



**CITY of  
TUALATIN**  
**Public Works**

**CONTRACT DOCUMENTS**

for construction of

**2026 Slurry Seal Project**

**April 2026**

**Refer Questions to:**

Richard Contreras  
Procurement & Contracts Administrator  
(503) 691-3080  
[rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov)

**Submit Bids via:**

<https://bidlocker.us/a/tualatinoregon>

Bids will not be accepted by any other method

**BIDS DUE:**

**May 14, 2026**

**By 2:00 PM (local time)**

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## INVITATION TO BID

City of Tualatin is accepting bids for its 2026 Slurry Seal Project until 2:00 pm (local time), May 14, 2026, via the City's bid management portal at <https://bidlocker.us/a/tualatinoregon> ("Bid Portal"), where Contract Documents may be reviewed. Specifications may also be reviewed at City Offices, located at 18880 SW Martinazzi Ave., Tualatin, OR 97062.

Bids must be submitted electronically through the Bid Portal; bids submitted by any other means will not be accepted. Richard Contreras, Procurement & Contracts Administrator, is the designated contact for this solicitation and can be reached at [rcontreras@tualatin.gov](mailto:rcontreras@tualatin.gov) or (503) 691-3080.

The City will host a virtual public bid opening at 2:10 pm (local time), May 14, 2026. Please see the Bid Portal for access instructions. A list of bidders and preliminary bid totals will be posted to the Bid Portal promptly after the virtual bid opening.

First-Tier Subcontractor Disclosure must be submitted via the Bid Portal no later than 4:00 pm (local time), May 14, 2026, two working hours after the Bid Closing.

**IDENTIFICATION OF PROJECT:** Major items of work include slurry seal resurfacing on selected City roadways and parking lots, including pavement preparation, application of Type II and Type III slurry seal, removal and replacement of pavement markings, and implementation of temporary traffic control.

This is a contract for a public work, subject to ORS 279C.800 to 279C.870 and prevailing wage is required. Contractor must comply fully with the provisions of ORS 279C.800 through 279C.870. Contractor and subcontractors shall pay the Oregon Bureau of Labor and Industries (BOLI) wages to workers. Wage rates may be found at the following website:

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

Published in the Daily Journal of Commerce on April 24, 2026.

## SCOPE OF WORK

### Reference Documents

2026 Oregon Temporary Traffic Control Handbook  
2024 ODOT Standard Specifications for Construction  
City of Tualatin Public Works Construction Code

### 1.1 - PROJECT DESCRIPTION

The City of Tualatin is seeking a qualified contractor to carry out slurry seal work on City roadways and City parking lots.

### 1.2 - SCOPE

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

- Implement temporary traffic control measures in accordance with the **2026 Oregon Temporary Traffic Control Handbook**. Specifically, this shall include:
  - Closure of City parking lots during project work, allowing access where possible.
  - Closure of City roadways during project work.
  - Placement of cones blocking affected driveways within the work area.
- Conduct resident and business notification two (2) business days prior to work commencing. The City will provide a notification template with relevant information for Contractor use.
- Removal of existing pavement markings prior to slurry seal on City roadways and in select portions of City parking lots.
- Place **Type II Slurry Seal** for City parking lots and roadways identified in Bid Schedules A and B.
- Mix design for **Type II Slurry Seal** shall include **1% cement**, unless otherwise directed.
- City parking lots will **not** require restriping.
- Place **Type III Slurry Seal** for City Roadways (Bid Schedule C only).
- Mix design for **Type III Slurry Seal** shall include **2% cement**, unless otherwise directed.
- Replace thermoplastic longitudinal pavement markings and legends on roadways. For roadways with striping changes, the City will provide a striping plan.
- Provide all additional and incidental work as required by the Specifications.
- All work shall follow the **2024 ODOT Standard Specifications** and the **City of Tualatin Public Works Construction Code**, unless otherwise indicated or modified within this document. In the event of a conflict between standards, the City of Tualatin Public Works Construction Code shall take precedence.

Further details on these tasks are provided below.

### 1.3 - SCHEDULE

The Contractor shall furnish a written schedule of expected progress, including dates of proposed street closures, for the City's review and approval as soon as reasonably practical, but no later than **fifteen (15) business days** prior to the beginning of the project. If rescheduling becomes necessary, no work shall be performed until the City approves the revised schedule and residents are notified.

**Work in City parking lots** must be completed on weekends only: **Saturday 7:00 AM - 6:00 PM** and **Sunday 7:00 AM 6:00 PM**.

**Work on City roadways** shall comply with City-approved work hour restrictions and closure requirements.

#### Completion Dates

- All Work under the Contract, except Pavement Markings, shall be completed no later than **August 31, 2026**.
- All Pavement Markings under the Contract shall be completed no later than **September 30, 2026**.

### 1.4 - TRAFFIC CONTROL

The Contractor shall provide and maintain suitable barricades, signs, and flaggers as necessary to ensure the safety and convenience of the public, Contractor personnel, and the Work.

For all bid items, a plan detailing proposed barricades, signs, and flaggers to protect the Work shall be submitted to the Project Manager at the preconstruction conference. Barricades and signing shall conform to the latest edition of the **Manual on Uniform Traffic Control Devices (MUTCD)** and shall meet the approval of the Project Manager prior to placement.

The Contractor shall move, replace, position, or remove signs as required due to changes in the work schedule caused by weather or other unforeseen circumstances. Signs, barricades, and other traffic control measures shall be placed daily according to project status, whether or not the Contractor has an active crew engaged in slurry seal construction in the area.

The intent is to close specific areas during the course of the Work and for a period thereafter until the City determines that traffic may utilize the new surface. The Contractor shall remove barricades and signs promptly when the City determines that the area may be reopened to traffic.

No residential area shall be sealed so as to require closure for curing past **5:00 p.m.** without City approval. The Contractor shall schedule work so that residents on dead-end or side streets are not continuously isolated for more than **four (4) hours**.

When the Work cannot be completed as scheduled, the Contractor shall re-notify affected property owners of the schedule changes as soon as it becomes known that the street cannot be completed as scheduled. Property owners shall also be informed at that time of the anticipated rescheduled date. This

shall be done in a prompt and courteous manner.

The Contractor shall deliver a follow-up **24-hour notice** to affected properties when postponed streets are rescheduled. All notices shall receive City approval prior to distribution.

### **1.5 - NOTIFICATION OF PUBLIC ENTITIES**

The City will be responsible for notification of all public entities, including utilities, Fire Department, Police, Public Transit, and other affected users of the roadways or parking lots prior to project commencement.

If a re-route or schedule change of garbage collection is needed, the City will coordinate with the local trash hauler (Republic Services).

### **1.6 - NOTIFICATION OF THE PUBLIC**

The City will deliver door hangers to property owners on the intended notification list **two (2) weeks in advance** of the scheduled date.

The Contractor shall provide the labor required to notify all abutting property owners along the streets in accordance with the approved schedule, or an approved revision thereto, **two (2) full working days** prior to the specific work. The City will provide the notification materials to the Contractor.

For any multi-family housing property along the planned work area, the Contractor shall provide notice to the **main office** or property management office only, not to every unit.

The Contractor shall re-notify the public, with approved written notice, of changes in work schedules resulting from weather or other uncontrollable circumstances. This shall be done promptly and courteously.

**No Parking Signs:** On streets where parking is allowed, the Contractor shall place 'No Parking' signs along both sides of the street, with a minimum of **three (3) signs per block**. Signs shall be posted at least **two (2) full working days** in advance of any Contractor activity and shall state the date and times when parking is not allowed.

The means of mounting and posting these signs shall be the responsibility of the Contractor. The Contractor shall promptly remove the signs after the street has been reopened to traffic.

### **1.7 - WORKERS AND EQUIPMENT**

The Contractor shall employ sufficient labor and equipment to prosecute the Work to full completion in the manner and within the time required by the Contract.

All workers on the project shall be competent, efficient, and sufficiently experienced to perform the work assigned. All equipment shall be of sufficient size, capable of resurfacing a **32-foot roadway in a maximum of three panels**, and shall be in such mechanical condition as to meet the requirements of the

Work and to produce the specified product in a timely manner.

The Contractor shall have a competent supervisor on site at all times who is capable of reading and thoroughly understanding the plans and specifications and is thoroughly experienced in the type of work being performed. A minimum of **two (2) experienced squeegee workers** shall be utilized on each slurry seal application crew.

Any person employed on the project by the Contractor or any subcontractor who, in the opinion of the City, does not perform work in a proper and skillful manner, or whose conduct interferes with the progress of the Work, shall, upon written request of the City, be removed by the employer and shall not be employed again on the project without City approval.

The Contractor shall provide all needed amenities for its crew.

