

Port of Toledo

Invitation to Bid

2017-01

Environmental Building

Closing Date & Time

August 9, TIME: 2:00 PM (Pacific)

SECTION A - TABLE OF CONTENTS

SECTION A	TABLE OF CONTENTS
SECTION B	DEFINITIONS
SECTION C	GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS
SECTION D	BID SECURITY REQUIREMENTS
SECTION E	PREVAILING WAGE RATES (BOLI REQUIREMENTS)
SECTION F	FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM
SECTION G	CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS; ASBESTOS ABATEMENT LICENSING REQUIREMENTS; AND JOINT VENTURE - PARTNERSHIP REQUIREMENTS
SECTION H	ADDENDA ACKNOWLEDGMENT
SECTION I	RESPONSIBILITY INQUIRY / CONTRACTOR REFERENCES
SECTION J	RECYCLED PRODUCTS
SECTION K	RESIDENCY INFORMATION
SECTION L	CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION M	CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS:
SECTION N	CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION
SECTION O	SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE
EXHIBIT 1	PRICING SUBMITTAL FORM
EXHIBIT 2	SUPPLEMENTAL GENERAL CONDITIONS
ATTACHMENT A	GENERAL CONDITIONS
ATTACHMENT B	SPECIFICATIONS

SECTION B - DEFINITIONS

B.1 DEFINITIONS: Together with the Definitions found in Section A.1 of the General Conditions, the following definitions apply to this ITB and the resulting Contract.

B.1.1 "Addendum" means an addition or deletion to, a material change in, or a clarification of, the ITB. Each Addendum shall be labeled as such and shall be made available to all interested Offerors in accordance with OAR 125-249-0250(2). The plural form of "Addendum" is "Addenda."

B.1.2 "Agency" means the Port of Toledo

B.1.3 "Bid" means the Offeror's written offer submitted in response to the ITB, including all necessary attachments and information required to be submitted prior to award. Bid also means "Offer".

B.1.4 "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB. Bidder also means "Offeror".

B.1.5 "Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.

B.1.6 "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.

B.1.7 "Opening" means the date/time set to read the Bid submittals.

B.1.8 "Writing" means letters, characters and symbols inscribed on paper by hand, print, type or other method of impression, intend to represent or convey particular ideas or meanings. "Writing" when required or permitted by law, or required or permitted in a Solicitation Document, also means letters, characters and symbols made in electronic form and intended to represent or convey particular ideas or meanings.

SECTION C - GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS

C.1 GENERAL INFORMATION

ITB PURPOSE:

The purpose of the ITB is to establish a Contract for a Pre-engineered Metal Building for the benefit of the Port of Toledo. The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to the project as described in the Contract and Specification Documents.

The Port of Toledo's Environmental Building project will include numerous entities in both design and construction. Design/construction work will be integrated with suppliers of equipment, notably a sandblast media recovery/HVAC system, a "Megadoor" supplier, and a bridge crane supplier. Foundation design will be done by others as part of a design package for a General Contractor. No LEED documentation will be required throughout the project.

PROJECT ESTIMATE:

The following range is a project estimate for bonding purposes: **\$1.6 - \$2 million**

PROJECT COMPLETION DATES:

PROJECT START DATE: **30** calendar days from issuance of Notice to Proceed.

Foundation Specifications to be Delivered **60** calendar days from issuance of Notice to Proceed.

Building to be Delivered to Site by **April 1, 2018**, Building Erection to be completed by **August 1, 2018**

LIQUIDATED DAMAGES:

Liquidated damages of \$500 a day will apply to the contract resulting from this ITB. (See Exhibit 2 for detailed information)

C.1.0 PRE-BID CONFERENCE:

C.1.0.1 There is no pre-bid conference for this project.

C.1.1 POINT(S) OF CONTACT:

C.1.1.1 The single contact point for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and any other issues that may arise, is Bud Shoemake at (541) 336-5207, fax (541) 336-5160 and e-mail bud.shoemake@porto.toledo.org.

