

Issued Date: May 24th 2021 OREGON DEPARTMENT OF TRANSPORTATION

INVITATION TO BID FOR STATE-FUNDED PUBLIC IMPROVEMENT AND PUBLIC WORKS CONTRACT



ITB NO.: 34900 BID CLOSING DATE AND TIME: July 15th, 2021 PT TIME: 10:00 AM
BID OPENING DATE AND TIME: SAME AS ABOVE

DESCRIPTION: Meacham Maintenance Station
BUYER: Kevin Cassidy, CPPB PHONE: 541 207-7225
TITLE: Procurement Specialist E-MAIL: Kevin.d.cassidy@odot.state.or.us

PRE-BID CONFERENCE: Agency will conduct a **mandatory** pre-Bid conference for this ITB. Agency has scheduled a pre-Bid conference on June 10, 2021, at 11:00 am PT, to be held on site at 64705 Old Oregon Trail Road, Meacham OR 97859, located in Umatilla County Oregon. **Attendance is mandatory.** The purpose of the conference is to provide additional information regarding this solicitation and to answer any questions Proposers may have. Proposers are cautioned that the official ITB requirements will change only by written addenda issued by Agency.

BIDS WILL BE RECEIVED BY THE BUYER NAMED ABOVE UNTIL THE BID CLOSING DATE AND TIME STATED ABOVE.

Bids and all other required documents as specified in the ITB must be submitted to the Buyer/Single Point of Contact at the above email address.

NOTE TO BIDDERS:

ODOT is one of the state agencies that provides critical public services to Oregonians. Our leaders have been asked to balance the need to serve the public with the need to slow the spread of COVID-19 and protect the health and safety of our employees and the public. As such, the ODOT Procurement Office is transitioning to electronic submission of bids and proposals during this time. These measures are also being taken pursuant to the Oregon governor's executive orders. Thank you for your support and flexibility as we work together to keep each other safe and fulfill our mission.

NOTE: If this is a Public Works project, all requirements applicable to Public Works projects apply to this project. In addition, ODOT has chosen to apply the requirements applicable to Public Improvement projects to this project whether or not it is a Public Improvement project. Therefore, throughout this ITB, wherever there is a reference to or requirement concerning Public Improvements, ODOT is applying the same requirement to the project, whether or not otherwise required by rule or statute.

SINGLE POINT OF CONTACT: There will be only one point of contact for this Invitation to Bid. The contact point is the ODOT Procurement Office, and the contact person is the Buyer listed above. Any questions or issues that may arise regarding the Specifications, the bidding process, and/or the award process shall be directed to the Single Point of Contact. The State's official response to any questions or requests will be through direct letters or the addendum process.

NON-DISCRIMINATION: ODOT, in accordance with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252. 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that all business enterprises will be afforded full opportunity to submit Bids in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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ATTACHMENTS: The following *Attachments are attached at:

<https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> and incorporated into this ITB:

- ATTACHMENT **A** PLANS
- ATTACHMENT **B** SPECIFICATIONS

The following *Attachments are not physically attached but are incorporated into this ITB from web sites with the same force and effect as though fully set forth herein:

State of Oregon General Conditions for Public Improvement Contracts **January 1, 2012 Edition**
<http://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

BOLI Prevailing Wage Rates: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

[See Section E for the specific rates that apply to this project.](#)

Conflict of Interest (COI) Guidelines (See Guidance, Policy & Resources):
<http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> See Section C.1.4.

See Section C.21 for a list of documents (and the deadline for submission) that will be required from the selected Bidder upon Notice of Intent to Award.

***Bidder is responsible for completing and returning any page(s) in any attachment(s) requiring a response.**

SECTION A - DEFINITIONS

A.1 ITB 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.

“Addendum” or **“Addenda”** means an addition or deletion to, a material change in, or clarification of, the ITB. Addenda shall be labeled as such and shall be made available to all interested Bidders in accordance with OAR 137-049-0250(2).

“Agency” means the Oregon Department of Transportation (**“ODOT”**).

“Bid” means the Bidder’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”** (as defined in Section A.1 of the General Conditions).

“Bid Item” means a specific unit of Work for which a price is provided in the Bid and resulting Contract.

“Bidder” means a “Person” (as defined in Section A.1 of the General Conditions) that submits a Bid in response to an ITB. Bidder also means “Offeror” (as defined in Section A.1 of the General Conditions).

“Bid Price” means the Total Bid amount, including any alternates selected by ODOT provided by the Bidder in the Pricing Submittal.

“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.

“Invitation to Bid” or **“ITB”** means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.

“ODOT Procurement Office” or **“OPO”** means the Procurement Office Section of the Oregon Department of Transportation at the location noted on page 1 of the ITB.

“Opening” means the date/time set to read the Bid submittals.

“Pay Item” means a specific unit of Work for which a price is provided in the Contract. Also referred to as “Bid Item”.

“Standard Drawings” means Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project.

“State” means the State of Oregon.

“Utility” means a line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

SECTION B – INTRODUCTION

B.1 ITB PURPOSE: The purpose of this ITB is to establish a contract for construction of a new, approximately 27,041 Sq. Ft. steel framed facility, an interior wash station, additional structures such as a new, approximately 7232 sq ft, pre-engineered metal building, cold storage facility, fuel island and Mag Containment Area, solar array, parking area, and sewage lagoon located at 64705 Old Oregon Trail Rd. Meacham, Oregon 97859, for the benefit of ODOT. 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.

B.2 A MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR THIS INVITATION TO BID. The pre-Bid conference shall be held on site at 64705 Old Oregon Trail Road, Meacham OR 97859 at the date and time noted on page 1 of the ITB. Attending the mandatory pre-Bid conference is required for all Bidders and any Bid received from a Bidder who did not attend the mandatory pre-Bid conference shall be rejected.

Due to the highly complicated and/or detailed nature of the project which cannot be sufficiently explained by the Bid drawings or specifications extensive explanation is necessary to ensure that a full understanding of the scope of the project is clearly understood by all Bidders.

Statements not binding: Any statements made at this conference will not change the Plans, Specifications or Contract documents unless an Addendum has been issued by the ODOT Procurement Office and advertised at <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>.

B.3 REQUIRED PROJECT DATES:

PROJECT START DATE: After August 15th, 2021

SUBSTANTIAL COMPLETION: May 1st, 2023

FINAL COMPLETION: June 15th, 2023

B.4 PREVAILING WAGE RATES: Pursuant to ORS 279C.800 through 279C.870, the Contractor and all subcontractors are required to pay Prevailing Wage Rates for any contract valued at more than \$50,000. See **SECTION E**.

B.5 LIQUIDATED DAMAGES: Liquidated damages will apply to the Contract resulting from this ITB for failure to complete the project by the **Substantial** Completion Date. (See Exhibit 5 for detailed information.)

B.6 METHOD OF BIDDING: Bidder shall complete and submit via email all documents required by the ITB. ODOT reserves the right to discard documents submitted by a Bidder that are not required by the ITB.

B.6.1 PRICING SUBMITTAL INSTRUCTIONS:

B.6.1.a Bidders shall enter pricing and other required information for all Bid Items listed in the Pricing Submittal form.

B.6.1.b If the Pricing Submittal form is replaced by an Addendum, then Bidders shall use that replacement form to provide pricing and other required information

B.6.1.c If the Pricing Submittal form is only modified by an Addendum, then Bidders shall follow the instructions in the Addendum for making modifications to the Pricing Submittal form.

B.6.1.d Failure to supply the required information in the Pricing Submittal form may result in rejection of the Bid as non-responsive.

B.6.1.e In the event of a discrepancy between extended prices and unit prices, unit prices will prevail.

B.7 METHOD OF AWARD: Award will be made to the responsible Bidder that submits a responsive Bid with the lowest total Bid Price for the items selected for award. Award will be made to one Bidder only. ODOT reserves the right to withdraw any item from award consideration if it is in the best interest of the State to do so.

SECTION C – GENERAL BIDDING INFORMATION/INSTRUCTIONS TO BIDDERS

C.1. GENERAL INFORMATION

C.1.1 OBTAINING ITB DOCUMENTS

C.1.1.a ODOT is utilizing <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> to advertise this ITB and post notices of changes to the ITB (via addenda). Bidders may obtain these ITB documents by visiting <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> and downloading them. Bidders should consult <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> regularly until Closing to avoid missing any notices.

C.1.1.c QUESTION AND ANSWER DOCUMENTS: ODOT may post question and answer documents on <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> to respond to inquiries when ODOT determines, in its sole discretion, the answers do not effect changes to the ITB. Question and answer documents provide clarifications and interpretations but do not change ITB requirements.