The Contractor shall be responsible for disposal of all generated trash and debris from the resurfacing operation and shall clean up the staging area before departure.

Any equipment on the worksite that, in the opinion of the City, fails to produce a satisfactory result shall, upon written request of the City, be removed and shall not be used again on the project without City approval.

Should the Contractor fail to remove persons or equipment as provided above, or fail to furnish suitable and sufficient personnel, equipment, and materials for proper prosecution of the Work, the City may suspend the Work by written notice until such orders are complied with and such deficiencies are corrected. Any such suspension shall be at no cost to the City, and no extension of Contract Time or additional compensation shall be granted for delays resulting from such failure.

## **1.8 - ROADWAY PREPARATION**

The City will have full-depth patch work and crack seal work completed prior to project commencement. Additionally, the City will complete all required tree and vegetation trimming or clearing necessary to provide clearance for Contractor equipment.

The Contractor shall be responsible for sweeping all roadways to a degree that moss and other debris are removed, allowing slurry material to adequately adhere to the roadway surface. The Contractor shall be responsible for disposal of all sweeping debris.

The Contractor shall cover water valve cans, sewer and stormwater manhole covers, monuments, utility lids, catch basin grates, and any other roadway appurtenance that could be covered or damaged by the slurry seal, using plastic sheeting or other approved covering.

**Towing:** If vehicles have not been moved prior to commencement of work and require towing, the City will be responsible for this work. Towing shall be completed in a manner that does not impede the Contractor's progress on the project.



## **PART I - BIDDING REQUIREMENTS**

## BIDDER'S CHECKLIST

To All Prospective Bidders:

Before submitting your bid via BidLocker by the date listed in the Invitation to Bid, use this checklist to ensure your proposal is complete:

- ☐ **Signed Proposal Form:** Complete, sign, and scan the Proposal Form as a PDF. Upload it to the Bid Portal.
- ☐ **Electronic Pricing:** Enter all bid pricing directly into BidLocker. Do not submit pricing on the paper "Schedule of Bid Items" form, which is for reference only.
- ☐ **Bid Security (10%):** Submit one of the following as bid security:
  - A proposal bond issued by a licensed surety (upload a scanned PDF or a digitally issued bond to BidLocker), **or**
  - A certified check or letter of credit, delivered in person to the City before the bid deadline.
    - If submitting a certified check or letter of credit, please complete and upload the Bid Guarantee – Certified Check / Letter of Credit form with your BidLocker submission. This form is not required if submitting a proposal bond issued by a licensed surety.

If submitting a scanned proposal bond, the original physical bond must be delivered to the City within five (5) business days after the bid deadline.

- ☐ **Addenda Acknowledgment:** Ensure all issued addenda are acknowledged in the Proposal Form. Bidders are strongly encouraged to confirm addenda status on the Bid Portal before submitting.
- ☐ **Resident Bidder Certification:** Complete, sign, scan, and upload as a PDF.
- ☐ **Non-Collusion Declaration:** Complete, sign, scan, and upload as a PDF.
- ☐ **CCB Registration:** Bidder must be registered with the Oregon Construction Contractors Board (CCB).
- ☐ **First-Tier Subcontractor Disclosure Form:** Complete, sign, scan and upload this form as a PDF via BidLocker no later than 4:00 pm (local time), two working hours after the Bid Closing.

## PROPOSAL

for construction of the 2026 Slurry Seal Project

**TO: CITY OF TUALATIN**

This proposal is submitted as a firm and irrevocable offer by the undersigned to enter into an Agreement with the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City") to furnish all labor, tools, equipment, and materials, and perform all work required under the 2026 Slurry Seal Project in accordance with the contract documents for the construction project, in consideration of the pricing submitted by the undersigned through the BidLocker portal. This offer shall remain open and binding for a period of forty-five (45) calendar days from the bid opening date.

The undersigned agrees that, upon issuance of a Notice of Intent to Award by the City, it will promptly obtain and submit all required post-award documents, including performance and payment bonds, each in the amount of one hundred percent (100%) of the awarded contract, and required insurance, and will execute the contract agreement upon request by the City following expiration of the protest period. The undersigned further agrees to file the required Public Works Bond with the Construction Contractors Board, if applicable, in accordance with ORS 279C.836, prior to commencement of Work.

By signing this proposal, the undersigned acknowledges that the project is subject to ORS 279C.800 through 279C.870 and agrees that, if awarded the contract, it will fully comply with all applicable prevailing wage requirements.

The undersigned declares by signing of this Proposal that it has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts. The signing of this proposal constitutes certification of compliance upon which the City is entitled to rely.

The bidder acknowledges and agrees to the following construction timeline:

Contractor shall begin the Work within 30 calendar days following the Notice to Proceed. Contractor shall complete all Work, except pavement markings, by August 31, 2026. The contractor shall complete all pavement markings no later than September 30, 2026.

Bidder agrees that the City may increase, decrease, or delete bid items to match the project with available funds. Payment will be based on the unit prices submitted by the undersigned through the BidLocker portal.

The undersigned, as Bidder, acknowledges that they have received Addenda numbered

\_\_\_\_\_ through \_\_\_\_\_

and these addenda have been examined as part of the Contract Documents and have the same force and effect as though they were originally included in the Bidding Documents.

Bid security has been provided in accordance with the solicitation requirements, consisting of either a proposal bond submitted electronically via BidLocker, or a certified check or irrevocable letter of credit delivered to the City prior to the bid deadline, in the amount of ten percent (10%) of the total bid amount.

**BUSINESS NAME OF BIDDER** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

**ACKNOWLEDGEMENT FOR SOLE PROPRIETORSHIP OR PARTNERSHIP**

In witness hereto, the undersigned has set his or her hand this \_\_\_\_ day of \_\_\_\_\_, 2026.

**SIGNATURE OF BIDDER** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**ACKNOWLEDGEMENT FOR CORPORATION:**

In witness hereto, the undersigned corporation has caused this proposal to be executed and its seal affixed by its duly authorized officers this \_\_\_\_ day of \_\_\_\_\_, 2026.

**NAME OF CORPORATION** \_\_\_\_\_

**SIGNATURE OF BIDDER** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**ATTEST SECRETARY** \_\_\_\_\_

## SCHEDULE OF BID ITEMS

for

### 2026 Slurry Seal Project

**Instructions to Bidders:** See bid schedules below for categories of work within the City's project. Note that slurry seal costs are to include all mobilization, traffic control, and other incidental costs required for work. Striping removal and thermoplastic replacement are to be bid as separate items. Enter pricing in BidLocker, this sheet is for reference only.

Item #	Description	Unit	Est. Qty.
<b>Bid Schedule A - Type II Slurry Seal - CITY ROADWAYS</b>			
1	Slurry Seal (Type II, 1% cement in mix)	SY	39,665
2	Striping Removal: 4" Markings	LF	10,990
3	Striping Removal: 8" Markings	LF	8,045
4	Striping Removal: 12" Markings	LF	357
5	Striping Removal: Legends	EA	30
6	Striping Replacement: 4" Thermoplastic	LF	14,000
7	Striping Replacement: 8" Thermoplastic	LF	8,045
8	Striping Replacement: Legends	EA	30
9	Striping Replacement: Stop Bars/Crosswalks (12" Thermoplastic)	LF	357
<b>Bid Schedule B - Type II Slurry Seal - CITY PARKING LOTS</b>			
10	Slurry Seal (Type II, 1% cement in mix)	SY	28,916
11	Striping Removal: Legends	EA	25
12	Striping Removal: 12" Markings	LF	120
<b>Bid Schedule C - Type III Slurry Seal - CITY ROADWAYS</b>			
13	Slurry Seal (Type III, 2% cement in mix)	SY	8,123
14	Striping Removal: 4" Markings	LF	308
15	Striping Removal: 8" Markings	LF	150
16	Striping Removal: 12" Markings	LF	50
17	Striping Removal: Legends	EA	2
18	Striping Replacement: 4" Thermoplastic	LF	308

Item #	Description	Unit	Est. Qty.
19	Striping Replacement: 8" Thermoplastic	LF	150
20	Striping Replacement: Stop Bars and Crosswalks (12" Thermoplastic)	LF	50
21	Striping Replacement: Legends	EA	2

## BID GUARANTEE – CERTIFIED CHECK / LETTER OF CREDIT

The undersigned bidder submits this Bid Guarantee in the form of a ☐ Certified Check ☐ Letter of Credit, in the amount of \$\_\_\_\_\_, representing not less than ten percent (10%) of the total bid amount, as required by the Contract Documents for the 2026 Slurry Seal Project.

This Bid Guarantee is submitted in lieu of a Proposal Bond and is provided as security for the bidder's obligations under its submitted proposal.