C.1.3 INVITATION TO BID DOCUMENT AVAILABILITY:

C.1.3.1 ITBs, ADDENDA AND ATTACHMENTS: ITBs, including all Addenda and attachments, are posted on the Port of Toledo's website at: <http://porto.toledo.org/public-notices/> as part of the solicitation document and will not be mailed to interested parties, except as provided in C.1.4.

C.1.3.4 ADDENDA: Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded from the Port of Toledo's website at: <http://porto.toledo.org/public-notices/>.

C.1.4 BIDDERS LIST: To be included on the bidders list, interested parties must contact the Port of Toledo at (541) 336-5207, fax (541) 336-5160 or e-mail info@porto.toledo.org.

Interested suppliers who download ITB documents from the Port of Toledo's website will not automatically be added to the bidders list. All interested parties on the bidders list will be contacted in the case of any contract addendums being issued. Interested parties are responsible for making sure their contact information is correct and accurate.

C.1.5 ITB DOCUMENTS: The ITB document, Plans, Specifications, and any other solicitation documents may be examined at the Port of Toledo, 496 NE Hwy 20, Unit 1, Toledo, OR 97391.

C.1.6 TRADE SECRETS: Any information Offeror submits in response to the ITB that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Offerors are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Offerors that is already in the public domain is not protected. The Port of Toledo shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The Port of Toledo shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

C.1.7 SOLICITATION LAW, RULES AND GENERAL CONDITIONS:

This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services. The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

C.1.7.1 OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: <http://www.leg.state.or.us/ors/home.html>

C.1.7.2 OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES ADMINISTRATIVE RULES - (OAR Chapter 125, Divisions 246 and 249) - Can be obtained from the Department of Administrative Services, 1225 Ferry Street SE U140, Salem, OR 97301-4285. Phone (503) 378-4642 or on line at: <http://arcweb.sos.state.or.us/banners/rules.htm>

C.1.7.3 In addition to the foregoing, this solicitation and the Contract are governed by the STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS, "General Conditions" dated January 1, 2012, which are incorporated herein by reference. See Attachment A.

C.1.8 BRAND NAME USAGE:

C.1.8.1 BRAND NAME: Any brand name listed in the specifications without an "or equal" "or approved equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the brand named is not mandated pursuant to a brand name exemption.

C.1.8.2 BRAND NAME "OR EQUAL": Any brand name listed in the specifications with an "or equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

The Owner's Authorized Representative shall determine, in its sole discretion, whether a product offered is "or equal".

C.1.8.3 BRAND NAME "OR APPROVED EQUAL": Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the product has been pre-approved in writing **during the bidding process** detailed in Section C.2, and the brand named is not mandated pursuant to a brand name exemption.

The Port of Toledo shall determine, in its sole discretion, whether a product offered is "or approved equal".

C.2 SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME / PRODUCT SUBSTITUTION

C.2.1 PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for approval of an "or approved equal" or an "or approved equivalent"; (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications or Plans; and (d) formal submittal of protests of

contractual terms or Specifications or Plans. Any Bid response that includes non-approved alternate product brands where approval is required, or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.2.2 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: Requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests shall be made in Writing and marked as follows:

Bid Request for:

Brand Approval/Request for Substitution/Request for Clarification/Request Change/Protest

ITB Number

Closing Date & Time

and must be received by the appropriate point of contact as identified in Section C.1.1 by **2:00 P.M.** (Pacific time) on August 2. Unless this specific deadline is extended by subsequent Addenda, no requests for brand approval, requests for clarification, requests for change or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

C.2.3 REQUEST FOR APPROVAL OF AN "OR APPROVED EQUAL" OR AN "OR APPROVED EQUIVALENT": Pursuant to Section C.1.8.3, Offerors shall provide that product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation.

Requests shall be made in writing and be submitted to the name of the Point of Contact under C.1.1.2 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.2.2.

