

State of Oregon
Invitation to Bid
ELK RIVER HATCHERY
VALVE REPLACEMENT

ENGINEERING FILE NO. 09-001

Closing Date and Time:
January 21, 2010 at 1:00 PM



DEPARTMENT OF FISH AND WILDLIFE

COMMISSIONERS

MARLA RAE, CHAIR DAN EDGE, VICE CHAIR JON ENGLUND
SKIP KLARQUIST CARTER KERNS ZANE SMITH BOBBY LEVY
ROY ELICKER, DIRECTOR



DAVID H. SANDSTROM, P.E., CHIEF ENGINEER

ITB PURPOSE:

The purpose of the ITB is to establish a Contract for **Elk River Hatchery Valve Replacement** for the benefit of **ODFW**. The Work will take place in **Curry County**, Oregon. The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction Work in connection with the project described in the Contract Documents.

PREBID CONFERENCE:

Mandatory site visit on January 12, 2010 at 10:30 AM. Elk River Hatchery site address is 95163 Elk River Road, Port Orford, OR 97465.

Any statements made at this conference will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued from the Oregon Department of Fish and Wildlife and advertised on the ORPIN System.

BIDDERS OR THEIR REPRESENTATIVE ARE REQUIRED TO ATTEND THIS PRE-BID CONFERENCE.

PROJECT ESTIMATE:

The following is a project estimate: **\$35,000.**

PROJECT COMPLETION DATES:

PROJECT START DATE: Within 7 days from "Notice to Proceed"

SUBSTANTIAL COMPLETION: March 19, 2010.

FINAL COMPLETION: March 26, 2010.

LIQUIDATED DAMAGES:

No liquidated damages will apply to the contract resulting from this ITB.

ATTACHMENT A

Bidding Requirements and Instructions

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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 137-049-0250(2). The plural form of "Addendum" is "Addenda."

B.1.2 "Agency" means the Oregon Department of Fish and Wildlife (ODFW).

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 "ODFW" means the Oregon Department of Fish and Wildlife, acting through the Fish Division, Facilities and Engineering Office.

B.1.8 "Opening" means the date/time set to read the Bid submittals.

B.1.9 "Oregon Procurement Information Network" or "ORPIN" means the on-line electronic Oregon Automated Procurement System administered by the State Procurement Office. The ORPIN System website is located at:
<http://orpin.oregon.gov/open.dll/welcome>

B.1.10 "Plan Center" means organizations and business locations where Bidders may view, download or purchase copies of all documents relating to the ITB.

B.1.11 "State" means the State of Oregon.

SECTION C - GENERAL BIDDING INFORMATION/INSTRUCTIONS TO OFFERORS

C.0 IMPORTANT DATES

ITEM	DATE	TIME *
MANDATORY PRE-BID SITE CONFERENCE, SEE C.1.0	January 12, 2010	10:30 AM
SUBSTITUTION REQUEST FOR CHANGE, SEE C.2.2	January 13, 2010	3:00 PM
BID CLOSING (OPENING FOLLOWING IMMEDIATELY)	January 21, 2010	1:00 PM

* Pacific Time

C.1 GENERAL INFORMATION

C.1.0 MANDATORY PRE-BID CONFERENCE:

C.1.0.1 A mandatory pre-bid conference will be held at the date and time shown in Section C.0, located at the Elk River Hatchery, 95163 Elk River Road, Port Orford, OR 97465.

C.1.0.2 Any statements made at this conference will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued and advertised on the ORPIN System.

BIDDERS OR THEIR REPRESENTATIVE ARE REQUIRED TO ATTEND THIS PRE-BID CONFERENCE.

C.1.1 POINT(S) OF CONTACT:

C.1.1.1: The single contact point for questions regarding the ITB, forms, bidding process, change, clarification, the award process, protests and any other issues that may arise, is **Karen Tofte** at (503) 947-6260, fax (503) 947-6202 and e-mail Karen.L.Tofte@state.or.us.

C.1.1.2 The contact point for requests for questions regarding the Specifications, Plans and brand approval, or substitution requests is **David H. Sandstrom, P.E.** at (503) 947-6216, fax (503) 947-6202 and e-mail David.H.Sandstrom@state.or.us

C.1.2. RESERVED

C.1.3 INVITATION TO BID DOCUMENT AVAILABILITY:

C.1.3.1 ITBs, ADDENDA AND ATTACHMENTS: ITBs, including all Addenda and most attachments, are posted on the Oregon Procurement Information Network (ORPIN) as part of the solicitation document. Offerors without access to the ORPIN System may download copies at a Plan Center. Hard copy documents are also available upon request through ODFW.

