda can be found on the City’s web page at [www.canbyoregon.gov](http://www.canbyoregon.gov).

**CANBY URBAN RENEWAL AGENCY  
MEETING MINUTES  
March 5, 2025**

**PRESIDING:** Chair Traci Hensley

**COMMISSIONERS PRESENT:** Brian Hodson, James Davis, Daniel Stearns, Paul Waterman, and Jason Padden.

**COMMISSIONERS ABSENT:** Herman Maldonado

**STAFF PRESENT:** Eileen Stein, Agency Director and Maya Benham, Administrative Director/  
City Recorder.

**CALL TO ORDER:** Chair Hensley called the meeting to order at 7:02pm.

**CITIZEN INPUT AND COMMUNITY ANNOUNCEMENTS:** None

**CONSENT AGENDA: \*\*Commissioner Hodson moved to approve the consent agenda which included the Reappointment of Member Jack Pendleton to the Urban Renewal Budget Committee with a term ending June 30, 2027. Motion seconded by Commissioner Davis and passed 7-0.**

**ADJOURN:** Chair Hensley adjourned the meeting at 7:04pm.

Maya Benham, CMC  
City Recorder

Traci Hensley  
Chair

Assisted with Preparation of the Minutes – Teresa Ridgley



## URBAN RENEWAL AGENCY Staff Report

Meeting Date: 4/2/2025

To: Urban Renewal District Chair Hensley and Commissioners  
Thru: Eileen Stein, City Administrator  
From: Jerry Nelzen, Public Works Director  
Agenda Item: Consider UR Resolution No. 25-001: Authorizing the Urban Renewal Director to Execute a Contract with KNL Industries, in the Amount of \$234,390.00 for construction of new walking path connecting the Logging Road Trail Path with HWY 99E.  
Goal: Develop a More Robust Parks & Recreation Program Aligned with the Parks Master Plan.  
Objective: N/A

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### **Summary**

The scope of work includes a new 425 foot path between the existing Logging Road Trail and the existing sidewalk along Pacific HWY 99E. The project is located roughly 820 ft north of S Pine Street & Pacific HWY 99E and 3000 foot south of the Canby Fred Meyer. A new wall, fencing and path lightning are also included in the improvements project.

### **Background**

In April 2021, the Canby Urban Renewal Agency realized savings related to the refinancing of Urban Renewal debt. The debt refinancing saved the City of Canby approximately \$6,000,000. At that time, the Urban Renewal Agency asked staff to explore which projects could still be constructed within the timeline of the close of the Urban Renewal District.

During Summer 2021, the Urban Renewal Agency participated in a presentation and discussion with City Staff from Finance and Public Works. The discussion revolved around the list of potential projects previously identified within the Urban Renewal Plan. The discussion identified the two main projects for consideration: Logging Road Bridge Path and access to HWY 99E from the trail and North Fir Street improvements.

Over the course of several meetings, the Urban Renewal Agency Board discussed which projects it would spend the remaining funds on, including painting the entire logging road bridge. But on January 22, 2025, the Urban Renewal Agency Board gave staff the final approval to develop the pathway only as a project.

### **Discussion**

On February 28, 2025, Canby Public Works advertised a request for proposal for construction of the Canby Logging Road Trail Path Improvements. Of the 15 contractors that submitted, KNL Industries was low bid at \$234,390.00

**Attachments**

1. URA Resolution No 25-001
2. Resolution
3. Logging Image 1
4. Logging Image 2
5. Bid Opening Track Log
6. Logging Trail Contract

**Fiscal Impact**

This project is included in the FY 24-25 budget (URA – General Fund) in the amount of \$562,000.

**Options**

1. Approve the contract for Logging Road Trail Path.
2. Deny the contract with further instructions to staff.

**Recommendation**

It is recommended that the City Council approve the contract with KNL Industries as presented.

**Proposed Motion**

“I move to approve Urban Renewal Resolution No. 25-001: Authorizing the Urban Renewal Director to execute the contract with KNL Industries in the amount of \$234,390.00 for construction of new walking path connecting the Logging Road Trail Path with HWY 99E.”

**UR RESOLUTION NO. 25-001**

**A RESOLUTION AUTHORIZING THE URBAN RENEWAL AGENCY DIRECTOR TO EXECUTE A CONTRACT WITH KNL INDUSTRIES FOR THE CONSTRUCTION OF NEW WALKING PATH CONNECTING THE LOGGING ROAD TRAIL PATH WITH HWY 99E.**

**WHEREAS**, KNL Industries was selected in the aforementioned process as a qualifying contractor;

**WHEREAS**, KNL Industries and their subcontractors for this project, have provided the preliminary planning efforts including identifying the project description and project management;

**WHEREAS**, the City of Canby Urban Renewal Agency has approved funds for the Canby Logging Road Trail Path Improvements; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Canby Urban Renewal of the City of Canby that the Urban Renewal Director is hereby authorized and directed to make, execute, and declare in the name of the CANBY URBAN RENEWAL AGENCY and on its behalf, an appropriate contract with KNL Industries for construction of the walking path connecting the Logging Road Trail Path with HWY 99E in an amount not to exceed \$234,390.00.

This resolution will take effect on April 2, 2025.

