

REQUEST FOR PROPOSALS (RFP)
(December 31st, 2018)

PORT OF SIUSLAW – Dredging and Disposal Project

The Port of Siuslaw (Port) is requesting proposals from qualified firms, for the dredging and disposal of sediments for the Port Harbor in Lane County, Oregon.

This request has been provided to proposers deemed by the Port to be qualified to perform the work.

This RFP has been provided to the proposer on Friday, December 14th, 2018.

Eligibility: Open.

Respond by hand or mail-delivered bid, or by email

If responding by mail, please use the Port physical address: Port of Siuslaw, Attn: Port Manager, 100 Harbor Street, Florence, OR, 97439. Emailing responses must be to David Huntington, Port Manager, manager@portofsiuslaw.com.

Proposal Receipt Deadline: December 31st, 2018

Bid Doc #1: REQUEST FOR PROPOSALS (December 31st, 2018)
PORT OF SIUSLAW – DREDGING & DISPOSAL

The Port of Siuslaw (Port) is soliciting bids for dredge & disposal project to dredge accumulated sediments Port's commercial basin, sport boat moorage basin, transient dock, and public launch ramp. The dredged sediments will be pumped to an adjacent existing disposal site, which has been authorized by Lane County. Although the site is bermed, sediment-laden water is expected to enter the Siuslaw River as the dredged materials dewater. The major project components of the work to be done under this contract are as follows:

Estimated Tasks & Materials	Unit	# Units
Dredge sediments from commercial basin, sport boat moorage basin, transient dock, and public launch ramp to -12' MLLW, per the methods, operations and equipment as outlined within the attached Dredging & Disposal Plan. Alternatives proposed to accomplish the authorized basin depths will be considered.	cy	10500
Overdredge (as directed by the Project Engineer)	cy	1500

Eligibility: Open.

- **Proposal Receipt Deadline: December 31st, 2018**

Work To be Completed, Selection Process, Contract Considerations and Required Submittals – The qualified bidder is referred to the Port of Siuslaw Website. Click “**Port of Siuslaw – Dredging & Disposal Bid Documents**” and then review and/or download **Bid Doc #1: REQUEST FOR PROPOSALS- PORT OF SIUSLAW – DREDGING & DISPOSAL**; **Bid Doc #2: Bidding Instructions**; **Bid Doc #3: PORT OF SIUSLAW ADDENDUM TO BIDDING INSTRUCTIONS**; **Bid Doc #4: BID SHEET (with Addendum)**, and **Bid Doc #5: SPECIFICATIONS AND DRAWINGS - DREDGING & DISPOSAL PROJECT**

Schedule / Timeline

- RFP announced: December 14th, 2018
- Bid Sheet provided: December 14th, 2018
- Proposal submission deadline: December 31st, 2018
- Selection: January 4th, 2019
- Execute agreement: January 9th, 2019
- Work Plan developed by Port and selected contractor: January 14th, 2019
- Deadline for completion of In-Water Work (Demobilization of equipment and piping not included): February 15th, 2019

Bid Doc #2 - Bidding Instructions

Standards

The proposed contractor is required to review the bid specifications provided for this project. Any deviation from the standards must be approved by the Port of Siuslaw and by the Engineer of Record.

Bid Opening & Selection

Proposals may be opened by the Port of Siuslaw at any time after the submission deadline (**December 31st, 2018**). All proposals satisfying the requirements of this request for proposals will be evaluated to establish which of the offers best fills the needs of the Port of Siuslaw and this project. The Port of Siuslaw anticipates entering into a contract with the selected offerer to execute the proposed work. This request for proposals, however, does not commit the Port of Siuslaw to award the contract or to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered. The Port of Siuslaw reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offers or to cancel this request for proposals, if it is in the best interest of the Port of Siuslaw.

The decision of the Port of Siuslaw shall be final. After the selection of a contractor the schedule may include a period of collaboration between the Port of Siuslaw and the selected contractor to better define, elaborate upon and/or fix the contractors exact and final scope of work, starting **January 9th, 2019**, and extending until **January 14th, 2019**

While the contractor should assume work begins immediately upon notification that they have been selected, the final scope will be defined by editing, redlining or adding superseding documents or drawings to the proposed scope of work as attached hereto. During that time pipe welding would be ongoing (**January 9th - January 14th**). Once contracted, with respect to the exhibit documentation, contractor warrants to the Port of Siuslaw that the scope of work reflected can be completed by the contractor, substantially similar to the preliminary scope, for the amount of the compensation set forth in the Bid Sheet.

Project completion (not including pipe and equipment demobilization) must be on or before **February 15th, 2019**.

Proposal Contents

1) Proposals, together with letters of transmittal, should include the bidder's description of the work that would be performed. The proposer may refer to, adopt as is or revise the **General Specifications, DREDGING & DISPOSAL PLAN** found in **Bid Doc #5** for this requirement.

2) For each exhibit, provide;

a) The team of people who would execute the work, including descriptions of the experiences and skills of each and his/her role in the team.

b) Names, addresses and descriptions of key subcontractors that your firm would employ and a description of their relevant experience the past performance. All subcontractors must be identified in the bid. The Port of Siuslaw must know if work is being done outside of your firm. The Port of Siuslaw reserves the right to approve all subcontractors that were not approved during the RFP process. Denial of a subcontractor by the Port of Siuslaw will not absolve the bidder from getting the work done for the contracted price.

c) The name of the person in your firm who will be the official contact person for any contractual relationship.

d) At least one comparable previous project in which the bidder has engaged, with names and telephone numbers of contacts with whom the bidder's previous performance can be discussed.

e) Examples from past projects that reflect the deliverables and the scope that are listed in the scope of work.

f) A schedule for the work, including the range of start dates to which your firm is prepared to commit, and anticipated completion dates. The schedule should work within the time frames outlined by the Port of Siuslaw. Any conflict in the two should be described.

g) Proof of insurance and bonding.

h) Completed Port of Siuslaw Bid Sheet, with detailed budget, and estimate for the full scope of work described in its entirety, and the anticipated cash flow.

3) Proposals must state that they are valid for a period of at least 90 days from the date of Executed Agreement (**January 9th, 2019**).

4) Proposals may be submitted by hard copy by hand or mail to the Port of Siuslaw, 100 Harbor Street, Florence, OR, 97439, or via email to the Port Manager, David Huntington, manager@portofsiuslaw.com. Please mark the submittal as: **PORT OF SIUSLAW – DREDGING & DISPOSAL PROJECT.**

Notes: The Port of Siuslaw reserves the right to waive irregularities, or reject any or all bids, and reserves the right to negotiate with the selected bidder in the event that the price exceeds available funds. The Port of Siuslaw may reject any bid not prepared and/or not submitted in accordance with the provisions hereof, and may waive any formalities. Any bid may be withdrawn by the bidder prior to the above closing deadline or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

Budget entries should be made in the same order as the exhibits listed on the Bid Sheet. No other bid forms or formats will be allowed except as part of the supplemental information described above (e.g. estimated detailed budgets).

Please see Bidding Instructions Addendum, entitled “Bid Doc #3: PORT OF SIUSLAW ADDENDUM TO BIDDING INSTRUCTIONS”

Bid Doc #3: PORT OF SIUSLAW
ADDENDUM TO BIDDING INSTRUCTIONS
FOR PUBLIC IMPROVEMENT PROJECT

Close Date: **December 31st, 2018**

Close Time: 4:00 pm (PST)

Project Name: Port of Siuslaw Dredging & Disposal

Owner's Contact: David Huntington, Port Manager
Phone: 541-997-3426; Email: manager@portofsiuslaw.com

Engineer of Record: Jack (John) Akin, MS, PE, Consulting Engineer
Office Phone: 541-474-9434; Cell Phone: 541-261-9929
Email: emc@emcengineersscientists.com

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Bid Doc #3: PORT OF SIUSLAW
ADDENDUM TO BIDDING INSTRUCTIONS

As announced on **December 14th, 2018**, the PORT OF SIUSLAW is soliciting offers for the **PORT OF SIUSLAW Dredging & Disposal Project**. The Project location may be seen in the attached maps and drawings attached to PORT OF SIUSLAW Specifications and Drawings. Principal work elements are enlisted in the Bidding Instructions, Bid Sheet and the PORT OF SIUSLAW Dredging & Disposal Plan. Estimated Project cost range for bonding purposes is \$100,000 to \$225,000.

Contract documents may be seen, downloaded or obtained from the website www.emcengineersscientists.com, and thence by clicking “**PORT OF SIUSLAW Dredging & Disposal Bid Documents**” and selecting the desired document. Contact person at the office is David Huntington. Offers must be received at PORT OF SIUSLAW office, by offer closing 4:00 p.m. (PST) on **December 31st, 2018**. Mailing address: PORT OF SIUSLAW, 100 Harbor Street, Florence, OR, 97439. Submit offers as previously described in a sealed envelope marked “**PORT OF SIUSLAW Dredging & Disposal Project.**” Pursuant to ORS 279C.370 Bidders are required to disclose information about certain first-tier subcontractors in the offer submission envelope. Plans and Specifications may be also obtained at the office of PORT OF SIUSLAW. Electronic files will be emailed upon request.