- Requests shall provide all the information necessary for the Port of Toledo to determine product acceptability.
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent
- Any product subsequently approved for substitution shall be listed on an Addendum issued by Port of Toledo and posted on the Port of Toledo's website at: <http://portoftoledo.org/public-notices/>.

C.2.4 REQUEST FOR CLARIFICATION: Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents or has doubt as to the meaning, shall make a request for clarification in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for clarification must be received by Port of Toledo by the deadline specified in Section C.2.2.

C.2.5 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Offeror may submit a request for changes to contractual terms, Plans, or Specifications, in writing, to the contact point listed in Section C.1.1.1. To be considered, the request for changes must be received by the Port of Toledo by the deadline specified in Section C.2.2. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

C.2.6 PROTEST OF CONTRACTUAL TERMS, PLANS, OR SPECIFICATIONS: Any Offeror who believes contractual terms, Plans, or Specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the contact point listed in Section C.1.1.1. To be considered, the protest must be received by the Port of Toledo by the deadline specified in Section C.2.2. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Offeror if the protest is not granted, and any proposed changes.

C.2.7 RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, or included in an Addendum as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that Port of Toledo determines should be handled by formally amending the ITB, Port of Toledo will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."

C.2.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE AND PROTESTS: Port of Toledo shall promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, Port of Toledo will issue ITB

revisions via Addenda posted on its website at: <http://portoftoledo.org/public-notices/> and will notify all potential bidders on the bidders list. The Port of Toledo may also informally respond to Offeror questions.

HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PLANS, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY THE PORT OF TOLEDO.

C.3 PROTEST OF ADDENDA

Requests for clarification, requests for change, and protests of Addenda must be received by the time and date specified in the Addendum or they will not be considered. The Port of Toledo will not consider requests or protests of matters not added or modified by the Addendum.

C.4 OFFER FORMAT

C.4.1 SIGNATURE REQUIRED: All Offer documents requiring signature must be signed by an authorized representative of the Offeror.

C.4.2 IN WRITING: Offers and pricing information shall be prepared by typewriter, ink or by computer, and signed by an authorized representative of the Offeror. E-mail Bids will be accepted at bids@portoftoledo.org.

C.4.3 FORMS TO BE USED: Required information shall be submitted on the forms specified in the ITB. Any information Offeror submits that is not required to be included on forms prescribed by the Port of Toledo shall be formatted in the manner called for in the ITB and submitted on Offeror's letterhead.

C.4.4 INFORMATION TO BE SUBMITTED WITH THE OFFER: The items listed below in this section shall be submitted or the Offer shall be found to be non-responsive.

The following shall be submitted prior to Closing:

- Pricing Submittal Form, Exhibit 1;
- Bid Security Requirements as per Section D;
- Construction Contractors Board (CCB) Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture - Partnership Declaration, Section G;
- Addenda Acknowledgement; Section H;
- Responsibility Inquiry & Contractor References; ESB Utilization, Section I;
- Residency Information, Section K;
- Signature of Bidder's Duly Authorized Representative, Section O;
- Addenda (If required)

The following shall be submitted either with the Bid submission or within two (2) working hours after the Closing:

- First Tier Subcontractor Disclosure Form, Section F

C.4.5 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Offer submission must EACH be INDIVIDUALLY initialed by the person signing the Offer. Offers, once submitted, may be modified in writing before Closing. Modifications made after Offer submission shall be prepared on Offeror's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Offer. Failure to comply with the provisions of this paragraph of Section C.4.5 will result in Bid rejection.

C.4.5.1 Nothing in Section C.4.5 shall be construed as allowing the Offeror to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, or the Specifications or Plans attached to the Bid documents.

C.4.5.2 Modifications must be submitted in a sealed envelope or by email to bids@portoftoledo.org and marked as follows:

Bid Modification
ITB Number

C.4.5.3 Offerors may not modify Offers after Closing.

C.5 OFFER SUBMISSION

C.5.1 SIGNATURE REQUIRED: OFFER SUBMITTED BY OFFEROR MUST BEAR AN ORIGINAL OR SCANNED SIGNATURE. FAILURE TO SUBMIT AN OFFER BEARING AN ORIGINAL OR SCANNED SIGNATURE WILL RESULT IN REJECTION OF THE BID.