**ADOPTED** this 2<sup>nd</sup> day of April, 2025, by the Canby Urban Renewal Agency.

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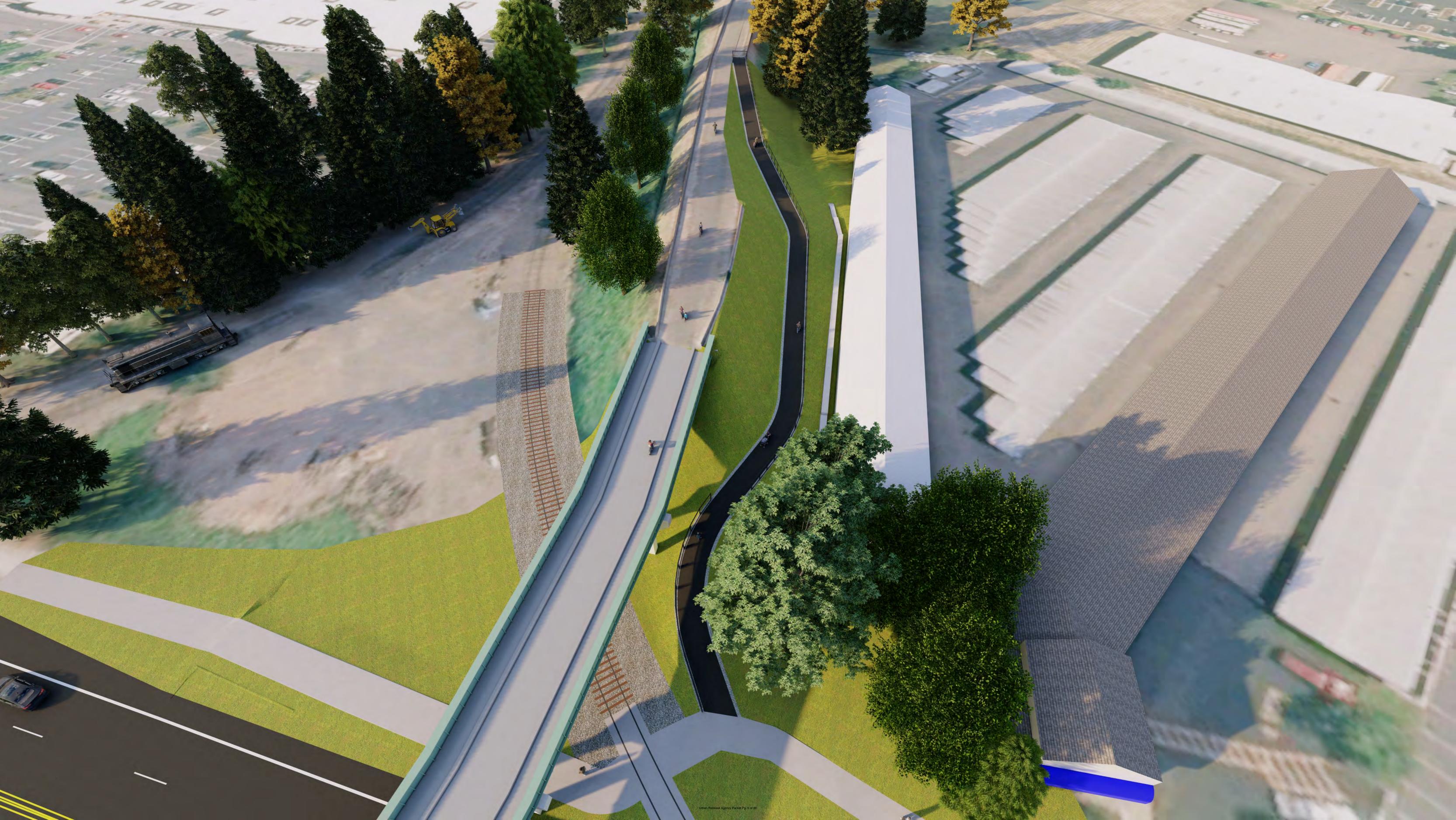
Traci Hensley  
Chair

**ATTEST:**

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Maya Benham, CMC  
City Recorder







## Logging Trail Bid opening.

Company Name	Total Price
Bill Erickson Heavy construction	\$499,000
ELM construction	\$374,770
NW construction general	\$339,775
Pacific <del>excavation</del> excavation	\$295,000
Ray Clark & sons	\$411,224
EXO <del>Exc</del> Contracting	\$295,688.41
JQ construction	\$297,341.
North Santiam Paving	\$472,450
<del>First tier</del> Subcontractor	
Western united civil group	\$354,175
Turney excavating	\$593,256
* KNL industries	\$234,390
ATK construction	\$453,670
D&D Concrete & utilities	\$337,372
Canby Excavating	\$253,151
Wurdinger excavating	\$342,740.25

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# CITY OF CANBY

## LOGGING ROAD TRAIL PATH IMPROVEMENTS

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### CONTRACT DOCUMENTS, GENERAL CONDITIONS & TECHNICAL SPECIFICATIONS

CLACKAMAS COUNTY, OREGON



**MARCH 2025**

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**CONTRACT DOCUMENTS, GENERAL CONDITIONS  
AND TECHNICAL SPECIFICATIONS**

# **CITY OF CANBY**

## **Logging Road Trail Path Improvements**

**Clackamas County, Oregon**



EXPIRES: 06/30/2025

**March 2025**

Harper Houf Peterson Righellis Inc.  
205 SE Spokane Street Suite 200  
Portland, Oregon 97202



# CITY OF CANBY

## Logging Road Trail Path Improvements

### TABLE OF CONTENTS

Notice to Contractors .....	1
Instruction to Bidders .....	2
Bid Proposal .....	11
Bid Bond .....	14
First-Tier Subcontractor Disclosure Form .....	16
Contract for Construction .....	17
Construction Performance Bond .....	21
Construction Payment Bond .....	25
Prevailing Wage Rate Determination .....	29
Special Provisions .....	30



**NOTICE TO CONTRACTORS**

**NOTICE TO CONTRACTORS**

## NOTICE TO CONTRACTORS

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The City of Canby Public Works Director will be receiving sealed bids for improvements to the Canby Logging Road Trail path Improvements until 2:00 P.M on Thursday, March 13, 2025 at which time bidding will be closed.

Pursuant to ORS 279C.370(2), within two (2) working hours of the Bid Closing, all Bidders shall submit to the City a disclosure form as furnished with these bid documents identifying any first- tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

- Five percent of the total Contract Price, but at least \$15,000, or
- \$350,000 regardless of the percentage of the total Contract Price.

Bids and disclosure forms shall be addressed to Mr. Jerry Nelzen, Public Works Director and delivered to the Canby City Hall, 222 NE 2<sup>nd</sup> Ave, Canby, OR 97013. At 2:00 P.M. bids will be opened and read aloud in the conference room at City Hall. Only bids for which a disclosure form has been submitted within two (2) working hours of the Bid Closing date and time will be considered responsive.

The scope of work includes a new 425 ft path between the existing Logging Road Trail and the existing sidewalk along Pacific Highway E. The project is located roughly 820 ft north of S Pine Street & Pacific Highway E and 3000 ft south of the Canby Fred Meyer. A new wall and fencing are also included in the project improvements. The estimated construction cost of this project is between \$350,000 and \$420,000.

Plans and specifications will be available on Thursday, February 27, 2025, on the City of Canby's website (<https://www.canbyoregon.gov/rfps>) or at the offices of Harper Houf Peterson Righellis Inc, 205 SE Spokane Street Suite 200, Portland, Oregon, 97202, telephone: (503) 221-1131. All questions related to the project shall be directed to Bobby Jacobson, Harper Houf Peterson Righellis Inc, (503) 221-1131. Bid documents are also available for purchase through Precision Images (503) 274-2030.

Bidders must be pre-qualified to bid on this project. Bidders not currently pre-qualified by the Owner, Engineer, or the Oregon Department of Transportation may apply for pre-qualification with the Owner or Engineer prior to the bid opening on forms available or similar to those available from the Oregon Department of Transportation.

No bid shall be received or considered unless the Bidder is registered with the Construction Contractors Board as required by ORS chapter 701.021.

To be considered, bids must be completed on the bidding forms provided, in the manner prescribed in the bidding documents and accompanied by a 5% bid security in favor of the City of Canby. Each bidder must indicate in the space provided on the Bid Form, whether they are a Resident or Non-Resident Bidder pursuant to ORS 279A.120.

This public works project is subject to the provisions of ORS 279C.800 to ORS 279C.870. By submission of a bid, each bidder certifies that Oregon Prevailing Wage Rates are included in the bid prices. Contractors need not be licensed for asbestos handling per ORS 468A.720 to complete this project. A pre-bid conference will not be held for this project.

