

	 <p>Public Works Department</p>	<p>PREQUALIFICATION REQUIRED:</p> <p>To bid as a prime contractor, bidders must submit a statement showing expertise in either 1) sidewalk removal and replacement or 2) street tree removal and replanting. Any contractor performing sidewalk removal and replacement or street tree removal and replanting work (whether as a prime or a subcontractor) must submit a statement demonstrating their expertise in that work.</p> <p>Prequalification statements must be received no later than 2:00 p.m. local time on April 15, 2026. See Section 00120.01 for details.</p>
<p>CONTRACT DOCUMENTS</p> <p>for construction of</p> <p>Sidewalk and Street Tree Removal and Replacement</p> <p>April 2026</p>		
<p><u>Refer Questions to:</u></p> <p>Richard Contreras Procurement & Contracts Administrator (503) 691-3080 rcontreras@tualatin.gov</p>	<p><u>Submit Bids via:</u></p> <p>https://bidlocker.us/a/tualatinoregon</p> <p>Bids will not be accepted by any other method</p>	
<p>BIDS DUE:</p> <p>May 5, 2026</p> <p>By 2:00 PM (local time)</p>		

TABLE OF CONTENTS

INVITATION TO BID	iv
SCOPE OF WORK	1
BIDDER'S CHECKLIST	7
PROPOSAL.....	8
SCHEDULE OF BID ITEMS.....	10
BID GUARANTEE – CERTIFIED CHECK / LETTER OF CREDIT	11
PROPOSAL BOND.....	12
RESIDENT BIDDER CERTIFICATION.....	13
INSTRUCTIONS FOR FIRST-TIER SUBCONTRACTOR DISCLOSURE	14
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM	15
NON-COLLUSION DECLARATION	16
AGREEMENT	18
PERFORMANCE BOND.....	20
PAYMENT BOND	22
MAINTENANCE AND WARRANTY BOND.....	25
GENERAL PROVISIONS	27
SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS.....	28
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES	29
SECTION 00130 - AWARD AND EXECUTION OF CONTRACT	35
SECTION 00140 - SCOPE OF WORK.....	38
SECTION 00150 - CONTROL OF WORK.....	38
SECTION 00160 - SOURCE OF MATERIALS	39
SECTION 00165 - QUALITY OF MATERIALS	39
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES	39
SECTION 00180 - PROSECUTION AND PROGRESS.....	41
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES	42
SECTION 00195 - PAYMENT.....	42
SECTION 00196 - PAYMENT FOR EXTRA WORK	43
SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK	43
SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS	43

PART IV – SUPPORTING DOCUMENTS	44
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INVITATION TO BID

City of Tualatin is accepting bids for SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT until 2:00 pm (local time), May 5, 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 or (503) 691-3080.

The City will host a virtual public bid opening at 2:10 pm (local time), May 5, 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 5, 2026, two working hours after the Bid Closing.

IDENTIFICATION OF PROJECT: Major items of work include removal and replacement of damaged or uplifted sidewalks and associated street trees, restoring ADA-compliant pedestrian infrastructure, and protecting long-term sidewalk performance through proper tree selection, placement, and root management.

PREQUALIFICATION REQUIREMENT: To be eligible to submit a bid as a prime contractor, bidders must submit a written statement demonstrating expertise in either 1) sidewalk removal and replacement or 2) street tree removal and replanting. In addition, any contractor performing sidewalk removal and replacement or street tree removal and replanting work (whether as a prime contractor or subcontractor) must submit a written statement demonstrating expertise in that work. Prequalification statements must be submitted by email to Richard Contreras at rcontreras@tualatin.gov and received no later than 2:00 p.m. local time on April 15, 2026. See Section 00120.01 of the Contract Documents for additional requirements.

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 3, 2026.

SCOPE OF WORK

This scope of work outlines the requirements for professional sidewalk removal and replacement and associated street tree removal and replanting. All work shall conform to applicable City standards, current ADA requirements, the City's engineering standard details, and accepted arboricultural best practices. Tree-related work shall conform to the latest version of ANSI A300 standards and ANSI Z133 safety standards.