If the bidder is selected for award and fails to comply with the post-award requirements set forth in the Contract Documents, including timely execution of the contract and submission of required performance and payment bonds, insurance, and other required documents, the City may declare the bidder in default and may retain and forfeit this Bid Guarantee as liquidated damages, as permitted by ORS 279C.385 and other applicable law.

This Bid Guarantee remains in effect for the duration of the bid validity period specified in the solicitation documents, unless released earlier by the City.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Bidder \_\_\_\_\_  
(Legal name of person)

By \_\_\_\_\_  
(Typed or printed name)

Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

## PROPOSAL BOND

**Principal (Bidder):** \_\_\_\_\_

**Surety:** \_\_\_\_\_

A corporation organized under the laws of \_\_\_\_\_, authorized to transact surety business in the State of Oregon

**Address:** \_\_\_\_\_

**Project:** 2026 Slurry Seal Project

**Obligee:** City of Tualatin, Oregon

The Principal and the Surety, jointly and severally, bind themselves to the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City") in the amount of ten percent (10%) of the total bid submitted by the Principal through the City's designated electronic bidding system for the above-referenced Project ("Bond Amount").

This bond is issued in connection with the Principal's submission of a bid in accordance with the Contract Documents, which are incorporated by reference.

The condition of this obligation is that if the Principal is selected for award and fails to timely comply with the post-award requirements set forth in the Contract Documents, including execution of the contract and submission of required performance and payment bonds, insurance, and other required documents, the Surety shall, upon written demand by the City, pay the Bond Amount to the City as liquidated damages, as permitted by law.

This bond secures the Principal's agreement that its bid shall remain firm and irrevocable for forty-five (45) calendar days from the bid opening date.

This bond shall remain in full force and effect during the bid validity period and until released by the City.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
SURETY

Countersigned:

\_\_\_\_\_  
Resident Agent

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_



## RESIDENT BIDDER CERTIFICATION

Being so authorized, I certify that the firm indicated below is a “resident bidder” of the State of Oregon.

Name of firm and business address:

CCB #: \_\_\_\_\_

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

If bidding firm is not a resident of the State of Oregon, I certify that the firm listed below is a resident of the state of \_\_\_\_\_ and is entitled to receive a preference in that state. (ORS 279A.120 and OAR 137-046-0310).

Name of firm and business address:

CCB #: \_\_\_\_\_

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **INSTRUCTIONS FOR FIRST-TIER SUBCONTRACTOR DISCLOSURE**

Bidders are required to disclose information about certain first-tier subcontractors when the estimated contract value is greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials and where the contract amount of a first-tier subcontractor would be greater than or equal to: (1) 5% of the project bid or \$15,000, whichever is greater; or (2) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract, either in its bid submission or within two hours after bid closing:

1. The subcontractor's name.
2. The category of work that the subcontractor would be performing, and
3. The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, Bidder is required to indicate "NONE" in the accompanying form.

**THE CITY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.**

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2026 Slurry Seal Project

BID CLOSING DATE: May 14, 2026

Time: 2:00 pm

This form must be submitted via BidLocker no later than two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and 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 and submit the form.**

NAME	DOLLAR VALUE	CATEGORY OF WORK

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

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

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

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

## NON-COLLUSION DECLARATION

Bid For: 2026 Slurry Seal Project

I declare that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (name of firm) and that I am authorized to make this declaration on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix, if applicable.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made **to induce any firm or person** to refrain from bidding on this contract, to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_ (name of firm), and its officers and directors, have not within the past four (4) years been convicted of, or found civilly liable for, bid rigging, price fixing, collusion, fraud, or other offenses relating to the award or performance of a public contract, except as disclosed in a written statement submitted with this certification.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City of Tualatin in awarding the contract(s) for which this bid is submitted. I understand that any misstatement in this declaration is and shall be treated as fraudulent concealment from the City of Tualatin of the true facts relating to the submission of bids for this contract.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

## **PART II - CONTRACT FORMS**

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between \_\_\_\_\_ ("Contractor") and the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City").

WHEREAS, pursuant to the invitation of City, on the \_\_\_\_ day of \_\_\_\_\_, 2026, Contractor filed with City a proposal containing an offer; and

WHEREAS, City has determined that said offer was the lowest responsive and responsible bid submitted and has accepted such offer in accordance with the Contract Documents and applicable law;

NOW, THEREFORE, IT IS AGREED:

That Contractor shall comply in every way with the requirements of those certain documents entitled "Contract Documents for construction of the 2026 Slurry Seal Project".

That, in consideration of the Contractor's full and faithful performance of the work in accordance with this Agreement and the Contract Documents, the City agrees to pay the Contractor the total contract sum of \$ \_\_\_\_\_. The contract sum and line-item unit pricing are based on the bid submitted electronically by the Contractor via BidLocker. A printed copy of the Contractor's submitted pricing, as accepted by the City, is attached to this Agreement and incorporated herein by reference. This amount is subject to adjustment in accordance with actual quantities and any authorized changes, as provided in the Contract Documents. Payment shall be made at the times and in the manner specified therein.

That the Contractor shall begin the Work within 30 calendar days following the Notice to Proceed. Contractor shall complete all Work, except pavement markings, by August 31, 2026. The contractor shall complete all pavement markings no later than September 30, 2026.

That the Contract Documents are made a part of this agreement by actual attachment.

That all Work performed under this Agreement shall be free from defects in materials and workmanship. Contractor shall, at its own expense, promptly correct or replace any defective Work appearing within one (1) year after the date of acceptance of the Work by City, all as more fully provided in the Contract Documents and applicable maintenance bonds.

Contractor agrees to fully comply with the provisions of ORS 279C.800 through 279C.870 relating to prevailing wage rates, which are made a part of this contract by reference as though fully set forth.

IN WITNESS WHEREOF, Contractor and City have caused this agreement to be executed on the day and year first above written.

CONTRACTOR

Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name of signatory)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone number

**CITY OF TUALATIN**

(County of Washington, State of Oregon)

By \_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name)

Title \_\_\_\_\_

Telephone number \_\_\_\_\_

## PERFORMANCE BOND

Bond Number: \_\_\_\_\_

LET IT BE KNOWN, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City"), in the sum of \$\_\_\_\_\_ for the payment of which we jointly and severally bind ourselves and our respective successors and assigns.

### THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2026, the Principal entered into an agreement with the City for construction of the 2026 Slurry Seal Project, in accordance with the Contract Documents incorporated herein by reference, pursuant to which the Principal is obligated to perform all Work required under the Contract Documents; to furnish all labor, materials, equipment, tools, and services necessary for completion of the Work; to promptly pay for all labor, services, and materials; to pay all wages, taxes, contributions, assessments, and other sums required by applicable law, including those related to workers' compensation, unemployment insurance, and payroll withholding; and to perform the Contract in the time, manner, and conditions set forth in the Contract Documents and in compliance with all applicable federal, state, and local laws and regulations.

NOW, THEREFORE, if the Principal fully and faithfully performs the Contract in the time and manner required, in accordance with the Contract Documents and all applicable law, then this Bond shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

- (a) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than the period of time allowed by the applicable State or Federal Regulation after the complete performance of the Contract and final settlement thereof.
- (b) The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.



IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

\_\_\_\_\_  
PRINCIPAL

By

\_\_\_\_\_  
(Typed or printed name)

Title

Telephone Number

\_\_\_\_\_  
SURETY

By

\_\_\_\_\_  
(Typed or printed name)

Title

Telephone Number

Countersigned

\_\_\_\_\_  
Resident Agent

Telephone Number

Address

## PAYMENT BOND

Bond Number: \_\_\_\_\_

LET IT BE KNOWN, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City"), in the sum of \$ \_\_\_\_\_ for the payment of which we jointly and severally bind ourselves and our respective successors and assigns.

### THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, on the \_\_\_\_ day of \_\_\_\_\_, 2026, the Principal entered into an Agreement with the City for construction of the 2026 Slurry Seal Project, in accordance with the Contract Documents incorporated herein by reference, pursuant to which the Principal is obligated to promptly pay all persons furnishing labor, services, materials, equipment, or insurance in connection with the Work, and to comply with all payment obligations imposed by the Contract Documents and applicable federal, state, and local law.