The City of Canby reserves the right to reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all bids upon a finding of the agency it is in the public interest to do so, and may waive all informalities. No bidder may withdraw or modify his bid prior to the lapse of thirty (30) days after bid opening.

By Order of the City Council of the City of Canby.

## **INSTRUCTIONS TO BIDDERS**

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### **ARTICLE 1 - DEFINED TERMS**

- 1.1 Terms used in these Instructions to Bidders which are defined in the Standard Specifications and Special Provisions of the Construction Contract have the meanings assigned to them in the the Standard Specifications and Special Provisions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **ARTICLE 2 - COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from ENGINEER.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

- 3.1 Bidders must be pre-qualified to bid on this project. Bidders not currently pre-qualified for this Contract by the OWNER, ENGINEER or the Oregon State Department of Transportation may apply for pre-qualification by filing a completed pre-qualification statement with the ENGINEER on a form prescribed by the Oregon State Department of Transportation. Bidders filing pre-qualification applications with the ENGINEER should file the statement no later than the scheduled date for receipt of Bids.

### **ARTICLE 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.

- 4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.
- 4.4 Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.5 On request in advance, OWNER will provide each bidder access to the site to conduct such explorations and tests as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 4.7 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work to complete the project.

## **ARTICLE 5 - INTERPRETATIONS AND ADDENDA**

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than three days prior to the date for the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

## **ARTICLE 6 - BID SECURITY**

- 6.1 Bid Security in the amount of five percent (5%) of the Base Bid must accompany each Bid proposal. Bid Security may be in the form of a surety bond or cashier's check, but if it is a surety bond, it must comply with the requirements of the Standard Specifications and Special Provisions. If a surety bond is submitted as Bid Security, it shall be written on EJCDC NO. C-430, Bid Bond, or similar instrument, and the attorney-in- fact who executes the bond shall affix to the bond a current copy of his power of attorney. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
- 6.2 The Bid security of the top three Bidders may be retained until the successful Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Securities will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the OWNER believes to have a reasonable chance of receiving the award` may be retained by the OWNER until the earlier of the seventh day (7th) day after the Effective Date of the Agreement or the thirty first (31<sup>st</sup>) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security and Bids which are not competitive will be returned within seven (7) days after the Bid opening.

## **ARTICLE 7 - CONTRACT TIME**

- 7.1 The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

## **ARTICLE 8 - LIQUIDATED DAMAGES**

- 8.1 Provisions for liquidated damages are set forth in the Agreement. Delay damages will be assessed for failure to achieve substantial completion AND/OR final completion as defined in the Standard Specifications and Special Provisions. Liquidated damages shall be paid by the Contractor to the Owner, or the OWNER may withhold damages from any amounts due to the Contractor.

## **ARTICLE 9 - SUBSTITUTING "OR-EQUAL" ITEMS**

- 9.1 The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. All materials and equipment shall be as specified "or equal", without regard to the presence or lack of "or equal" verbiage in the specific specification unless noted otherwise. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the ENGINEER at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. The ENGINEER'S decision of approval or disapproval of a proposed substitution shall be final. If ENGINEER approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

## **ARTICLE 10 - SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 10.1 The OWNER may require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder if requested shall within seven (7) days after the Bid opening submit to the OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification of each such Subcontractor, Supplier, person, or organization if requested by the OWNER.
- 10.2 If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.

- 10.3 Any Subcontractor, Supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.07 of the Standard Specifications and Special Provisions.
- 10.4 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

## **ARTICLE 11 - BID FORM**

- 11.1 The Bid Form is included within the Contract Documents.
- 11.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 11.6 A Bid by an individual shall show the Bidder's name and official address.
- 11.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 11.8 All names must be typed or printed below the signature.
- 11.9 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.10 The CCB Registration, business address and telephone number for communications regarding the Bid must be shown.

## **ARTICLE 12 - SUBMISSION OF BIDS**

- 12.1 To be responsive, bids shall be submitted electronically at the time and place identified in the Advertisement or Invitation to Bid, be executed as detailed in these Instructions to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

- 12.2 To be responsive CONTRACTOR must complete, sign, and submit the following documents:
- a. Bid Proposal
  - b. Bid Bond
  - c. First Tier Disclosure

### **ARTICLE 13 - MODIFICATION AND WITHDRAWAL OF BIDS**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

### **ARTICLE 14 - OPENING OF BIDS**

- 14.1 Due to safety concerns, bids will be opened at the Public Works Department and office of Harper Houf Peterson Righellis Inc. Bidders are welcome to attend the bid opening via a Zoom meeting of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of the Bids.

### **ARTICLE 15 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 15.1 All bids will remain subject to acceptance for thirty (30) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

### **ARTICLE 16 - AWARD OF CONTRACT**

- 16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER determines the Bid to be non-responsive per ORS 279B.110. In the event of discrepancy between the written and numerical amounts the written prices will govern. Discrepancies in the multiplication of units of Work and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 16.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions.
- OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 If the contract is to be awarded, the award will be based upon the lowest responsive/responsible bid for the total of the Basic Bid and such alternatives that in the sole judgement of the OWNER will best serve its interests.
- 16.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) days after the Bid opening.
- 16.7 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

## **ARTICLE 17 - CONTRACT SECURITY**

- 17.1 Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in an amount equal to 100 percent of the Contract Sum. The cost of the furnishing of such bonds shall be included in the Bid. The Surety issuing such bonds shall be licensed to issue bonds in the State of Oregon. Such bonds shall comply with the provisions of the Standard Specifications and Special Provisions.

## **ARTICLE 18 - SIGNING OF AGREEMENT**

- 18.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by three unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within twenty-five (25) days thereafter, OWNER shall deliver one fully signed counterpart to Contractor. Each counterpart shall include a complete set of Drawings attached by reference.

## **ARTICLE 19 - CONFERENCES**

### **19.1 PRE-BID CONFERENCE**

If a pre-bid conference is specified in the Notice to Contractors, it shall be non-mandatory. If so scheduled, representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. The time and date of the pre-bid meeting will be provided by the Engineer.

### **19.2 PRECONSTRUCTION CONFERENCE**

Either before or soon after the actual award of the Contract (but in any event prior to the start of Work at the site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the OWNER, the funding agencies, and the ENGINEER. The Conference will be held for review and acceptance of schedules referred to in the Standard Specifications and Special Provisions, to establish procedures for handling shop drawings and other submittal and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the Contractor by the OWNER. The Contractor will notify his subcontractors of the Conference and require their attendance.

## **ARTICLE 20 - IDENTIFICATION**

- 20.1 The word "OWNER" as used herein refers to the CITY OF CANBY, as identified in the proposal, with whom the CONTRACTOR will enter into an agreement for the work. The OWNER shall be responsible for actions requested by the ENGINEER including payment in accordance with the terms of the Contract.
- 20.2 The word "ENGINEER" as used throughout these documents refers to the firm of Harper Houf Peterson Righellis Inc. All correspondence, notifications, and requests of the OWNER by the CONTRACTOR shall be through the ENGINEER.
- 20.3 The word "CONTRACTOR" refers to the corporation, partnership or sole proprietorship which enters into a contractual obligation with the OWNER to complete the work. Subcontractors shall not be recognized.