C.1.1.d POSTING OF NOTICES: <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> is utilized by ODOT for advertising this ITB and for posting notices of changes to the ITB (via Addendum). Bidders must obtain the actual ITB documents themselves by accessing <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> and downloading them.

C.1.1.e ITB's, ADDENDA AND ATTACHMENTS: ITB's, including all Addenda and most attachments, are posted on <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> as part of the ITB document and will not be mailed to prospective Bidders. Bidders should consult <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> regularly until closing to avoid missing any Addenda.

C.1.3 TRADE SECRETS: Any information Bidder submits in response to the ITB that Bidder considers a trade secret under ORS 192.345(2) or ORS 646.461(4), and that Bidder wishes to protect from public disclosure, must be clearly labeled with the following: "*This information constitutes a trade secret under ORS 192.345(2) or confidential proprietary information and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*" Each item so labeled must include a justification and citation of the authority relied upon. Identifying the entire Bid submittal as trade secret, confidential, or otherwise exempt from disclosure is not acceptable. Bidders are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under Oregon public records law. Further, information submitted by Bidder that is already in the public domain is not protected. ODOT is not liable for disclosure or release of information when authorized or required by law or court order. ODOT is also immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

C.1.4 CONFLICT OF INTEREST (COI) GUIDELINES: Bidder must be in compliance with ODOT's COI Guidelines. If there are any disclosures required for Bidder or its subcontractors, as detailed in the ODOT Conflict of Interest Guidelines, Bidder must submit the required signed COI Disclosure Form(s) with its Bid.

If there are no COI disclosures required for Bidder or its subcontractors, per the ODOT COI Guidelines, submittal of COI Disclosure form(s) is not required.

The ODOT Conflict of Interest Guidelines and COI Disclosure Form are available at the following Internet site: <http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

C.1.5 SOLICITATION LAW AND RULES: This ITB and the resulting Contract are governed by and construed and enforced in accordance with Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes and the Attorney General's Model Public Contract Rules ("Model Rules") OAR 137 Divisions 046 and 049, as adopted and modified by the Department of Transportation Rules OAR 731, Divisions 146 and 149. The ITB and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

C.1.5.a OREGON REVISED STATUTES (ORS 279A and 279C) – May be obtained from Legislative Counsel Committee, 900 Court St NE, S101 State Capitol, Salem, OR 97301-0630. Phone (503) 986-1243, or online at:

https://www.oregonlegislature.gov/bills_laws/ors/ors279A.html

https://www.oregonlegislature.gov/bills_laws/ors/ors279C.html

C.1.5.b OREGON ATTORNEY GENERAL'S MODEL PUBLIC CONTRACT RULES (OAR 137 Divisions 046 and 049) – May be obtained from the Department of Justice, Publications Center, 1162 Court St NE, Salem, OR 97301-4096; Phone (503) 378-2402 or online at:

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=297>

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=300>

C.1.5.c ODOT's ADMINISTRATIVE RULES RELATED TO PUBLIC CONTRACTS FOR CONSTRUCTION SERVICES (OAR 731 Divisions 146 and 149) May be obtained online from the following links:

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=3286>

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=3289>

C.1.6 STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS In addition to the solicitation laws and rules, this ITB and the resulting Contract are governed by the STATE OF OREGON GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS, **January 1, 2012 Edition** ("General Conditions") which, although not physically attached, are incorporated herein by reference as an Attachment with the same force and effect as though fully set forth herein. The General Conditions can be obtained from the Department of Administrative Services, 1225 Ferry Street SE U140, Salem, OR 97301-4285, by telephone (503) 378-4642 or on line at: <http://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

C.1.7 2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION: The 2021 Oregon Standard Specifications for Construction ("Standard Specifications") include detailed technical specifications in Sections 00200 and beyond that apply to this ITB and any resulting Contract. Some sections of the technical specifications may be identified and modified in the Plans and Specifications. Sections of the technical specifications not identified in the Plans and Specifications remain applicable to the Contract according to their original terms.

Sections in Part 00100 of the Standard Specifications (General Conditions) are not applicable to the Contract unless they are specifically identified in the Plans and Specifications as being applicable. However, if a Part 00100 section that has been identified as being applicable references another section in Part 00100, or a technical specification (Parts 00200 and beyond) references a section from Part 00100, that section from Part 00100 applies to the Contract for purposes of supporting and giving full effect to the specification that referenced it. Bidders can access the Standard Specifications online at:

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

C.1.8 BRAND NAME USAGE:

C.1.8.a BRAND NAME: Any brand name listed in the specifications with or without a designation of "or equal" or "or equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Unless the product named is the subject of an exemption per ORS 279C.345, 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 are approved by ODOT prior to installation.

C.1.8.b BRAND NAME "OR APPROVED EQUAL" OR "OR APPROVED EQUIVALENT": Any brand name listed in the specifications followed by "or approved equal" or "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Unless the product named is the subject of an exemption per ORS 279C.345, 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 are approved by ODOT during the bidding process in accordance with the Request for Brand Approval procedures specified in Section C.2.

ODOT shall determine, in its sole discretion, whether a product offered is "or equal".

C.2 REQUEST FOR CLARIFICATION; REQUEST FOR CHANGE; REQUEST FOR BRAND APPROVAL; SOLICITATION PROTEST

C.2.1 PROCEDURE: The appropriate means of seeking clarifications of or modifications to provisions of an ITB are through (a) requests for clarification; (b) requests for changes to contractual terms or Specifications or Plans; (c) requests for brand approval; and (d) 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 AND PROTESTS:

Requests and protests must be marked as follows:

Request for Clarification/ Request for Change/ Request for Brand Approval/ Solicitation Protest
ITB Number
Closing Date
Closing Time

Requests and protests must be in writing and must be submitted via email to and received by the Single Point of Contact listed on page 1 of the ITB no later than **5 calendar days prior to the Closing**. Unless this specific deadline is extended by subsequent Addenda, no requests for clarification, requests for change, requests for brand approval, or protests pertaining to provisions contained in the originally-issued ITB will be considered after the date specified herein.

C.2.3 REQUEST FOR CLARIFICATION: Any Bidder 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, via email, to the Single Point of Contact. (See the additional requirements in Sections C.2.1. and C.2.2.)

C.2.4 REQUEST FOR CHANGE: Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, in writing, via email, to the Single Point of Contact. The request must include the specific changes requested, and the reason for the requested changes supported by factual documentation. (See the additional requirements in Sections C.2.1 and C.2.2.)

C.2.5 REQUEST FOR BRAND APPROVAL: Pursuant to **Section C.1.8.b**, **Bidders that attend the Mandatory Pre-Bid** shall provide the named product unless another is approved through a request for brand approval submitted in writing, via email, to the Single Point of Contact. Other brands of equal quality, merit and utility will be considered upon proper submittal of a request for brand approval with appropriate documentation, unless the named product has been exempted per ORS 279C.345. (See the additional requirements in Sections C.2.1 and C.2.2.)

- **Requests for brand approval must be submitted through a Bidder that attended the Mandatory Pre-Bid Conference. Bidder must submit the Substitution Request Form (located in Specification Section 01 25 00) no later than June 30th, 2021 @ 5 P.M. PT.**
- Requester must provide sufficient information for ODOT to determine product acceptability including, but not limited to, detailed product specifications.
- Requester's failure to provide sufficient information with the request shall be cause for the proposed product not to be considered equal.
- Any product subsequently approved for substitution will be listed on an Addendum issued by the ODOT Procurement Office and posted at:
<https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>

C.2.6 SOLICITATION PROTEST: Any Bidder may submit a protest of solicitation terms and conditions, contract terms and conditions or Specifications, in writing, via email, to the Single Point of Contact, in accordance with OAR 137-049-0260. The protest must include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not upheld, and a statement of the desired changes. (See the additional requirements in Sections C.2.1 and C.2.2.)

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 ODOT determines should be handled by formally amending the ITB, ODOT 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 CHANGE, REQUESTS FOR BRAND APPROVAL, AND SOLICITATION PROTESTS: The ODOT Procurement Office will promptly respond to each properly-submitted written request for change, request for brand approval, and protest. When appropriate, the ODOT Procurement Office will issue ITB revisions via Addenda posted on <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>. ODOT may also informally respond to Bidder 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 ODOT PROCUREMENT OFFICE AND POSTED AT <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>.

C.3 REQUESTS FOR MODIFICATIONS TO ADDENDA

Requests for clarification, requests for change, and protests of an Addendum must be received by 5:00 pm on the next business day following issuance of the Addendum, unless a different deadline is set forth in the Addendum, or they will not be considered. ODOT will not consider requests or protests pertaining to matters not added or modified by the Addendum.

