



**City of Tigard**  
Invitation to Bid (ITB)

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**ADDENDUM #1**  
**COOK PARK ACCESSIBLE DOCK IMPROVEMENTS**  
**ITB 2026-20**

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**Bids Due:** Tuesday, June 2<sup>nd</sup>, 2026 - 2:00 PM

**Addendum Issue Date:** Thursday, May 21<sup>st</sup>, 2026

**Submit Bids To:** [contractspurchasing@tigard-or.gov](mailto:contractspurchasing@tigard-or.gov)

**Direct Questions To:** Contracts and Purchasing Department at [contractspurchasing@tigard-or.gov](mailto:contractspurchasing@tigard-or.gov)

**Total Page of this Addendum:** 4

This addendum is issued to clarify, add, delete, correct and/or change the bid documents to the extent indicated and is hereby made a part of the above noted RFP documents on which the contract will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the RFP to remain in force. It is the responsibility of all bidders to conform to this addendum.

**1. Cook Park Accessible Dock Improvements:**

Bid Closing Date Extension

The bid closing date ~~Tuesday, May 26, 2026, 2:00pm~~ has been extended to Tuesday, June 2<sup>nd</sup>, 2026, 2:00pm.

Add Attachment O – Archaeological Inadvertent Discovery Plan (IDP)

See Adjusted Bid Schedule:

Add/revise the following to the bid schedule Page 8:

The Undersigned certifies that it is not listed, and shall not permit any person or entity to be a subcontractor if the person or entity is listed, on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Pat 180).

See Adjusted contract template:

Add/revise the following to the contract template Indemnification Page 24:

Seller agrees to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents (“indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, ore expenses arising from a tort (as now or hereafter defined in in ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Seller or any of the officers, agents, employees, or subcontractors of the Seller (“claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Seller from and against any and all Claims.

See Adjusted contract template:

Add/revise the following to the contract template Certificates of Insurance Page 26:

~~Ten~~ **Forty-Five (45)** days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. A renewal certificate will be sent to the above address ~~10~~ **Forty-Five (45)** days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit Contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss connected with this Contract.

## ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP must be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Grantee, including any and all individuals, organizations, contractors, or companies associated with the Project.

### **WHAT MAY BE ENCOUNTERED**

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.
- Historic building materials such as nails, glass, metal such as cans, barrel rings, farm implements, ceramics, bottles, marbles, beads.
- Layers of discolored earth resulting from hearth fire
- Structural remains such as foundations
- Shell Middens (mounds)
- Human skeletal remains and/or bone fragments which may be whole or fragmented.

If in doubt call it in.

### **DISCOVERY PROCEDURES: WHAT TO DO IF SOMETHING IS FOUND**

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Grantee
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, work may continue.

### **HUMAN REMAINS PROCEDURES**

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**
4. Notify:
  - Project Manager
  - Grantee

- Contracted Archaeologist (if applicable)
  - Oregon State Police - **DO NOT CALL 911** . . . . . 503-378-3720
  - SHPO (State Historic Preservation Office) . . . . . 503-986-0690
  - LCIS (Legislative Commission on Indian Services) . . . . . 503-986-1067
  - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
  6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

**CONFIDENTIALITY**

The Grantee and employees shall make best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to Grantee. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

*To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.*