## ARTICLE 21 - FIRST -TIER SUBCONTRACTOR DISCLOSURE

- 21.1 Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- a. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
  - b. Will have a contract value that is equal to or greater than five percent of the total project bid, or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- 21.2 The disclosure of first-tier subcontractors under this subsection must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in the form provided in this bid document.
- 21.3 If the Bidder will not be using any Subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.
- 21.4 THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE, EVEN IF NO SUBCONTRACTORS ARE LARGE ENOUGH TO BE DISCLOSED PER OAR 125-249-0360.





**BID PROPOSAL**

---

To: Mr. Jerry Nelzen \_\_\_\_\_, 2025  
Public works Director  
City of Canby  
222 NE 2<sup>nd</sup> Avenue  
Canby, OR 97013

The undersigned is a (indicate one):

\_\_\_\_\_ RESIDENT                      \_\_\_\_\_ NON-RESIDENT

bidder as defined by ORS 279A.120, structured as (check one of the following and insert information requested):

- \_\_\_\_\_ a. A Corporation organized and existing under laws of the State of \_\_\_\_\_; or
- \_\_\_\_\_ b. A Partnership registered under the laws of the State of \_\_\_\_\_; or
- \_\_\_\_\_ c. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_.

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the OWNER.

The bidder further declares that: a) he has examined the plans, specifications, and other proposed contract documents; b) he has determined the extent, character, and location of the proposed Work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the Work, and topography of the site of the Work; and c) he has personally inspected the site of the Work and has satisfied himself as to the conditions of the Work and understands the listing of materials as included herein is brief and is intended only to associate the said quantities with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled:

**City of Canby  
Logging Road Trail Path Improvements**

and all specified work appurtenant thereto, and in connection with this project for the OWNER with the time limit specified, and in accordance with plans, specifications and change order documents prepared by the ENGINEER for the sums set forth in the following schedule of prices, it being understood that the unit prices are independent of the exact quantities involved and that they represent a true measure of the labor and materials required to perform the Work.

The successful bidder agrees that if this proposal is accepted, bidder will execute the required documents and supply the required submittal information as specified herein, within the time frames established herein.

The successful bidder agrees to be substantially complete with all work no later than **September 30, 2025** and achieve final completion within 30 calendar days after issuance of the Certificate of Substantial Completion including punch list items.

In the event the successful bidder fails to achieve Substantial Completion or Final Completion of the project within the time limits specified or extended time limits as agreed upon, liquidated damages shall be paid to the OWNER or deducted from amounts due the Contractor, at the rate of Six Hundred Dollars (\$600.00) per calendar day until Substantial Completion is achieved, and/or until Final Completion is achieved. Sundays and legal holidays shall be excluded in determining the number of days in default.

**BID SCHEDULE – LOGGING ROAD TRAIL PATH IMPROVEMENT:**

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>Part 00200 - Temporary Features and Appurtenances</b>						
1	210	Mobilization	LS	1		
2	221	Temporary Work Zone Traffic Control, Complete	LS	1		
3	280	Erosion Control	LS	1		
<b>Part 00300 - Roadwork</b>						
4	305	Construction Survey Work	LS	1		
5	310	Removal of Structures and Obstructions	LS	1		
6	320	Clearing and Grubbing	LS	1		
7	330	Earthwork - Excavation & Embankment	LS	1		
<b>Part 00500 - Bridges and Walls</b>						
8	00596B	Retaining Wall, Concrete Block	LS	1		
<b>Part 00600 - Bases</b>						
9	641	3/4" - 0 Aggregate Base	CY	103		
<b>Part 00700 - Wearing Surfaces</b>						
10	744	Level 2, 1/2 Inch Dense, ACP Mixture	TON	87		
<b>Part 00900 - Permanent Traffic Control and Illumination Systems</b>						
11	970	Illumination System	LS	1		
<b>Part 01000 - Right of Way Development and Control</b>						
12	1030	Permanent Seeding	AC	0.2		
13	1050	4' Tall Chainlink Fence, Black Vinyl Coated	LF	491		
<b>TOTAL</b>						

Accompanying herewith is Bid Security, which is equal to five percent (5%) of the total amount of the Basic Bid.

The undersigned agrees, if awarded the Contract, to execute and deliver to the OWNER within fifteen (15) days after receiving the Contract forms, an Agreement and satisfactory Construction Performance and Construction Payment Bonds each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided therefor by the OWNER. The Surety requested to issue the Construction Performance Bond will be:

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Agent Name & Phone Number)

The undersigned hereby authorizes said Surety to disclose any information to the OWNER concerning the undersigned's ability to supply a Construction Performance Bond in the amount of the Contract.

The undersigned certifies that (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Advertisement for Bids designed to limit independent bidding or competition, (2) the contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the bids, and (3) if awarded the Contract, he will commence work within ten (10) calendar days after the date of Notice to Proceed and that he will complete the Work within the specified number of days set forth in the Agreement.

The undersigned certifies that he has received and duly considered the following Addenda to the specifications.

Addenda: No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

The undersigned agrees if awarded the Contract, that he will comply with the provisions of the Contract Documents and will comply with the provisions of ORS 279C.800 and Oregon Prevailing Wage Rates.

Name of Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. / Email Address \_\_\_\_\_ / \_\_\_\_\_

Construction Contractors Board No. # \_\_\_\_\_

If Corporation,

Attest: \_\_\_\_\_

Secretary of Corporation

\*If bid is by a partnership, then one of the partners must sign the bid.



**BID BOND**

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: Address <i>(principal place of business)</i> :	<b>Bid</b> Project <i>(name and location)</i> :  Bid Due Date:
<b>Bond</b> Penal Sum <i>(amount)</i> : Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**FIRST-TIER DISCLOSURE STATEMENT**

**FIRST-TIER DISCLOSURE STATEMENT**



**FIRST-TIER SUBCONTRACTOR DISCLOSURE**

PROJECT NAME: \_\_\_\_\_  
 BID #: \_\_\_\_\_  
 BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.  
 (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone no.: ( ) \_\_\_\_\_

- ORS 279C.370 First-tier subcontractor disclosure.** (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
  - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
- (c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than \$100,000.
- (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

**CONTRACT FOR CONSTRUCTION**

**CONTRACT FOR CONSTRUCTION**

## CONTRACT FOR CONSTRUCTION

---

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 by and between  
City of Canby

\_\_\_\_\_  
City of Canby

(hereinafter called OWNER) and

\_\_\_\_\_  
(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

**City of Canby  
Logging Road Trail Path Improvements**

The scope of work includes a new 425 ft path between the existing Logging Road Trail and the existing sidewalk along Pacific Highway E. The project is located roughly 820 ft north of S Pine Street & Pacific Highway E and 3000 ft south of the Canby Fred Meyer. A new wall, fencing, and pathway illumination are also included in the project improvements.