The Bidder must comply as applicable with ORS 279C.800 through ORS279C.870 or 40 USC 276a. Each Bidder must complete the Residency Statement, attached to the Offer Form. Bidder shall be currently registered with the Construction Contractors Board (CCB), holding the proper registration for the work contemplated herein, at the time of submittal. All Subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Prevailing Wage Rates for Public Works Contracts in Oregon, when applicable, are available on line at http://www.oregon.gov/boli/WHD/PWR/Pages/January_2014_Index.aspx.

Offers will be opened after 4:00 p.m. (PST). As afore-stated in the posted Bidding Instructions, PORT OF SIUSLAW reserves the right to reject any offer not in conformity with the offer requirements, or the right to reject all offers if it is in the best interest of PORT OF SIUSLAW.

ADDED INSTRUCTION TO BIDDERS

1. Contact Information

1.1 Owner Contact Information: Bidders may direct all questions concerning the Contract Documents in writing, no later than seven (3) calendar days prior to offer opening to PORT OF SIUSLAW , PORT OF SIUSLAW, 100 Harbor Street, Florence, OR, 97439. Contact person at the office is David Huntington, office phone 541 997-3426, email port@portofsiuslaw.com. PORT OF SIUSLAW is herein used synonymously with the term “Owner” as used throughout the bid documents.

1.2 Engineer of Record’s Representative Information: Questions concerning Drawings or Specifications should be directed in writing, no later than seven (7) calendar days prior to offer opening to the Engineer of Record, Jack Akin, EMC-Engineers/Scientists, LLC, 450 Conestoga Circle, Jacksonville, Oregon 97530, telephone number (541) 474-9434, cell phone ((541) -261-9929) email emc@emcengineersscientists.com.

2. General Information

2.1 Scope of Work: The work contemplated under this contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for and reasonably incidental to, the completion of all work in connection with the project described in the Contract Documents.

2.2 Preparation: Special care should be exercised in the preparations of offers. Bidders must make their own estimates of the facilities and difficulties attending the performance of the work, including local conditions, uncertainty of weather, permit conditions and all other contingencies.

2.3 Discrepancies: If a Bidder finds discrepancies in, or omissions from the plans, specifications, contract documents, or have doubt as to their meaning; the Bidder shall at once notify the Owner. The Owner will then investigate and determine if an addendum will be issued.

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

This invitation to offer and the resulting Contract are subject to the Bureau of Labor and Industries (BOLI) wage requirements, which are incorporated by reference:

Prevailing Wage Rates for Public Works Contracts in Oregon are available on line at http://www.oregon.gov/boli/WHD/PWR/Pages/January_2014_Index.aspx.

3. Offer Preparation

3.1 Offers are Offers: The offer is the Bidder's offer to enter into a contract which, if the offer is accepted for award, binds the Bidder to a contract and the terms and conditions contained in the invitation to offer. A Bidder shall not make the offer contingent upon the Owner's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the Invitation to Offer.

3.2 Offer Form: The offer response shall be made on the form provided in the Invitation to Offer as prescribed by the Owner (Bid Sheet). The Bidder may not alter, modify or change the offer form except as directed by offer addendum. Bidders are required to use the form provided within the Contract Documents. Offers may be rejected if they contain any recapitulation or restating of the work to be done, disclaimers, exceptions or other limitations. All offers must be sealed, typewritten or prepared in ink and must be submitted on the Offer Form. No oral, telegraphic, telephone or facsimile offers will be accepted.

3.3 Addenda: The Owner reserves the right to make changes to the Invitation to Offer and the resulting contract, by written addenda, prior to the closing time and date. The Owner is not responsible for an Bidder's failure to receive notice of addenda. Addenda shall only be issued by the Owner and upon issuance are incorporated into the Contract Documents or the resulting contract. If required by addendum, Bidders shall sign and return the addendum prior to the offer closing time and date.

3.4 Examination of Plans, Specifications and Work Site: It is understood that a Bidder, before submitting its offer, had made a careful examination of all plans, specifications, and contract documents; that the Bidder is fully informed as to the quality and quantity of materials and character of work required; and that the Bidder had made a careful examination of the location and conditions of the work and the sources of supply for materials. It is further understood that an offer awarded hereunder is subject to the Owner being able to comply with all zoning ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for the structure or structures contemplated in the offer documents, and any or all of which conditions may be contained in the contract and if such conditions are not satisfied may result in termination of the contract. The Owner will in no case be responsible for any loss of for any unanticipated costs that may be suffered by the contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the work.

3.5 Construction Contractor's Board (CCB): The Bidder shall be currently registered with the CCB, holding the proper registration for the work contemplated herein, at the time of offer submittal. All subcontractors participating in the project shall be similarly registered with the CCB at the time they propose to engage in subcontract work or valid license from the Oregon State Landscape Contractor's Board, as defined by ORS 671.530. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

3.6 Delinquent Oregon Taxes: No contract will be awarded to a Bidder who cannot certify they are not in any violation of Oregon tax laws. For purposes of this requirement, "Oregon Tax Laws" means those programs listed in ORS 305.380 (4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

3.7 Drug Testing Program: Bidder must have a “Qualifying Employee Drug-testing Program” pursuant to ORS 279C.505.

3.8 First-Tier Subcontractor Disclosure Instructions: Pursuant to ORS 279C.370, Bidders are required to disclose information about certain first-tier subcontractors when the Owner 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, it would be greater than or equal to: (i) 5% of the project offer, 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 offer submission or within two (2) working hours after offer closing:

- a) The subcontractor’s name,
- b) The category of work that the subcontractor would be performing, and
- c) The dollar value of the subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate “NONE” on the accompanying Disclosure Form. The Owner MUST reject an offer if the Bidder fails to submit the disclosure form with this information by the stated deadline. OAR 137-049-0360. The bidder shall submit the disclosure form required by OAR 137-049-0360 either in its offer submission or within two (2) working hours after Offer Closing in the manner specified by the Invitation to Offer.

Compliance with the disclosure and submittal requirements of ORS 279C.370(2) and (3) and these instructions is a matter of responsiveness. Offers which are submitted by Offer 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. The Owner shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and OAR 137-049-0360. The Owner shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Owner 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.370.

3.9 Use of Brand or Trade Names: Any brand or trade names when used are for the purpose of establishing a basis of quality, certain machinery, equipment or kinds of materials, either by description or process or by designating a manufacturer by name and referring to its brands or product designation, or by specifying a kind of material.

It is not the intent of this contract to exclude other processes, equipment, or materials of equal quality, value, utility or merit. Whenever a process is designated or a manufacturer’s name, brand or item is designated or described, it shall be understood that the words “or Equal” follow such name, designation or description, whether in fact they do so or not. For those items designated with “or Approved Equal”, approval shall be obtained prior to the offer closing in accordance with Equipment, Methods or Material Substitution. Any items designated “as Required”, no substitutions will be considered.

3.10 Equipment Methods or Material Substitution: When a brand name(s) is required by the specifications, all Bidders shall provide the specified product unless another product or products are approved through product substitution. Bidders may request approval in writing on company letterhead to the Engineer of Record’s Representative, not less than ten (10) calendar days prior to offer closing. Each request shall contain sufficient information to determine product acceptability. A product substitution request that is not complete may not be considered.

The Engineer of Record's Representative shall determine, in its sole discretion, whether a Bidder's requested substitution is "Equal". Approval of any substitute equipment, method or materials shall be issued in the form of an Addendum issued no later than seventy-two (72) hours prior to offer closing.

3.11 Bid Security: Each offer shall be accompanied by a certified or cashier's check or bid bond on the form included in the contract documents payable to the Owner in an amount equal to ten percent (10%) of the total amount offer. Bid Security shall be furnished to the Owner as security against failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award. If the undersigned fails to execute the Contract, furnish a Performance Bond and a Payment Bond, or furnish certificates of insurance, then the Owner may collect under the Bid Security.

3.12 Unit and Total Price: All designations and prices shall be fully and clearly set forth. The written offer price shall prevail over the numerical offer price.

3.13 Signature on Offer: Offers must be signed in ink by an authorized representative of the Bidder. Signature on an offer certifies that the offer is made without connection with any person, firm or corporation making an offer for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on an offer also certifies that the Bidder had read and fully understands all specifications, terms and conditions. No consideration will be given to any Claim resulting from offering without comprehending all requirements of the Contract Documents OAR 137-049-0260(3).

3.14 Protest of Offer Requirements: Bidders may, in writing protest or request changes of any specifications or contract terms. This written protest or request must be received by the Owner unless stated differently in the offering documents no later than ten (10) calendar days prior to the Offer Closing date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the offer specifications or contract terms. Envelopes containing offer protests shall be marked identifying the project name, closing date, time and include the words "Offer Protest".