C.5.2 HARD COPIES SHOULD BE SUBMITTED IN SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: Hard copy offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

ITB Number
Closing Date & Time

PORT OF TOLEDO
PO BOX 428
496 NE HWY 20, UNIT 1
TOLEDO, OR 97391

The Port of Toledo shall not be responsible for the proper handling of any Offer not properly identified, marked and submitted in a timely manner.

C.5.3 ELECTRONIC SUBMISSION: Email with Offers attached in .pdf format to bids@portoftoledo.org. The Subject line should specify:

ITB Number
Closing Date & Time

C.6 OFFER WITHDRAWALS PRIOR TO CLOSING

C.6.1 IN WRITING: Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by the Port of Toledo prior to Closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number.

C.6.2 IN PERSON: Offers may also be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required.

C.7 CLOSING & OPENING / FIRST TIER SUBMITTAL

C.7.1 CLOSING: Offers must be received and date/time stamped at the Port of Toledo, 496 NE Hwy 20, Unit 1, Toledo, Oregon 97391, prior to the Closing date/time. Offers will not be accepted after the Closing date/time as stated on page one (1) of this ITB or as may be extended by any subsequently issued Addenda. Facsimile Offers will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the Offer as non-responsive.

Offers will be publicly opened and read at the Opening at the Closing date/time specified on page one (1) of the ITB, at the Port of Toledo, 496 NE Hwy 20, Unit 1, Toledo, Oregon. Only the name of the Offeror(s) and the total cost will be read at the opening. It is optional for Offerors to attend Opening. Award decisions will not be made at Opening. Bids received after the date/time for Closing will not be considered for award.

C.7.2 FIRST TIER SUBCONTRACTOR DISCLOSURE FORM: First tier subcontractor disclosure forms must be returned and date/time stamped within two working hours after the Closing to the Port of Toledo, at 496 NE Hwy 20, Unit 1, Toledo Oregon. Failure to comply with this requirement shall result in rejection of the Offer as non-responsive.

C.8 PRELIMINARY BID RESULTS

Prior to the Intent to Award Announcement, the Port of Toledo may post preliminary bid results on their website at: <http://portoftoledo.org/public-notice/>. Such postings may not be correct and are not final.

C.9 TIME FOR OFFER ACCEPTANCE

An Offeror's Offer is a firm Offer, irrevocable, valid and binding on the Offeror for not less than sixty (60) calendar days from the Closing date.

C.10 EXTENSION OF TIME FOR OFFER ACCEPTANCE

The Port of Toledo may request, orally or in writing, that Offerors extend, in writing, the time during which the Port of Toledo may consider their Offers. If an Offeror agrees to such extension, the Offer shall continue as a firm Offer, irrevocable, valid and binding on the Offeror for the agreed-upon extension period.

C.11 METHOD OF AWARD

The responsiveness of Bids and responsibility of Offerors and of their proposed subcontractors will be considered in making the award.

C.11.1 METHOD OF BID AWARD: Award will be made to the responsible Bidder submitting the lowest total for a responsive BASE BID and ALTERNATES selected for award. The Port of Toledo reserves the right to award any or all ALTERNATES listed, and to reject all Bids.

C.12 SUBSTANTIAL COMPLIANCE REQUIRED

Offers not in substantial compliance with ITB requirements cannot be considered, and cannot be supplemented by submissions delivered after Closing. However, the Port of Toledo may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

C.13 OFFER EVALUATION CRITERIA

Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible Offeror and not otherwise disqualified. (Refer to OAR 125-249-0390) Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Offeror's Offer or any Contract awarded pursuant thereto.

C.13.1 RESPONSIVENESS: For its Bid to be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the Port of Toledo may waive minor informalities and irregularities.