PROJECT DESCRIPTION & OBJECTIVES

The primary objective of this project is to remove and replace damaged or uplifted sidewalks and associated street trees in order to improve pedestrian safety, restore ADA-compliant pedestrian infrastructure, and protect long-term sidewalk performance through proper tree selection, placement, and root management.

The project shall be completed in two phases over two calendar years, with work areas divided approximately in half as shown on the attached project maps. All work shall be coordinated to minimize disruption to pedestrians, adjacent properties, and vehicular traffic while ensuring safe, durable construction and healthy tree establishment.

This scope includes work within the public right-of-way *only* and does not include private sidewalks, private trees, curb ramps, driveways, or landscaping outside of the public right-of-way.

LIMITS OF WORK

The list of properties and work locations provided by the City represents the maximum anticipated extent of work under this contract. Actual quantities and locations may be less than the maximum identified, depending on field conditions and City direction. The contractor shall only perform work within the identified areas shown on the attached maps or lists and shall not perform work outside of the identified areas without prior written approval from the City. If the contractor encounters unforeseen conditions, utility conflicts, or believes additional work may be required, the contractor shall stop work in the affected area and contact the City for direction prior to proceeding.

SIDEWALK REMOVAL

Contractor shall perform sidewalk removal services in accordance with the following specifications:

- Remove existing concrete sidewalk panels identified by the City (map of zones attached, digital map link here [Sidewalk Repairs Map](#))
- Removal limits shall be confined to designated panels and necessary transition areas.
- Concrete shall be removed in a manner that minimizes disturbance to adjacent pavement, utilities, landscaping, and private property. See section about damage and responsibilities below.
- The contractor shall obtain utility locates prior to excavation.
- Catch basins and storm drainage facilities shall be protected and covered during all removal activities to prevent debris entry.
- All removed materials shall be hauled off-site and disposed of daily.

SIDEWALK REPLACEMENT

Contractor shall perform sidewalk replacement services in accordance with the following specifications:

- Replace removed sidewalk panels using the City's standard sidewalk detail and materials specifications (attached). This project is using a revised set of specifications aimed at lowering

embodied carbon emissions and global warming potential (GWP) from concrete. Mix designs that minimize embodied carbon while meeting strength and durability requirements are encouraged.

- Sidewalks shall meet all applicable Public Right-of-Way Accessibility Guidelines (PROWAG) requirements, including cross slope, running slope, and surface finish.
- Concrete placement, finishing, curing, and jointing shall conform to City standards and industry best practices.
- Sidewalk transitions to adjacent panels and driveways shall be smooth, continuous, and free of trip hazards.
- Note City specification to use low-emission concrete material. Further information about the low emission concrete specification (attached).
- The contractor shall provide temporary signage and barricades as necessary until concrete has cured sufficiently for public use.
- Backfill with topsoil around all sidewalks.

STREET TREE REMOVAL

Contractor shall perform street tree removal services in accordance with the following specifications:

- Remove designated street trees that are causing or contributing to sidewalk damage.
- Tree removal shall include removal of the trunk and major roots necessary to facilitate sidewalk reconstruction.
- All tree removal work shall comply with ANSI A300 and ANSI Z133 standards.
- All existing trees and landscaping in the planter strip not designated for removal shall be protected as best possible from damage.

STUMP GRINDING AND ROOT REMOVAL

Contractor shall perform stump grinding and root removal services in accordance with the following specifications:

- Stumps shall be ground to a minimum depth of eighteen inches (18 inches) below finished grade at location of replanting.
- Grinding shall extend the full width of the planter strip and a minimum of ten (10) feet total length, extending five (5) feet on each side of the stump location.
- Surface roots shall be ground to a minimum depth of six inches (6 inches) to clear remaining roots where surface roots are exposed or problematic.
- Grindings shall be removed from the site weekly, unless otherwise approved by the City.