### ARTICLE 2 - ENGINEER

The Project has been designed by Harper Houf Peterson Righellis Inc, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed no later than **September 30, 2025** and completed and ready for final payment within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.

3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance the Standard Specifications. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Six Hundred Dollars (\$600.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

**ARTICLE 4 - CONTRACT PRICE**

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds by check, an amount totaling

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) as shown in the attached Bid Proposal

**ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications and Special Provisions. Applications for Payment will be processed by ENGINEER as provided in the Standard Specifications and Special Provisions..

5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in t h e Standard Specifications and Special Provisions.

- A. Prior to Substantial Completion progress payments will be in an amount equal to:
  - a. 95 % of the Work completed; and
  - b. 95 % of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as ENGINEER shall determine in accordance with the Standard Specifications and Special Provisions.

- 5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with the Standard Specifications and Special Provisions, OWNER shall pay the remainder of the value of the Contract Work completed, as recommended by ENGINEER as provided in said paragraph 15.06.

**ARTICLE 6 - INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

**ARTICLE 8 - CONTRACT DOCUMENTS**

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement
- 8.3 Performance and other Bonds
- 8.4 Notice of Award
- 8.5 Special Provisions
- 8.6 Drawings & Specifications bearing the following general title:

City of Canby  
Logging Road Trail Path Improvements

- 8.7 Addenda numbers\_\_\_\_\_
- 8.8 CONTRACTOR'S Bid
- 8.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in the Standard Specifications and Special Provisions).

**ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in the Standard Specifications and Special Provisions shall have the meanings indicated in the Standard Specifications and Special Provisions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon trial or subsequent appeal.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2025.

Owner:

Contractor:

**City of Canby  
P.O. Box 930  
Canby, OR 97013**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

**CONSTRUCTION PERFORMANCE BOND**

**CONSTRUCTION PERFORMANCE BOND**

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: _____</p> <p>Mailing address <i>(principal place of business)</i>: _____</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____	_____
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**CONSTRUCTION PAYMENT BOND**

**CONSTRUCTION PAYMENT BOND**

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: _____</p> <p>Mailing address <i>(principal place of business)</i>: _____</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: _____</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:</p> <p><input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

**PREVAILING WAGE RATE FORMS**

**PREVAILING WAGE RATE FORMS**

## **PREVAILING WAGE RATES FOR PUBLIC WORKS CONSTRUCTION**

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This project is subject to the State of OREGON BOLI Prevailing Wage Rates, effective as of the date of the publication soliciting bids, which are incorporated by reference.

The current Prevailing Wage Rate Book is available online and can be viewed and printed in its entirety at:

**<http://www.oregon.gov>**

**SPECIAL PROVISIONS**

## **SPECIAL PROVISIONS**

**SPECIAL PROVISIONS  
FOR HIGHWAY CONSTRUCTION**



**CITY OF CANBY, OREGON  
CANBY LOGGING ROAD TRAIL PATH IMPROVEMENTS  
CLACKAMAS COUNTY  
MARCH 2025**

**PREPARED BY:**



EXPIRES: 06/30/2025

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

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

1. Construct new asphalt concrete pavement path between the existing Logging Road Trail and the existing sidewalk along the east side of Highway 99E.
2. Construct retaining wall on south side of new path.
3. Install chainlink fencing along new path.
4. Install pathway illumination system.
5. Perform additional and Incidental Work as called for by the Specifications and Plans.

### **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

The following general notes apply to the entirety of the referenced edition of the "Oregon Standard Specifications for Construction"

- Delete all references to ODOT eBIDS website and to electronic submission of bids by any means. The City shall only accept paper bid submissions.
- The City's standard drawings and the City's Design Manual shall take precedence in the case of any conflicts.
- Delete all references to Doc Express. The City of Canby uses email communications.

### **CLASS OF PROJECT**

This is a City of Canby funded project. No federal or state funds

## SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

**00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- ODOT Construction Surveying Manual for Contractors  
[www.oregon.gov/ODOT/ETA/Documents\\_Geometronics/Construction-Survey-Manual-Contractors.pdf](http://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf)

## SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

**00120.00 Prequalification of Bidders** – Delete verbiage in this sub-section and replace with the following:

Bidders must be pre-qualified with the Oregon Department of Transportation (ODOT) in accordance with the applicable parts of ORS 279 and ORS 701 and matters which can in any way affect the work hereof in order to enter into a Contract with the City of Canby.

Bids will only be accepted from bidders prequalified with the Oregon Department of Transportation (ODOT). Proof of pre-qualification must be submitted to the City prior to Notice to Proceed.

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

1. Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and
2. Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work.

**00120.01 General Bidding Requirements** - Delete verbiage in this sub-section and replace with the following:

All bids must be paper bids and conform to the bidding requirements outlined in the Invitation to Bid.

No bids for construction contracts shall be received or considered by the City unless the Bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

- Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and

Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work.

**00120.05 Request for Plans, Special Provisions, and Bid Booklets** – Delete verbiage in this sub-section and replace with the following:

Project and bid documents are available on the City of Canby's website ([www.canbyoregon.gov/rfps](http://www.canbyoregon.gov/rfps)) for downloading. One set of construction plans and one set of specifications will be available for viewing at the office of Harper Houf Peterson Righellis Inc, 205 SE Spokane St. Suite 200, Portland, OR 97202. Bid documents are also available for purchase through Precision Images (503) 274-2030.

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** - Add the following to the end of this subsection:

Any explanation regarding the meaning or interpretation of contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid closing. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid closing shall not be binding.

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Document.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** – Delete verbiage in this sub-section and replace with the following:

The City reserves the right to make necessary changes or corrections to the bid documents prior to the opening of bids and will post an Addenda to the City's website ([www.canbyoregon.gov/rfps](http://www.canbyoregon.gov/rfps)).

Bidders who have provided a completed "Return Receipt" form to the City will be placed on the Plan Holders List. Although it is the intent of the City to notify all Plan Holders of Addenda, it is the responsibility of Plan Holders to check the website for changes.

Bids opened and found not to be based on the changes or corrections may be considered non-responsive.

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

**Jerry Nelzen, Public Works Director**  
**Canby City Hall**  
**222 NE 2nd Ave, Canby, OR 97013**  
**(503) 266-0759**  
**[nelzenj@canbyoregon.gov](mailto:nelzenj@canbyoregon.gov)**

Such comments shall be submitted no later than **4:00 PM, Seven (7) Calendar Days prior to the date of Public Bid Opening**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the City Engineer.

**00120.40 Preparation of Bids** – Delete this sub-section and replace with the following:

- a) **Bid Documents** - Bidders must submit their proposals on the proposal form provided in the Bid Document. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink, in numerals. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern. Alternative bids will not be considered unless specifically called for.

**Bids submitted electronically or via telegraphic or FAX methods will not be considered.**

Each bidder represents that his bid is based upon the specific materials and equipment, described in these Bid Documents. Specific manufacturer names and model numbers (if any) cited in the Specifications and Special Provisions indicate the required quality and features of items. Bidders wishing to provide items by different manufacturers shall request acceptance of their proposed substitutions in accordance with the following requirements:

No substitutions will be considered unless written request has been submitted to the City Engineer for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and

any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements.