NOW, THEREFORE, if the Principal promptly pays all persons furnishing labor, services, materials, equipment, or insurance to the Principal or to any subcontractor in connection with the Work, in accordance with the Contract Documents and applicable law, then this Bond shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

- a) Any person or entity furnishing labor, services, materials, equipment, or insurance in connection with the Work shall have a direct right of action against the Principal and Surety on this Bond, subordinate only to the rights of the City as Obligee. Any such action shall be brought in a court of competent jurisdiction in the State of Oregon and may be prosecuted in the name of the Obligee for the use and benefit of the claimant, as permitted by applicable law. No such action may be commenced later than the period allowed by applicable state or federal law following final completion and final settlement of the Agreement.
- b) The aggregate liability of the Surety under this Bond shall not exceed the penal sum stated herein. No action or proceeding on this Bond may be commenced after the expiration of the period permitted by applicable state or federal law following final completion and final settlement of the Agreement.
- c) The Surety, for value received, agrees that no change, extension of time, alteration, or addition to the Agreement, the Work, or the Contract Documents shall release, discharge, or otherwise affect the Surety's obligations under this Bond, and the Surety hereby waives notice of any such change, extension, alteration, or addition.
- d) The Surety shall be liable for the payment of wages at rates not less than the applicable prevailing wage rates in effect as of the date the Agreement was first advertised, for all persons employed in the performance of the Agreement or any part thereof, as required by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
PRINCIPAL

By

\_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name)

Title

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

\_\_\_\_\_  
SURETY

By

\_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name)

Title

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Countersigned

\_\_\_\_\_  
Resident Agent

Telephone Number

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

## MAINTENANCE AND WARRANTY BOND

Bond Number: \_\_\_\_\_

LET IT BE KNOWN, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation duly authorized to do business in the State of Oregon as Surety, are jointly and severally held and bound unto the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City"), in the sum of \$\_\_\_\_\_ for the payment of which we jointly and severally bind ourselves and our respective successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, the Principal entered into an Agreement with the City for construction of the 2026 Slurry Seal Project, in accordance with the Contract Documents incorporated herein by reference, pursuant to which the Principal is obligated, following acceptance of the Work, to warranty the Work and to correct, repair, or replace defective materials and workmanship during the maintenance and warranty periods specified in the Contract Documents and applicable law.

WHEREAS the Principal has completed the improvements and has applied to the Obligee to accept the improvements and in connection therewith, the Principal has agreed to guarantee the work performed against any and all defects in workmanship and materials for one (1) year from the date of acceptance of the improvements as determined by certification of the City, the date of completion being certified as \_\_\_\_\_, 20\_\_\_. Should corrections in the work be required due to defects in materials and/or workmanship during the one-year period, then as to such corrective work the period shall be extended for and cover to the same extent as if within the original one-year period for an additional one (1) year period from the date of acceptance of the corrective work as certified by the City.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall guarantee the work performed under the Agreement against any and all defects in workmanship and materials for the period of one (1) year from acceptance of the completed work and any corrective work performed under the guarantee, as certified by the City, upon written acceptance and release by the City, then this obligation is void, otherwise it shall remain in full force and effect.

Should the Principal fail to make repairs and or replacements as deemed necessary by the City, the Surety must do one of the following:

- a) Compel the Principal to cause the Default to be remedied according to the City's instruction;
- b) Assume and complete the work; or
- c) Pay the City up to the bond amount to complete or correct the work required by this bond.

SIGNED and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
SURETY

Countersigned:

\_\_\_\_\_  
Resident Agent

Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## **PART III**

# **GENERAL PROVISIONS**

All references herein to the “Standard Specifications” shall mean and refer to the 2024 Oregon Standard Specifications for Construction, as issued by the Oregon Department of Transportation.

The Contractor shall be responsible for reviewing, understanding, and complying with all provisions of each referenced section of the Standard Specifications, whether or not every provision is restated in the Contract Documents.

Where a referenced section of the Standard Specifications is stated to apply as modified, such modification shall apply only to the specific subsection(s) expressly identified. All other provisions of the referenced section shall remain in full force and effect and shall apply to the Work without modification.

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

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

**00110.20 Definitions** - Add the following after the first paragraph:

This is a City of Tualatin project. Throughout these Contract Documents, substitute terms pertaining to:

- Transportation Commission with Tualatin City Council
- Engineer with City Engineer or their authorized representatives
- Agency with the City of Tualatin
- Owner with the City of Tualatin
- Department with the City of Tualatin
- Construction Contracts Unit with the City of Tualatin
- Other like terms with City of Tualatin substitutes

Replace the definition of “Bid Booklet” with the following:

The complete set of Contract Documents for a specific Project as posted by the City on the BidLocker website at <https://bidlocker.us/a/tualatinoregon>. The Bid Booklet includes all documents, forms, specifications, plans, addenda, and other materials made available by the City for bidding purposes, as in effect at the time of bid opening.

Add the following definition:

Bid Portal - The electronic bid submission and document management system designated by the City for this Project, operated through BidLocker at <https://bidlocker.us/a/tualatinoregon>.

Add the following definition:

Change Order Request (COR) – A written request submitted by the Contractor proposing a modification to the Contract, including changes to Work, Contract Time, or Contract Price. A Change Order Request is for evaluation and informational purposes only and does not authorize the Contractor to proceed with the proposed change, nor does it modify or bind the City unless and until incorporated into a fully executed Change Order signed by the City Manager or Assistant City Manager. Any signature on a Change Order Request by City staff other than the City Manager or Assistant City Manager constitutes acknowledgement of receipt only and does not represent approval or acceptance.

Add the following definition:

City – The City of Tualatin, Oregon, a municipality organized under ORS 221.110 to 221.230.

Replace the definition of “Class of Work” with the following:

A designation referring to the type or types of Work in which Bidders must be prequalified to be eligible to submit a Bid for a specific Project. Required Classes of Work, if any, shall be identified in the Bid Booklet or other Contract Documents for the Project and may include, but are not limited to, classes listed in ODOT’s Contractor Prequalification Application.

Replace the definition of “Contract Documents” with the following:

Solicitation Documents, Specifications, Plans, Bid Booklet, Change Orders, Force Account Work orders, pay documents issued by the City of Tualatin, Materials certifications, Project Work schedules, final estimate, written orders and authorizations issued by the City, Material source development and reclamation plans, and permits, orders and authorizations obtained by the Contractor or City of Tualatin applicable to the Project, as well as all documents incorporated by reference therein.

Replace the definition of “Engineer” with the following:

The person designated by the City of Tualatin to act as the Engineer for the Project, acting either directly or through authorized representatives. For this project, it shall be the City’s Public Works Director.

Add the following definition:

Final Completion – Final Completion, also referred to as Final Acceptance, means the point at which all Work required under the Contract Documents has been completed, including all punch list items and required closeout documentation, to the satisfaction of the Engineer. Final Acceptance is determined in writing by the Engineer and establishes the basis for final payment and release of retainage, subject to applicable law. The Warranty Period begins on the date of Final Acceptance unless otherwise specified.

Add the following definition:

Substantial Completion – The point at which the Work is sufficiently complete in accordance with the Contract Documents so that it can be used for its intended purpose. Substantial Completion is determined by the Engineer. Minor remaining items that do not impair the intended use of the Work may remain for completion or correction. Unless otherwise specified, the date of Substantial Completion is the date on which liquidated damages cease.

## **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

**00120.01 Form of Proposal** - Bidders shall submit their proposals electronically through BidLocker at <https://bidlocker.us/a/tualatinoregon>. The submission must include:

- A signed Proposal Form
- Resident Bidder Certification
- Non-Collusion Declaration
- Bid Security (either a Proposal Bond or Certified Check / Letter of Credit),
- Bid Guarantee – Certified Check / Letter of Credit form (only if submitting a Certified Check / Letter of Credit).

All of these documents must be uploaded to BidLocker by the bid submission deadline. In addition, the First-Tier Subcontractor Disclosure Form must be submitted electronically through BidLocker no later than two (2) working hours after the bid closing time.

Bid pricing must be entered directly into BidLocker’s electronic bid schedule. Do not enter pricing on the Schedule of Bids Items form provided in the bid documents; it is for informational purposes only.

Proposal Forms must be complete, legible, and signed by the contractor or an authorized agent. Any statement accompanying the bid that qualifies or conditions the proposal may result in rejection unless specifically allowed.

Unless otherwise specified, bidders must provide pricing for all bid items listed in the electronic bid schedule. The lowest responsive and responsible bidder will be determined in accordance with subsection 00130.01 and applicable public contracting rules.

Physical submission of bids by mail or in person will not be accepted. In the case of bidders using certified checks or letters of credit, such bid security must be hand-delivered to the City prior to the bid deadline and accompanied by a Bid Guarantee – Certified Check / Letter of Credit form.



**00120.02 Protests of Specifications and Contract Terms** – A prospective bidder may submit a written protest regarding the Specifications or the Contract terms and conditions of this Solicitation. Any such protest must be received by the City no later than ten (10) Days prior to the Bid Closing Date.

**00120.03 Bid Closing & Public Bid Opening** – The City will host a virtual public bid opening at 2:10 pm (local time), May 14, 2026. Please see the Bid Portal for access instructions. A list of bidders and preliminary bid totals will be posted to the Bid Portal promptly after the virtual bid opening.