C.13.2 RESPONSIBILITY: Prior to award of a Contract, the Port of Toledo will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in ORS 279C.375(3) and OAR 125-249-0390. In doing so, the Port of Toledo may investigate Offeror and request information in addition to that already required in the ITB, when the Port of Toledo, in its sole discretion, considers it necessary or advisable.

C.13.3 OREGON PREFERENCE: Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness and quality are equal; and, solely for the purpose of evaluating Bids, the Port of Toledo will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides. For example, if the Offeror is from a state that grants a ten (10) percent preference to local Offerors, the Port of Toledo will add ten (10) percent to that Offeror's Offer price (OAR 125-246-0300, 125-246-0310, and 125-249-0390).

C.14 PROCESSING OF BIDS

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by the Port of Toledo that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.15 WITHDRAWAL BY PORT OF TOLEDO OF BID ITEMS PRIOR TO AWARD

The Port of Toledo reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

C.16 REJECTION OF OFFERS

C.16.1 REJECTION OF ALL OFFERS: The Port of Toledo may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.16.2 REJECTION OF PARTICULAR OFFERS: The Port of Toledo may reject a particular Offer for any of the reasons listed under OAR 125-249-0440.

C.17 INTENT-TO-AWARD ANNOUNCEMENT

The Port of Toledo reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on its website at: <http://portoftoledo.org/public-notices/> or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that the Port of Toledo intends to make an award.

C.18 PROTEST OF INTENT TO AWARD

Adversely-affected or aggrieved Offerors shall have ten calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

C.18.1 In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the Contract as the responsible Offeror submitting the lowest responsive Offeror and that any and all lower Offerors are ineligible to receive Contract award.

C.18.2 An actual Offeror who is adversely affected or aggrieved by the award of the Contract to another Offeror may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

C.19 RESPONSE TO INTENT-TO-AWARD PROTESTS

The Port of Toledo will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. The Port of Toledo may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by the Port of Toledo is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C.20 AWARD

After expiration of the ten calendar-day intent-to-award protest period, and resolution of all protests, the Port of Toledo will proceed with final award. (If the Port of Toledo receives only one Bid, the Port of Toledo may dispense with the intent-to-award protest period and proceed with award of a Contract.)

C.21 COMMENCEMENT OF WORK

Contractor shall not commence Work under the Contract until the Notice to Proceed has been issued.

C.22 REVIEW OF AWARDED BID FILES

Awarded Bid files are public records and available for review at the Port of Toledo by appointment during regular business hours (Monday through Friday).

C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR

C.23.1 INSURANCE: The apparent successful Offeror shall provide all required proofs of insurance to the Port of Toledo within seven calendar days of notification of intent to award. Failure to present the required documents within the seven calendar-day period may result in Offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section G.3 of the General Conditions and the Supplemental General Conditions in Exhibit 7 prior to Offer submission.

Offerors must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to Port of Toledo that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain nonadmitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by the Port of Toledo. The Port of Toledo's approval will be based on its assessment of the nonadmitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

C.23.2 PERFORMANCE BOND and PAYMENT BOND: The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of the Port of Toledo, to ensure faithful performance of the Contract and payment for services and goods.

The apparent successful Offeror shall provide all required bonding to the Port of Toledo within seven calendar days of notification of award. Failure to present the required documents within seven calendar days may be grounds for award disqualification.

C.23.3 JOINT VENTURE/PARTNERSHIP INFORMATION: The apparent successful Offeror, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

SECTION D - BID SECURITY REQUIREMENTS

D.1 Each Offer shall be accompanied by a certified or cashier's check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or Bid Bond payable to the Port of Toledo in an amount equal to ten percent (10%) of the total amount of the Offer.

D.2 Bid security shall be furnished to the Port of Toledo as security against the failure of the Bidder to comply with all requirements within the time frames established subsequent to notification of intent to award.

D.3 If the Bidder fails to (1) execute the Contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within the time specified in the written notification of intent to award a Contract, then the Port of Toledo may cash the check, draw under the letter of credit, or otherwise collect under the Bid security.

