ADDENDUM NO. 1

Milk Creek - Mulino Bank Stabilization Project

MAY 10, 2017

Owner's Representative: Clackamas Soil and Water Conservation District

Engineer: Waterways Consulting, Inc., 1020 SW Taylor St., Suite 380, Portland, Oregon, 97205

This Addendum forms a part of the Contract documents and modifies the original. Bidders shall acknowledge receipt of this Addendum by responding to the email from the Representative. Failure to do so may subject the bidder to disqualification.

Prepared by: Clackamas Soil and Water Conservation District and Jake Hofeld, P.E.



- 1. Bid Deadline. The bid deadline is extended to Tuesday, May 16, at 2 p.m. Subcontractor disclosure forms are due within two (2) hours of the deadline.
- 2. Bid Sheet. Replace the Bid Sheet with the revised Bid Sheet shown in Attachment B of this Addendum 1.

3. QUESTIONS FROM BIDDERS

- a. Does the Engineer know approximately how much of the bank has eroded since the date of survey?
 - i. The Engineer conducted a visual assessment of the site following the pre-bid meeting on April 27, 2017. It appears that minimal erosion has occurred along the bank when comparing the location of the bank in relation to control point #5 as shown on the Drawings, sheet C2. However, the selected Bidder shall confirm any changes to the site conditions in comparison to the conditions at the time of survey.
- b. Can excess soils generated from construction activities be disposed of on-site?
 - Per Section 312316, Stripping and Excavation, Part 3.1.D., Excess or unsuitable materials shall be disposed off-site, at locations to be arranged and paid for by the Contractor.
- c. Is an engineer's cost estimate available?

- i. The Clackamas SWCD will not be making the engineer's cost estimate available for review by the bidders.
- d. Will CAD files be made available?
 - i. Yes. Staking will be done by the contractor.
- e. Are willow stakes expected to be planted by September 30, or can they be planted later in the fall?
 - i. Willows should be planted by September 30.
- f. Question regarding what is required for liquidated damages, retainage warranty period and maintenance bond amount?
 - i. Liquidated Damages: Will not be required
 - ii. Retainage: The District will retain five (5) percent of the total contract price to ensure substantial completion of the work. Final payment will be made within 30 days after all items on the final punch list are completed. Warranty Period: All materials and workmanship shall be warranted for one (1) year from the date of final completion.
 - iii. Maintenance Bond: Will not be required
 - *iv.* Performance Bond: Will be required at contract signing for one hundred (100) percent of the total bid amount.
 - v. Payment Bond: Will be required at contract signing for one hundred (100) percent of the total bid amount.
- g. Do we have a sample contract?
 - i. Sample contract terms are provided in Attachment A to this addendum.
- h. Is a fertilizer required for site seeding?

No.

4. PROJECT SITE ACCESS

Construction access to and from the project site shall from S Graves Road through the field due south of the project. The distance through the field is approximately 750 feet. Restoration of all structures and surfaces shall be made per technical specification Section 015000, Mobilization and will not be separately measured for payment.

5. TECHNICAL SPECIFICATION SECTION 354200, LOG STRUCTURES

Delete Part 4, Measurement and payment, and replace with the following:

4. MEASUREMENT AND PAYMENT

4.1 Measurement

- A. Supply Logs with Rootwads, as directed by the Owner's Representative, will be measured by each Log with Rootwad furnished and delivered to the site meeting the specifications indicated on the Drawings and as specified.
- B. Supply Logs without Rootwads, as directed by the Owner's Representative, will be measured by each Log with Rootwad furnished and delivered to the site meeting the specifications indicated on the Drawings and as specified.
- C. Supply Pile Logs, as directed by the Owner's Representative, will be measured by each Log with Rootwad furnished and delivered to the site meeting the specifications indicated on the Drawings and as specified.
- D. Type 1 Log Structure Installation will be measured for payment on a lump sum basis
- E. Type 2 Log Structure Installation will be measured by each Type 2 Log Structures installed, as shown on the Drawings, as specified, and as directed by the Engineer.
- F. Log/log connections will not be separately measured for payment.
- G. Ballast Boulders used for log structures will not be separately measured for payment.