C.1.3.2 ATTACHMENTS: Some exhibits and attachments cannot be viewed or downloaded through the ORPIN System. In these cases, the solicitation will include instructions on how to obtain these documents.

C.1.3.3 HARD COPY DOCUMENT FEES & DELIVERY: Contact the Fish Division, Engineering Section receptionist at 503-947-6260 to obtain hard copies of the procurement documents. All documents will be sent by general delivery ground transportation, upon receipt of payment (check, Visa or Master Card). Expedited deliveries would be at Offeror's own expense. Costs for these documents are as follows, ITB documents, Plans & Specifications, including 11"x17" reduced drawings are free of charge. Documents including full sized drawings are \$10.00 per set. All charges are nonrefundable and must be paid in advance, exact amount (check, VISA or MASTER CARD accepted).

C.1.3.4 ADDENDA: Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Offerors should consult the ORPIN System regularly until Closing to avoid missing any Addenda. Parties who obtain hard copies of documents from ODFW will be faxed, mailed or emailed (if available) any Addenda information.

C.1.4 SUPPLIERS LIST:

To be listed on the suppliers list, interested parties must be registered on the ORPIN System. Suppliers can register in the ORPIN System at: www.orpin.oregon.gov

Interested parties who download ITB documents from the ORPIN system will automatically be added to the suppliers list. Interested parties who obtain the ITB documents from other means may add themselves to the suppliers list in the ORPIN System. Interested parties who have entered their company on ORPIN System are responsible for making sure information is correct and accurate. The State of Oregon assumes no responsibility for the content of the interested parties' information shown on the ORPIN System.

Interested parties who obtain hard copies of the documents directly from ODFW will be put on an ODFW Plan Holders list.

C.1.5 PLAN CENTERS:

The ITB document, Plans, Specifications, and any other solicitation documents may be examined at the Oregon Department of Fish and Wildlife, Engineering Section, 3406 Cherry Ave. NE, Salem, Oregon 97303 or at a Plan Center that downloads ORPIN information.

NOTE: OFFERORS WHO OBTAIN ITB DOCUMENTS, PLANS AND SPECIFICATIONS FROM PLAN CENTERS WILL NOT APPEAR ON THE SUPPLIERS LIST. See Section C.1.4.

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 State shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The State 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 46 and 49 of the Administrative Rules of the Oregon Department of Justice. 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 JUSTICE MODEL CONTRACT RULES - (OAR Chapter 137, Divisions 46 and 49) - Can be obtained from the Department of Justice, 100 Justice Building, 1162 Court St. NE, Salem, OR 97301-4096. Phone (503) 378-2922

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 dated January 1, 2008 ("General Conditions"), which are incorporated herein by reference. See Exhibit 6.

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 listed 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.

ODFW 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: Envelopes containing requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests shall be 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 **3:00 P.M. (Pacific Time) on the date listed in Section C.0**. Unless this specific deadline is extended by subsequent Addendum, no requests for brand approval, requests for substitution, 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 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.0.

- Requests shall provide all the information necessary for ODFW 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 ODFW and posted on ORPIN System.

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 ODFW 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 ODFW 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 term(s) Plans, or Specification(s) 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 ODFW 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 ODFW determines should be handled by formally amending the ITB, ODFW will do so only by announcing such a change in a 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: ODFW shall promptly respond to each properly-submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, ODFW will issue ITB revisions via Addendum posted on the ORPIN System and distributed to persons on the Plan Holders List. ODFW 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 ADDENDUM ISSUED BY ODFW.

C.3 PROTEST OF SOLICITATION 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. ODFW will not consider requests or protests of matters not added or modified by the Addendum.

C.4 OFFER FORMAT

C.4.1 SIGNATURE IN INK REQUIRED: All Offer documents requiring signature must be signed in ink 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, but must be signed in ink by an authorized representative of the Offeror. No oral, telegraphic, telephone, facsimile or e-mail Bids will be accepted.

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 ODFW 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 completed and submitted by Bidder or the Offer shall be found to be non-responsive by Agency.

The following shall be completed and submitted by Bidder prior to Closing (Note: Do NOT submit entire ITB document):

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

C.4.5 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Offer submission must EACH be INDIVIDUALLY initialed in ink 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, shall be signed by an authorized representative, and shall state that the modifications amend and supersede the prior Offer. Failure to comply with the provisions of this paragraph of Section C.4.5 shall result in Bid rejection.