4. Offer Submission

4.1 Submission Location: The offer and all required attachments must be received at the office of PORT OF SIUSLAW, 100 Harbor Street, Florence, OR, 97439. Attention: David Huntington, Port Manager. Submit the offer by hand, mail or email, marked "**PORT OF SIUSLAW Dredging & Disposal Project**".

4.2 Subcontractor Disclosure Form Submission: The Subcontractor Disclosure Form must be received with the offer submission or by 4:00 p.m. (PST) on the offer closing date.

4.3 Subcontractor Responsiveness: Compliance with the Subcontractor Disclosure and submittal requirements of ORS 279C.370(2) and (3) and this rule is a matter of responsiveness. Offers which are submitted by offer closing, but for which the Subcontractor Disclosure submittal has not been made by the specified deadline, are not Responsive and shall not be considered for contract award.

4.4 Offer Modification: Once submitted, offers may be modified in writing prior to the time and date set for offer closing.

Modifications shall be prepared on the Bidder's letterhead, signed by an authorized representative of the Bidder, state that the new document supercedes or modifies the prior offer and be submitted in a sealed envelope, appropriately marked identifying the project name, closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable.

4.5 Offer Withdrawals: An offer may be withdrawn prior to the offer closing time and date. Offers may be withdrawn in writing, on the Bidder's letterhead, signed by an authorized representative of the Bidder.

4.6 Late Offers: No offer received after offer closing time will be considered. The Owner shall not be responsible for the proper identification and handling of any offer not submitted in the proper form or specified location.

5. Offer Opening

5.1 Offer Reading: Offers will be opened at PORT OF SIUSLAW office after 4:00 p.m. (PST), **December 31st, 2018**. Award decisions will not be made at the offer opening.

6. Offer Results

6.1 Offer Notification: To obtain offer results, notes may be taken at the public reading of the offer or a personal inspection may be made of the offer files at a later date, by appointment only, during regular business hours. Awarded offer files are public records and available for review upon request to the Owner.

6.2 Offer Tabulation: Bidders may request tabulations of offers from the Owner. Each request for offer tabulation must be written indicating the project name, offer closing date, your name and mailing address.

7. Offer Evaluation and Award

7.1 Offer Award: A contract may be awarded to the Lowest Responsible/Responsive Bidder, subject to the provisions of the offer requirements. The competency and responsibility of the Bidders and of their proposed subcontractors will also be considered in making the award.

7.2 Lowest Responsible/Responsive Bidder: Offers will be evaluated to identify the "lowest responsible/responsive Bidder". The "lowest responsible/responsive Bidder" is the lowest Bidder who has substantially complied with all requirements of the Contract Documents and who can be expected to deliver promptly and perform reliably.

7.3 Method of Award: Offer award will follow the procedure set forth in the Contract Documents, the Owner's Public Contract Rules and the Oregon Attorney General's Model Public Contract Rules in that order of priority. The Owner reserves the right to make the award by item, groups of items, entire offer, alternative offer or add/deduct whichever is in the best interest of the Owner.

7.4 Unit and Total Price: The price per item shall be clearly shown in the space provide in the Bid Sheet The pricing shall be extended to show the total when required. In case of errors in extension the unit price shall prevail. The written unit price shall prevail over the numerical unit price.

7.5 Cash Discounts: Cash discounts will not be considered for award purposes unless stated in the Contract Documents.

7.6 Oregon Preference: Awards shall be subject to preference for products produced or manufactured in Oregon, price, fitness and quality being equal as defined by ORS 279A.120.

7.7 Reciprocal Law: In determining the lowest responsible Bidder, a nonresident Bidder eligible to receive a preference in the state that the Bidder resides, shall have that same percentage preference added to the offer amount, pursuant to ORS 279A.120.

7.8 Offer Rejection: The Owner may reject any offer not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all offers upon a finding of the Owner that it is in the public interest ORS 279C.395.

7.9 Protest of Award: An adversely affected or aggrieved Bidder may protest contract award within the time stipulated in the bidding documents per OAR 137-049-0450, this timeline shall be no more than ten (10) calendar days following issuance of the written tentative notice of award. Notice of contract award shall consist of either a notice to the apparent lowest Bidder or issuance of the Notice to Proceed (whichever is earliest). Unsuccessful Bidders are not generally notified that a contract is awarded. 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 responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive contract award.

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 established timelines. Pursuant to OAR 137-049-0450, no protest against award because of the content of the specifications or contract terms shall be considered after the deadline established for submitting protests for specifications or contract terms.

8. Contract Period and Notice to Proceed

8.1 Contract Performance Period: The Bidder shall note the contract period in calendar days which begins with the Notice to Proceed and ends with the Final Completion Date. The Bidder should make due allowance for any specified on-site work restrictions or other probable difficulties (weather, high water etc.) which may be encountered to assure that the work can be accomplished on schedule within the contract period.

8.2 Public Works Bond: The Bidder, shall file with the Construction Contractors Board and maintain in full force and effect a public works bond prior to starting work on the project. The Bidder will also require in every subcontract that the subcontractor file a public works bond prior to starting work on the project, unless exempt. ORS279C.830(2)

8.3 Performance Bond: The Bidder, to whom award is made, must enter into written Contract within fourteen (14) calendar days after the prescribed forms are presented to them for signature. Failure to enter into a Contract may result in bid bond forfeiture and result in award to the next lowest responsible/responsive Bidder. A 100% performance bond is required in the full amount of the Contract price.

8.4 Schedule of Values: Following the contract award and issuance of the notice to proceed the Contractor shall within ten (10) calendar days submit a lump sum offer cost breakdown, separated in major items of work on the form as provided by the Engineer of Record's Representative.

Unless objected to by the Owner, this cost breakdown and the amount of accepted work performed shall be used as the basis for determination of progress payments to the Contractor during the construction period.

9. Anticipated Project Schedule

See “Bid Doc #1”, Schedule/Timeline.

End of Instruction to Bidders Addendum

**ATTACHMENT “A” – OFFER FORM
RESIDENCY INFORMATION**

ORS 279A.120 states “In determining the lowest responsible Bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the offer/proposal 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.”

“Resident bidder” means a Bidder that has paid unemployment taxes or income taxes in this state during the twelve (12) calendar months immediately preceding submission of the offer, has a business address in this state and has stated in the offer whether the Bidder is a “resident bidder”.

“Non-resident bidder” means an Bidder who is not a “resident bidder” as defined above.

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 your 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 your 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): _____

ATTACHMENT "B" – OFFER FORM

REFERENCES

Bidder shall provide a list of three (3) different project references, one of which must be a governmental body with their Offer that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope.

Project Reference #1

Name of Project: _____

Project Location: _____

Project Date: _____

Project Owner Name: _____

Name of Contact Person #1:

Telephone Number / Fax Number for Contact Person #1:

Project Reference #2

Name of Project: _____

Project Location: _____

Project Date: _____

Project Owner Name: _____

Name of Contact Person #1:

Telephone Number /Fax Number for Contact Person #1:

Project Reference #3

Name of Project: _____

Project Location: _____

Project Date: _____

Project Owner Name _____

Name of Contact Person #1:

Telephone Number /Fax Number for Contact Person #1:

BID BOND

We, _____, as "Principal,"
(Name of Principal)

and _____, an _____ Corporation,
(Name of Surety)

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 PORT OF SIUSLAW "Owner" the sum of (\$_____) _____ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or offer to the Owner in response to Owner's procurement document for the project identified as: **PORT OF SIUSLAW Dredging & Disposal Project**, which proposal or offer 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 offer pursuant to ORS 279C.365 (4) and the procurement document.

NOW, THEREFORE, if the proposal or offer submitted by Principal is accepted, and if a contract pursuant to the proposal or offer 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 the Owner its good and sufficient performance and payment bonds required by the Owner within the time fixed by Owner, 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: _____

By _____
Signature

BY ATTORNEY-IN-FACT:

Official Capacity

Name

Attest: _____
Corporation Secretary

Signature

Address

City State Zip

Phone Fax

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)**

Offers which are submitted by Offer Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

OWNER SUPPLIED INFORMATION:

PROJECT NAME: PORT OF SIUSLAW – Dredging & Disposal Project
OFFER CLOSING Date: December 31st, 2018 Time: 4:00 p.m. (PST)
Deliver Form To: PORT OF SIUSLAW
Designated Recipient: David Huntington, Port Manager
Owner’s Address: 100 Harbor Street, Florence, OR, 97439, email: manager@portofsiuslaw.com

INSTRUCTIONS:

The Owner will insert "N/A" above if the contract value is not anticipated to exceed \$100,000. Otherwise this form must be submitted either with the offer or within two (2) working hours after the advertised offer closing date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of Bidders to submit this disclosure form and any additional sheets, with the offer number and project name clearly marked, at the location indicated by the specified disclosure deadline (**December 31st, 2018**).