SECTION E - PREVAILING WAGE RATES (BOLI REQUIREMENTS)

E.1 The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in Sections C.1, C.2 and G.2.3 of the General Conditions.

Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

E.2 This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

Prevailing Wage Rates for Public Works Contracts in Oregon issued July 1, 2017.

Prevailing Wage Rates Apprenticeship Rates issued July 1, 2017.

These BOLI wage rates are available on line at: <http://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications-2017.aspx>

E.3 The Work will take place in **Lincoln** County, Region 4.

SECTION F - FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

(1) Pursuant to ORS 279C.370 and OAR 125-249-0360, Offerors are required to disclose information about certain first-tier subcontractors when the Port of Toledo estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

THE PORT OF TOLEDO MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

(2) An Offeror shall submit the disclosure form required by OAR 125-249-0360 either in its Offer submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

(3) The Port of Toledo shall obtain, and make available for public inspection, the disclosure forms required by OAR 125-249-0360. The Port of Toledo shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Port of Toledo is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: _____

BID #: _____ CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date or within two working hours after the advertised 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 subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: _____

SECTION G - CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE

G.1 CCB REQUIREMENTS

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: _____

EXPIRATION DATE OF CCB NO.: _____

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 **WILL NOT** be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Offeror shall disclose whether the Offer is submitted by either a partnership or joint venture.

NO: _____ **YES:** _____

If yes, the Offeror shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION H - ADDENDA ACKNOWLEDGEMENT

(1) The Port of Toledo reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the Closing time and date. Addenda will be available on the Port of Toledo's website at: <http://portoftoledo.org/public-notices/> and will be sent to all bidders on the bidders list. The Port of Toledo is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the Port of Toledo and upon issuance are incorporated into the Invitation to Bid or the resulting Contract.

(2) By Offeror's signature in Section O it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

ADDENDA: No. ____ to No. ____ inclusive.

SECTION I - RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES & ESB UTILIZATION

The Port of Toledo reserves the right, pursuant to ORS 279C.375(3) and OAR 125-249-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Offeror's responsibility to perform the Contract. Submission of a signed Offer shall constitute approval for the Port of Toledo to obtain any information it deems necessary to conduct the evaluation. The Port of Toledo shall notify the apparent successful Offeror, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Offer rejection. The Port of Toledo may postpone the award of the Contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate responsibility, as required under ORS 279C.375(3) and OAR 125-249-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under ORS 279C.375(3) and OAR 125-249-0440.

1. OFFEROR INFORMATION

Business Name: _____

Owner(s) Name: _____

Business Address:

Telephone Number: _____ Fax No.: _____

Email Address: _____

Name of Public Works Bonding Company: _____

Address of Public Works Bonding Company: _____
(street)

(city, state, zip)

Agent Name/Phone: _____

Public Works Bond Number: _____

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with the Offer that can be contacted regarding the quality of workmanship and service that the Offeror provided on projects of comparable size and scope. Offeror shall submit this information using the form provided in this section or may use the Offeror's form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

Project Reference #2

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

Project Reference #3

Name of Project: _____

Project Location: _____

Project Date: _____

Firm Name for Contact Person #1: _____

Name of Contact Person #1: _____

Telephone Number for Contact Person #1: _____

Fax number for Contact Person #1: _____

Firm Name for Contact Person #2: _____

Name of Contact Person #2: _____

Telephone Number for Contact Person #2: _____

Fax number for Contact Person #2: _____

The references will be checked to determine if they are supportive of the Offeror's ability to meet the requirements of this ITB.

Offeror must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

The Port of Toledo reserves the right to choose and investigate any reference whether or not furnished by the Offeror, and to investigate past performance of any Offeror with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

The Port of Toledo may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. The Port of Toledo may reject a bid if, the opinion of the Port, overall reference responses indicate inadequate performance.

The Port will make three attempts to contact the references from the list provided by the Contractor.

Each reference contacted will be asked the same questions, including but not limited to the above factors, including: (1) quality of service; (2) delivery; (3) responsiveness to reported problems, including orders and billing; (4) how well Contractor met the terms of the contract; and (5) whether the reference would choose to hire the Contractor again.