4.2 Payment

- A. Supply Logs with Rootwads will be paid for at the contract price per unit (each), which price will be payment in full for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying and delivering Logs with Rootwads to the staging area of the site.
- B. Supply Logs without Rootwads will be paid for at the contract price per unit (each), which price will be payment in full for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying and delivering Logs without Rootwads to the staging area of the site.
- C. Supply Pile Logs will be paid for at the contract price per unit (each), which price will be payment in full for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in supplying and delivering Pile Logs to the staging area of the site.
- D. Type 1 Log Structure Installation will be paid for at the contract lump sum price, which price will be payment in full for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Log Structure Type 1, complete in place, including excavation and backfill, supplying and installing ballast boulders, and connections, as shown on the Drawings, as specified herein, or as directed by the Engineer.
- E. Type 2 Log Structure Installation will be paid for at the contract unit price for each Log Structure Type 2 installed including all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing each Log Structure Type 2,

complete in place, including excavation and backfill, supplying and installing ballast boulders, and connections, as shown on the Drawings, as specified herein, or as directed by the Engineer.

- F. No separate payment will be made for log/log connections.
- G. No separate payment will be made for boulders used in log structures.
- H. Payment will be made under:

<u>Pay Item</u>	Pay Unit
Supply Logs with Rootwads	Each
Supply Logs without Rootwads	Each
Supply Pile Logs	Each
Install Type 1 Log Structure	Each
Install Type 2 Log Structure	Each

PART III

INFORMATION TO BE INCLUDED IN THE BID

<u>Utilization of small and disadvantaged businesses</u>: CSWCD requires the Contractor to utilize small businesses, women-owned businesses, and minority-owned businesses for supplies, services, and equipment whenever possible, and to report back to CSWCD as applicable. Describe your company's policies and practices related to diversity, including utilizing small businesses, womenowned businesses, and minority-owned businesses.

<u>Utilization of small businesses in rural areas (SBRAs)</u>: CSWCD requires the Contractor to utilize small businesses in rural areas when possible. Describe your company's policies and practices related to utilizing small businesses in rural areas.

+ + END OF TEXT OF ADDENDUM 1 + +

ATTACHMENT A

Sample Contract Terms

- 1. <u>Type of Contract</u>. This Agreement is a contract for public works subject to federal Davis-Bacon prevailing wage laws. This is a fixed-price contract.
- 2. <u>Timeline for Completion</u>. The project must be completed within the in-water work period of July 15-September 30, 2017. If the Oregon Dept. of Fish and Wildlife extends the in-water work window, the project completion date may be adjusted accordingly and must be agreed to in writing. Promptly upon receiving the Notice to Proceed from CSWCD, the Contractor shall: (a) commence work, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than September 30, 2017, or later agreed-upon date. The time stated for completion shall include final cleanup of the premises.
- 3. <u>Insurance</u>. For the duration of the Agreement, the Contractor shall hold liability insurance with the following limits:
 - Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for Bodily Injury and Property Damage, and not less than \$2,000,000 in the aggregate.
 - Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - Clackamas Soil and Water Conservation District, its officers, employees, and agents must be named on the General Liability and Automobile Liability policies as an Additional Insureds, with respect to the Contractor's services to be provided under the Contract.
 - Contractor must also provide a certificate of worker's compensation insurance. Contractor and all subcontractors are required to pay the appropriate Prevailing Wage Rate for work done on this project.
- 4. <u>Payment Procedures</u>. The Contractor shall prepare and submit monthly invoices to the CSWCD Project Manager. A proper invoice shall include the following information:
 - 1. Name and address of Contractor.
 - 2. Invoice date and invoice number (Contractor should date invoice as close to mailing date as possible).
 - 3. Contract number.
 - 4. Description of work or services performed.
 - 5. Delivery and payment terms.
 - 6. Name and address of Contractor's staff person to whom payment is to be sent (must be same as that in the contract, or in a proper notice of assignment).