List below the Name, Category of Work and Dollar Value for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. 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.	_____	_____	_____

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 #: _____

AGREEMENT

THIS AGREEMENT, between PORT OF SIUSLAW , a special district of Lane County, hereinafter called the “Owner and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called the “Contractor” for the Project entitled “**PORT OF SIUSLAW Dredging & Disposal Project**”, hereinafter called the “Project”.

This Agreement means “Contract” and/or “Contract Documents” includes the following:

- (A) Public Notice
- (B) Instruction to Bidders
- (C) Approved Material, Product or Equipment Substitutions
- (D) Revised Bid Sheet
- (E) Residency Statement
- (F) First-Tier Subcontractor Disclosure Form
- (G) Bid Security
- (H) Drawings
- (I) Specifications
- (J) General Conditions for Public Improvement Contracts
- (K) Supplemental General Conditions
- (L) Addenda
- (M) Payment Bond
- (N) Performance Bond
- (O) Notice of Intent to Award
- (P) Agreement
- (Q) Agreement Amendments
- (R) Insurance Certificates
- (S) Notice to Proceed
- (T) Change Orders
- (U) Approved Shop Drawings
- (V) Notice of Substantial completion or Project Acceptance
- (W) Warranty Period

WITNESSETH: That for and in consideration of, the payments and Agreement hereinafter mentioned:

The Contractor will commence and complete the construction of the Project. The Contractor acknowledges receipt of all Contract Documents in existence at the date the Agreement is signed; and

The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein; and

In the event the Contractor fails to complete the work within the stipulated contract period, the Contractor shall be liable for and shall pay to the Owner a penalty in the amount of two-hundred and fifty dollars (\$250.00) per calendar day to commence on the first calendar day after the required completion date and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents; and

The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the fixed sum of \$ _____
Unless the Contract Price is modified by executed Change Order; and

The Contractor shall certify in the Agreement, and it shall be a condition of the bond, as provided by ORS 279C.800 through 279C.878, that in performing this Agreement the Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the public notice, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of this Contract; and

The Contractor certifies and shall comply with all applicable Public Contract Laws to include ORS 279C.500 to ORS 279C.530 and the Oregon Worker's Compensation Laws as required by ORS 656.017 or the Davis Bacon Act 40 USC 276a; and

The Contractor shall pay a fee equal to one-tenth of one percent (0.1 percent) of the price of this Contract. The fee shall be paid on or before the first progress payment or 60 calendar days from the date work first began on the Contract, whichever comes first. The fee is payable to the Bureau of Labor and Industries; and

The Contractor certifies, under penalty of perjury, that the Contractor's Company is not in violation of any Oregon tax laws; and

The Contractor has read and fully understands all Contract Documents, Contract terms and conditions and understands that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same; and

The Owner agrees to pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order; and

Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect. Any attorney fees, costs and disbursements necessary to enforce this Contract through litigation including appeals shall be awarded to the prevailing party. Any mediation or arbitration costs shall be split equally between the parties; and

The Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in the county it is executed in; and

Failure to enforce any provision of this Contract does not constitute a continuing waiver of that provision, any other provision, or the entire Contract. Contractor waives any right to Claim mistake or misrepresentation regarding the terms and conditions of the Contract Documents and the present and/or reasonably foreseeable conditions which may affect the Project site(s); and

Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all "Subcontractor(s)" ad infinitum; and

The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon written signed consent of both parties. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

THE CONTRACT DOCUMENTS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITNG AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVEE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN NOTICE SPECIFIED HEREIN REGARDING THIS CONTRACT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

CONTRACTOR:

Company Name: _____ Signature: _____
Typed Name: _____ Title: _____
Federal Tax ID No.: _____ CCB Number: _____

OWNER:

Approved by Owner's Legal Counsel

Name: _____	Name: _____
Signature: _____	Signature: _____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

End of Agreement

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 Lane County 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 PORT OF SIUSLAW, 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 PORT OF SIUSLAW 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 Lane County 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 PORT OF SIUSLAW, or the above-referenced members, officers, employees or agents be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279, 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: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name

Signature

Address

City State Zip

Phone Fax

PERFORMANCE BOND

Bond No. _____
Solicitation _____
Project Name _____

_____ (Surety #1)
_____ (Surety #2)*

Bond Amount No. 1: \$ _____
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 PORT OF SIUSLAW 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, 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 PORT OF SIUSLAW, 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 above-referenced members, officers, employees and agents, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279, 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: _____

By _____

Signature

Official Capacity

Attest: _____

Corporation Secretary

SURETY: _____

[Add signatures for each surety if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each surety bond]

Name

Signature

Address

City

State

Zip

Phone

Fax

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS FORM

To: David Huntington
PORT OF SIUSLAW
100 Harbor Street
Florence, OR 97439

From: _____

Project: Parking Lot Reconstruction Project

In connection with our request for final payment for the above Project, I _____
Hereby state that

- All subcontractors and suppliers have been paid in full,
- All obligations on the Project have been satisfied,
- All monetary claims and indebtedness have been paid,
- All disputes with property Owners have been resolved,

To the best of my knowledge, there are no liens or claims of any kind outstanding against the Project.

Furthermore, I agree to indemnify and hold harmless PORT OF SIUSLAW from any and all Claims for labor or materials furnished under the Contract for the above Project.

Dated this _____ day of _____, 20____.

Contractor: _____

By: _____ Title: _____

State of Oregon

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____ Whom I know personally
 _____ Whose identity I proved on the basis of _____
 _____ Whose identity I proved on the oath/affirmation of _____
 a credible witness to be the signer of the above document, and he/she acknowledges that he/she executed the same.

S
 E Notary Public _____
 A
 L My Commission Expires: _____

Bid Doc #4: BID SHEET (with Addendum)

Port of Siuslaw Dredging & Disposal Project

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following itemized prices:

No.	Item	Describe	Price	Completion Date
1	Dredge sediments from commercial basin, sport boat moorage basin, transient dock, and public launch ramp to -12' MLLW, per the methods, operations and equipment as outlined within the attached Dredging & Disposal Plan. Alternatives proposed to accomplish the authorized basin depths will be considered.	Add sheet if needed		
2	Overdredge (as directed by the Project Engineer)	Add sheet if needed		
TOTAL LUMP SUM BID				

Amounts are to be shown clearly in figures.

The unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bid Sheet ADDENDUM

The undersigned, as Bidder, declares:

That the only persons or parties interested in this Offer as principals are those named herein; and

That this Offer is made without collusion with any other person, firm or corporation; and

That the Bidder has carefully examined the Contract Documents, Addenda, Specifications, Drawings, Dredge & Disposal Plan, etc. (Bid Doc #1, #2, #3, #4 and #5).

The Bidder acknowledges receipt, has read and understands all Contract Documents in existence at the date the Bid Sheet is signed. The Bidder waives all rights to plead any misunderstanding regarding the same.

If this Offer is accepted, the Bidder shall certify in the Contract Agreement, and it shall be a condition of the payment bond, as provided by ORS 279C.800 through 279C.870, that in performing this Contract the Bidder will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day and per week for and to each and every workman who may be employed in and about the performance of this Contract; and

The Bidder understands that if a contractor or first-tier subcontractor fails to pay for labor or services, the Port of Siuslaw can pay and withhold these amounts from payments due the Bidder. (ORS 279C.515)

The Bidder will pay daily, weekly, weekend, holiday overtime as required in (ORS 279C.540). The Bidder will provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work (ORS279C.520) The Bidder will pay for any medical services they have agreed to pay (ORS279C.530).

The Bidder shall comply with all applicable Public Contract Laws to include ORS 279C.500 to ORS 279C.530 and the Oregon Workers Compensation Laws as required by ORS 656.017; and

The Bidders Company has a valid Certificate of Registration with the Construction Contractors Board, in accordance with ORS 701 et. seq for all the work described herein. Bidders' Registration Number is _____ .

The Bidder by its signature, hereby attests or affirms under penalty of perjury that he/she is authorized to act on behalf of the Contractor in this matter, that he/she has authority and knowledge regarding the payment of taxes, and that the Contractor is, to the best of my knowledge, not in violation of any Oregon tax laws; and

The Bidder by its signature, hereby attests or affirms under penalty of perjury that I am authorized to act on behalf of Contract in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws; and

The Bidder has read, completed and attached to the Bid Sheet Attachment "A" Residency Information, and Attachment "B" References.