3. SUBCONTRACTORS CERTIFIED UNDER ORS 200.055

Offeror will provide the company name(s) of any subcontractor that is certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, an emerging small business, or a business that a service-disabled veteran owns, that Offeror intends to utilize in the performance of this Contract.

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

SECTION J - RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. ORS 279A.010(ii) provides as follows: "Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

ORS 279A.010(u) provides as follows: "Post-consumer waste' means a finished material which would normally be disposed of as solid waste, having completed its life cycle as a consumer item. 'Post-consumer waste' does not include manufacturing waste."

ORS 279A.010(jj) provides as follows: "Secondary waste materials' means fragments of products of finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value, and includes post-consumer waste, but does not include excess virgin resources of the manufacturing process. For paper, 'secondary waste materials' does not include fibrous waste generated during the manufacturing process such as fibers recovered from waste water or trimmings of paper machine rolls, mill broke, wood slabs, chips, sawdust, or other wood residue from a manufacturing process."

ORS 279A.010(hh) provides as follows: "Recycled PETE" means post-consumer polyethylene terephthalate material."

By my signature in Section O, I, the undersigned duly authorized representative of the Offeror, hereby affirm that Offeror will comply with the above recycled products provisions.

SECTION K - RESIDENCY INFORMATION

OAR 125-249-0390 states: In determining the lowest responsive Bid, the contracting agency must add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder".(OAR 125-246-0110)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (OAR 125-246-0110)

a. Check one: Bidder is a () Resident Bidder
() Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: _____

c. If a Non-resident Bidder, enter state of residency: _____

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The Port of Toledo shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION L - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section O of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to OAR 125-249-0200, the Offeror certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION N - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section O, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION O - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

- (1) He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- (3) The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- (4) The Port of Toledo shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- (5) The Port of Toledo shall not be liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
- (6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- (7) The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- (8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- (9) Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- (10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- (11) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Authorized Signature: _____ Title: _____

Contact Person (Type or Print): _____

Telephone Number: (____) _____ Fax Number: (____) _____

EXHIBIT 1

2017-1

PRICING SUBMITTAL FORM

PRICING SUBMITTAL INSTRUCTIONS:

Offerors shall enter pricing and other required information for all Bid Items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by Addendum, Offerors shall use the Addendum form to provide pricing and other required information. If the Pricing Submittal Form is only modified by Addendum, Offerors shall follow the instructions in the Addendum for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in Bid rejection as non-responsive.

BASE BID and ALTERNATES: To include all work described in the ITB, Plans, Specifications and any issued Addenda for line Items 1-5 on page 011000-4 of the specifications.

Line Item:

- | | |
|---|----------|
| 1. Building Supply and Fabrication (includes engineering) | \$ _____ |
| 2. Roll-up Doors | \$ _____ |
| 3. Paint System increase above red oxide primer | \$ _____ |
| 4. Roof Handrails | \$ _____ |
| 5. Crane Runway Girders | \$ _____ |

TOTAL BASE BID - LUMP SUM: \$ _____

ALTERNATE

Line Item:

- | | |
|--|--------------------|
| 6. Construction/Erection of all parts of the building. | LUMP SUM: \$ _____ |
|--|--------------------|

TOTAL BASE BID AND ALL ALTERNATES: \$ _____

BIDDER NAME: _____

EXHIBIT 2

Sample Public Improvement Agreement Form

COPIES OF THIS PUBLIC IMPROVEMENT AGREEMENT FORM WILL BE SENT TO THE INTENDED AWARDEE (CONTRACTOR) BY THE PORT OF TOLEDO AT THE TIME OF THE PORT'S INTENT TO AWARD NOTICE. THE BLANKS IN THIS SAMPLE WILL BE FILLED IN BY THE PORT OF TOLEDO. THE INTENDED AWARDEE WILL THEN COMPLETE AND SIGN THE AGREEMENT. AFTER ALL REQUIREMENTS ARE MET, THE PORT OF TOLEDO WILL THEN SIGN THE PUBLIC IMPROVEMENT AGREEMENT FORM AND SEND AN ORIGINAL, SIGNED FULLY EXECUTED PUBLIC IMPROVEMENT AGREEMENT FORM TO THE CONTRACTOR ALONG WITH THE NOTICE TO PROCEED.