Accepted substitutes will be listed in addenda emailed to each person or firm recorded by the City Engineer as having received the Bid Documents and will be available for inspection on the City's website ([www.canbyoregon.gov/rfps](http://www.canbyoregon.gov/rfps)).

- b) **Financial Guarantee** - Bid Guaranty, or Bid Security, shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Canby for an amount equal to no less than five (5) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the state of Oregon and said bonds shall be in all respects satisfactory and acceptable to the City.
- c) **Disclosure of First-Tier Subcontractors** - In accordance with **ORS 279C.370**, when the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about First-Tier Subcontractors.

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. This disclosure shall be submitted on the form as provided in these Bid Documents.

The First-Tier Subcontractor Disclosure Form may be submitted with the bid in the same envelope at the Bid Closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists **MUST** be submitted within two hours of the bid closing date and time.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City prior to the date and time as noted above to be a nonresponsive bid and may not award the contract to that contractor. The City is not required to determine the accuracy or completeness of the subcontractor disclosure.

**00120.45 Submittal of Bids** – Delete verbiage in this sub-section and replace with the following:

All bids must be submitted to the Public Works Director and prepared in a sealed envelope bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted, the time and date of the **Public Bid Opening**, and addressed to **Jerry Nelzen, Public Works Director**, at Canby City Hall as listed in Section 00120.30.

If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed as specified above.

Bids shall be submitted prior to the time fixed in the Invitation to Bid as advertised and included with these Bid Documents. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

**00120.50 Submitting Bids for More than One Contract** – Delete this sub-section in its entirety.

**00120.60 Revision or Withdrawal of Bids** – Delete verbiage in this sub-section and replace with the following:

Revised Bids - Bid revision(s) are allowed after an original submission only if prior to the bid opening date/time. Revision must be in a sealed envelope and signed by an authorized individual. Revisions must be complete replacement of original submittal and include bid schedule, bid guarantee, signature page, addendum and all other documents required for submittal.

Withdrawn Bids - Bids may be withdrawn at any time prior to the date and time of Bid Closing upon written or email request of the bidder. Negligence on the part of the bidder in preparing his or her bid shall not constitute a right to withdraw their bid after it has been opened.

**00120.90 Disqualification of Bidders** – Add the following paragraph to the end of this sub-section:

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

**00120.95 Opportunity for Cooperative Arrangement** – Delete this sub-section in its entirety.

## **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

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

**00130.10 Award of Contract** – Starting at the paragraph that states, “The Agency will provide Notice of Intent to Award on the ODOT procurement Office...” remove this and remainder of section and replace with the following:

The Agency will post the Notice of Intent to Award on the City webpage at <https://www.canbyoregon.gov/rfps>

The Award will not be final until the later of the following:

- Three working days after the Notice of Intent to Award has been posted.
- The Agency has provided a written response to each timely protest, denying the protests and affirming the Award or as written in a mutual agreement

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award in the form of a Notice of Award.

Notice of Award and Contract booklet ready for execution will be sent within **30 Calendar Days** of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

**00130.15 Right to Protest Award** – Delete verbiage in this subsection and replace with the following:

The *Notice of Intent to Award* by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Engineer within **Seven (7) Calendar Days** of the *Notice of Intent to Award*. If a protest is timely filed, the *Notice of Intent to Award* is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The *Notice of Intent to Award* and any written decision denying protest shall be sent to every bidder who provided an address.

**Right to Protest.** Any actual bidder who is adversely affected or aggrieved by the City's *Notice of Intent to Award* to another bidder on the same solicitation shall have **Seven (7) Calendar Days** after *Notice of Intent to Award* to submit to the City Engineer a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

**00130.40 Contract Submittals** - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsections (a), (b) and (c) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

**00130.40(c) Workers' Compensation** – Replace this subsection, except for the subsection number and title, with the following:

To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(e), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

**00130.50 Execution of Contract and Bonds** - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsection (a) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

**00130.50(a) By the Bidder** – Add the following to the end of this subsection:

All documents shall be submitted at the preconstruction meeting.

## **SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications.

## **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.15(c) Contractor’s Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305).

**00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models** – Delete the sub-section in its entirety.

**00150.50(c) Contractor’s Responsibilities** – Replace the bullet that begins “In addition to the notification required...” with the following bullet:

- In addition to the notification required in OAR 952-001-0090(7), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

## **SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications.

## SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.03 Testing by Agency** – Delete verbiage in this sub-section and replace with the following:

No testing will be performed by the Agency. All testing shall be the responsibility of the Contractor.

**00165.04 Costs of Testing** – Delete verbiage in this sub-section and replace with the following:

All required materials testing will be considered incidental to the bid item for which is being tested. (e.g. Asphalt for an asphalt bid item, rock for a rock bid item, concrete for a concrete item, etc.). No additional payment will be made for any required materials testing.

## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

Add the following subsection:

**00170.01(e) Railroads** – All railroad coordination and permitting shall be completed by the Contractor if construction access is taken from OR 99E.

**00170.08 Electronic Document Management** – Delete verbiage in this sub-section and replace with the following:

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Engineer and Agency via email unless hard copy format are specifically requested. Only documents submitted by the Contractor and recorded as received will be considered valid. Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

**(b) Digital Signatures and Requirements** – Delete the verbiage in this subsection and replace with the following:

Digital signatures for documents are permitted after the Notice To Proceed has been issued.

**00170.20 Public Works Bond** – Add the following paragraph to the end of this sub-section:

All bonds shall be written through companies rated with A.M. Best rating of A or better

**00170.61(a) Workers' Compensation** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

**00170.65(b)(1) Minimum Wage Rates** – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication *Prevailing Wage Rates for Public Works Contracts*. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

**00170.70(a) Insurance Coverages** – Add the following to the end of this subsection:

The following Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor are required pursuant to this subsection:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury And Property Damage)	\$1,000,000
e. Property Damage Liability Insurance will Provide Explosion, Collapse, and Underground Coverages where Applicable	\$1,000,000
f. Excess or Umbrella Liability	
1) General Aggregate	\$1,000,000
2) Each Occurrence	\$1,000,000

**00170.70(d) Additional Insured** – Replace the paragraph that begins "The liability insurance coverages of 00170(a)..." with the following paragraph:

Contractor shall name the following as Additional Insured under the Contract:

- City of Canby and its officers, agents, and employees
- Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants
- Submit Additional Insured Endorsement with the Certificate(s) of Insurance on forms acceptable to the City

**00170.70(g) Certificate(s) of Insurance** – Replace the bullet that begins "List the State of Oregon..." with the following bullet:

List the following as a Certificate holder and endorse as an Additional Insured:

- City of Canby and their respective officers, members, agents and employees

- Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants

**00170.72 Indemnity/Hold Harmless** – Add the following paragraph and bullet(s) to the end of this subsection:

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

- City of Canby and their respective officers, members, agents and employees
- City of Canby City Councilors
- Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants

**SECTION 00180 - PROSECUTION AND PROGRESS**

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

**00180.21(a) General** – Replace the bullet that begins " If the Subcontractor is providing any..." with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

<b>Limitations</b> .....	<b>Subsection</b>
Railways .....	00170.01(e)
Contract Time .....	00180.50(h)
Closed Lanes .....	00220.40(e)(1)

**00180.41 Project Work Schedules** - After the paragraph that begins "Contractor's activity..." add the following paragraphs:

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

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

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

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

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

- Shows at least three weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of one Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

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

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

In addition to the "look ahead" Project Work schedule, a Type C schedule as detailed in the Standard Specifications is required on this Contract.