ROOT BARRIER INSTALLATION

Contractor shall perform root barrier installation services in accordance with the following specifications:

- Install root barriers at locations shown on maps (attached).
- Root barriers shall be installed prior to sidewalk replacement and prior to tree replanting.
- A root control system, biobarrier, deeproot, or approved equal, shall be installed along the back of the sidewalk. It shall be installed vertically a minimum of 12" in depth from finish grade & per manufacturers recommendations. Further details regarding installation depth, alignment, and materials shall conform to City standards (attached)

TREE REPLANTING

Contractor shall perform street tree replanting services in accordance with the following specifications:

- Replant street trees at approved locations following sidewalk replacement and root barrier installation.
- Homeowner will select replacement tree species and all new trees shall be from the City's approved street tree list (attached).
- Trees shall be sourced from a quality nursery located within the Willamette Valley and approved by the City.
- Minimum tree size shall be either:
 - Fifteen (15) gallon container-grown, or
 - Balled-and-burlapped with a minimum trunk diameter of 1¼ inches (DBH).
- All newly planted trees shall be staked with two (2) stakes and planted in accordance with accepted arboricultural practices.
- Watering and establishment care shall be provided by the City.

SEQUENCING AND TIMING OF WORK

Work shall generally follow the sequence below unless otherwise approved by the City:

1. Street tree removal
2. Sidewalk removal
3. Stump grinding and root removal
4. Root barrier installation
5. Sidewalk replacement
6. Tree replanting

Seasonal Timing Requirements

Sidewalk removal and replacement: May/June through September

Tree planting: November and December

Tree planting outside of the November – December planting window shall require prior written approval from the City.

PROJECT SCHEDULE AND PHASING

Phase 1

- Spring 2026 start
- Approximately one-half of the project area (Zone 1 per attached map)
- Sidewalk work: June–September 2026
- Tree planting: November - December 2026

All work in Phase 1 shall begin on or after June 1, 2026 and be fully completed no later than December 31, 2026.

Phase 2

- Spring 2027 start
- Remaining project area (Zone 2 per attached map)
- Sidewalk work: May–September 2027

- Tree planting: November - December 2027

All work in Phase 2 shall begin on or after May 1, 2027 and be fully completed no later than December 31, 2027.

City will issue a formal notice to proceed with official start day, anticipated approximately on or after June 1, 2026.

COMMUNICATION, WORK SCHEDULE, AND COORDINATION

Contractor shall meet communication, scheduling, and coordination expectations in accordance with the following specifications:

- The contractor shall provide advance notification to affected residents a minimum of one week prior to the start of work in their area using doorhangers provided by the City.
- The contractor shall respond promptly and professionally to resident questions or concerns in the field related to construction activities.
- Otherwise, the City shall be the first point of contact for residents, followed by the contractor.
- The contractor shall work a minimum of three (3) consecutive workdays per week, weather permitting, between 7:00am to 6:00pm.
- Work shall be performed in continuous (back-to-back) weeks within the City to efficiently complete the project.
- The contractor shall track progress utilizing the provided GIS application.
- The contractor shall communicate with the City on a weekly basis, providing a summary of work areas completed and work areas planned for the upcoming week.

This communication is essential for contract oversight as well as public communication efforts.

DAMAGE AND RESPONSIBILITY

- Contractor shall work to avoid damage to rain drains, irrigation systems, and other underground utilities that may be present.
- Contractor shall immediately notify:
 - City if damage occurs to rain drain
 - Homeowner if damage occurs to irrigation systems
 - Utility if damage occurs to a utility
- Repairs are the responsibility of:
 - City – rain drains
 - Homeowner – irrigation repairs

SAFETY, TRAFFIC CONTROL, AND PEDESTRIAN ACCESS

- Traffic control, signing, barricades, and flagging shall comply with all applicable local and state regulations.
- Safe pedestrian access or clearly marked detours shall be maintained at all times.
- Catch basins shall be covered during all work activities to prevent debris from entering the storm system.