C.4 BID SUBMISSION

C.4.1 IN WRITING: The Bid must be prepared by typewriter, ink or computer and submitted via email to the Single Point of Contact at the email address specified on page 1 of this ITB.

C.4.2 NUMBER OF COPIES; SIGNATURE REQUIRED: Bidders shall submit **one** copy of the Bid. At least one copy of the Bid must bear a signature of an authorized representative of Bidder. Failure to submit a Bid bearing a signature will result in rejection of the Bid.

By submitting a Bid in response to this ITB, the Bidder (and if selected for award, also as the Contractor) agrees with ODOT that signatures showing on PDF documents submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. ODOT reserves the right at any time to require the delivery of the hard copy originals of documents.

C.4.3 BID SUBMISSION INSTRUCTIONS: ODOT will not accept Bids submitted after the Bid submission deadline specified on page 1 of this ITB. Bids must be received at the correct email address on or before the due date and time specified **on page 1** of this ITB. **ODOT is not responsible for and will not accept late or mis-delivered Bids.**

Per OAR 731-146-0150(4) in the event of a failure of an electronic mail system that interferes with the ability of Person to submit Electronic Submittals, to protest or to otherwise participate in the procurement, ODOT may cancel the procurement or may extend the date and time of receipt of Electronic Submittals by providing notice of the extension immediately after the electronic mail system becomes available.

ODOT is not responsible for the proper handling of any Bid not properly identified, marked and submitted in a timely manner.

C.4.3.1 EMAILED BIDS: Emailed Bids are required:

C.4.3.1.a Timely Submission: Bidder must submit its Bid by email in response to this solicitation. The entire response must arrive at the email address and by the date and time for Closing specified on page 1 of this ITB.

C.4.3.1.b Signatures: Bidder must sign its emailed Bid prior to sending.

C.4.3.1.c Bid Identification: Bidder must submit its emailed Bid by attaching a single PDF document to the email. Subject line in the email must include the ITB number.

C.4.3.1.d Request for Original Bid: ODOT reserves the right to award the Contract solely on the emailed Bid; however, upon ODOT's request, the apparent successful Bidder shall promptly submit its complete original signed Bid.

C.4.3.1.e Responsibility for Transmission Failure: If the Bidder chooses to transmit an emailed Bid ODOT will not be responsible for any failure attributable to the transmission or receipt of emailed Bids including, but not limited to:

- Receipt of garbled or incomplete Bid documents
- Availability or condition of the receiving email system
- Incompatibility between the sending and receiving equipment or software
- Delay in transmission or receipt of Bid documents
- Failure of the Bidder to properly identify the Bid documents
- Illegibility of Bid documents

ODOT reserves the right to reject any Bid that is unreadable.

C.4.4 FORMS TO BE USED: Bidder shall provide required information on the forms specified in the ITB. Any information Bidder submits that is not required to be included on forms prescribed by the ODOT Procurement Office must be formatted in the manner called for in the ITB and submitted on Bidder's letterhead.

C.4.4.a A Bidder shall not make the Bid contingent upon the Owner's acceptance of Specifications, Plans or Contract terms that conflict with or are in addition to those advertised in the ITB.

C.4.5 INFORMATION TO BE SUBMITTED WITH THE OFFER: Bidder must submit the items listed below in this section or the Offer will be determined not Responsive. (NOTE: The TIN request form (See Section I.3) is a new requirement. For this solicitation, a Bid will not be rejected solely due to lack of this form.)

The following shall be submitted prior to Closing:

SECTION G	CONSTRUCTION CONTRACTORS BOARD REGISTRATION REQUIREMENTS/ASBESTOS ABATEMENT LICENSING REQUIREMENTS
SECTION H	SOLICITATION ADDENDA ACKNOWLEDGEMENT
SECTION I	BIDDER INFORMATION (Be sure to include the TIN Request form with the Bid. See I.3)
SECTION J	RECYCLED PRODUCTS
SECTION K	RESIDENCY STATEMENT
SECTION L	CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION M	CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS
SECTION N	CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS
SECTION O	SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE
EXHIBIT 1	PRICING SUBMITTAL FORM
EXHIBIT 2	BID BOND FORM (OR OTHER BID SECURITY)

The following must be submitted prior to Closing OR within two working hours after the Closing;

- First Tier Subcontractor Disclosure Form, **SECTION F**.

C.4.6 BID MODIFICATION PRIOR TO CLOSING: Alterations and erasures made before Bid submission must EACH be INDIVIDUALLY initialed by the person signing the Bid. Bids, once submitted, may be modified in writing, via email, before Closing. Modifications made after Bid submission must be prepared on Bidder's letterhead, be signed by an authorized representative of Bidder, and state that the modifications amend and supersede the prior Bid.

C.4.6.a Nothing in this section **C.4.6** shall be construed as allowing Bidder to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, the Specifications, or the Plans attached to the Bid documents.

C.4.6.b Modifications must be submitted by email, and must be marked as follows:

Bid Modification
ITB Number
Closing Date
Closing Time

C.4.6.c Bidders may not modify Bids after Closing.

C.5 BID WITHDRAWALS PRIOR TO CLOSING

C.5.1 IN WRITING: Bids may be withdrawn in writing via email submitted to the Single Point of Contact listed on page 1 of this ITB. Withdrawals must be prepared on Bidder's letterhead, be signed by an authorized representative of Bidder, and be received at the email address specified on page 1 of this ITB prior to Closing. Offer withdrawals submitted by email must be labeled as such and contain the ITB number.

C.6 CLOSING AND OPENING

C.6.1 CLOSING: Offers must be received in accordance with all instructions in this ITB prior to the Closing. Offers received after the Closing, or as may be extended by any subsequently issued Addendum, will not be considered for award.

C.6.2 OPENING: Opening will occur immediately following Closing unless otherwise specified. Only the name of each Bidder and the Bid amounts will be read at the Opening. It is optional for Bidders to attend the Opening. Award decisions will not be made at the Opening.

Due to the COVID-19 pandemic and the Oregon governor's executive orders, and the need for enhanced personal and public safety, until further notice ODOT will hold public Openings through electronic means. Interested parties may attend the Opening for this solicitation using the following link and/or phone number. (It is attendee's choice to use video or audio only.):

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 971-277-1965,,585557112#](tel:+19712771965585557112) United States, Portland

Phone Conference ID: 585 557 112#

C.7 PRELIMINARY BID RESULTS: Prior to the Intent to Award Announcement, the ODOT Procurement Office may post preliminary Bid results at: <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>. Such postings may not be correct and are not final.

C.8 TIME FOR OFFER ACCEPTANCE: An Offer is a firm offer, irrevocable, valid and binding on the Bidder for not less than thirty (30) calendar days from the Closing.

C.9 EXTENSION OF TIME FOR OFFER ACCEPTANCE: The ODOT Procurement Office may request, orally or in writing, that Bidders extend, in writing, the time during which ODOT may consider their Offer(s). If a Bidder agrees to such extension, the Offer shall continue as a firm Offer, irrevocable, valid and binding on the Bidder for the agreed-upon extension period.

C.10 SUBSTANTIAL COMPLIANCE REQUIRED: Offers not in substantial compliance with ITB requirements cannot be considered, and cannot be supplemented by submissions delivered after Closing. However, ODOT may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

C.11 OFFER EVALUATION CRITERIA: Offers will be evaluated to identify the lowest responsive Offer submitted by a responsible Bidder and not otherwise disqualified. (Refer to OAR 137-049-0390 and 137-049-0440). Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend an Offer or any Contract awarded pursuant thereto.

C.11.1 RESPONSIVENESS: To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, ODOT may waive minor informalities and irregularities.

C.11.2 RESPONSIBILITY: Prior to award of a Contract, ODOT will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in OAR 137-049-0390. See also, OAR 137-049-0440(1)(c)(H). In doing so, ODOT may investigate Bidder and request information in addition to that already required in the ITB, when ODOT, in its sole discretion, considers it necessary or advisable.

C.11.3 OREGON PREFERENCE: Awards shall be subject to preference for goods or services that have been produced or manufactured in Oregon, if price, fitness, availability and quality are otherwise equal (ORS 279A.120); See also; OAR 137-046-0300.

C.11.4 RECIPROCAL PREFERENCE: Solely for the purpose of evaluating offers, ODOT will add a percent increase to the Offer 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 Bidder is from a state that grants a ten (10) percent preference to local Bidders, ODOT will add ten (10) percent to that Bidder's Offer price. (OAR 137-046-0310).