The Bidder is required to submit the First Tier Subcontractor Disclosure Form. If the Bidder will not be using any subcontractors that are subject to the disclosure requirements, the Bidder must indicate the word "NONE" on the Disclosure Form and comply with ORS 279C.370; and

The Bidder certifies by its signature on this Bid Sheet that the Bidder has a Qualifying Drug Testing Program in place for its employees, pursuant to ORS 279C.505; and

The Bidder agrees that failure to complete the work by the specified time will result in actual damage to the Owner. It is agreed that the Contractor shall pay to the Owner, not as a penalty but as liquidated damages, Two-Hundred and Fifty dollars (\$250.00) per day for each day elapsed past the date set for Final Completion, until such time as Final Completion has been obtained. Liquidated damages may be deducted by the Owner from any funds due the Contractor; and the Bidder will accept as full payment the amount earned under this Contract as set forth in the Bid documents, and that, if this Offer is accepted, the Bidder will Contract with the Owner, in the said form of Contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed; and

The Bidder by whom this Offer is submitted, and by whom the Contract will be entered into in the event the award is made, is

("a corporation", "a partnership" or "an individual")

doing business at _____
(street address)

(city, state, zip code)

which is the address where all communications concerned with this Offer and the Contract should be sent; and

The names of the president, treasurer and manager of the bidding corporation, or the names and residences of all persons and parties interested in this Offer as partners or principals are as follows; and

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

The name of the surety by which the Surety Bond covering the Contract, if awarded, will be furnished, and the name and address of the surety's local agent are as follows (attach a separate sheet if using more than one surety); and

Name of Surety _____

Name of Agent _____

Address _____

BIDDER:

Dated this _____ day of _____, 20 _____

Signature: _____

Typed Name: _____ Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax Identification Number: _____

End of Bid Sheet

Bid Doc #5: Specifications and Drawings

PORT OF SIUSLAW – Dredging & Disposal Project

Note: A general description of materials is provided below. Please do not hesitate to contact the Engineer of Record (Jack Akin, referred to below as “EMC”) with questions specific to this Bid Document, using the email address: emc@emcengineersscientists.com. The Site location is presented in the attached Vicinity Views.

THE PORT OF SIUSLAW IS AWARE THAT OTHER PROCESSES AND EQUIPMENT MAY BE ABLE TO ACCOMPLISH THE DESCRIBED TASKS FOR THIS PROJECT. ALL VIABLE PROPOSED METHODOLOGIES AND/OR EQUIPMENT THAT CAN COMPLETE THIS PROJECT BY PROJECT DEADLINE WILL BE CONSIDERED.

General Specifications

DREDGING & DISPOSAL PLAN

1.1 Dredging

The selected contractor would employ a hydraulic suction dredge for this project, as described within the Section below entitled **Equipment List for Plan** (or alternatives). This listing and cited drawings are examples of the type of equipment suggested by the Port to complete the work. The dredge would be deployed in the order as listed in the Dredge Area section below, unless Port management finds, during operations, that market and operational considerations dictate revisions in the order.

All runs of dredge pipe when dredging (see attached **EXHIBIT A**) would be entirely contained within the basins and upland and, where floating or surfaced, would be marked with flashing yellow lights (see attached **FIGURE C**) during any night operations if traffic concerns exist. After operations are completed in each area the dredge will be moved to the next area in sequence. The sediments would be pumped from the dredge and piped to upland disposal as described below.

1.2 Operational Summary

- a. Existing survey data shown has been supplied by EMC-Engineers/Scientists, LLC.
- b. Interpolated elevation data was used at several locations on this drawing in order to extend beyond the proposed dredging boundary.

- c. All areas of the Port's commercial basin, sport boat moorage basin, transient dock, and public launch ramp are to be dredged to -12 feet MLLW (and up to 2 foot overdredge), or to other depths as dictated by conditions, whichever is shallower (see attached drawing entitled **BATHYMETRIC SURVEY- Marina, Launch Ramps & Boat Docks**).
- d. Disposal pipe is specified to be 10-12 inch, SDR 11, 17 or 21 HDPE (see Figure C), with the total of pipe sections to be about 3000 feet, and subsequent engine horsepower and pump (centrifugal, slurry) characteristics are based on production rate capacity of the available dredge.
- e. The system is designed assuming a 440 hp hydraulic suction dredge, supplied with a rotating cutterhead/ladder system capable of pumping about 10-12 feet/second, 3000 GPM of 15-30% slurry as specified by the project engineer, providing an approximated 160 to 250 yd.³ per hour production rate. Utilizing these production rate assumptions, this project is expected to be completed in about 15-25 days, including mobilization/demobilization. Horsepower is specified as the movement of mass against head per unit of time.
- f. Pipe sections will be welded from 50' segments (see attached **Figures A and B**). Sections within the Port basin will be sunken by sediment only, and therefore will have potential to float when filled only with seawater. This can occur during purging, and safety precautions to avoid collisions with boaters must be taken during purging (pipe cleanout).
- g. Anchoring of the pipe will be completed as specified by the project engineer/manager to prevent uncontrolled horizontal drifting of pipe sections.
- h. All anchors, if used within navigable waters, will be marked by buoys and lighted as specified by the project engineer/manager.
- i. The end of the pipe will be managed so as to provide even loading of designated upland disposal area. Piping will begin to the most distal end of the upland disposal site and moved side to side, shortened as required, layered as determined by the Project Manager/Engineer during the project.
- j. An existing corrugated metal weir will be used to convey return water to a 24" HDPE pipe, which will thence be reduced to a 12" or 14" diameter outlet pipe.
- k. This outlet pipe will be placed to allow return water to flow back into the shoaled in areas, and the pipe will direct the return waters to stilled areas. This return outlet pipe or pipes, likely of 12" SDR 15.5 would be constructed into a "spreader" by positioning its outlet adequately upgradient to allow for occasional unplugging, and placing holes laterally on one or both sides of the pipe (perhaps 2" diameter), spaced to allow for even distribution of return water to flow along gentle slopes and through stilled sediments & algal growth.

1.3 Dredging Equipment List for Plan (Use the following or equivalent)

Dredge – Floating swing anchor and/or swinging ladder hydraulic suction dredge with cutter head.

The pump is expected to perform at about 75% efficiency, providing at least 150 feet of head and 3000 gallons per minute flow, up to an equivalent horsepower of 440, from which an estimated 40 – 50 hp is taken to drive the cutter head, spuds and swing anchor winches.

Tender Vessel – One-truck transported push boat dredge tender with a-frame, block and rigging, operating a winch.

Skiff – Small boat with outboard motor to assist with swing anchor, supplies, pipeline and other operations during project.

Fusion Welder - 10” – 12” self-aligning plastic (HDPE) pipe fusion welder.

Fork – Fork-over-cab or other adequate material handling truck, for upland move/demove loading and off-loading, and operations during the project.

Lowboy Trailer – Trailer with ramp for dredge move/demove, or equivalent.

Crane – Adequately specified crane capable (capacity dependant upon required off/on-loading, reach and method considerations).

Pipe – Approximately 3000 feet of 10” or 12” HDPE pipe, pressure rated according to specified standard dimensional ratio (e.g. SDR 11, 17, 21), welded to specified lengths, with flanges placed as determined on-site, as determined by the consulting engineer (EMC).

Other – Various in-house and purchased anchoring, rigging, lighting, buoys, floats and signage, as determined during project equipment mobilization.

2.0 Sediment Disposal

The sediment, after removal by a hydraulic dredge system, would be piped at an estimated 9 – 12 feet per second, to location(s) at the upland disposal site. Sediment piping distances and elevations are well within the capabilities of the specified dredging equipment described above. A pipeline (probably 10” or 12” diameter, plastic, welded) could be constructed, laid out along a nearby beachhead or basin embankment, towed to location, and anchored at crucial points to the along docks and/or along an upland route. See **Section 1.2.f.** through **k.** on Page 2 for details. An on-site meeting with the Engineer-of-Record prior to bid submission is recommended. **EXHIBITS A – D** demonstrate a typical (but not required) sediment disposal and dewatering operation. Alternatives will be reviewed by the Engineer-of-Record.

3.0 Horizontal and Vertical Control of Dredging Equipment

Horizontal positioning will be accomplished by using GPS positioning with differential GPS and dredge software, and assisted by line of sight positioning from the numerous

visual reference points in the harbor. This is feasible because all planned dredging will occur within the harbor where reference landmarks (i.e. boat slips, floating and permanent docks) are readily available. Vertical positioning is also accomplished by dredge software, assisted via a ladder gauge on the dredge. This gauge is to be regularly checked and adjusted with the tide gauge at the Port.

4.0 Dredge Area

The dredge area within the commercial basin, sport boat moorage basin, transient dock, and public launch ramp are to be dredged to -12 feet MLLW (and up to 2 foot overdredge), or to other depths as dictated by conditions, whichever is shallower. This area is indicated in the drawing attached below, dated 8/20/2018, entitled **Bathymetric Survey, Marina, Launch Ramp and Boat Docks**, is indicated on the drawing by a dotted hatch pattern.

5.0 Working Hours

Working hours for the duration of the project are anticipated to be 12 or more hours each day (Monday through Sunday).