SITE CONDITIONS, CLEANUP, AND CHIP DISPOSAL

The contractor is responsible for maintaining a clean, orderly, and safe work site at all times.

- Prompt cleanup is required, including removal of concrete, soil, wood, and debris.
- Streets, sidewalks, and adjacent areas shall be left in a clean condition at the end of each workday.

- No debris or materials shall be stockpiled on-site without approval from the City.
- Equipment may be left on site, so long as it does not impede traffic, pedestrian, or driveway access.

INSPECTION, MEASUREMENT, AND PAYMENT

The City may inspect all work at any time. Once forms are ready, City representative must inspect and give approval before concrete may be poured. Once concrete pour is complete, City representative will return for final approval of work.

Any work found to be non-compliant shall be corrected at the contractor's expense in a timely manner.

Payment shall be based on actual quantities installed, not to exceed the maximum quantities identified. All invoices shall be specifically itemized by Defect ID.

FINAL ACCEPTANCE

Final acceptance shall occur upon completion of all work, satisfactory inspection by the City, completion of required cleanup, and fulfillment of all contract requirements.

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:

- ☐ **Prequalification Required:** To bid as a prime contractor, bidders must submit a statement demonstrating expertise in either 1) sidewalk removal and replacement or 2) street tree removal and replanting. Any contractor performing sidewalk removal and replacement or street tree removal and replanting work (whether as a prime or a subcontractor) must submit a statement demonstrating their expertise in that work. Prequalification statements must be received no later than 2:00 p.m. local time on April 15, 2026. See Section 00120.01 for details.
 - ☐ **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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT

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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT 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:

Phase 1:

Contractor shall complete all sidewalk removal, sidewalk replacement, root barrier installation, and associated work for Phase 1 between June 1, 2026 and September 30, 2026. Contractor shall complete all Phase 1 tree planting between November 1, 2026 and December 31, 2026.

Phase 2:

Contractor shall complete all sidewalk removal, sidewalk replacement, root barrier installation, and associated work for Phase 2 between May 1, 2027 and September 30, 2027. Contractor shall complete all Phase 2 tree planting between November 1, 2027 and December 31, 2027.

Contractor shall achieve Final Completion of all Work no later than December 31, 2027.

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 instruction 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

SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT

This page is for reference only, enter all bid pricing directly into BidLocker.

Item #	Description	Estimated Quantity	Unit
1	Mobilization	1	LS
2	Removal and Replacement of panels (<i>calculate using 5x5 panel, 4" thick</i>)	1,044	EA
3	Landscape Restoration	1	LS
4	Doorhangers	325	EA
5	Tree Removal	327	EA
6	Stump Grinding	327	EA
7	Replanting	324	EA
8	Traffic Control (<i>associated with tree removal</i>)	1	LS
9	Chip Disposal	400	CY
10	Root Barrier per tree	324	EA

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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT 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: Sidewalk and Street Tree Removal and Replacement

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 #: _____

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 #: _____

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: SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT

BID CLOSING DATE: May 5, 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: SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT

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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT 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 acknowledges and agrees to the following construction timeline:

Phase 1:

Contractor shall complete all sidewalk removal, sidewalk replacement, root barrier installation, and associated work for Phase 1 between June 1, 2026 and September 30, 2026. Contractor shall complete all Phase 1 tree planting between November 1, 2026 and December 31, 2026.

Phase 2:

Contractor shall complete all sidewalk removal, sidewalk replacement, root barrier installation, and associated work for Phase 2 between May 1, 2027 and September 30, 2027. Contractor shall complete all Phase 2 tree planting between November 1, 2027 and December 31, 2027.

Contractor shall achieve Final Completion of all Work no later than December 31, 2027.

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 bond.

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

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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT 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

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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT 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

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 SIDEWALK AND STREET TREE REMOVAL AND REPLACEMENT 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. Only those sections of the Standard Specifications that are expressly referenced in this Part III are incorporated by reference and made a part of the Contract Documents.