C.11.5 REJECTION OF OFFER DUE TO CERTAIN DEBT: Included among the reasons ODOT may reject an Offer is if the Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.

C.12 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 ODOT that any Offer submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.13 WITHDRAWAL BY ODOT OF BID ITEMS PRIOR TO AWARD: ODOT reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

C.14 REJECTION OF OFFERS

C.14.1 REJECTION OF ALL OFFERS: ODOT may reject all Offers for good cause upon its finding that it is in the public interest to do so.

C.14.2 REJECTION OF PARTICULAR OFFERS: ODOT may reject a particular Offer for any of the reasons listed under OAR 137-049-0440.

C.15 INTENT-TO-AWARD ANNOUNCEMENT: Prior to formal Contract award, ODOT will post a notice of its intent to award at: <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>. The Intent-to-Award Announcement shall serve as notice to all Bidders that ODOT intends to make an award.

C.16 PROTEST OF INTENT TO AWARD: Adversely affected or aggrieved Bidders shall have **5 calendar days** from the date of the Intent-to-Award Announcement within which to file a written protest via email to the Single Point of Contact at the ODOT Procurement Office listed on page 1 of this ITB. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

C.16.1 In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the lowest responsive and responsive Bidder and that any and all lower Bids are ineligible to receive Contract award.

C.16.2 An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder 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.16.3 Pursuant to OAR 137-049-0260, no protest against award shall be considered because of the content of Bid Specifications, Plans, or contract Terms after the deadline established for submitting protests of Bid Specifications, Plans or Contract Terms.

C.17 RESPONSE TO INTENT-TO-AWARD PROTESTS: The ODOT Procurement Office will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Bidders. ODOT may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by ODOT is not intended to, and shall not in and of itself constitute, confirmation that the bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C.18 AWARD: After expiration of the protest period, and resolution of all protests, ODOT will proceed with final award. (If ODOT receives only one Bid, ODOT may dispense with the intent-to-award protest period and proceed with award of a Contract.)

C.19 COMMENCEMENT OF WORK: Contractor shall not commence Work under a Contract resulting from this ITB until a Notice to Proceed has been issued.

C.20 REVIEW OF AWARDED BID FILES: Awarded Bid files are public records and available for review. Contact the Single Point of Contact to arrange for review of the documents.

C.21 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER: ODOT will notify the apparent successful Bidder by email of its intent to award a Contract. The apparent successful Bidder shall submit the following items via email no later than seven calendar days after the date of ODOT's notification of intent to award unless another date is specified in the intent to award notification. Failure to provide any required items may result in Bid rejection.

C.21.1 SIGNED PUBLIC IMPROVEMENT AGREEMENT FORM (See Exhibit 5) This form will be provided by ODOT upon notification of the intent to award.

C.21.2 INSURANCE: The selected Bidder shall submit certificates of insurance for all coverages required by the ITB. If the Bidder specifies, in **Exhibit 7**, prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain ODOT approval of Subcontractor and Subcontractor's insurance coverage(s), at least 35 Calendar Days prior to commencement of subcontracted work. Bidders 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 6** (if any) prior to Offer submission.

C.21.3 PERFORMANCE BOND and PAYMENT BOND: The selected Bidder shall furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of the State of Oregon, to ensure faithful performance of the Contract and payment for services and goods.

NOTE: THE ODOT-PROVIDED PERFORMANCE AND PAYMENT BONDS, EXHIBITS 3 AND 4, RESPECTIVELY, ARE THE FORMS APPROVED AND REQUIRED TO BE USED FOR THIS ITB.

Bidder may submit a cashier's check or certified check in lieu of all or a portion of the required performance bond. If Bidder plans to submit a cashier's check or certified check in lieu of the required bonds, please contact the Single Point of Contact for instructions.

C.21.4 JOINT VENTURE/PARTNERSHIP INFORMATION: The selected Bidder, 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.

C.21.5 RESPONSIBILITY INQUIRY FORM: The selected Bidder shall provide a completed, accurate and signed Responsibility Inquiry form. The Responsibility Inquiry form is available at:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/ResponsibilityInquiry.docx>

PAY EQUITY COMPLIANCE TRAINING AND CERTIFICATION: This requirement applies to Bidders with 50 or more full-time employees that Bid on State agency contracts valued at \$500,000 or more. If applicable, the selected Bidder will be required to submit a copy of an unexpired certificate (held by an authorized representative of the Bidder) issued by the Oregon Department of Administrative Services (DAS) documenting completion of the pay equity overview training. Following notice of intent to award, the selected Bidder shall submit the certificate with the Responsibility Inquiry Form prior to being awarded a Contract. For information about free on-line training and certification please click on the following hyperlink:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsGTS/SB491Flyer.pdf>

Pursuant to ORS 279C.375, OAR 137-049-0390, and OAR 137-049-0440, ODOT will evaluate the apparent successful Bidder's responsibility to perform the Contract prior to award and execution of a Contract. Submission of a signed Offer shall constitute approval for ODOT to obtain any information ODOT deems necessary to conduct its evaluation. ODOT will notify the apparent successful Bidder, 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 will result in Offer rejection.

ODOT may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its evaluation. Failure of the apparent successful Bidder to demonstrate responsibility shall render the Bidder non-responsible and shall constitute grounds for Offer rejection, as required under OAR 137-049-0390 and OAR 137-049-0440.

C.21.6 TAX ID NUMBER: The selected Bidder shall provide their Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](#) if either of the following applies:

- When requested by Agency (normally in an intent to award notice), or
- When the backup withholding status or any other information of Bidder has changed since the last submitted W-9 form, if any.

The W-9 form is available from the Internet at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. No payment can be made until a properly completed W-9 is on file with Agency.

C.21.7 BUSINESS REGISTRY NUMBER/REGISTERED AGENT

If selected for Contract award, Bidder must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Firms that contract with ODOT are responsible for compliance at all times with all applicable legal requirements regarding business organization, authorization and registration. The selected Bidder shall (unless you are an individual operating as your [real and true name](#) or otherwise exempt under [applicable laws](#)) have a current Oregon Secretary of State business registry number and provide it upon ODOT's request. All corporations and other business entities (domestic and foreign) must have a registered agent in Oregon. See requirements and exceptions regarding [registered agents](#). For more information, see [Starting a Business and Laws and Rules](#). The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

C.21.8 Direct Deposit via Automated Clearing House ("ACH")

[This item is OPTIONAL] For contractors that receive ongoing monthly payments from Agency on one or more contracts or price agreements, ODOT prefers making payments via ACH direct deposit. While not required, if the selected Bidder has not previously authorized ACH direct deposit and would prefer ACH to expedite transfer of payments after invoices are approved, a [Vendor ACH Authorization form](#) must be completed and submitted to ODOT (per the instructions on the form) after the Contract is executed. To expedite Contractor's payments to its subcontractors, Contractor should make reasonable efforts to offer ACH direct deposit payments.

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 State of Oregon in an amount equal to ten percent (10%) of the total amount of the Offer.

D.2 Bid security shall be furnished to ODOT 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 ODOT may cash the check, draw under the letter of credit, or otherwise collect under the Bid security.

D.4 If Bid security is furnished by means of a Bid Bond, the State of Oregon Bid Bond form, provided as **Exhibit 2**, is the form approved and required to be used for this ITB.

D.5 If Bid security is furnished by means of a certified or cashier's check, Bidder must notify the Single Point of Contact for submittal instructions. Bid security must be received by the Single Point of Contact before the Closing.

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 (“PWR”) and the required public works bond as outlined in **Sections C.1, C.2 & G.2.3** of the General Conditions.

E.2 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.3 This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (“BOLI”) prevailing wage rate requirements and the prevailing wage rates set forth in the following rate book which, while not physically attached, is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following website:

The “**PREVAILING WAGE RATES for Public Works Contracts in Oregon**” dated **January 1, 2021, and as amended April 1, 2021.**

These BOLI wage rates are available on line at:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

E.4 The Work will take place in Umatilla County, BOLI Region 12.

E.5 The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Bureau of Labor and Industries under the administrative rules of the Commissioner.

SECTION F - FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

F.1 Pursuant to ORS 279C.370 and OAR 137-049-0360, Bidders are required to disclose information about certain first-tier subcontractors when ODOT 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:

F.1.1 The subcontractor’s name,

F.1.2 Dollar value and,

F.1.3 The category of work that the subcontractor would be performing.

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

ODOT MUST REJECT AN OFFER IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

F.2 Bidder shall submit the disclosure form required by OAR 137-049-0360 either in its Offer submission or within two (2) working hours after Closing.