6.0 Positioning & Progress Surveys

The Port will utilize a survey rod and/or sonar depth finder system to measure and confirm that basin floor design depths have been obtained, but not exceeded. Used in conjunction with the US Coast Guard posted vertical reference marker, or NOAA databased software applications, frequent measurements and recordings will be used to assist. The marker is a tide gauge, or a “tide board” with markings in tenths of feet, posted near in the Port basin. Depth readings will be recorded on existing contoured maps of the basin floors. The maps will be updated as a result of depth measurements taken after the dredging is completed.

7.0 Dredge Navigation

Navigation of the dredge is not anticipated to be difficult as it is conducted within the confines of the Port basins. Horizontal and vertical location of the equipment is observed throughout the project through use of the system described in Section 4.0 to monitor the basin floor elevation. HYPACK or alternative navigational software may be used to utilize present coordinates after having been adjusted to State Planar coordinates.

8.0 Vessel Traffic and Security

The Port is a working facility and anticipates being able to coordinate with Port management on how to both avoid interference with vessel traffic and complete the project within the permitted time constraints. The Port will notify the Coast Guard of

activities as required to comply with Coast Guard and Port regulations guiding operations in and near the Siuslaw River.

9.0 Protection of Port Facilities

The Port will conduct a photographic survey of the Port facilities prior to start of work. The facilities will be returned to the identical condition at project completion as they are found to be at project outset.

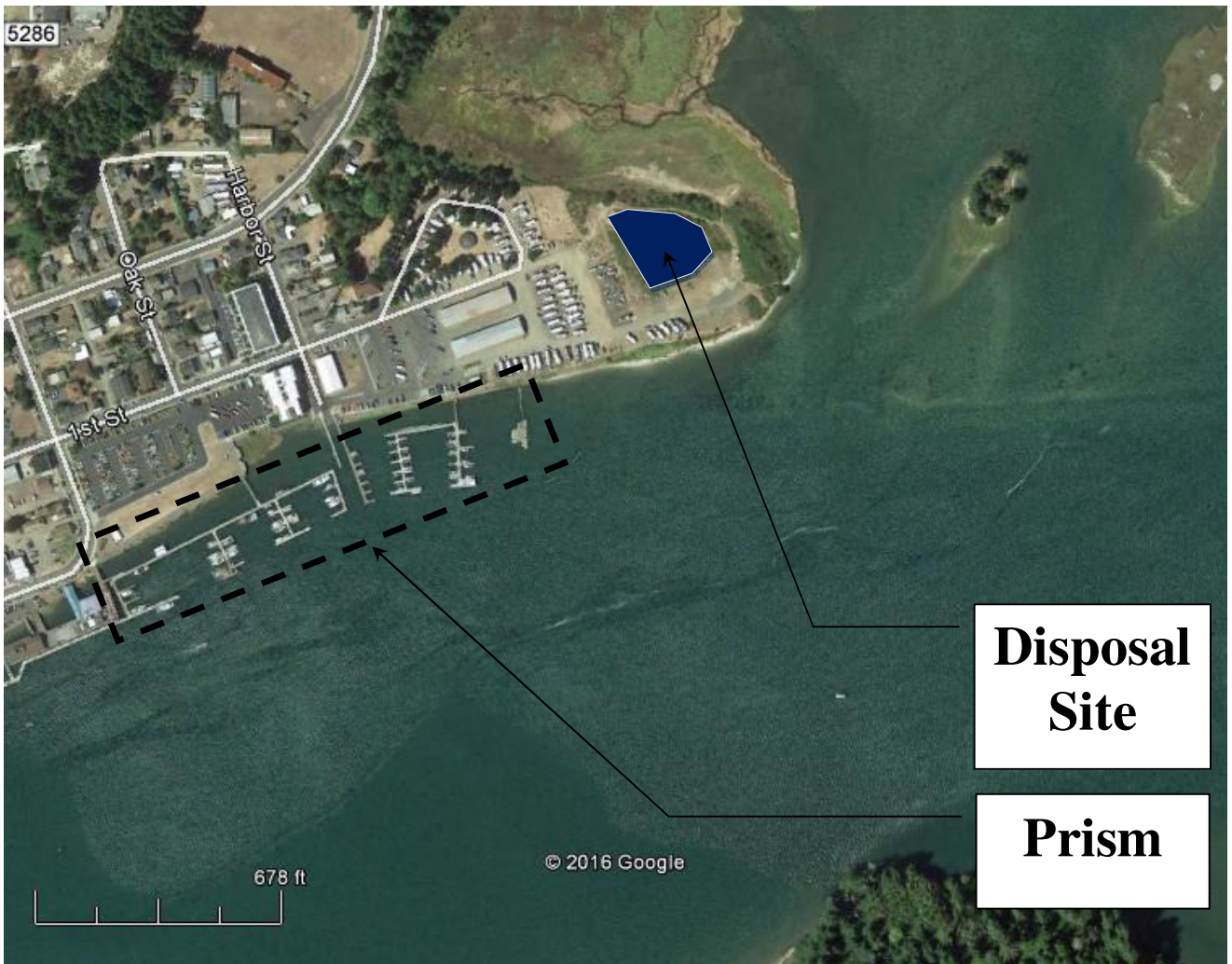
Sincerely,

A handwritten signature in blue ink, appearing to read 'Jack Akin', written in a cursive style.

Jack Akin, MS, PE
EMC, Engineers/Scientists, LLC
(on behalf of Port of Siuslaw, Oregon)

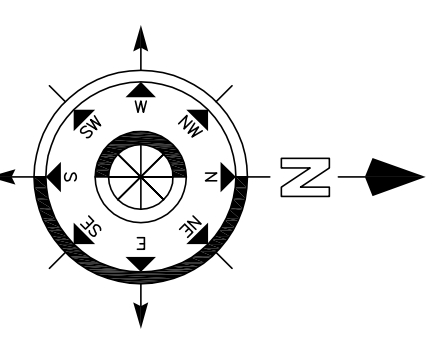
Figures & Drawings Below

VICINITY VIEWS



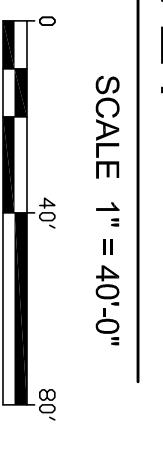


LEGEND
 --- CONTOUR FROM SURVEY DATED 10-22-13
 --- CONTOUR FROM SURVEY DATED 08-11-18



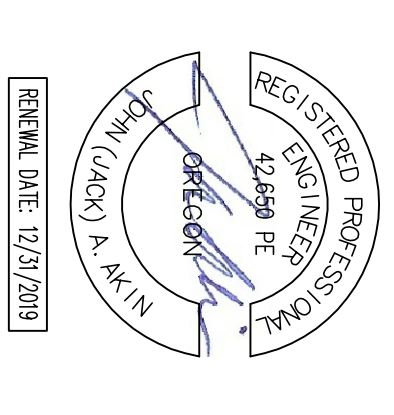
① DATE OF SURVEY: 08/11/2018

PORT SURVEY

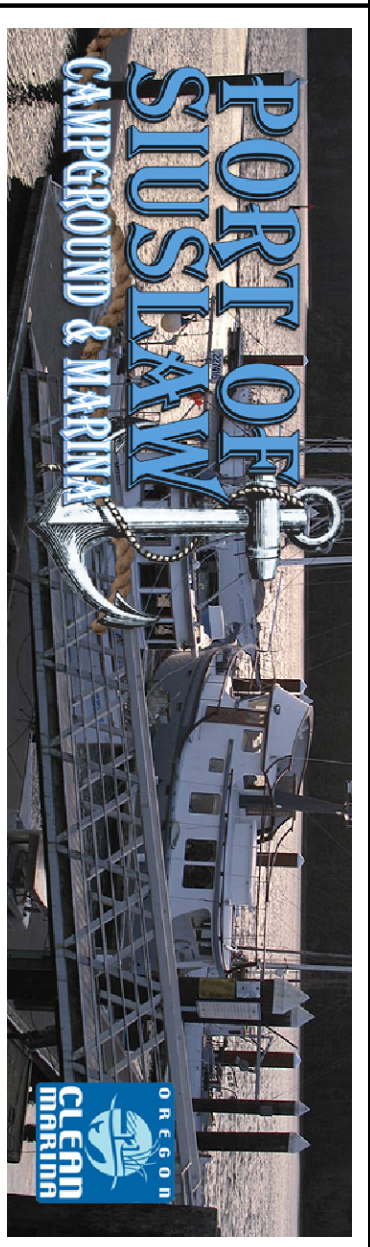


Volumes from Survey 10-22-13 and Survey 8-11-18
 Cut = 2428 Yards
 Fill = 24213 Yards FILL

SURVEY DATA SHOWN SUPPLIED BY
 EMC ENGINEERS/SCIENTISTS, LLC. BASIN SURVEY
 DATED: AUGUST 11, 2018



EMC
 - Engineers/Scientists, LLC (a Bioscope Technologies Affiliate)
 Grants Pass * Jacksonville * Medford, OR
 6700 NE Oregon Street, Suite 200, Grants Pass, OR 97527
 Phone: 531-235-1111
 Fax: 531-235-1112
 Email: info@emcengineers.com
 Website: www.emcengineers.com