C.4.5.1 Nothing in the paragraph 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, the Specifications, and/or Plans attached to the Bid documents.

C.4.5.2 Modifications must be submitted in a sealed envelope marked as follows:

Bid Modification
ITB Number
Closing Date
Closing Time

C.4.5.3 Offerors may not modify Offers after Closing.

C.5 OFFER SUBMISSION

C.5.1 NUMBER OF COPIES; SIGNATURE REQUIRED: Offerors shall submit a total of **one** copy of the Offer. The Offer submitted by Offeror must bear an original signature. Failure to submit an Offer bearing an original signature will result in rejection of the Bid.

C.5.2 SEALED ENVELOPE; ADDRESS AND COVER INFORMATION: 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

OREGON DEPARTMENT OF FISH AND WILDLIFE
ATTN: CHIEF ENGINEER
3406 CHERRY AVE., NE
SALEM, OR 97303

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

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 ODFW 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

C.7.1 CLOSING: Offers must be received and date/time stamped by the State of Oregon, Department of Fish and Wildlife, Chief Engineer, 3406 Cherry Ave., NE, Salem, Oregon 97303 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 shall 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 Department of Fish and Wildlife, Engineering Section, at 3406 Cherry Ave., NE, Salem, Oregon. Only the name of the Offeror(s) and the item(s) to be considered for award purposes 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.8 PRELIMINARY BID RESULTS

Prior to the Intent to Award Announcement, ODFW may post preliminary bid results on the ORPIN System. 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 thirty (30) calendar days from the Closing date.

C.10 EXTENSION OF TIME FOR OFFER ACCEPTANCE

ODFW may request, orally or in writing, that Offerors extend, in writing, the time during which ODFW may consider their Offer(s). 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 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 responsive and responsible Bidder submitting the lowest total for BASE BID and all ALTERNATES selected. The State reserves the right to award the BASE BID only, to award the BASE BID and any ALTERNATES selected in Exhibit 1 in Agency's discretion, or 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, ODFW 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 137-049-0390) 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: 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, ODFW may waive minor informalities and irregularities.

C.13.2 RESPONSIBILITY: Prior to award of a Contract, ODFW will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in OAR 137-049-0390. In doing so, ODFW may investigate Offeror and request information in addition to that already required in the ITB, when ODFW, 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, ODFW 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, ODFW will add ten (10) percent to that Offeror's Offer price.(OAR 137-046-0310 and 137-049-0390).

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 ODFW that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.15 WITHDRAWAL BY ODFW OF BID ITEMS PRIOR TO AWARD

ODFW reserves the right to delete Bid items. The deletion of one or more Bid items does not affect the method of award.

C.16 REJECTION OF OFFERS

ODFW reserves the right, to be exercised in its sole and absolute discretion, to reject any Bid that ODFW determines to offer an unreasonably high price. ODFW also reserves the right to cancel this procurement and to reject any or all Bids in the manner authorized by ORS 279C.325.

C.17 INTENT-TO-AWARD ANNOUNCEMENT

ODFW reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on the ORPIN System, or by letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that ODFW intends to make an award.

C.18 PROTEST OF INTENT TO AWARD

Adversely-affected or aggrieved Offerors shall have 7 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 lowest responsible and 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

ODFW will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. ODFW may also respond to intent-to-award protests submitted by other Offerors for purposes of clarification. However, any response provided by ODFW 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 7 calendar-day intent-to-award protest period, and resolution of all protests, ODFW will proceed with final award. (If ODFW receives only one Bid, ODFW 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 this 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 ODFW office 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 ODFW within 7 calendar days of notification of intent to award. Failure to present the required documents within the 7 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, if applicable, 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 State 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 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 ODFW. ODFW'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: Performance Bond and Payment Bond are not required for this project.

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

Bid Bond not required for this project.

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.

E.2 This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference:

These BOLI wage rates for July 2009 are available at:

http://www.oregon.gov/BOLI/WHI/PWR/pwr_book.shtml, and as amended. This project uses only state funds.

E.3 The Work will take place in **Curry County**, Region 7.

SECTION F – FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

(1) Pursuant to ORS 279C.370 and OAR 137-049-0360, Offerors are required to disclose information about certain first-tier subcontractors when the ODFW 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.