Posted bid tabulations are preliminary, and each bid and bidder is subject to review for responsiveness, responsibility, and compliance with solicitation requirements. Interested persons may access bid results through the Bid Portal.

**00120.04 Withdrawal and Resubmission of Bids** - Bidder may withdraw its bid through the Bid Portal at any time prior to the scheduled closing time. A Bidder wishing to modify a previously submitted bid must withdraw the bid and submit a new bid through the Bid Portal prior to the scheduled closing time. Unless withdrawn prior to the scheduled closing time, bids shall be irrevocable for 45 days following the closing time. Negligence on the part of the Bidder in preparing a bid confers no right of withdrawal after the scheduled closing time. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the City shall prevail.

**00120.05 Late Proposals** - Proposals received after the scheduled closing time for filing bids will not be considered. The closing time may be extended by the City.

**00120.06 Subcontractor Disclosure** - Within two working hours of the date and time of bid opening, a bidder shall submit a disclosure of any first-tier subcontractor that will be furnishing labor or will be furnishing labor and materials whose contract value is equal to or greater than (a) five percent of the total bid or \$15,000, whichever is larger, or (b) \$350,000 regardless of the percentage of the total bid. The disclosure shall include: (1) the name and address of each subcontractor, and (2) the category of work that each subcontractor will be performing.

**00120.07 Proposal Guaranty** - No bid will be considered unless accompanied by a proposal guaranty in the form of a scanned or digitally issued bid bond, or a certified check or letter of credit in an amount equal to ten percent (10%) of the total bid amount. Proposal bonds must be uploaded via BidLocker at the time of bid submission. If a scanned copy of a physical bond is submitted, the original must be delivered to the City within five (5) business days of bid closing.

Certified checks or letters of credit must be delivered to the City and physically received prior to the bid deadline. Late deliveries will not be accepted. In addition, bidders using a check or letter of credit must upload a completed Bid Guarantee – Certified Check / Letter of Credit form through BidLocker at the time of bid submission.

The proposal guaranty may be forfeited as liquidated damages if the successful bidder fails to execute the contract, provide required payment and performance bonds, submit insurance certificates, or furnish a Non-Collusion Declaration within ten (10) calendar days of receiving the contract for execution. All bid securities from unsuccessful bidders will be returned.

**00120.08 Examination of Specifications and Site of Work** - Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site, the Contract Documents, and by such other means as they may choose.

The failure of a Bidder to make such examinations shall not relieve the successful Bidder of the obligation to perform the work in accordance with the Contract Documents. Differing or unforeseen subsurface conditions not reasonably discoverable through site examination shall be governed by the applicable provisions of the Contract.

**00120.09 Interpretation of Contract Documents** - If it appears to a bidder that the work to be done or matters relative to the work are not sufficiently described or explained in the Contract Documents or that the Contract Documents are not definite and clear, the bidder may submit written inquiry to the Engineer by 2:00 pm (local time) May 6, 2026. If in the judgment of the Engineer, additional information or interpretation is necessary, such information will be supplied in an addendum that will be delivered via BidLocker to all individuals, firms and corporations who have taken out Contract Documents. The addendum has the same binding effect as though contained in the main body of the Contract Documents. ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT DOCUMENTS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

The contract and each of the Contract Documents are complementary and shall be interpreted so that what is called for by one shall be as binding as if called for by all. In the event of duplications or conflicts in the Contract Documents after the contract has been executed, the most expensive method of work, materials and equipment shall be construed as the requirement, with a credit for all cost savings accruing to the City if a less expensive method of work is directed or allowed. A duplication of work is not intended, and any duplications shall not become a basis for extra cost to City.

Both parties represent that there are now no other agreements between them, written or otherwise, relating to the rights and obligations of either under this contract; that this contract supersedes all prior understandings between the parties relating to the project, whether written or oral, and that in case of a conflict between the terms of this instrument and the proposal of the contractor, this instrument shall control. No attempted modification of this contract shall be effective until reduced to writing and attached and specifically references to this contract, signed by both parties.

**00120.10 Addenda to Contract Documents** - The City may issue addenda to the Contract Documents that include changes, corrections, additions, interpretations, or information. Addenda will be posted to the Bid Portal. Addenda will not be issued fewer than seventy-two (72) hours before the scheduled closing time, Sundays and legal holidays not included, without an extension of the closing time. Legal holidays are those defined by ORS 187.010. Failure of a Bidder to receive or obtain any addendum shall not excuse the Bidder from compliance with the addendum if the Bidder is awarded the Contract.

**00120.11 Familiarity with Laws and Ordinances** - The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, and regulations that in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or that affect the conduct of the work. No plea of misunderstanding will be considered on account of ignorance of such laws or regulations. If the bidder, or contractor discovers any provision in the Contract Documents that is contrary to or inconsistent with any law, ordinance, or regulation, the bidder shall report it to the City in writing promptly.

Contractor's work shall comply with all applicable laws, regulations, ordinances building codes, and requirements of Federal, State and local governmental authorities and agencies having jurisdiction over the project to be constructed, including those of the utility companies, and shall give notices. Unless otherwise provided, contractor shall obtain all licenses and permits required. Contractors shall comply with registration requirements of ORS 701.035 to 701.137.

**00120.12 Amount of Work to be Done** - City reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the contract nor shall such change invalidate any of its provisions.

The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the contract. City does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated.

The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted. Payment will be made at unit prices under the contract only for the work performed or materials furnished.

**00120.13 Bid Prices to Cover Entire Work** - Unless expressly stipulated otherwise, contractor shall provide and pay for all services, labor, overtime labor, standby labor, methods, materials, equipment, transportation, power, fuel, water, taxes and all other facilities and services, including operating costs of checking out equipment and all other items and facilities of every kind necessary to complete the intent of the contract for the contract cost within the contract time. It is understood and agreed that there is included in each lump sum or unit price bid the entire cost of materials and labor incidental or necessary to the completion of that portion of the work covered, unless such incidental work is expressly included in other lump sum or unit price bids in the proposal. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

**00120.14 Rejection of Proposals** - City may reject any bid not in compliance with all prescribed bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City that it is in the public interest to do so. Furthermore, City reserves the right to waive any irregularities or informalities in the contractor's bid.

This invitation to bid does not commit the City to pay any costs incurred by bidder in the submission of a proposal, or in making necessary studies or designs for the preparation of the bid, or for procuring or contracting for the items to be furnished under the invitation for bid. Bidder hereby waives and relinquishes any right to recover back from City any and all costs and expenses incurred or suffered by bidder.

**00120.15 Standard of Performance** - Contractor shall perform its services under this contract in a skillful and competent manner in accordance with the highest standards of the construction industry. Contractor shall be responsible to City for errors and omissions in construction and failure to perform this contract.

Contractor shall not divulge information concerning this project to anyone without City's prior written authorization. Contractor shall obtain similar agreements from persons, firms, contractors, subcontractors and material suppliers employed by the contractor. This requirement shall survive the expiration of this contract.

In submitting the bid, bidder certifies that the bidder is not ineligible to receive a contract for a public work, as set forth in ORS 279C.440 and agrees, if awarded a contract, that every subcontractor will be required to certify compliance with that statute. The subcontractor's certification shall be filed with the City prior to the subcontractor commencing any work under the contract.

**00120.16 Non-Collusion Declaration** - A Non-Collusion Declaration is material to any contract awarded.

This Non-Collusion Declaration must be executed by a member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Declaration should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Declaration must be submitted separately on behalf of each party.

Failure to file a Declaration in compliance with this section will result in disqualification of the bid.

**00120.17 Assignment of Antitrust Rights** - By entering into this contract, contractor, for consideration paid to the contractor under the contract, does irrevocably assign to City any claim for relief or cause of action which the contractor now has or which may accrue to the contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of a violation of 15 USC Sec. 1- 15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the contractor's obligations under this contract.

If the contractor hires subcontractors to perform any of the contractor's duties under the contract, the contractor shall require the subcontractor to irrevocably assign to the City, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reason of a violation of 15 USC Sec. 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control litigation arising there under, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to be the contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the contractor that it will take no action that will in any way diminish the value of the rights conveyed or assigned under this section to the City. It is an express obligation of the contractor to advise the City's attorney:

1. In advance, of its intention to commence an action on its own behalf regarding such claims for relief or causes of action;
2. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
3. The date on which it notified the obliger(s) of such claims for relief or causes of action of the fact of its assignment to the City.

Furthermore, it is understood or agreed that if a payment under such claim is made to the contractor, it shall promptly pay the City its proportionate share, if any, assigned to the City under this section.