- 7. Name, title, phone number, and mailing address of the person to notify in the event of a defective invoice.
- 8. Taxpayer Identification: completed IRS W-9 form (to be submitted to CSWCD with the first invoice or prior to submission of the first invoice).
- 9. Any other information or documentation required by the contract.
- 10. Requests for progress payments must also include the following:
 - (a) an itemization of the amounts requested and their relation to the work completed
 - (b) the amount for work performed by each sub-contractor under the
 - (c) total amounts previously paid to each subcontractor under the contract
 - (d) additional supporting documentation in form and detail as required by CSWCD
 - (e) The following certification:

"I hereby certify, to the best of my knowledge and belief, that:

- The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of the contract;
- All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made with the proceeds of the payment covered by this certification, in accordance with subcontract agreements;
- This request for progress payments does not include any amounts which the primary Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- This certification is not to be construed as final acceptance of a subcontractor's performance."

CSWCD shall make progress payments monthly as the work proceeds, or at more frequent intervals as approved by CSWCD, based on invoices submitted by Contractor for work which meets the standards of quality established under the contract, as approved by CSWCD's Project Manager and Contract Administrator.

- 11. <u>Retainage</u>: CSWCD may retain a maximum amount of five (5) percent of the amount of each payment due. When work is substantially complete, CSWCD and Contractor shall jointly develop a punch list of work remaining to be done before final acceptance and final payment of retained funds.
- 12. <u>Additional Payment Terms</u>. Payment shall be deemed made as of the date shown on the check. For purposes of payment under this Agreement, "Days" shall mean calendar days, unless otherwise specified.

Payment is due upon the later of the following events:

- The 45th day after CSWCD receives an invoice from the Contractor.
- The 45th day after CSWCD accepts the work or services completed by the Contractor.

Notwithstanding the foregoing, final payment shall be due within 45 days of issuance of CSWCD's Notice of Final Completion.

- 13. <u>Soil Erosion Prevention</u>, <u>Sediment Control</u>, <u>Pollution Prevention</u>. The Contractor and any subcontractors shall perform the work in a manner that prevents soil erosion whenever possible and minimizes sedimentation into Milk Creek. The Contractor will be required to install erosion prevention/control measures before work begins and carry out regular inspection and maintenance of those measures for the duration of construction.
 - The Contractor shall direct its activities in such a manner to minimize adverse effects on the environment. The Contractor will also be required to prevent contamination of soil and water by the Contractor's equipment, fuel, lubricants, etc.
- 14. Contractor's Duties, Representations, And Warranties.
 - 14.1 <u>General Representations and Warranties.</u> Contractor represents and warrants to CSWCD that:
 - 14.1.1 Contractor has the power and authority to enter into and perform this Agreement;
 - 14.1.2 This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 14.1.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Work;
 - 14.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Work, and Contractor's provision of the Work shall not violate any such law, ordinance, regulation or order.
 - 14.1.5 Contractor's performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS Chapter 244, for either Contractor or any Contractor personnel that will perform the Work under this Agreement.
 - 14.2 <u>Contractor's Performance Warranty</u>. Contractor represents and warrants to District that Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors perform the Work described in this Agreement in accordance with the standards prevalent in Contractor's profession.
 - 14.3 <u>Guaranty</u>. Contractor guarantees all materials and workmanship and agrees to replace at Contractor's sole cost and expense, and to the satisfaction of CSWCD, any or all materials adjudged defective or improperly installed, and to indemnify CSWCD against liability, loss or damage arising from such defects or improper installation during a period of one year from Final Acceptance.
 - 14.4 <u>Security of Work Site</u>. Contractor shall take all reasonable precautions necessary to secure and protect the Work and the Work site during the performance of this Agreement, and to eliminate or prevent access to dangerous conditions. Contractor assumes full responsibility for the condition and safety of the Work site until Final Acceptance by the District.