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 Public Works Director 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 manager for the Project, acting either directly or through authorized representatives. For this project, it shall be the City of Tualatin’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 Public Works Director. Final Acceptance is determined in writing by the Public Works Director 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 Public Works Director. 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 Prequalification Required –

(a) Prime Contractor. To be eligible to submit a Bid as a prime contractor, bidders must submit a Statement of Qualifications demonstrating expertise in either 1) sidewalk removal and replacement or 2) street tree removal and replanting. The City's applicable form or forms are mandatory and will be made available with the Bid Documents on BidLocker.

(b) Sidewalk Removal and Replacement. Any contractor performing sidewalk removal and replacement work on this project, whether as a prime contractor or as a subcontractor, must submit a Statement of Qualifications demonstrating expertise in that work. At a minimum, contractors must demonstrate completion of at least three (3) completed projects involving sidewalk removal and replacement work constructed within the past five (5) years, each with a minimum of \$100,000 in sidewalk removal and replacement work performed by the contractor. Project descriptions shall include, at a minimum, the project name and location, scope of work performed, total contract value, approximate value of sidewalk work, completion date, and owner contact information. Contractors must also demonstrate the ability to deploy at least two (2) sidewalk crews simultaneously, each with a minimum of four (4) workers.

(c) Street Tree Removal and Replanting. Any contractor performing street tree removal and replanting work on this project, whether as a prime contractor or as a subcontractor, must submit a Statement of Qualifications demonstrating expertise in that work. At a minimum, contractors must provide detailed information for at least three (3) completed projects involving street tree removal and replanting work constructed within the past five (5) years, each with a minimum of \$50,000 in street tree removal and replanting work performed by the contractor. Project descriptions shall include, at a minimum, the project name and location, scope of work performed, total contract value, approximate value of tree-related work, completion date, and owner contact information. The contractor must also have at least one ISA Certified Arborist on staff or under contract who will oversee the tree removal and replanting work on this project.

(d) Submittal Deadline. Statements of Qualifications for each category of work the contractor seeks to perform, and for at least one category as a condition of bidding as a prime contractor, must be submitted by email to rcontreras@tualatin.gov and received no later than 2:00 p.m. local time on April 15, 2026. A bidder that does not timely submit a Statement of Qualifications under subsection (b) or subsection (c), and is not determined by the City to meet the minimum qualification requirements for at least one of those categories, shall not be eligible to submit a Bid.

A contractor that does not timely submit a Statement of Qualifications under subsection (b), or that the City does not determine meets the minimum qualification requirements under subsection (b), shall not be eligible to perform sidewalk removal and replacement work on this project, whether as a prime contractor or subcontractor. A contractor that does not timely submit a Statement of Qualifications under subsection (c), or that the City does not determine meets the minimum qualification requirements under subsection (c), shall not be eligible to perform street tree removal and replanting work on this project, whether as a prime contractor or subcontractor.

(e) Evaluation and Posting. The City reserves the right to verify submitted qualifications, request clarifications, contact listed references, and determine whether a bidder or subcontractor meets the minimum qualification requirements for the applicable category or categories of work. The City will post a list of prequalified contractors, identifying the category or categories for which each contractor is prequalified, by 5:00 p.m. local time on April 22, 2026. A contractor who is denied prequalification in any category may submit a written protest of the City's determination within seventy-two (72) hours after the list is posted. The City will review such a protest in accordance with applicable contracting rules.

00120.02 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.

00120.03 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.

Solicitation protests shall be submitted and processed in accordance with OAR 137-049-0260.

00120.04 Bid Closing & Public Bid Opening - The City will host a virtual public bid opening at 2:10 pm (local time), May 5, 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. No in-person bid opening will be conducted. Interested persons may access bid results through the Bid Portal.

00120.05 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.

00120.06 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.

00120.07 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.

00120.08 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.

00120.09 Examination of Plans, Standard Plans or Drawings, 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.

00120.10 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 Richard Contreras, Procurement & Contracts Administrator, at rcontreras@tualatin.gov or (503) 691-3080, by 2:00 pm (local time) April 27, 2026. If in the judgment of the Public Works Director, 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.