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

**00130.01 Award of Contract** - The award will be made by the City to the lowest responsive, responsible bidder, as determined in accordance with ORS 279C.375 and the Instructions to Bidders. A single contract will be awarded for all Work described in the Contract Documents, for all Schedules of Work. In determining responsibility, the City may consider, in addition to price, the bidder's qualifications, experience, past performance on similar projects, and any other supplemental responsibility criteria stated in the solicitation.

While price extensions are required as a matter of convenience, in the event of error in extensions the unit prices bid shall govern. In the event of discrepancy between the written and numerical amounts, the written prices will govern. Determination of the lowest responsible bidder and award may be subject to review and determination by the attorney as to legal sufficiency of any bid submitted.

The award of contract, if it be awarded, shall be made within forty-five (45) calendar days after the date of opening of bids.

**00130.02 Execution of Contract** - Following issuance of a Notice of Intent to Award, the apparent successful bidder shall promptly begin obtaining and submitting all required post-award documents, including performance and payment bonds, insurance certificates, and any other documents required by the Contract Documents.

Upon expiration of the protest period and upon request by the City, the successful bidder shall execute and return the Agreement and shall submit any remaining required declarations and documents in a form satisfactory to the City.

If the successful bidder has failed to timely submit any required documents following expiration of the protest period, the City may issue a written Notice to Submit Award Documents requiring submission of all outstanding items within seven (7) calendar days. Failure to fully comply with such notice may result in forfeiture of bid security and rejection of the bid.

**00130.03 Failure to Execute Contract** - Failure on the part of the bidder to whom the contract is awarded to execute the contract and to deliver the contract and required performance and payment bonds as described in subsection 00130.06, satisfactory proof of insurance and the Non-Collusion Declaration, shall be just cause for cancellation of the award, withdrawal of the contract and forfeiture of the proposal guaranty. The forfeited proposal guaranty shall become the property of the City. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised, or it may be constructed under contract or otherwise, as the City may decide.

**00130.04 Return of Proposal Guaranty** - Upon the execution of the contract and bonds by the successful bidder, its proposal guaranty shall be returned to the bidder. The proposal guaranty of unsuccessful bidders will be returned after the bids have been opened and the contract has been awarded, and shall not be retained after the contract has been duly signed. City reserves the right to retain the bid security of the three (3) lowest bidders until the awarded contract has been signed and returned.

**00130.05 Assignments** - Neither the contract nor any interest in the contract shall be transferred to any other party or parties without the prior written consent of the City. In case of an attempted transfer without permission, the City may refuse to carry out the contract either with the transferor or the transferee, but all rights of action for any breach of the contract by the Contractor are reserved to the City. No officer or employee of the City is permitted a share or any part of the contract or benefit from the contract. Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City.

and to all deductions provided for in the contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by City for completion of the work if Contractor is in default.

**00130.06 Bonds** - Upon acceptance of this contract, or as a condition to continue performance under the contract, Contractor, at the option of the City, shall execute and deliver two bonds, a Performance Bond, and a Payment Bond each in an amount equal to the total contract sum, and fully executed by a surety company or companies, authorized to do business in the State of Oregon and approved by the City. The bonds shall be conditioned upon compliance with and fulfillment of all terms and provisions of the contract. Contractor shall pay the costs of any bond. The Attorney-in-Fact (Registered Agent) who executes a bond must file with each bond a notarized and effectively dated copy of his or her power of attorney with each bond. Both the Performance Bond and Payment Bond shall be issued by a surety company or companies included on the current list of financially acceptable sureties published by the United States Treasury Department.

Upon acceptance of this contract, or as a condition to continue performance under this contract, Contractor and each subcontractor, unless exempt under the provisions of ORS 279C.800 to 279C.870, must have a Public Works Bond filed with the Construction Contractors Board. Contractor shall include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the Construction Contractors Board before starting work under this contract, unless exempt under the provisions of ORS 279C.800 to 279C.870.

Before final acceptance of the project, and a prerequisite to release retainage, Contractor shall provide the following maintenance and warranty bond in a form approved by the City:

General Construction Maintenance and Warranty Bond. A bond in an amount equal to the total amount paid on the contract, including any change orders, guaranteeing against defects in materials and workmanship. This bond shall remain in effect for one (1) year from the date of final acceptance. If corrective work is performed during the warranty period, the warranty period for the corrected work shall be extended for one (1) year from the date the City accepts the corrective work, and the bond shall remain in effect for the duration of any such extension.

**00130.08 Proof of Carriage of Insurance** - Work shall not commence until all insurance required in the contract has been obtained nor until such insurance has been approved by the City, nor shall any subcontractor commence work until the subcontractor also has first obtained insurance applicable to such work. Contractor shall maintain insurance throughout the life of the contract that will hold the City harmless and indemnify the City for all losses to third persons or to the City arising out of the operations, including a contingent liability arising from them.

**00130.9 Certificates of Compliance** - Prior to the final acceptance of the work and final payment, the City may require a certificate in form substantially as follows:

**Certificate of Compliance**

I, \_\_\_\_\_,

(name or signatory party)

\_\_\_\_\_

(title)

do hereby certify:

- (1) That all work has been performed and materials supplied in accordance with the Contract Documents for the above work, and that;
- (2) Not less than the prevailing wage has been paid to laborers, workers and mechanics employed on this work;
- (3) There has been no unauthorized substitutions of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Engineer prior to the start of such subcontract work;
- (4) That no subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Engineer together with the names of all subcontractors;
- (5) That all claims for material and labor and other service performed in connection with these specifications have been paid;
- (6) That all monies due to the State Industrial Accident Fund (ORS 656), the State Unemployment Compensation Trust Fund (ORS 657), the State Tax Commission (ORS 315.575, 316.575, or 316.711 and 316.714), hospitals and other health care providers (ORS 279C.530) have been paid;
- (7) That the signing party has read such statement, knows and understands the contents hereof and verifies the truthfulness of each statement and the whole thereof.

\_\_\_\_\_

Date

\_\_\_\_\_

Contractor (authorized signature)

\_\_\_\_\_

(print name)

**00130.10 Severance** - If any provision of this contract is void, invalid or unenforceable under the laws of the State of Oregon or the United States, the balance of the contract shall remain in effect and binding on the parties.

**00130.11 Environmental and Natural Resources Laws and Rules** - The following is a list of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

**Federal Agencies**

Environmental Protection Agency  
Department of Labor  
Occupational Safety and Health Administration  
Department of Transportation  
Federal Highway Administration

**State Agencies**

Department of Environmental Quality

**Local Agencies**

City Council  
Tualatin Valley Fire & Rescue  
Clean Water Services  
Washington County

**SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications. See Scope of Work in Part I for project-specific requirements.

**SECTION 00150 - CONTROL OF WORK**

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

**00150.00 Authority of the Engineer** - Add the following paragraphs to the end of this subsection:

Upon notification in writing from the Engineer, the Contractor shall immediately remove from the job for its duration any laborer, worker, mechanic, foreperson, superintendent or other person employed who is found to be incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fails or refuses to perform work properly and acceptably.

Contractor shall ensure that all personnel refrain from smoking or playing loud music or other disruptive activities that could disturb nearby residents.

**00150.10(a) Order of Precedence** - Replace this subsection, except for the subsection number and title, with the following:



The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Contract Change Orders, Supplemental Agreements, and approved revisions to Specifications;
- Contract Addenda;
- Permits from other agencies as may be required by law;
- Special Provisions;
- Reviewed and accepted, stamped Working Drawings;
- Standard Drawings;
- Approved unstamped Working Drawings;
- Standard Specifications; and
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

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

#### **00150.50 Cooperation with Utilities**

**(a) General** - Add the following paragraph to the end of this subsection:

The locations of existing utilities shown are approximate and based on available records. The City does not guarantee their accuracy or completeness. The Contractor shall field verify visible utility features and protect all utility appurtenances during construction. Any conflicts or discrepancies shall be reported to the Engineer prior to performing work in the affected area.

**00150.50(c) Contractor Responsibilities** - Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

The Contractor shall protect all existing utility appurtenances, including but not limited to valve boxes, manholes, monuments, and utility lids, from damage or covering during construction. The Contractor shall notify the Engineer of any discrepancies in utility locations or any conflicts encountered in the field. The Contractor shall comply with Oregon Utility Notification Center (811) requirements prior to performing any excavation associated with the Work.

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

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.20 Preference for Materials, (a) Buy America** - Federal highway or other federal funds are not involved on the project.

## SECTION 00165 - QUALITY OF MATERIALS

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

**00165.03 Testing by City** – Add the following paragraph to the end of this subsection:

No Quality Control testing will be performed by the City. All Quality Control testing shall be the responsibility of the Contractor.