- 15. <u>Compliance with Laws</u>. Both parties agree to comply, and assist one another in complying with, all applicable Federal, State and local laws and regulations, including, but not limited to, the following:
 - 15.1 <u>Prompt Payment</u>. Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, CSWCD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.
 - 15.1.1 If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the project within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
 - 15.1.2 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
 - Medical Payments. Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - 15.3 <u>Worker's Compensation</u>. Pursuant to ORS 279C.530(2), the Contractor attests that it is either a subject employer required to comply with ORS 6514.017 (worker's compensation), or an employer that is exempt under ORS 656.126. If Contractor employs subject Workers who provide Work under this Agreement in the State of Oregon, Contractor shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.
 - Hours of Work. Pursuant to ORS 279C.520, Contractor shall ensure that no person is employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:
 - (a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Each employer performing work under this Agreement must give written notice to employees who work on the project of the number of hours per day and days per week that the employees may be required to work. Such notice must be given either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees.

- Prevailing Wage. Pursuant to CFR Title 40, Section 3141, et seq., the federal prevailing wages in effect in the Western Region at the time the work under this Agreement was first advertised shall be paid to workers in each trade or occupation required in the performance of this contract either by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. The applicable Davis-Bacon rates can be obtained at https://www.wdol.gov/sca.aspx. The posted rates are incorporated herein by this reference. Each worker shall be paid not less than the specified minimum hourly rate of wage. The Contractor shall ensure that each subcontractor agreement complies with these requirements.
- 15.6 <u>Public Works Bond</u>. Pursuant to ORS 279C.830(3), the Contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).
- 15.7 <u>Prevailing Wage Certification</u>. Pursuant to ORS 279C.845, by the fifth business day of the month following performance of work under this Agreement, the Contractor or subcontractor, as appropriate, shall deliver or mail to the District, written, certified statements, on a form prescribed by the BOLI Commissioner, certifying:
 - (a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and
 - (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.
 - 15.7.1 The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
 - 15.7.2 The certified statement shall be verified by the oath of the Contractor or the contractor's surety, or subcontractor or the subcontractor's surety, that the Contractor or subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge.
- 15.8 Retainage When Certification Not Filed. Pursuant to ORS 279C.845(8), and notwithstanding Section 5.2 of this Agreement, the District shall retain 25 percent of any amount earned by the Contractor under this Agreement until the Contractor has filed with the District the certified statements as required under Section 7.7 of this Agreement. The District shall pay the Contractor the amount retained under this Section within 14 days after the Contractor files the certified statements as required, regardless of whether a subcontractor has failed to file certified statements as required by Section 7.7. The CSWCD has no obligation to verify the truth of the contents of certified statements filed by the contractor under Section 7.7.

15.8.1 The Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on the project until the subcontractor has filed with the CSWCD certified statements as required by this Section. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained under this subsection. The Contractor shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither the CSWCD nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor under Section 7.7.

15.9 Utilization of small and disadvantaged businesses: Contractor agrees to utilize small businesses, women-owned businesses, and minority-owned businesses for supplies, services, and equipment whenever possible, and to report its use of MBE and WBE businesses to CSWCD as applicable.

<u>15.10 Utilization of small businesses in rural areas (SBRAs)</u>: Contractor agrees to utilize small businesses in rural areas when possible.

15.11 Nondiscrimination

A. CSWCD Nondiscrimination Statement:

The Contractor will comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. The Contractor further agrees to comply with the CSWCD's policy of prohibiting discrimination on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, or political beliefs.

B. State of Oregon DEQ nondiscrimination clause:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under CSWCD's DEQ grant agreement. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Refer to Title 40: Protection of Environment, Part 33—Participation by disadvantaged business enterprises in United states Environmental Protection Agency programs.