PORT OF SIUSLAW
 100 HARBOR STREET
 FLORENCE OREGON

BATHYMETRIC SURVEY
 MARINA, LAUNCH RAMP
 AND BOAT DOCKS

DRAWN:	TAM
CHECKED:	JAA
DATE:	08/15/18

EXHIBIT A – Typical Dredge Pipe Routing

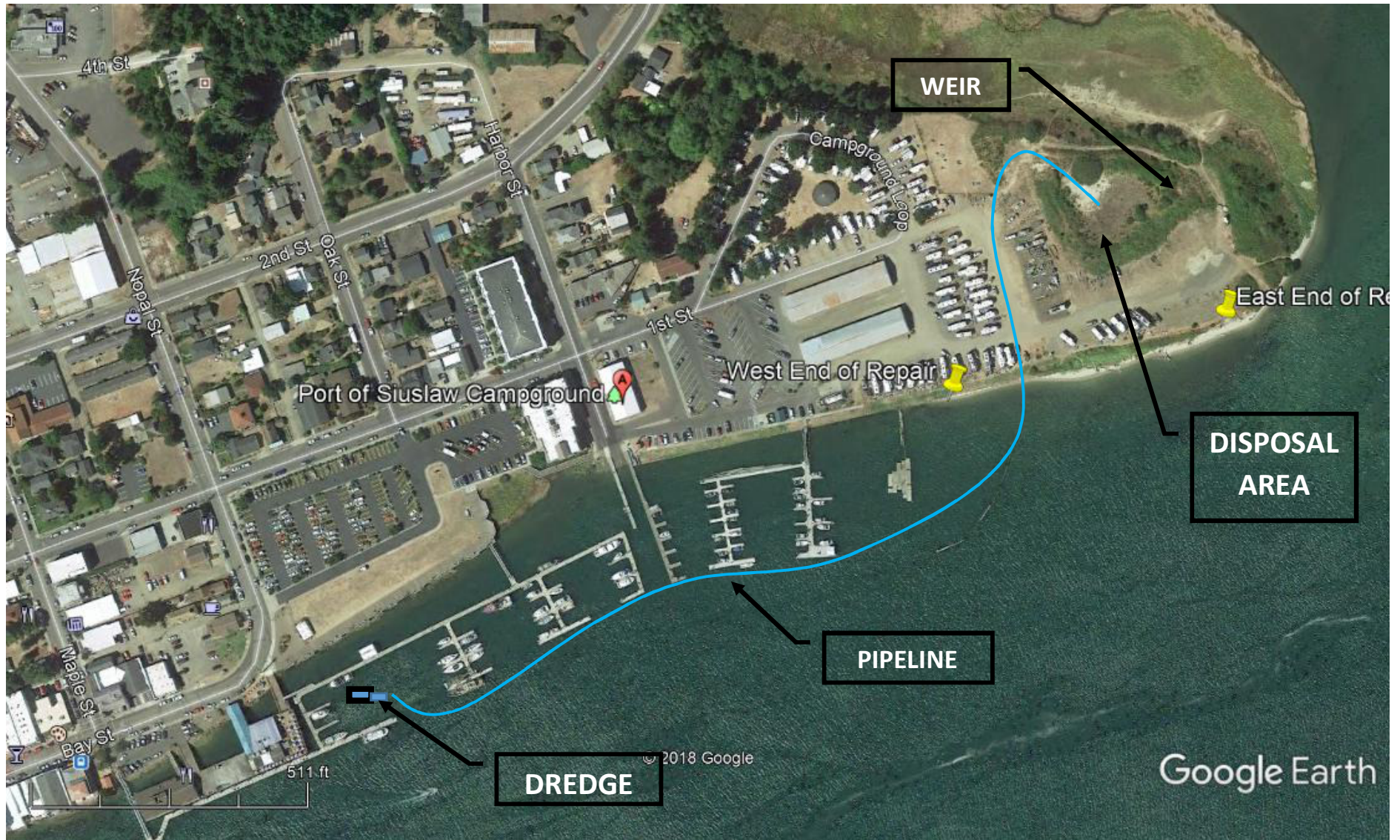


EXHIBIT B – Disposal Area



EXHIBIT C – Sediment Dewatering

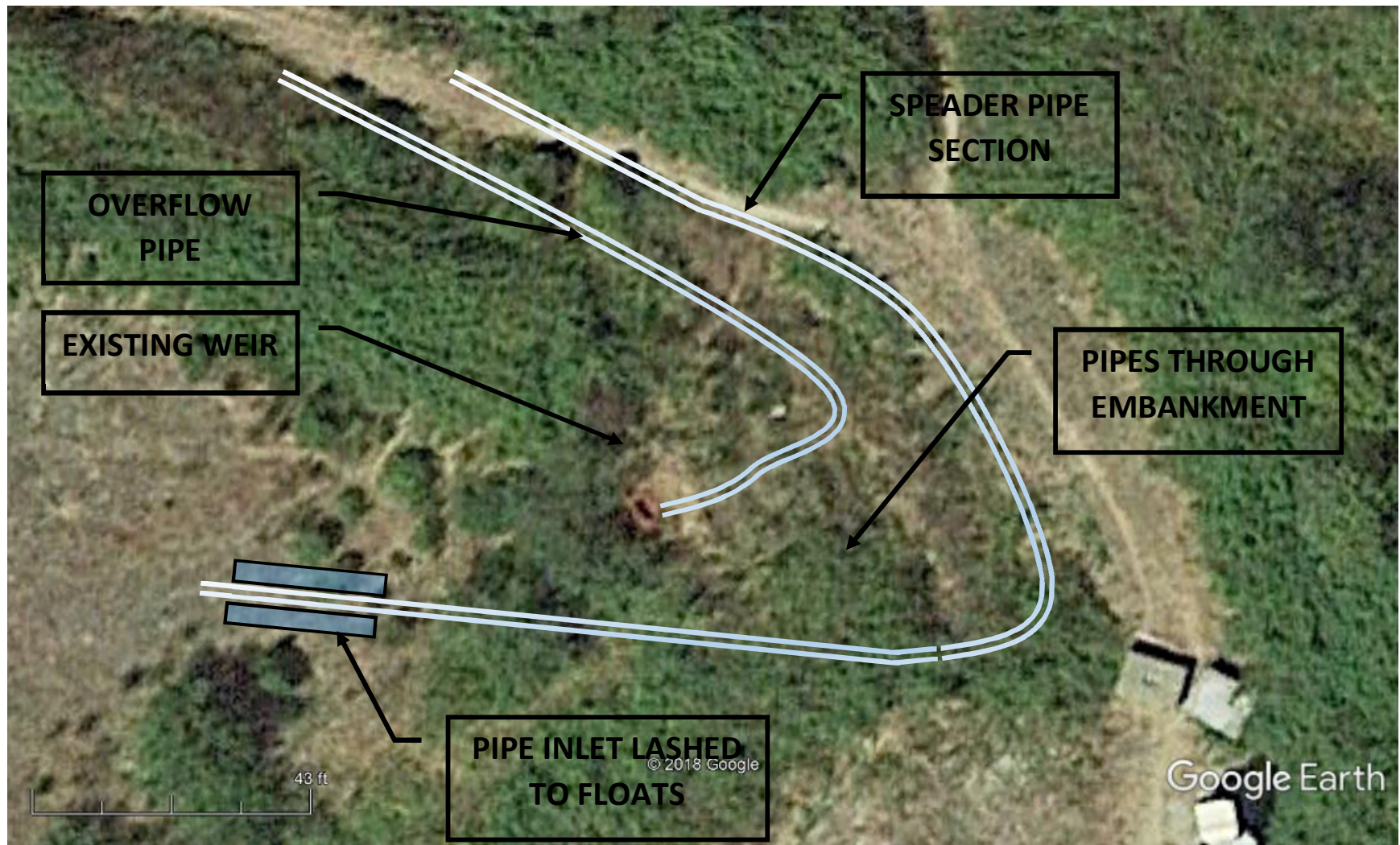


EXHIBIT D – Floating Pipe Outlets



Upper photo shows piping through embankment, lashed to floats on ends inside the basin. The pipe on the left is an overflow pipe, and the one on the right is the segment connecting to the “spreader pipe. The photo below shows the overflow and spreader pipes. The spreader is laid along the hill contour, with its end elevated, available for cleanout if necessary.