**00165.04 Cost of Testing** – Add the following paragraph to the end of this subsection:

All Quality Control testing required to be performed by the Contractor will be considered incidental and will be at the Contractor's expense.

## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

**00170.07 Record Requirements** - Replace the paragraph that begins "For purposes of this Subsection, the term ..." with the following paragraph:

For purposes of this Subsection, the term "Contractor" includes the Contractor, all Subcontractors, Material Suppliers, and providers of rented operated Equipment (except truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their Subcontractors and any other lower-tier subcontracts, and "Related Entities" as that term is defined in OAR 734-010-0400. The Material Suppliers included in this definition are those for Aggregates, asphalt cement concrete, Portland cement concrete and the supply and fabrication of structural steel items, and Material Suppliers that provide quotes.

**00170.10 – Required Payments by Contractors** – Required payments and compliance. Contractor shall comply with ORS 279C.505, 279C.515, and 279C.580. Contractor shall:

- Pay all entities furnishing labor or materials promptly;
- Pay all amounts due the Industrial Accident Fund;
- Prevent liens/claims against the City; and
- Remit all employee withholdings to DOR per ORS 316.167.

First-tier prompt pay. After the City pays the Contractor for accepted subcontract work, Contractor shall pay each first-tier subcontractor within 10 calendar days out of those sums (ORS 279C.580(3)).

Interest on late payments. If Contractor or a first-tier subcontractor fails to pay an entity furnishing labor or materials within 30 days after the Contractor receives payment from the City, interest accrues at 9% per annum starting after the 10-day prompt-pay window, unless there's a good-faith dispute (ORS 279C.515(2), 279C.580(5)(b)).

City's right to withhold/pay. If Contractor fails to make prompt payment for labor or services, the City may pay the claimant and deduct the amount from monies due or to become due to Contractor. This does not relieve Contractor or surety of obligations.

Remedies. Unpaid entities may file a CCB complaint and/or pursue the Payment Bond under ORS 279C.600-.605.

The Contractor shall submit a Paid Summary Report to the Engineer certifying payments made to all of its Subcontractors.

The Paid Summary Report shall be completed on the form provided by the Engineer and submitted to the Engineer within 20 Calendar Days of receipt of payment from the City for each month in which payments were made to each Subcontractor.

At the completion of the Project, submit a final Paid Summary Report form that provides the total amounts paid to each Subcontractor.

The Contractor shall require each Subcontractor at every tier to comply with the requirement to submit a Paid Summary Report within 20 Calendar Days of receipt of payment for Work on the Project and submit a final Paid Summary Report that provides a the total amounts paid to the Subcontractor for its Work under the subcontract at the completion of the Project or completion of its Work.

**00170.60 – Safety, Health, and Sanitation Provisions** - Add the following paragraph to the end of this subsection:

The Contractor shall provide and maintain proper portable sanitary facilities for their employees and their subcontractors' employees during day and night shifts that will comply with the regulations of the local and State departments of health and as directed by the Engineer.

**00170.61(a) Workers' Compensation** - Replace this subsection with the following subsection:

00170.61(a) Workers' Compensation and Employer's Liability - The Contractor shall provide workers' compensation and employer's liability coverage for on-the-job injuries as required by 00170.70(e).

**00170.70 Insurance Coverages** - Contractor shall provide and continuously maintain the following insurance coverages for the duration of the Contract, including all warranty periods. All policies shall be written with insurers acceptable to the City and licensed to do business in the State of Oregon.

(a) Commercial General Liability. Coverage for bodily injury, personal injury, and property damage arising from operations under this Contract, including coverage for completed operations, and the work of subcontractors. Limits not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.

(b) Automobile Liability. Coverage for bodily injury and property damage arising from the use of any owned, non-owned, or hired vehicles. Limits not less than \$2,000,000 per occurrence.

(c) Workers' Compensation and Employer's Liability. All employers, including the Contractor and all subcontractors, that employ subject workers as defined in ORS 656.027 shall comply with ORS 656.017 and provide Workers' Compensation insurance coverage, unless such employers are exempt under ORS 656.126(2). Employer's Liability limits shall be not less than \$500,000 per

accident. Contractor shall certify that it is registered with the Oregon Workers' Compensation Division as a carrier-insured employer, self-insured employer, exempt employer, or independent contractor who will perform the Work without the assistance of others. Contractor shall require and verify that its insurance carrier has filed a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

If the Contractor's or any subcontractor's operations include use of watercraft on navigable waters with persons employed in applicable positions, a Maritime Coverage Endorsement shall be added to the Workers' Compensation policy, unless coverage for captain and crew is provided under a separate Protection and Indemnity policy. If operations are conducted in proximity to navigable waters with persons employed in applicable positions, United States Longshore and Harbor Workers' Compensation Act coverage shall be endorsed onto the Workers' Compensation policy.

**Additional Insured.** The City of Tualatin, its officers, elected officials, agents, and employees shall be named as Additional Insureds under the Commercial General Liability and Automobile Liability policies. Additional insured coverage shall apply to both ongoing and completed operations.

#### General Insurance Requirements.

- (1) Contractor shall furnish certificates of insurance and all required endorsements to the City before commencing Work.
- (2) Contractor shall provide at least thirty (30) days' written notice to the City prior to cancellation, material change, or non-renewal of any required policy.
- (3) Contractor's insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City.
- (4) Use of excess or umbrella policies to meet the required limits is permitted, provided the coverage is at least as broad as the underlying policy and does not create gaps in coverage.
- (5) Contractor shall require all subcontractors to carry insurance meeting the requirements of this section, unless otherwise approved in writing by the City.
- (6) All insurance policies, endorsements, self-insurance documents, and related documentation are subject to City acceptance. The City may request complete copies at any time.

**00170.71 Independent Contractor Status** - The service or services to be rendered and the Work to be completed under this Contract are those of an independent contractor as defined in ORS 670.600. The Contractor is not an officer, employee, or agent of the City or the State as those terms are used in ORS 30.265.

**00170.72 Indemnity/Hold Harmless** - To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the City) and hold harmless the City of Tualatin and its officers, agents and employees, the Tualatin City Council, the City's Authorized Representative, Architect/Engineer, Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever that arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence that happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents that is to be observed or performed by the Contractor, or any breach of any agreement, duty, obligation, responsibility, covenant, provision, requirement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Any failure to comply with all applicable Laws by the Contractor or any Subcontractor, or anyone employed by any one of them, or anyone for whose acts they may be liable.
- Any lien filed upon the Project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subsection. In claims against any person or Entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Notwithstanding the Contractor's foregoing defense obligations, neither the Contractor nor any attorney engaged by the Contractor shall defend any claim in the name of the City, nor purport to act as legal representative of the City or any of its agencies, without the prior written consent of the City's legal counsel. The City may, at any time at its election, assume its own defense and settlement in the event that it determines that the Contractor is prohibited from defending the City, or that the Contractor is not adequately defending the City's interests, or that an important governmental principle is at issue or that it is in the best interests of the City to do so. The City reserves all rights to pursue any claims it may have against the Contractor.

This indemnity obligation shall survive final acceptance and expiration of any warranty period.

**00170.74 Employee Drug Testing Program** - As required by ORS 279C.505(2), the Contractor shall have in place, and maintain during the period of the Contract, an employee drug-testing program. The City retains the right to audit and/or monitor the program. On request by the Engineer, the Contractor shall furnish a copy of the employee drug-testing program.

**00170.75 Contractor Signage.** Contractor shall not display signs, banners, or other advertising or promotional materials on City property, City facilities, or on temporary structures, fencing, or barriers placed within the project site without prior written consent from the Engineer. This restriction does not apply to safety signage, traffic control signage required by the Traffic Control Plan, or signs required by federal, state, or local regulation.

**00170.79 Third Party Beneficiary** - There are no third-party beneficiaries of the Contract.

**00170.80 Responsibility for Damage to Work** -

(a) Risk of Loss. Until Final Acceptance, the Contractor performs the Work and furnishes Materials and Equipment at the Contractor's risk. The Contractor shall repair or replace damaged Work, Materials, and Equipment at no additional cost to the City, except to the extent damage is caused solely by Acts of God/Nature or actions of governmental authorities.

(b) Duty to Repair. The Contractor shall promptly rebuild, repair, restore, and make good all damage to temporary or permanent Work until Final Acceptance.

(c) Damage by Public Traffic. If the City has opened completed portions of the Work to public use in accordance with approved stage construction and traffic control plans, and required conformance / quality documentation is on file, the City may assume responsibility for damage to those completed portions caused by public traffic. In that case, the Contractor shall make repairs as directed and will be compensated as Changed Work. If conditions above are not met, the Contractor remains responsible.