ODFW MUST REJECT A OFFER IF THE OFFEROR FAILS TO SUBMIT THE COMPLETED DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

(2) An Offeror shall submit the disclosure form required by OAR 137-049-0360 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 ODFW shall obtain, and make available for public inspection, the disclosure forms required by OAR 137-049-0360. The ODFW shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The ODFW 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 and 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 Contract(s). 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) ODFW 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 advertised on the ORPIN System or distributed to persons on the Plan Holders List. The ODFW is not responsible for an Offeror's failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the ODFW and upon issuance are incorporated into the Invitation to Bid or the resulting Contract. If required by the Addendum, Bidders shall sign and return the Addendum prior to the Closing time/date.

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

(a) 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.

(b) IN ADDITION, to completing the blanks above to identify all Addenda, if any, issued under this ITB, Offeror shall sign and return any Addenda that states that it must be signed and returned.

SECTION I – RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES & ESB UTILIZATION

The State reserves the right, pursuant to OAR 137-049-0390 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 State to obtain any information the State deems necessary to conduct the evaluation. The State 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 State 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 OAR 137-049-0390, shall render the Offeror non-responsible and shall constitute grounds for Offer rejection, as required under OAR 137-049-0440.

1. OFFEROR'S INFORMATION

Business Name: _____

Owner(s) Name: _____

Business Address: _____

Telephone Number: _____ Fax No.: _____

Email Address: _____

2. OFFEROR REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Offeror shall provide a list of three different project references with its 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 have a minimum of 5 years experience with projects of comparable size and scope and (1) project below shall have been completed at least 5 years ago.** Offeror shall submit this information using the form provided in this section or may use its own form. Regardless of 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 State 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 State may postpone the award or execution of the Contract after the announcement of the apparent successful Offeror in order to complete its investigation. The State may reject a bid if, the opinion of the State, overall reference responses indicate inadequate performance.

The State 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.

Contractor's supervisor who is overseeing the work shall have experience on projects similar in both size and complexity and shall submit with the bid, references for three projects that were performed within the last three (3) years.

References provided for the Contractor's supervisor may be the same three (3) references that are provided for the Contractor.

The list of references will include the following information:

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

Offeror must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity.

3. SUBCONTRACTING TO EMERGING SMALL BUSINESS

Offeror will provide the company name(s) of any certified Emerging Small Business companies that they intend 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 137-049-0390 states "In determining the lowest Responsive Bid, the Contracting Agency shall, in accordance with OAR 137-046-0310, 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".(ORS 279A.120)

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above. (ORS 279A.120)

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 State 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 listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); 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 137-049-0200, the Offeror certifies by its signature in Section O of 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 of this Contract, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION O – SIGNATURE OF BIDDER’S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK 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 Addendums, 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 Addendums, 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 State shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the ITB;

(5) The State 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 agrees to be bound by and shall 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) and service(s) in accordance with the Bid 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, N and O are true and correct.

Authorized Signature: _____ Title: _____

FEIN ID# or SSN# (required): _____

Contact Person (Type or Print): _____

Telephone Number:

Fax Number:

(_____) _____

(_____) _____

EXHIBIT 1

PRICING SCHEDULE ELK RIVER HATCHERY VALVE REPLACEMENT

INVITATION TO BID NO. 09-001

The undersigned has carefully examined the Contract Documents and the site of the work, and agrees to furnish all necessary plant, labor, equipment, accessories, and materials, and perform all operations shown and specified in accordance with the Contract Documents for the price as follows:

<u>Item</u>	<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization.	LS	1		
2	Erosion Control.	LS	1		
3	Demolition including excavation and removal of pipe, fittings, and headwall.	LS	1		
4	Backfill demo trench w/native material.	LS	1		
5	Trench excavation, bedding, and installation of new valve and fittings.	LS	1		
6	Trench excavation, bedding, and installation of new 24" pipe.	LF	50		
7	Backfill with imported ¾"-0" base aggregate.	LS	1		
8	Construct new headwall including excavation.	LS	1		
9	Bank protection with existing riprap.	LS	1		
10	Bank protection with imported riprap.	CY	20		
11	Geotextile for riprap.	SY	25		
12	Site grading, seeding and mulching.	LS	1		

Total _____

The undersigned understands that the State reserves the right to increase or decrease the above quantities at the same unit prices as shown.