15.12 Compliance with suspension and debarment regulation:

CSWCD is required as a condition of DEQ funding to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, titled "Responsibilities of Participants Regarding Transactions". CSWCD is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, titled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. CSWCD is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Excluded Parties List System can be accessed at http://www.epls.gov.

To comply with this expectation, CSWCD requires Contractor and its subcontractors to search the Excluded Parties List System for names of potential subcontractors and to not contract with anyone on the list.

- 15.131 Other Laws. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 15.14 Recycled Products. As required by ORS 279A.125, in the performance of this Agreement, Contractor shall use, to the maximum extent economically feasible, recycled products.

16. Indemnities.

- General Indemnity. Contractor shall defend, save, hold harmless, and indemnify CSWCD, its officers, employees and agents, from and against all third-party claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement; provided that Contractor shall have no obligation to indemnify CSWCD from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable solely to the acts or omissions of CSWCD, its officers, employees or agents.
- 16.2 Control of Defense and Settlement. Contractor's obligation to indemnify CSWCD as set forth in Sections 16.1 and 16.2 is conditioned upon CSWCD providing to Contractor prompt notification of any claim or potential claim of which CSWCD becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 16.1 or Section 16.2; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the CSWCD, nor purport to act as legal representative of the CSWCD, without the approval of the CSWCD, nor shall Contractor settle any claim on behalf of the CSWCD without the approval of the CSWCD. The CSWCD may, at its election and expense, assume its own defense and settlement in the event that the CSWCD determines that Contractor is prohibited from defending the CSWCD, is not adequately defending the CSWCD's interests, or that an important governmental principle is at issue and the CSWCD desires to assume its own defense.
- Damages to CSWCD Property and Employees. Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property of the CSWCD or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

16.4 <u>Delays</u> . Contractor shall indemnify the CSWCD for any and all loss and damages resulting from delays in completion of the Work when such delay is caused or attributable to default in the proper performance by Contractor.					

ATTACHMENT B

CLACKAMAS SOIL AND WATER CONSERVATION DISTRICT MILK CREEK-MULINO BANK STABILIZATION PROJECT

BID SHEET

ITEM NO.	SPECIFICA- TION SECTION	ITEM	QUANTITY	UNIT	UNIT COST *	TOTAL
1	15000	MOBILIZATION	1	LS		
2	15626	TEMPORARY FENCING - TYPE ESA	275	LF		
3	15713.01	FIBER ROLL	747	LF		
4	311100	CLEARING AND GRUBBING	1	LS		
5	312316	UNCLASSIFIED EXCAVATION	475	CY		
6	312319	DEWATERING	1	LS		
7	313519.16	SLOPE PROTECTION FABRIC	937	SY		
8	329200	SEEDING	0.7	ACRE		
9	329300	WILLOW STAKES	179	STAKE		
10	354200	SUPPLY LOG WITH ROOTWAD	17	EA		
11	354200	SUPPLY LOG WITHOUT ROOTWAD	10	EA		
12	354200	SUPPLY PILE LOG	8	EA		
13	354200	TYPE 1 LOG STRUCTURE INSTALLATION	1	LS		
14	354200	TYPE 2 LOG STRUCTURE INSTALLATION	2	EA		
15	354237	TOE BOULDERS	1	LS		
	TOTAL PROJECT COST (NUMBERS)					0

OPTIONAL/ALTERNATE BID ITEMS *

17	TOTAL OF OPTIONAL PROJECT COST (NUMBERS)				0
17		ROCK EXCAVATION	UNKNOWN		
16	312316	EXCAVATION UNSUITABLE MATERIALS	UNKNOWN	CY	

^{*} In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.

^{**} Optional Bid Items are not shown on the Drawings, but may be required due to unforeseen circumstances at the discretion of the Engineer and subject to approval by the Owner.