F.2.1 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.

F.3 ODOT shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360. ODOT shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. ODOT 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

(OAR 137-049-0360)

This form must be submitted within two working hours after the advertised Bid Closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive Bid. A nonresponsive Bid will not be considered for award.

PROJECT NAME: _____

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

INSTRUCTIONS:

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- With the Bid
- No later than two working hours after Bid Closing by email to the Buyer/Single Point of Contact and at the email address specified on page 1 of the ITB

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 and the dollar value of the subcontract. Enter the word "NONE" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

	SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]
- or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

**SECTION G – CONSTRUCTION CONTRACTORS BOARD (“CCB”) LICENSE
REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT
VENTURE - PARTNERSHIP DISCLOSURE**

G.1 CCB REQUIREMENTS

G.1.1 Bidders must be licensed with the State of Oregon CCB (ORS Chapter 701) prior to bidding on Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION. Bidder shall provide its CCB license number and expiration date in the spaces provided in Section I – Bidder Information.

G.1.2 All Subcontractors participating in the project shall be similarly licensed with the CCB at the time they propose to engage in subcontract work. The CCB license requirements apply to all public works contracts unless superseded by federal law.

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

NO: _____ **YES:** _____

If yes, the Bidders shall provide the name of the contact person for the partnership or joint venture.

Name: _____

SECTION H - ADDENDA ACKNOWLEDGEMENT

H.1 ODOT reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addendum, prior to the Closing. Addenda will be advertised at: <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx>. ODOT is not responsible for a Bidder's failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the ODOT Procurement Office 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.

H.2 By Bidder's signature in **SECTION O**, Bidder ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

H.2.1 If any Addenda are issued in connection with this ITB, Bidder 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.** _____

H.2.2 IN ADDITION to completing the blanks above to identify all Addenda, if any, issued under this ITB, Bidder shall sign and return any Addendum that states that it must be signed and returned.

SECTION I – BIDDER INFORMATION

Bidder shall complete and submit this Bidder Information form with its Bid. Failure to provide complete or accurate information may result in Bid rejection. Please note: Prequalification with ODOT’s Highway and Bridge Construction Contracting section is not required and does not substitute for the requirement to complete and submit all information required.

I.1 BIDDER COMPANY INFORMATION:

Business Name: _____ Phone: _____
Owner(s) Name: _____ Fax: _____
Business Address: _____ Email: _____

Date Business Established _____ Number of employees _____ Annual Sales _____

Construction Contractors Board (CCB) License Number: _____ Expiration date: _____

Landscape Contractors Board (LCB) License Number: _____ Expiration date: _____

ESB Certification No. (if this is an ESB-only opportunity): _____

I.2 BIDDER WORK EXPERIENCE: Briefly describe work experience that qualifies Bidder to perform the work described in this ITB. Attach additional sheets if necessary. Bidder must also provide 3 project references on the following page unless exempt as provided in I.4 below.

I.3 REQUEST FOR TAX IDENTIFICATION NUMBER (TIN REQUEST): Submittal of a completed [TIN Request form](#) is required under this solicitation. BIDDER MUST INCLUDE THE TIN REQUEST FORM AS PART OF THE BID SUBMISSION. The form is available at: <http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/TINreq.docx>

I.4 BIDDER REFERENCES FOR COMPARABLE PROJECTS: In order to determine whether a Bidder meets the standards of responsibility set forth in ORS 279C.375 and OAR 137-049-0390, ODOT requires information on Bidder’s past performance. If a Bidder has not performed construction work for ODOT within the last 3 years as described below, Bidder must complete and submit the following Bidder References form. If Bidder **has** performed work for ODOT within the last 3 years as described below, Bidder may check the box below in lieu of providing references. However, ODOT reserves the right to require references, or additional references, from any Bidder during its determination of Bidder responsibility.

Bidder has performed construction work for ODOT within the past 3 years as the prime contractor under a construction contract between Bidder and ODOT. Bidder understands that if Bidder is the apparent successful Bidder, ODOT may still require that Bidder provide references, in which case Bidder must promptly provide them to assist ODOT in determining Bidder’s responsibility.

BIDDER REFERENCES

Bidder shall list below three projects including references that can be contacted regarding the quality of workmanship and service provided on the projects. Each project must be comparable in size and scope to the project being solicited in this ITB, and must have been completed within the last five years. Bidder must provide sufficient information in the Project Description section for ODOT to determine if the listed projects are comparable. If the listed projects were performed by someone other than the Bidder (for example by a previous company prior to a change in corporate or other legal structure or by an owner or principal of Bidder), in the Project Description section Bidder must describe the relevance of the project reference and the relationship between Bidder and the one who performed the project.

Note: The information on this form may be utilized by ODOT to consider whether a Bidder has met the standards of responsibility set forth in ORS 279C.375 and OAR 137-049-0390. Bidder authorizes ODOT to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information as and when required shall be grounds for Bid rejection, and withdrawal of an Intent to Award Announcement, as applicable.

Project Reference #1

Name and Dates of Project: _____

Project Location: _____

Project Description: _____

Contact Person Name: _____

Contact Person Firm Name: _____

Contact Person Phone: _____ Fax: _____

Project Reference #2

Name and Dates of Project: _____

Project Location: _____

Project Description: _____

Contact Person Name: _____

Contact Person Firm Name: _____

Contact Person Phone: _____ Fax: _____

Project Reference #3

Name and Dates of Project: _____

Project Location: _____

Project Description: _____

Contact Person Name: _____

Contact Person Firm Name: _____

Contact Person Phone: _____ Fax: _____

SECTION J- RECYCLED PRODUCTS

J.1 Vendors shall use recycled materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. See the definitions at ORS 279A.010(1) for "recycled product", "post-consumer waste", "secondary waste materials", and "recycled PETE".

J.2 By my signature in **Section O of this ITB**, I, the undersigned duly authorized representative of the Bidder, hereby affirm that Bidder will comply with the above recycled materials products provision.

SECTION K - RESIDENCY INFORMATION

K.1 In determining the lowest responsive Bid, ORS 279A.120(2) provides that, for purposes of awarding a public contract, the State 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.

K.2 "*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(1)(b))

"*Non-resident Bidder*" means a Bidder who is not a "resident Bidder" as defined above. (ORS 279A.120(1)(a))

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: _____

d. If a Non-resident Bidder, do you or your firm receive, or are you or your firm eligible for, any preference in award of Contracts with your state's government or with other governmental bodies in your state?

Check one: () Yes () No

If yes: state the preference percentage: _____ %

If yes, but not a percentage of Bid/proposal price, describe the preference:

If yes, state the law or regulation that allows the preference described (legal citation):

K.3 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 ITB, 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" means a state tax imposed by ORS 320.005 to 320.150; ORS 403.200 to 403.250; ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, and any local taxes administered by the Department of Revenue under ORS 305.620.

SECTION M - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

M.1 Pursuant to OAR 137-049-0200 (1)(c)(B), the Bidder 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:

M.1.1 A written employee drug testing policy,

M.1.2 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

M.1.3 Required testing of a Subject Employee when the Bidder has reasonable cause to believe the Subject Employee is under the influence of drugs.

M.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.

M.3 If awarded a Public Improvement Contract as a result of this solicitation, Bidder agrees that at the time of Contract execution it shall represent and warrant to ODOT 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. ODOT's performance obligation (which includes, without limitation, ODOT's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

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

M.4.1 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

N.1 By my signature in Section O of this ITB, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Bidder in this matter, and to the best of my knowledge the Bidder does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. And, pursuant to ORS 279A.110, Bidder has not and Bidder will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is 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.

N.2 By my signature in section O of this ITB, I also hereby certify that I am authorized to act on behalf of Bidder in this matter and certify that Bidder has a written policy and practice that meets the requirements described in ORS 279A.112 (HB 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

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) The undersigned is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this ITB and all Addenda, if any, issued.
- (2) Bidder, acting through its authorized representatives, has read and understands all ITB instructions, Specifications, Plans, terms and conditions contained in this ITB 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) ODOT 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) ODOT 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 BOLI regarding prevailing wage rates and the filing of a public works bond with the CCB.
- (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 the ITB (including all listed attachments and Addenda, if any, issued) and this Bid and in the event of any discrepancy between the terms and conditions of the ITB and this Bid, the terms and conditions of the ITB shall govern.
- (9) Bidder will furnish the designated item(s) and/or 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;
- (11) Bidder represents and warrants that Bidder has no liquidated and delinquent debt owed to the State or any department or agency of the State; and
- (12) All affirmations and certifications contained in Sections J, K, L, M and N are true and correct.