Total bid written in words: _____

_____ (\$ _____)

Bid submitted by: _____

(Type or print legibly, name and company)

EXHIBIT 2

State of Oregon

Bid Security Form

NOT REQUIRED

EXHIBIT 3

State of Oregon

Performance Bond Form

NOT REQUIRED

EXHIBIT 4

State of Oregon

Payment Bond Form

NOT REQUIRED

EXHIBIT 5

Sample Public Improvement Agreement Form

COPIES OF THIS PUBLIC IMPROVEMENT AGREEMENT FORM WILL BE SENT TO THE INTENDED AWARDEE (CONTRACTOR) BY ODFW AT THE TIME OF THE STATE'S INTENT TO AWARD NOTICE. THE BLANKS IN THIS SAMPLE WILL BE FILLED IN BY ODFW. THE INTENDED AWARDEE WILL THEN COMPLETE AND SIGN THE AGREEMENT. AFTER ALL REQUIREMENTS ARE MET, THE STATE 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.

STATE OF OREGON PUBLIC IMPROVEMENT AGREEMENT
for
Elk River Hatchery Valve Replacement
Project #09-001

This Agreement for the **Elk River Hatchery Valve Replacement** (the "Agreement"), made by and between the State of Oregon, acting by and through the Department of Fish and Wildlife (ODFW), hereinafter called OWNER, and **(Insert Contractor's Name)** hereinafter called the CONTRACTOR (collectively the "Parties"), shall become effective on the date this Agreement has been signed by all the Parties and all required State of Oregon governmental approvals have been obtained, whichever is later. 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 _____ (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 Form 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 David H. Sandstrom, 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: **7 calendar days from issuance of Notice to Proceed.**

SUBSTANTIAL COMPLETION: March 19, 2010

FINAL COMPLETION: March 26, 2010

4. Liquidated Damages.

Liquidated damages do not apply to this contract.

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 STATE OF OREGON, acting by and through the Department of Fish and Wildlife 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 FEDERAL ID # _____

CONTRACTOR'S CCB # _____ Expiration Date: _____

CONTRACTOR'S SIGNATURE: _____ Date

State of Oregon by and through its DEPARTMENT OF FISH AND WILDLIFE

_____ Date

Approved for legal sufficiency
[Not applicable if under \$3,000,000 and exemption applies]

Assistant Attorney General Date

EXHIBIT 6

State of Oregon

**General Conditions
For
Public Improvement Contracts**

JANUARY 1, 2008

The State of Oregon General Conditions for Public Improvement Contracts dated January 1, 2008 (the "General Conditions") are hereby incorporated by reference into this Contract.

EXHIBIT 7

Supplemental General Conditions

Project No. 09-001

Project Name: Elk River Hatchery Valve Replacement

For the above contract, the following supplements modify the “State of Oregon General Conditions for Public Improvement Contracts” dated January 1, 2008. Where a portion of the General Conditions is modified or deleted by these Supplemental General Conditions, the unaltered portions of the General Conditions remain in effect.

SG-1. Section G.3.3 Builders Risk Insurance is deleted in its entirety and amended to read as follows:

“Builders Risk Insurance does not apply to this project.”

SG-2 Section G3.4.1 Commercial General Liability, delete last sentence and replace with the following:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2010: \$1,600,000.

July 1, 2010 to June 30, 2011: \$1,700,000.

July 1, 2011 to June 30, 2012: \$1,800,000.

July 1, 2012 to June 30, 2013: \$1,900,000.

July 1, 2013 to June 30, 2014: \$2,000,000.

July 1, 2014 to June 30, 2015: \$2,100,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2010: \$3,500,000.

July 1, 2010 to June 30, 2011: \$3,700,000.

July 1, 2011 to June 30, 2012: \$3,900,000.

July 1, 2012 to June 30, 2013: \$4,100,000.

July 1, 2013 to June 30, 2014: \$4,300,000.

July 1, 2014 to June 30, 2015: \$4,500,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, sections 3 and 5 (Senate Bill 311).

SG-3 Section G3.4.2 Automobile Liability, delete last sentence and replace with the following:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Contract term to June 30, 2010: \$1,500,000.

July 1, 2010 to June 30, 2011: \$1,600,000.

July 1, 2011 to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to June 30, 2010: \$3,000,000.

July 1, 2010 to June 30, 2011: \$3,200,000.

July 1, 2011 to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Contract term to January 1, 2010: \$100,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for any number of claimants:

From commencement of the Contract term to January 1, 2010: \$500,000.

From January 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

ATTACHMENT B

TECHNICAL SPECIFICATIONS

The Technical Specifications for this project, is hereby incorporated by reference into this Contract.

ATTACHMENT C

DRAWINGS

ATTACHMENT D

PHOTOS