**00180.42 Preconstruction Conference** – Delete verbiage in this sub-section and replace with the following:

A preconstruction conference shall be held before the project begins, at a time mutually agreed upon by the City and Contractor.

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

(Note: These materials shall be brought to the preconstruction conference for discussion followed by Engineer review.)

- Contractor's plan of operation and progress schedule

- List of 24 hour phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- Traffic/pedestrian Control Plan

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

- Proposed stockpile location
- Responsibility for damage
- Hours of work
- Sequencing and schedule of work
- Public notification procedures and responsibilities
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and City's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in Contract Documents
- Any other problems or questions concerning the work

**00180.50(h) Contract Time** - The Contractor shall complete all Work to be done under the Contract no later than **September 30, 2025**.

Refer to Section 00180.85 for liquidated damage for the overall contract and critical work items.

**00180.85(b) Liquidated Damages** - Add the following paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$600 per Calendar Day \*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the Standard Specifications.

## **SECTION 00195 - PAYMENT**

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

**00195.10 Payment For Changes in Materials Costs** – Replace this subsection with the following subsection:

**00195.10 Payment For Changes in Materials Costs** – No escalation/de-escalation clauses are included in this contract.

**00195.50(c)(1) Cash, Alternate A** – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest bearing account, established through the State Treasurer for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

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

**00195.50 Progress Payments and Retained Amounts** – Modify these sub-sections as follows:

**(a) Progress Payments**

**(1) Progress Estimates** – Delete the first sentence in this sub-section and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for approval.

**(4) Limitations on Value of Work Accomplished** – Delete the phrase “Engineer’s estimate” in this sub-section and replace with the following:

“Contractor’s estimate”

**(b) Retainage** – Delete the first paragraph in this sub-section and replace with the following:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished and will be retained in one of the forms specified in sub-section 00195.50(c), including the modifications specified below. The City will withhold Retainage from all force account and change order work.

**(c) Forms of Retainage** – Delete the first paragraph in this sub-section and replace with the following:

Forms of acceptable retainage are set forth below in sub-section 00195.50(c)(1) through (3). "Cash, Alternate B" is the City-preferred form of retainage. Unless the

Contractor notifies the City otherwise in writing, the City will automatically hold retainage per sub-section 00195.50(c)(2) "Cash, Alternate B (No Interest Earned)." If the City incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the City may recover such costs from the Contractor by a reduction of the final payment.

**(2) Cash, Alternate B (No Interest Earned)**

Add this sub-section and the following specifications:

Retainage will be deducted from progress payments and held by the City until final payment is made

**SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications.

**SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the Standard Specifications.

**SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

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

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** – Delete verbiage in this sub-section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The City intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Project Manager finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Project Managers decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any and all claims

for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

### **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications.

**00220.40(e)(1) Closed Lanes** – Replace this subsection with the following:

**00220.40(e)(1) Closed Lanes** – No lane closures are allowed unless the Contractor has obtained a lane closure permit through ODOT and Access Permit through the Railroad Owner. All construction access shall be from the gravel access road off of N Redwood St via the Logging Road Trail.

The contractor can implement daytime Logging Road Trail closures for vehicle access. **A 24-hour notice must be given to the City prior to any Logging Road Trail closure.**

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

Delete the paragraph that begins "When contaminants, pollutants or hazardous materials..."

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

## SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications.

## SECTION 00305 - CONSTRUCTION SURVEY WORK

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

### Description

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

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/documents.shtml>

Project documents were created using Autodesk AutoCAD 2024 and AutoCAD Civil 3D 2024. Any reference to MicroStation and Inroads should be understood to refer to the above-mentioned Autodesk products.

### Measurement

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

### Payment

**00305.90 Payment** - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

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

No separate or additional payment will be made for all temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

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

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

Costs incurred caused by survey errors will be at the Contractor's expense. These costs include price adjustments for failure to meet requirements of the "Construction Surveying Manual for Contractors", repair or removal and replacement of deficient product, and over-run of material.

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

**00310.90 Payment** – Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.03 Basis of Performance** – Delete this subsection and replace with the following:

00330.03 Basis of Performance – Earthwork to be performed under this specification including excavation, haul, disposal, and embankment construction, unless otherwise specified, will not be measured and will be paid for on the Lump Sum Basis.

**00330.80 Measurement** – Replace the first bulleted item with the following:

- There will be no measurement of quantities for earthwork. **The Contractor shall complete their own earthwork calculations to confirm the required quantities.** The Engineer has estimated the following quantities utilizing AutoCad Civil 3D 2024.

\*Embankment: 850 cubic yards

\*Excavation: 400 cubic yards

The Contractor should consider these items when preparing their lump sum bid.

\* The earthwork calculations are from finish grades to the existing ground elevations as indicated in the topographic survey. The numbers do not reflect adjustments relating to stripping depths, or removal of structures and obstructions such as existing asphalt concrete pavement and concrete sidewalks, curbs, and driveways that are identified to be removed.

\*The estimated numbers exclude the excavation for the following items, which are paid under the separate specific bid items:

- Trench Excavation (Incidental to lighting Installation)
- All Concrete Curbs and Sidewalks (Incidental to those items)
- Wall Excavation
- Fence Post Footings
- Light Pole Foundations
- All other items where the specifications specifically state that excavation is a part of the bid item

**00330.91(d) General Excavation** - Delete the bullet that begins "Includes unsuitable material...".

Add the following subsection:

**00330.95 Lump Sum Basis** - All earthwork, including all excavation and embankment as defined under Section 00330, shall be completed on a Lump Sum Basis under the following pay item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Earthwork – Excavation and Embankment	Lump Sum

Payment includes payment in full for excavating, selecting, handling, hauling, placement and compaction of the materials as specified, and all other costs associated with furnishing required embankment materials. Payment includes providing any Select Granular Backfill as defined in Section 00330.14 of this section.

No additional payment will be made for gentle excavation techniques such as vacuum- or hand-excavation, where required.

## **SECTION 00596B - PREFABRICATED MODULAR RETAINING WALLS**

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

**00596B.03 Definitions** - Add the following definition after the definition for "Manufacturer":

**Minor Retaining Wall** - A prefabricated modular retaining wall that meets all of the following conditions for the full length of the wall:

- Wall height (H) from the top of leveling pad to the top of wall does not exceed 4.0 feet.
- Wall fore slope and back slope are both flatter than 1V:4H within a horizontal distance of H, measured from the nearest point on the wall.
- Surcharge loading is not allowed on the retaining wall back slope within a horizontal distance of H, measured from the nearest point on the wall.