Business Name: _____

Business Address: _____

Authorized Representative (Type or Print): _____

Authorized Representative's Signature: _____

Authorized Representative's Title: _____

Contact Person (Type or Print): _____

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

Email Address: _____

EXHIBIT 1 - PRICING SUBMITTAL FORM

Bidder Name: _____ City, State: _____

The Bidder proposes to furnish all material, equipment and labor, and perform all work for ODOT, in strict accordance with the Invitation to Bid and Specifications attached, on the basis of the lump sum prices, as follows:

ITEM	DESCRIPTION	EST. QTY.	UNIT	TOTAL PRICE
Base Bid	Construct Meacham Maintenance Station as specified in the Specifications and Plans and supplemental documentation.	All	Lump Sum	\$ _____
TOTAL BID				\$ _____

ITEM	ALTERNATE DEDUCTS	EST. QTY.	UNIT	Total Deduction Per Line Item
1.	Alternate Deducts No.1 Cold Storage Building (Refer to Section 01 2300 Part 1.05 Schedule of Alternates – A)	All	Lump Sum	\$ _____
2.	Alternate Deducts No.2A Eliminate Fuel Island Foundation and Structure (Refer to Section 01 2300 Part 1.05 Schedule of Alternates – B)	All	Lump Sum	\$ _____
3.	Alternate Deducts No.2B Install Fuel Island Foundation but Eliminate Structure (Refer to Section 01 2300 Part 1.05 Schedule of Alternates – C)	All	Lump Sum	\$ _____
4.	Alternate Deducts No.3A Eliminate Mag Chloride Foundation and Structure (Refer to Section 01 2300 Part 1.05 Schedule of Alternates – D)	All	Lump Sum	\$ _____
5.	Alternate Deducts No.3B Install Mag Chloride Foundation but Eliminate Structure (Refer to Section 01 2300 Part	All	Lump Sum	\$ _____

1.05 Schedule of Alternates – E)

6.	Alternate Deducts No.4 Eliminate Solar Array Parking Canopy (Refer to Section 01 2300 Part 1.05 Schedule of Alternates – F)	All	Lump Sum	\$ _____
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ODOT reserves the right to award only the Base Bid, or the Base Bid plus any combination of Deductive Alternates as selected by ODOT.

The lowest responsive Offer for purposes of award will be based on the Bidder's total of the Base Bid minus any deductive alternates, if selected by ODOT.

The bidder is required to submit a bid for the Base Bid AND all Deductive Alternates. The bidder will be found non responsive if they fail to submit a bid for all items.

**EXHIBIT 2
STATE OF OREGON
STANDARD PUBLIC IMPROVEMENT CONTRACT
BID BOND**

We, _____ as "Principal," and _____
(Name of Principal) (Name of Surety)
an _____ Corporation, authorized to transact Surety business in Oregon,
as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators,
successors and assigns to pay unto the State of Oregon ("Obligee") the sum of (\$ _____)
dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or Bid to an agency of the Obligee in response to Obligee's procurement document (No _____) for the project Identified as: _____ which proposal or Bid is made a part of this bond by reference, and Principal is required to furnish Bid security in an amount equal to ten (10%) percent of the total amount of the Bid pursuant to ORS 279C.365(5) and the procurement document.

NOW, THEREFORE, if the proposal or Bid submitted by Principal is accepted, and if a contract pursuant to the proposal or Bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20_____.

Principal: _____

Surety: _____
(Add signatures of each surety if using multiple bonds)

By: _____
Signature

By ATTORNEY-IN-FACT: _____
Name

Official Capacity

Signature

Attest: _____
Corporation Secretary

Address

City State Zip Code

Phone Fax

**EXHIBIT 3
STATE OF OREGON
STANDARD PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No. _____
 Solicitation _____
 Project Name _____

	(Surety #1)	Bond Amount No. 1:	\$	
	(Surety #2)*	Bond Amount No. 2: *	\$	
		Total Penal Sum of Bond:	\$	

** If using multiple sureties*

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of _____ (Total Penal Sum of Bond) \$ _____

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon for the provision of construction (and design, if any), the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Transportation, and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the Department of Transportation, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this _____ day of _____ 20 _____

Principal: _____

SURETY: _____
 [Add signatures for each surety if using multiple bonds]

By ATTORNEY-IN-FACT: _____
 [Power of attorney must accompany each surety bond]

By: _____
 Signature

 Name

 Official Capacity

 Signature

Attest: _____
 Corporation Secretary

 Address

 City State Zip Code

Phone

Fax

**EXHIBIT 4
STATE OF OREGON
STANDARD PUBLIC IMPROVEMENT CONTRACT
PAYMENT BOND**

Bond No. _____

Solicitation _____

Project Name _____

_____	(Surety #1)	Bond Amount No. 1:	\$	_____
_____	(Surety #2) *	Bond Amount No. 2: *	\$	_____
* If using multiple sureties		Total Penal Sum of Bond:	\$	_____

We, _____ as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the State of Oregon the sum of _____ (Total Penal Sum of Bond) \$ _____

(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety), and

WHEREAS, the Principal has entered into a contract with the State of Oregon for the provision of construction (and design, if any), the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the State of Oregon, the Department of Transportation, and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the State on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the State of Oregon, or the Department of Transportation, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this _____ day of _____ 20 _____

Principal: _____

SURETY: _____
[Add signatures for each surety if using multiple bonds]

By ATTORNEY-IN-FACT: _____
[Power of attorney must accompany each surety bond]

By: _____ Signature _____ Name _____

_____ Official Capacity _____ Signature _____

Attest: _____ Corporation Secretary _____ Address _____

_____ City _____ State _____ Zip Code _____

Phone

Fax

Do not submit this form with the Bid. It will be completed by ODOT and sent to Contractor for signature upon notice of intent to award.

EXHIBIT 5
(Sample) STATE OF OREGON PUBLIC IMPROVEMENT AGREEMENT FORM
for the project

Meacham Maintenance Station

Contract Number _____

Resulting from Invitation to Bid (“ITB”) Number 34900

This Agreement for the project identified above (the “Agreement”), made by and between the State of Oregon, acting by and through the Department of Transportation, hereinafter called OWNER, and _____ 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 ITB 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.

CONTRACTOR, in consideration of the sum of \$ _____ (the “Contract Price”), to be paid to CONTRACTOR by OWNER in the manner and at the time hereinafter provided, and subject to the terms and conditions provided in the Invitation to Bid 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. CONTRACTOR understands and agrees that various Attachments and Exhibits to the Invitation to Bid and other Contract Documents were not physically attached but were and are incorporated by reference and have the same force and effect as if fully set forth therein.

CONTRACTOR shall perform the Work for the Contract Price pursuant to the ITB referenced above (including all Addenda thereto, if any), CONTRACTOR’S response to the ITB, and the following Exhibits and Attachments, which are incorporated herein by this reference, whether physically attached to this Agreement, attached/included via web link, or provided electronically in the ITB advertisement:

Exhibits:

(Documents designated as “attached” will be part of a pdf document transmitted to CONTRACTOR via email upon Contract execution)

Exhibit 1	Contractor’s Pricing Submittal (attached)
Exhibit 2	Reserved
Exhibit 3	Performance Bond (attached)
Exhibit 4	Payment Bond (attached)
Exhibit 5	Reserved
Exhibit 6	Supplemental General Conditions (as published in the ITB)
Exhibit 7	RESERVED
Exhibit 8	Contract Closeout Compliance Checklist (as published in the ITB)

Attachments (as published at: <https://www.oregon.gov/odot/Business/Procurement/Pages/NTC.aspx> with the ITB):

Attachment A	Plans
Attachment B	Specifications

Attachments Incorporated from Websites:

State of Oregon General Conditions for Public Improvement Contracts January 1, 2012 edition:
<http://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

Prevailing wage rates:

BOLI Prevailing Wage Rates for Public Works Contracts in Oregon dated **July 1, 2021 and as amended April 1, 2021**

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

ODOT Conflict of Interest Guidelines (See Guidance, Policy & Resources):

<http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>

The Contract Price includes the following items:

Bid Items Base Bid minus Deductive Alternates x,x,x

2. Representatives.

Unless otherwise specified in the Contract Documents, OWNER designates the person listed below as its Authorized Representative in the administration of the Contract. The Owner's Authorized Representative shall be the initial point of contact for matters related to performance, payment, authorization, and to carry out the responsibilities of OWNER. CONTRACTOR has named _____ its authorized representative to act on its behalf.