00120.11 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.

00120.12 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.

00120.13 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.

00120.14 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.

00120.15 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.

00120.16 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.

00120.17 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.

00120.18 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. In determining responsibility, the City may consider, in addition to price, the bidder's qualifications, experience, past performance on similar projects, proposed schedule, 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 as a prerequisite to release retainage, Contractor shall provide the following maintenance and warranty bond in a form approved by the City:

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.

The Contractor's warranty obligation for replanted trees is limited to defects in planting workmanship, materials, and the health and viability of trees at the time of delivery and installation. Tree mortality or decline resulting from inadequate watering or other establishment care performed by the City after installation shall not be considered a defect in the Contractor's work and shall not be covered under the Contractor's warranty.

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 Public Works Director 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 Public Works Director 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

Department of Labor
Occupational Safety and Health Administration

State Agencies

Department of Environmental Quality

Local Agencies

City Council
Clackamas County
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 Public Works Director, 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 Public Works Director will resolve any discrepancies between these documents in the following order of precedence:

Contract Change Orders, Supplemental Agreements, and approved revisions to Plans and Specifications;
Contract Addenda;
Permits from other agencies as may be required by law;
Special Provisions;
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.

Detailed plans have precedence over general plans.

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

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:

00170.60 – 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 Public Works Director.

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

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 - Replace this subsection with the following:

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.

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

Add the following subsection:

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 Public Works Director. 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.

SECTION 00180 - PROSECUTION AND PROGRESS

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

Section 00180.50 Contract Time to Complete Work - Add the following subsection:

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

Phase 1:

Contractor shall complete all sidewalk removal, sidewalk replacement, root barrier installation, and associated work for Phase 1 between June 1, 2026 and September 30, 2026. Contractor shall complete all Phase 1 tree planting between November 1, 2026 and December 31, 2026.

Phase 2:

Contractor shall complete all sidewalk removal, sidewalk replacement, root barrier installation, and associated work for Phase 2 between May 1, 2027 and September 30, 2027. Contractor shall complete all Phase 2 tree planting between November 1, 2027 and December 31, 2027.
Contractor shall achieve Final Completion of all Work no later than December 31, 2027.

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
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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.

Add the following subsection:

00190.40 Measurement - Removal and Replacement of Panels

Item 2 of the Schedule of Bid Items, Removal and Replacement of Panels, will be measured on a per each (EA) basis. One each will be defined as one sidewalk panel removed and replaced. For bidding purposes, panel quantity has been estimated using nominal 5-foot by 5-foot panels, 4 inches thick.

Actual panel dimensions may vary from the nominal size. Measurement for payment will be based on the number of panels removed and replaced, with no adjustment for panels that are smaller or larger than the nominal dimensions.

No separate measurement or payment will be made for variations in panel dimensions, irregular geometry, or minor variations in thickness within the tolerances allowed by the Contract. All such costs are incidental to the unit price bid for this item.

Traffic control required for sidewalk removal and replacement work is incidental to the unit price for this item and will not be measured or paid for separately.

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.

As a condition of Final Completion and release of retainage, the Contractor shall submit all Environmental Product Declarations required under Section 312 of the Tualatin Public Works Construction Code, together with corresponding pour logs for concrete used in the Work. If the requested information is not reasonably available, the Contractor shall provide a written statement describing efforts made to obtain the information and the reason it is unavailable. Failure to provide the required documentation may delay Final Completion, final payment, and release of retainage until the documentation is provided and accepted by the City.

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

Comply with Section 00199 of the Standard Specifications.

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:

- Map of Zones
- Sidewalk Repairs Map (only available through [hyperlink](#))
- City of Tualatin Standard Drawing #475 (Concrete Sidewalk)
- Section 312 of the Tualatin Public Works Construction Code (Concrete Sidewalk, Pathways, and Driveway Approaches / Low-Emissions Concrete Requirements)
- Root Barrier Detail Sheet
- Approved Street Tree List