(d) Vandalism and Theft. The Contractor shall provide reasonable protection of the Work from vandalism. If reasonable protection was provided, the Contractor's responsibility for vandalism is limited to \$5,000 per occurrence. Losses from theft (including theft occurring with vandalism) remain the Contractor's responsibility.

#### **00170.82 Responsibility for Damage to Property and Facilities –**

(a) In General - As used in this Subsection, the term "Contractor" shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract; and the term "damage" shall include without limitation soiling or staining surfaces by tracking or splashing mud, asphalt, and other materials, as well as damage of a more serious nature.

The Contractor shall be solely responsible for damages arising from:

- The Contractor's operations;
- The Contractor's negligence, gross negligence, or intentional wrongful acts; and
- The Contractor's failure to comply with any Contract provision.

The City may withhold funds due the Contractor until all lawsuits, actions, and claims for injuries or damages are resolved, and satisfactory evidence of resolution is furnished to the City.

(b) Protection and Restoration of Non-City Property and Facilities - The Contractor shall locate and protect all adjacent/private properties and facilities that could be affected by its operations, including utilities, structures, landscaping, irrigation, driveways, fences, sidewalks, and similar improvements. The Contractor shall protect survey monuments and property corners; do not disturb or remove them until the City has referenced their locations and authorized removal. If disturbed, monuments shall be re-established by an Oregon-licensed Professional Land Surveyor at the Contractor's expense.

The Contractor shall promptly restore any non-City property or facilities damaged by its operations to the condition existing before the damage, at no additional cost to the City. Provide temporary facilities or measures as needed to maintain normal service and access (e.g., temporary water, power, pedestrian and vehicle access) until permanent repairs are completed, as directed by the City.

The Contractor is responsible for coordinating with and providing reasonable advance notice to affected owners/occupants for planned interruptions, and remains responsible for all claims arising from such damage until restoration is complete.

**00170.85 Responsibility for Defective Work** - The Contractor shall make good any defective Work, Materials or Equipment incorporated into the Work.

(a) Latent Defects - The Contractor shall remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of all applicable statutes of limitation and ultimate repose, the Performance Bond, Warranty Bond, or warranty period, whichever expires last. The Contractor shall remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may be discovered, and regardless of whether such discovery occurs outside any applicable statutes of limitation or ultimate repose or any applicable Performance Bond, Warranty Bond, or warranty period.

(b) Contractor Furnished Warranties:

(1) Contractor Warranty for Specific Items - For those Items with a specific warranty, the Contractor warrants that the Work for those Items, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated into the Work, shall meet the technical and performance Specifications required under the Contract. The warranty period will be identified in each applicable Specification or elsewhere in the Contract and will begin on the date of final acceptance. The Contractor shall be responsible for making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, or workmanship. When the City makes written notification of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current Specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period. This warranty provision shall survive expiration or termination of the Contract.

(2) General Warranty - The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, and Extra Work, and Materials and Equipment incorporated in the Work, for 1 year from the date of final acceptance, and except that warranties according to 00170.85(b)(1) and manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged. The Contractor shall be responsible for meeting the technical and performance Specifications required, making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, occurrences beginning during the warranty period and are the result of defects in Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs associated with completing the repair of the defects and for associated Work including, but not limited to, permitting, mobilization, traffic control, erosion control, surface restoration, site cleanup and remediation caused by, or resulting in whole or in part from, defects in Materials, Equipment, or workmanship, and other Work determined by the Engineer to be necessary to complete the repair of the defects. Within 10 Calendar Days of the City's written notice of defects, the Contractor, or the Contractor's Surety, shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor or the Contractor's Surety fails to correct and repair the defects, the City may have the correction and repair done by others. The Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct

and repair the defects. In the event of an emergency, where delay could result in serious loss or damage, the City may make emergency corrections and repairs without written notice. The Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects. Corrections, repairs, replacements or changes shall be warranted for an additional 1 year period beginning on the date of the City's acceptance of the corrections, repairs, replacements or changes. Without limiting the general applicability of other survival clauses under the Contract, this warranty provision shall survive expiration or termination of the Contract.

(c) Manufacturer Warranties and Guarantees:

(1) Manufacturer Warranties - For those Specification Sections referencing 00170.85(c)(1), the Contractor shall furnish Warranties from the Manufacturer and signed by a Manufacturer's Representative. The warranty period will be specified in the applicable Specification Section for which it applies. The warranty period will begin on the date of final acceptance. When the City makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current Specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period. If, in the opinion of the Engineer, temporary repairs are necessary, the temporary repairs will be made by the City or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the City. The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the City. Warranty work shall be performed when weather permits.

(2) Trade Practice Guarantees - For those Items installed on the Project that have customary trade practice guarantees, the Contractor shall furnish them to the City upon completion of the Contract.

## **SECTION 00180 - PROSECUTION AND PROGRESS**

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

Add the following subsection:

**00180.40(c) Site Work outside of City Rights-of-Way** – The Contractor shall not work on private property outside of City Rights-of-Way.

**00180.41 Project Work Schedules -**

After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract. Send copies electronically to Engineer and their representatives.

**00180.42 Preconstruction Conference** – Supplement this subsection with the following:

The Contractor is required to contact the City to schedule the preconstruction conference, 3 weeks in advance.



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

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

- Contractor's plan of operation and progress schedule
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), name(s), address(s) and phone number(s)
- Cost percentage breakdown for lump sum bid items
- Shop drawings (bring preliminary list)
- Traffic Control Plans
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route

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

- Bonds and insurance
- Weekly project meetings – schedule and responsibilities
- Provision for inspection for materials from outside sources
- Responsibility for location of utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and City's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work

- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Rights-of-way, Easements and Temporary Construction Easements

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

Add the following subsection:

**Section 180.50 Contract Time to Complete Work** - Add the following subsection:

**00180.50(h) Contract Time** – There is one Contract Time on this Project as follows:

- (1) The Contractor shall begin the Work within 30 calendar days following the Notice to Proceed. Contractor shall complete all Work, except pavement markings, by August 31, 2026. The contractor shall complete all pavement markings no later than September 30, 2026.
- (2) For purposes of Contract Time, "begin construction Work" means commencing physical construction activities directly related to the permanent Work. Mobilization, surveying, installation of temporary facilities, and staging alone do not constitute beginning construction Work.

**00180.70 Suspension of Work** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the City Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for safety on this project. If the City Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the City's Risk Management Safety Analyst. If the City's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

**00180.85(b) Liquidated Damages** – Add the following paragraph to the end of this subsection:

The liquidated damages for failure to complete the Work on time required by 00180.50 (h) will be as follows:

Contract Amount	Liquidated Damages
Up to \$250,000	\$500 /calendar day
\$250,001 to \$1,000,000	\$1,000 /calendar day
\$1,000,001 to \$5,000,000	\$2,000 /calendar day
\$5,000,001 to \$10,000,000	\$2,500 /calendar day
Over \$10,000,000	\$3,000 /calendar day

Add the following subsections:

**00180.85(c) Lane Closures and/or Traffic Delays** - Lane closures and/or holding traffic beyond five (5) minutes at a time will inconvenience the traveling public and will not be allowed outside of the specified road closure times.

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

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

**00190.20(a) General** - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

**00190.20(f)(1) Scale with Automatic Printer** - Replace the paragraph that begins "If the scales have an automatic weigh memo printer ..." with the following paragraph:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the City may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

**00190.20(f)(2) Scale Without Automatic Printer** - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

## **SECTION 00195 - PAYMENT**

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

**00195.10 Changes in Materials Costs** – Add the following sentence to the end of this subsection:

Bid items in this contract will not be subject to price escalation/de-escalation clauses. No such clauses are part of this contract.

**00195.12(d) Steel Materials Pay Item Selection** - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

**00195.50(a) Progress Payments** - Replace the paragraph that begins "The estimates upon which progress payments are ..." with the following paragraph:

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

**00195.50(b) Retainage** – Replace the paragraph that begins "The Agency reserves the right ..." with the following paragraphs:

The City reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If the City withholds retainage from progress payments, 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 Section 00195.50(c). Retainage will also be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the City.

As provided in 00170.65(b)(3) in addition to any retainage, a withholding of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

**00195.60 Advance Allowance for materials on Hand:** Replace this entire subsection with the following:

No payments or allowances will be made for materials on hand.

## **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**

Replace Section 00199 of the Standard Specifications except for the Section number and title, with the following:

Comply with the City of Tualatin "Public Works Construction Code".

## **PART IV – SUPPORTING DOCUMENTS**

The following supporting documents are provided in BidLocker and are fully incorporated by reference and deemed attached to these Contract Documents:

- Slurry Seal Road List
- Schedule A Map
- Schedule B Map
- Schedule C Map