Owner's Authorized Representative (Project Manager):

Name: David Sturges, OPMA
Address: 885 Airport Road SE Bldg X
City State Zip: Salem, OR 97301
Phone: 503 580-1121
Email: david.sturges@odot.state.or.us

3. Required Contract Dates.

PROJECT START DATE: After August 15th, 2021

SUBSTANTIAL COMPLETION: *May 1st, 2023*

FINAL COMPLETION: *June 15th, 2023*

4. Liquidated Damages.

Failure to achieve Substantial Completion by the time specified above for Substantial Completion will result in damage to the State of Oregon. Since actual damage will be difficult to determine, it is agreed that the Contractor shall pay to the State of Oregon, not as a penalty but as liquidated damages, \$1,500 per calendar day for each day elapsed in excess of the Substantial Completion date specified in Section 3 of this Agreement until Substantial Completion is achieved.

5. Integration.

THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE 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 THE CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

In witness whereof, OWNER executes this Agreement and CONTRACTOR does execute the same as of the day and year indicated below.

CONTRACTOR'S DATA:

NAME & ADDRESS:

CONTACT INFORMATION:

CONTRACTOR'S CCB #:

EXPIRATION DATE:

CONTRACTOR'S AUTHORIZED SIGNATURE:

Title **Date**

OWNER'S AUTHORIZED SIGNATURE:

Issued by **Title** **Date**

Authorized Signature **Title** **Date**

EXHIBIT 6 - SUPPLEMENTAL GENERAL CONDITIONS

For this ITB and resulting Contract, the following supplements modify the General Conditions. 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.

SGC-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.

A.3.6 Electronic Signatures. Contractor and Owner agree that signatures showing on PDF documents, including but not limited to PDF copies of the Contract, bonds, Change Orders and amendments, submitted or received via email, when submittal or receipt in that manner is required or allowed by Owner are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties. Owner reserves the right at any time to require Contractor to deliver the hard copy originals of any documents.

SGC-2 Add the following after Section A.7 GOVERNMENT EMPLOYMENT STATUS:

A.8 TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of the Contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- a. **Compliance with Regulations:** Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the Contract.
- b. **Nondiscrimination:** Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds or race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ODOT, FHWA or the Federal Transit Administration ("FTA") as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, ODOT shall impose such Contract sanctions as ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
 - (i) Withholding of payments to Contractor under the Contract until Contractor complies, and/or
 - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as ODOT of the federal government may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request ODOT, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SGC-3 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.

- **Delete Section B.5.2(a) and replace 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.

- **Add the following Section B.5.2(c):**

(c) Compliance with ORS 279C.520 also includes (i) As required by ORS 279C.520, the Contractor must comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. The Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause,.

(ii) The Contractor shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits and other compensation with another employee or another person, and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

- **Add the following Section B.5.2(d):**

(d) 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, the Contractor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by ORS 279A.107.

- **Add the following Section B.5.2(e):**

(e) It is a material term of the Contract that the Contractor certifies by entering into the Contract that Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (HB 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of the Contract.

SGC-4 Delete Section B.15 GOVERNING LAW in its entirety and replace with the following:

B.15 GOVERNING LAW. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of laws.

SGC-5 Add the following after Section D.3 CLAIMS REVIEW PROCESS

D.4 FALSE CLAIMS (OREGON FALSE CLAIMS ACT)

D.4.1 Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the services are being performed, including but not limited to Contractor's statement of proposal and any invoices, reports, or other deliverables.

D.4.2. Contractor shall immediately disclose (in writing) to Agency whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Contractor has credible evidence that a principal, employee, agent, or subcontractor of Contractor has committed—

(i) A violation of the Oregon False Claims Act; or

(ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.

D.4.3. Contractor must include subsections D.4.1 and D.4.2 of this section in each subcontract Contractor may award in connection with the performance of the Contract. In doing so, Contractor may not modify the terms of those subsections, except to identify the subcontractors or sub gantee that will be subject to those provisions.

SGC-6 Section E.5 RETAINAGE is deleted in its entirety and replaced with the following:

E.5 RETAINAGE

E.5.1 Retainage, if withheld, shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

E.5.1.1 Owner reserves the right in its sole discretion to not withhold retainage from progress payments or to begin withholding retainage at any time. If Owner withholds retainage from progress payments the amount to be retained will not exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less) will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

(a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible the bonds, securities and other instruments must be of a character approved by the Director of the Oregon Department of Administrative Services, including but not limited to:

- (i) Bills, certificates, notes or bonds of the United States.
- (ii) Other obligations of the United States or agencies of the United States.
- (iii) Obligations of a corporation wholly owned by the federal government.
- (iv) Indebtedness of the Federal National Mortgage Association.
- (v) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.
- (vi) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008; or

(b) that the Contractor be allowed, with the approval of the Owner, to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Owner has accepted the Contractor's election of option (a) or (b) above, or an interest-bearing account under ORS 279C.560(5) for a contract of \$500,000 or less, Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request to deposit a surety bond under option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainage.

For a contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a contract of \$500,000 or less, if the Contractor requests that the Agency deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.560(5).

E.5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) Days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within fifteen (15) Days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) Days after the end of the 15-Day period.

E.5.1.4 In accordance with the provisions of ORS 279C.560, if the Owner accepts bonds, securities or other instruments deposited as provided in paragraph (a) of subsection E.5.1.2, the Owner shall reduce the moneys held as retainage in an

amount equal to the value of the bonds, securities and other instruments and pay the amount of the reduction to the Contractor in accordance with ORS 279C.570.

E.5.1.5 Contractor agrees that if Contractor elects to reserve retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to and the Contractor shall comply with all applicable legal requirements.

E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

E.5.2 As provided in subsections C.2.2 and C.2.3, additional withholding in the amount of 25% of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by section C.2.1.

SGC-7 Add the following at the end of SECTION E PAYMENTS:

E.7 REPORT OF SUBCONTRACTORS PAID: Following each payment to Contractor, including final payment and any progress payments, Contractor shall submit to the Owner ODOT Form 734-2882, Paid Summary Report. Contractor shall complete and submit the form as specified in the form instructions, which are available online, along with the form at: <http://www.oregon.gov/ODOT/Forms/2ODOT/2882.pdf>

SGC-8 Add the following at the end of Section F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC:

F.2.7 UTILITY FACILITIES: This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

SGC-9 Amend the first sentence of Section G.2.1 as follows (deletions shown in strikethrough):

G.2.1 When the Contract Price is \$100,000 or more ~~(or \$50,000 or more in the case of Contracts for highways, bridges and other transportation projects)~~ the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price.

SGC-10 Delete Section G.3 INSURANCE in its entirety and replace with the following:

G.3 INSURANCE

G.3.1 **Contractor:** The Contractor shall obtain the insurance specified below prior to the execution of the Contract. The Contractor shall maintain the insurance in full force at the Contractor's expense throughout the duration of the Contract and all warranty periods that apply.

G.3.1.2 **Subcontracting:** If the Contractor specifies prior to the execution of the Contract that a Subcontractor will satisfy an insurance requirement, that is permitted to be satisfied by a Subcontractor, the Contractor shall obtain Owner approval of Subcontractor and Subcontractor's insurance coverage(s), at least 35 Calendar Days prior to commencement of subcontracted work. After the Contractor receives Owner approval of the Subcontractor, the Contractor may contractually obligate the Subcontractor to obtain and maintain, at the Subcontractor's expense or at the Contractor's expense, the insurance permitted.

G.3.1.3 The Contractor shall require that all Subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. The Contractor shall obtain proof of the required insurance coverages, as applicable, from any Subcontractor providing services related to the Contract.

G.3.1.4 Neither the insurance provided by Subcontractor(s) nor any agreements Contractor or Subcontractor(s) may enter into shall place any limitation on the liability or indemnification obligations of the Contractor under applicable law or the Contract.

G.3.1.5 **Insurance Provisions:** The Contractor and Subcontractor(s), if any, shall obtain insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and that are acceptable to Owner. Insurance coverage shall be primary and noncontributory with any other insurance and self-insurance, with the exception of Workers' Compensation/Employer's Liability. The Contractor, or appropriate Subcontractor, but not Owner, shall pay for all deductibles, self-insurance retentions and self-insurance, if any.

G.3.2 **Workers' Compensation and Employer's Liability:**

- G.3.2.1 All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.
- G.3.2.2 All employers, including the Contractor and Subcontractor(s), if any, exempt under ORS 656.126(2) and subject to any other state's Workers' Compensation law, shall provide Workers' Compensation Insurance coverage as required by applicable Workers' Compensation laws. The coverage shall also include Employer's Liability Insurance with limits not less than \$500,000 each accident.