PORT OF TOLEDO PUBLIC IMPROVEMENT AGREEMENT for Environmental Building

2017-1

This Agreement for the **Environmental Building** (the "Agreement"), made by and between the Port of Toledo, hereinafter called OWNER, and **(Insert Contractor's Name)** hereinafter called the CONTRACTOR (collectively the "Parties"), is effective on the date this Agreement has been signed by all the Parties. Unless otherwise defined in the Invitation to Bid or in this Agreement, the capitalized terms used herein are defined in Section A.1 of the State of Oregon General Conditions for Public Improvement Contracts.

WITNESSETH:

1. Contract Price, Contract Documents and Work.

The CONTRACTOR, in consideration of the sum of **(Insert Price)** (the "Contract Price"), to be paid to the CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Invitation to Bid, this Public Improvement Agreement and other Contract Documents, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents.

The Contract Price includes the following items: (Insert Items)

2. Representatives.

Unless otherwise specified in the Contract Documents, the OWNER designates **Port Manager, Bud Shoemake**, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of the OWNER. CONTRACTOR has named **(Insert Name)** its Authorized Representative to act on its behalf.

3. Contract Dates.

PROJECT START DATE: **30** calendar days from issuance of Notice to Proceed.

Foundation Specifications to be Delivered **60** calendar days from issuance of Notice to Proceed.

Building to be Delivered to Site by April 1, 2018, Building Erection to be completed by August 1, 2018

4. Liquidated Damages.

Failure to complete the project known as Environmental Building by the specified time will result in damage to the Port of Toledo. Since actual damage will be difficult to determine, it is agreed that the Contractor shall pay to the Port of Toledo, not as a penalty but as liquidated damages, \$500 per calendar day for each day elapsed in excess of the Substantial Completion date stated in Section 3 of this Agreement.

5. Integration

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO OTHER UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS

AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

In witness whereof, the Port of Toledo executes this Agreement and the CONTRACTOR does execute the same as of the day and year of this Agreement first above written.

CONTRACTOR DATA:

CONTRACTOR NAME _____
CONTRACTOR ADDRESS _____
CONTRACTOR ADDRESS _____
CONTRACTOR'S CCB # _____ Expiration Date: _____

CONTRACTOR'S SIGNATURE: _____
Date

Port of Toledo

Date

EXHIBIT 3

Supplemental General Conditions

Contract No. 2017-1

Project Name Environmental Building

For the above Contract, the following supplements modify the “State of Oregon General Conditions for Public Improvement Contracts” set forth in Exhibit 6. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions shall remain in effect.

xSGC-1 Add the following after A.3.4 under INTERPRETATION OF CONTRACT DOCUMENTS:

A.3.5 The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

xSGC-2 Make the following revisions to Section B.5 COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS:

- **Add the following to the end of Section B.5.1:**

All rights and remedies available to Owner under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract.

- **Section B.5.2(a) is deleted and replaced with the following:**

(a) Pursuant to ORS 279A.110, Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts.

- **The following Section B.5.2(c) is added:**

(c) Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, Contractor shall maintain the certification, and require in its subcontracts that subcontractors maintain the certification required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015. Owner may require Contractor to terminate a subcontract with a subcontractor that fails to maintain its certification under ORS 200.055 throughout the term of the subcontract and any extensions.

xSGC-3 Add the following at the end of Section C.5 HOURS OF LABOR:

Compliance with ORS 279C.520 includes not prohibiting employees from discussing wages, salaries, benefits and other compensation, and compliance with the wage related prohibitions in ORS 652.220, violation of which is a breach entitling Owner to terminate the Contract for cause.