- Failure of the wall would not result in significant loss of access and performance of adjacent public or private structures.
- The wall is labeled as a Minor Retaining Wall in the Plans.

Replace the definition that begins “Nonproprietary Retaining Wall System...” with the following definition:

**00596B.80 Measurement** – Replace this subsection with the following:

There will be no measurement of quantities for prefabricated modular retaining walls.

**00596C.90 Payment** – Replace this subsection with the following:

**00596C.90 Payment** - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Retaining Wall, Concrete Block	Lump Sum

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

No separate or additional payment will be made for:

- Excavation, shoring, and specified backfill
- Geotextile filter fabric
- Wall drainage and filter systems

## **SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

## **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

## SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG64-22 grade asphalt cement for this project.

## SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

**00970.00 Scope** – This work includes the installation of conduit, junction boxes, meter, and light poles for pathway lighting in accordance with Canby Utility standards and requirements. The light poles and junction boxes will be provided by the Agency.

**00970.01 Regulations, Standards, and Codes** - Install lighting system satisfying the requirements and standards of Canby Utility.

**00970.02 Materials** – Light poles and junction boxes will be provided by the Agency for the Contractor to install. Provide the materials to install the pathway light conduits, conduit bends, pole mounted service cabinet, ground rods, and any other incidental work required for the installation of the pathway lights required to satisfy Canby Utility standards and requirements. Provide all trench excavation, bedding, and backfill for the installation of the pathway light conduits.

**00970.40 Construction** - Install the conduit, service cabinet, and light poles according to Canby Utility requirements from the light junction boxes or poles to the power source as shown on the plans.

Notify the Engineer at least 14 Calendar Days before underground work is constructed. The Contractor must receive the Engineer's approval prior to covering underground work. After the Engineer has accepted the underground system, foundations, and poles installed by the Contractor, Canby Utility will install the electrical wire, transformer, and meter.

Field cutting of conduit bends is not allowed.

**00970.90 Payment** – Replace this subsection with the following:

**00970.90 Payment** – The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Illumination System	Lump Sum

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified on the Plans and outlined below:

- Perform Trenching for Utility Conduit as shown on the plans
- Furnish and Install Pole Mounted Service Cabinet (Meter)
- Furnish and Install Conduit (including bends and fittings) as shown on the plans
- Install Direct-Bury Light Poles (provided by the Agency) as shown on the plans
- Install Junction Boxes (provided by the Agency) as shown on the plans

No separate or additional payment will be made for:

- Excavation, shoring, and specified backfill

### SECTION 01030 - SEEDING

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

**01030.13(f) Types of Seed Mixes** - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Permanent Seeding:**

<b>Botanical Name (Common Name)</b>	<b>PLS Specified Rate (lb/acre)</b>
Hordeum brachyantherum (Meadow Barley)	17.45
Bromus carinatus (California Brome)	15.27
Festuca rubra rubra (Native Red Fescue)	8.73
Deschampsia cespitosa (Tufted Hairgrass)	1.31
Agrostis exerata (Spike Bentgrass)	0.87

\* Oregon Certified Seed

**01030.13(g) Availability** - Add the following sentence to the end of this subsection:

Submit the seed and seed mixes to be used on the project according to 00150.37.

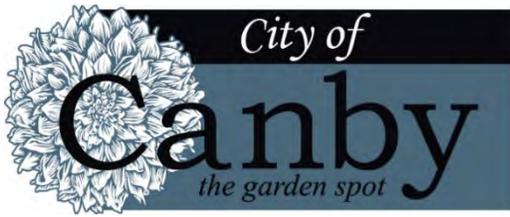
**01030.15(g) Availability** - Add the following sentence to the end of this subsection:

**01030.43(c) Seed Application Rates** - Determine the seeding application rate according to 01030.13(c). Apply seed mixes at the highest application rate calculated to provide not less than the specified application rate for each individual seed species in the mix.

All seed shall be applied using hydroseeding operation.

**SECTION 01050 - FENCES**

Comply with Section 01050 of the Standard Specifications.



## URBAN RENEWAL AGENCY Staff Report

Meeting Date: 4/2/2025

To: Urban Renewal Chair Hensley and Commissioners

Thru: Eileen Stein, Agency Director

From: Jamie Stickel, Economic Development Director

Agenda Item: Finalize the Transition of the Current Urban Renewal District Expenses

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### **Summary**

The Urban Renewal Agency (URA) will hear from Emily Guimont, Attorney with Beery, Elsner, and Hammond, regarding the steps to closing the Canby Urban Renewal District (URD). Ms. Guimont will discuss the steps necessary to close the URD, and answer questions from City Council. Furthermore, staff will provide an overview of the N Fir Street Redevelopment project, which is slated to be the final capital project within the URD.

### **Background**

The City of Canby established the URD in 1999; the district includes downtown, much of HWY 99E, and the parts of the Canby Pioneer Industrial Park. The URD is slated to sunset in June 2026, with the final debt payment to be issued on June 1, 2026.

On March 19, 2025, the City Council adopted the City Council Goals for FY25-27, which were set by the City Council during a retreat on January 31, 2025. As part of the goal, "Promote Financial Stability," the City Council identified the objective to "Finalize the Transition of the Current Urban Renewal District Expenses".

### **Discussion**

The City's Finance Director has identified June 1, 2026, as the date when the City will make the final debt payment for the URD. The City Council can terminate the URA once the debt is paid off and Council determines there no longer exists the need for the agency. The termination will need to occur via ordinance.

Should the City Council opt to keep the URA, the Urban Renewal Plan could be terminated via Resolution. This would allow the City to keep the agency, which would be rendered inactive, since the plan required to guide its actions would be terminated.

In order to trigger the disbursement of any remaining money in the URA's fund, the City of Canby must notify the Clackamas County Tax Assessor when the agency's debt is fully paid or if the special fund has enough money in it to cover the outstanding debt. The City can pay the outstanding debt either through a direct payment or financing payments on the debt. Once the City of Canby has the money in the URA special fund to cover the debt, then the City must provide that notice to the County Tax Assessor. Then, after receiving that notice, the assessor disburses the remaining funds to all the taxing jurisdictions, which include the City.

The final URD project will be the N Fir Street Redevelopment. The project will add sidewalks, curbs, ADA ramps, and new paving on N Fir Street, between NW 1<sup>st</sup> Avenue and NW 2<sup>nd</sup> Avenue. The project will mirror the work that was completed in 2012 on NW 1<sup>st</sup> Avenue and addresses safety concerns along N Fir Street.

Finance staff will provide insight into the funding available for N Fir Street once the Logging Trail Pathway project is completed. Dependent on the URD funding available in FY 2026 and the timeline of the project, the Council

may need to determine how to best complete N Fir Street which could include the City transferring funding for the project to the General Fund and/or Streets Fund.