G.3.3 Liability Insurance:

- G.3.3.1 Commercial General Liability: The Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance written on an occurrence basis and covering bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When Work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract. . The annual aggregate limit shall not be less than the dollar amount specified in the Contract.

	Per Occurrence	Annual Aggregate
Commercial General Liability	\$2,000,000	\$5,000,000

- G.3.3.2 Commercial Automobile Liability: The Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount specified in the Contract.

	Combined Single Limit Per Occurrence
Commercial Automobile Liability	\$1,000,000

- G.3.3.3 Extended Reporting: If any of the required liability insurance is permitted to be and is on a "claims made" basis, the Contractor or Subcontractor who provided the insurance coverage, shall obtain an extended reporting period on the claims made policy or maintain the claims made policy for a duration of at least 24 months from the date the applicable work has been completed and accepted by Owner or the date of Final Completion. This extended reporting requirement shall be satisfied with documentation of one of the following:
- Extended Reporting Endorsement;
 - Tail Coverage; or
 - Maintaining the applicable continuous claims made policy with liability coverage.
- G.3.3.4 Excess/Umbrella Liability: A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. Excess/Umbrella coverage must be at least as broad as that provided by the underlying primary insurance policies. In addition, the limits of the underlying primary insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage provided by the Excess/Umbrella Liability policy.
- G.3.3.5 Additional Insured: The liability insurance coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, shall include an Additional Insured Endorsement specifying the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents, and employees" as Additional Insureds, but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages that are permitted by Owner to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.
- G.3.3.6 Additional Insured – Commercial General Liability: Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to Owner.

G.3.3.7 Notice of Cancellation or Change: The Contractor shall provide at least 30 Calendar Days written notice to Owner before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverages. If a Subcontractor is providing insurance to meet the contract requirements, the Contractor shall provide at least 30 Calendar Days written notice to Owner before cancellation of, material change to, potential exhaustion of aggregate limits, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the State, Owner, County, City, or other applicable political jurisdiction or to Owner's governing body, board, or Commission and its members, and Owner's officers, agents, and employees.

G.3.3.8 Certificate(s) of Insurance: As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to Owner prior to execution of the Contract. As evidence of insurance coverages required by the Contract but permitted by Owner to be obtained by an appropriate Subcontractor, the Contractor shall furnish Certificate(s) of Insurance to Owner for approval on such coverages at least 35 Calendar Days prior to commencement of subcontracted work. The Certificate(s) shall:

- List the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured;
- Include all required endorsements or copies of the applicable policy language effecting coverage required by the Contract;
- Specify that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability; and
- Include a list of all policies that fall under the Excess/Umbrella Insurance if Excess or Umbrella Insurance is used to meet the minimum insurance requirement.

G.3.3.9 Owner Acceptance: All insurance and insurance providers are subject to Owner acceptance. If requested by Owner, the Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Owner's representatives responsible for verification of the insurance coverages required by the Contract.

G.3.3.10 Insurance Requirement Review: The Contractor agrees to periodic review of insurance requirements by Owner under the Contract and to provide updated requirements as mutually agreed upon by the Contractor and Owner.

SGC-11 Add the following at the end of SECTION H.2 SCHEDULE:

H.2.2 The Project Work schedule is essential to the Owner. The Contractor's failure to provide the schedule, schedule information, progress reports, or schedule updates when required will be cause to suspend the Work, or to withhold Contract payments as necessary to protect the Owner, until the Contractor provides the required information to the Owner's Authorized Representative.

H.2.3. Additionally follow requirements specified in Project Specification Volume 1 Sections 01 30 00 and 01 32 16.

SGC-12 Add a new subsection to Section J.4.1 as subsection (f) and renumber existing subsection (f) as subsection (g) as follows:

(f) If Contractor has liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon;

(g) If Contractor is otherwise in material breach of any part of the Contract.

SGC-13 Delete Section J.4.2 in its entirety and replace it with the following:

J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, including, in the event of the conditions set forth in Section J.4.1 (f) regarding Contractor's liquidated and delinquent debt, by offset or garnishing all monies due for any and all Work performed by the Contractor when appropriate, and otherwise recovering any liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State of Oregon. In addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

SGC-14 Add the following Section J.4.3 to Section J.4 OWNER'S RIGHT TO TERMINATE CONTRACT:

If a termination under this Section J.4 is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for convenience. (See Section J.5 TERMINATION FOR CONVENIENCE.)

SGC-15 Add the following at the end of Section K.1 RECORD DRAWINGS

In addition to providing Record Documents of the entire project, the Contractor shall maintain, on site, as-built record documents, to be available for review and inspection at all times by the ODOT Project Manager. This as-built record set must accurately depict any and all deviations from the Contract Drawings, including all changes and deviations of subcontractors, including final locations of all utilities both above and underground. The as-built record set is to also include all supplemental instructions and change orders. Documents are to be kept clean, be accurate, easy to read, devoid of dirt, stains, smudges, etc. Contractor is to identify reference points and indicate by dimension all permanently concealed items. No mechanical or electrical work shall be permanently concealed until it is satisfactorily recorded on the as-built record set and evidence of such provided to the Architect. The approval of each application for payment is contingent upon on site approval of the built record documents by the Architect and the ODOT Project Manager.

SGC-16 Add the following at the beginning of SECTION K CONTRACT CLOSEOUT:

As a condition of final payment, Contractor shall complete and sign the Contract Closeout Checklist form provided by Owner. If accepted by Owner, Contractor's delivery of the certification as required in K.3 of the Checklist will be deemed to be compliance with the requirements of Section K.3 below and Contractor's delivery of the information required in K.7 of the Checklist will be deemed to be compliance with the requirements of Section K.7 below.

SGC-17 Delete Section K.4.1 and replace with the following:

K.4.1 Contractor shall provide Owner notice of Substantial Completion. The notice of Substantial Completion shall state the date of Substantial Completion, and shall be submitted to the Owner's Authorized Representative. The notification may be communicated verbally to the Owner's Authorized Representative, sent electronically via email, or sent as a hard copy in the mail. Upon receipt of notification of Substantial Completion, the Owner's Authorized Representative will perform a final project inspection and provide the Contractor with the project Punchlist, which shall also serve as the Owner's written notice of Substantial Completion. Once all Punchlist items have been completed to the satisfaction of the Owner's Authorized Representative, the Owner's Authorized Representative will provide Contractor with a Contract Closeout Checklist form. Contractor shall complete and sign the form and submit it to the Owner's Authorized Representative. The Owner's Authorized Representative will provide the final signature on the form upon which date Final Completion shall take effect.

EXHIBIT 7 – RESERVED

EXHIBIT 8

CONTRACT CLOSEOUT COMPLIANCE CHECKLIST

Contract Number	
Contract Name	
Contractor	
Owner's Authorized Rep.	

This checklist is intended to assist Owner and Contractor in complying with the Contract Closeout and Final Payment requirements in the General Conditions for Public Improvement Contracts, Sections K and E.6:
<http://www.oregon.gov/das/Procurement/Guiddoc/GenCon4PI.pdf>

Owner will mark "NA" by any requirement that is not applicable to the Contract. Contractor's and Owner's Authorized Representatives shall place their initials by each requirement listed below that has not been marked "NA" by Owner, and provide a signature at the end of the Checklist.

Keep a copy of the signed form in the Contract Administration file. Email a copy to the ODOT Procurement Office. For ESB contracts, also email a copy to your Office of Civil Rights Field Coordinator.

Requirements	Mark NA if not applicable	Date completed	Contractor initials	Owner initials
K.1 Record Documents submitted				
K.2 O & M Manuals submitted				
K.3 Certification/Release of Claims By Contractor's signature below, Contractor certifies and agrees to the following: All Subcontractors and suppliers have been paid in full or will be paid in full out of the final payment, and in compliance with all prompt payment requirements. All disputes with property owners have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project.				
K.4 Completion notices submitted Substantial Completion notice Date of substantial completion: Final Completion notice Date of final completion:				
K.5 Training sessions scheduled				

<p>K.6 Extra materials provided (List individually):</p> <p>K.7. Environmental Clean-up:</p> <p>Contractor hereby notifies Owner that all environmental cleanup that was performed as a part of this contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution.</p>				
<p>K.8 Certificate of Occupancy received by Owner</p>				
<p>K.9 Other Contractor Responsibilities (List individually):</p>				
<p>E.6 Contractor's final payment request submitted</p> <p>Final payment request approved by Owner</p>				

CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

Printed Name

Title

Signature

Date

OWNER'S AUTHORIZED REPRESENTATIVE:

Printed Name

Title

Signature

Date