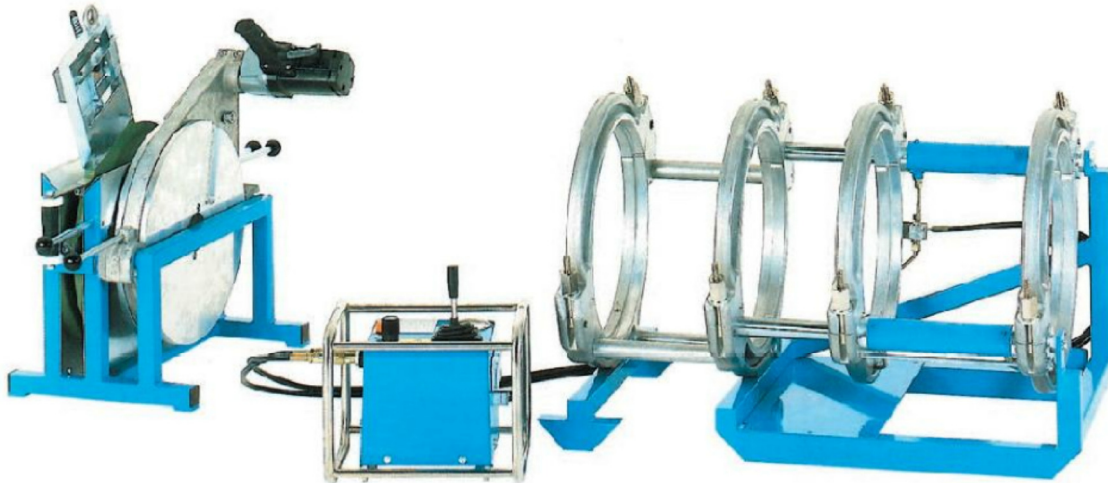


Holes in the “spreader” (designed by Jack Akin for a project in Gold Beach, Oregon in 2016), are sized and spaced per the engineer’s specification. The photo below is a still photo taken from a movie clip of the spreader in action.



FIGURE A - Butt Welder

WeldTech 5100



EXAMPLE ONLY



WeldTech 5100

Heating element butt welding machine for pipes and fittings out of polyolefine from 200mm to 450mm, for usage on building sites and in trenches. The machine has a double clamping device with quick clamping on the fixed and on the movable side guided by two hydraulic cylinders. There are two flexible hoses with quick-action couplings for connection to the hydraulic control unit. The double clamping devices are screwed to the steel pipe frame. The outer fixed clamping device can be easily dismantled by removing three screws for welding at difficult accessible places, e.g. in trenches or at branches of T-pieces. The remaining unit of three rings can be removed from the frame for use for repair work. The electric hydraulic unit for moving the right-hand clamping device and for the exact control of the welding forces has a pressure backup for supporting the welding force during cooling down and two quick-action couplings, as well as a digital pressure gauge for the exact indication of the pressure. The planer is suspended in the guide shafts, has a chain drive in a closed aluminium housing and an automatic external chip removal. The heating element is suspended in the guide shafts, is nonstick-coated, has an electronic temperature control, control lamps, an on/off switch and a connecting cable with shock-proof plug. The separating device prevents the heating element from sticking to the pipe after the heating process. For the heat-protected storage of the heating element and the planer, a reception box is available. Smaller pipe dimensions can be clamped by means of reducer inserts depending on the pipe diameter. For the storage of the reducer inserts, optional transport cases can be supplied. All components are covered by the WeldTech works warranty. The WeldTech 5100 welding machine can easily be equipped subsequently with the WeldTech SPA weld log recorder (see page 20) and can also be supplied in CNC controlled version (see page 21). The WeldTech 5100 has a voltage of 230 V. Other voltages on request. Heating elements moving out automatically are available on request.

Set composition

Description	Qty.	kg	Order-no.
Basic machine with clamping device* OD 450 mm	1	109.0	071100
Planer 230 V/1400 W*	1	37.0	0714220
Hydraulic power source 230 V/315 W*	1	23.0	1010230
Flexible hoses with quick-action couplings*	2	2.0	VSCHL5100
Heating element 230 V/3600 W*	1	20.0	H5100E
Heat-protected box for planer and heating element*	1	25.0	EIN5100
Reducer Inserts with screws (1 set = 8 halfshells)			
OD 200°	8	8.0	3808200
OD 225°	8	7.6	3808225
OD 250°	8	7.0	3808250
OD 280°	8	6.5	3808280
OD 315° (also adapter for OD 200-200)	8	14.4	071142
OD 355°	8	16.5	0708355
OU 400°	8	12.0	U/08400
Socket wrench, 27 mm	1	0.1	ZRS27
Allan key with T-grlp, size 4	1	0.05	ZIT04
Allan key with T-grlp, size 5	1	0.05	ZIT05
Allan key with T-grlp, size 7	1	0.05	ZIT07
Allan key, size 3	1	0.05	ZIT07
Allan key, size 10	1	0.05	ZIG03
Hydraulic oil	1	0.05	ZIG10
Planer knife	1	1.0	HLPD35
Transport case* (183 x 145 x 125 cm)	1	145.0	TK5100
* available as SET			
		machine	07SV51N1
		reducer inserts	07VS400

BUTT FUSION WELDER EXAMPLE

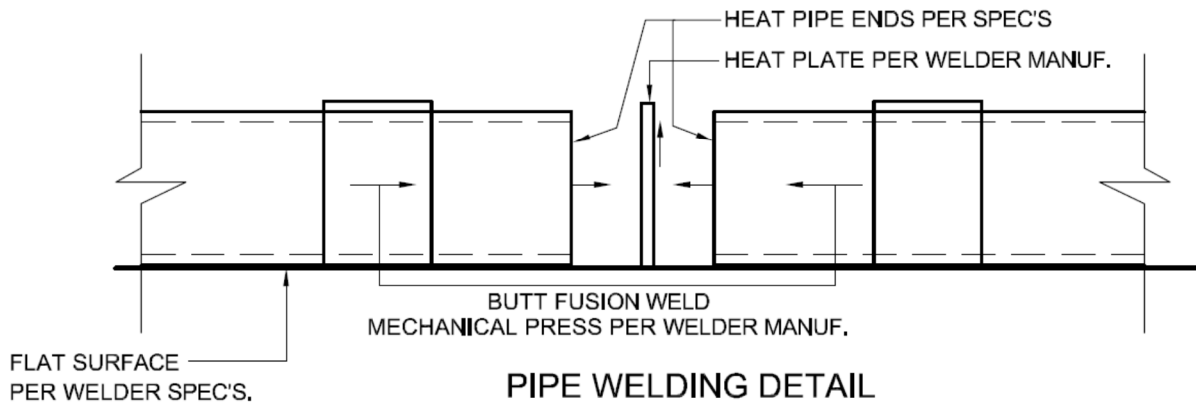
NO SCALE



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<http://www.emcengineerscientists.com>
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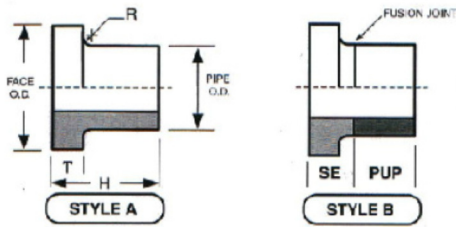
FIGURE B - Welding & Rings

PIPE SEGMENT ASSEMBLY DETAIL



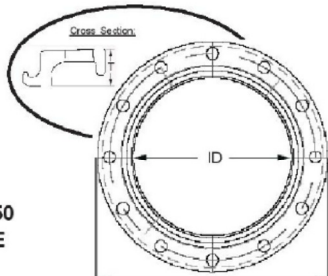
PIPE WELDING DETAIL

CONSULT WELDER MANUAL
FOR EXAMPLE OPERATIONS AND DETAILS.



- T must be at least 1.25 times pipe wall thickness for full pressure rating.
- The face diameter fits inside bolt circle to promote alignment and concentricity with sealing.
- H must be long enough to allow butt-fus on in applicable fusion machines, size on size or larger. Consult fusion machine manufacturers for their required minimum length.
- R must be matched to the radius of the metal bolt ring.
- Corrosion protected convoluted Bolt Rings for HDPE are recommended.
- Meet dimensions and requirements of ASTM F 2206, ASTM F 704, ASTM D 3035, AWWA C901/C906 and NSF 61 standards as applicable.
- Flange adapters may be used to same DR and to one standard DR higher. (i.e., DR-17 to DR-21)

DESIGN-FLOW®
Convoluted - Ductile Iron
IPS Bolt Rings
 Designed Specifically for use
 with HDPE Flange Adapters*
ASME / ANSI B16.5, B16.47^{ser.A} CL150
B16.1 CL125 AWWA C207 B,D & E
 (Dimensions in Inches)
 U.S. Patent # 7,401,821



12"	1.25 1.50	19.00	13.00	17.00	12	1"	160 275	24 25
14"	1.38 1.63	21.00	14.38	18.75	12	1-1/8"	160 275	29 35

WPR (working pressure rating) is for free-floating rings on HDPE flange adapters and includes a 2:1 safety factor. These are cast convoluted ductile iron metal bolt rings with 150# bolt-hole pattern; the material is in compliance with ASTM A536 GR 65/45/12 and surfaced in Bright Red oil based enamel paint.

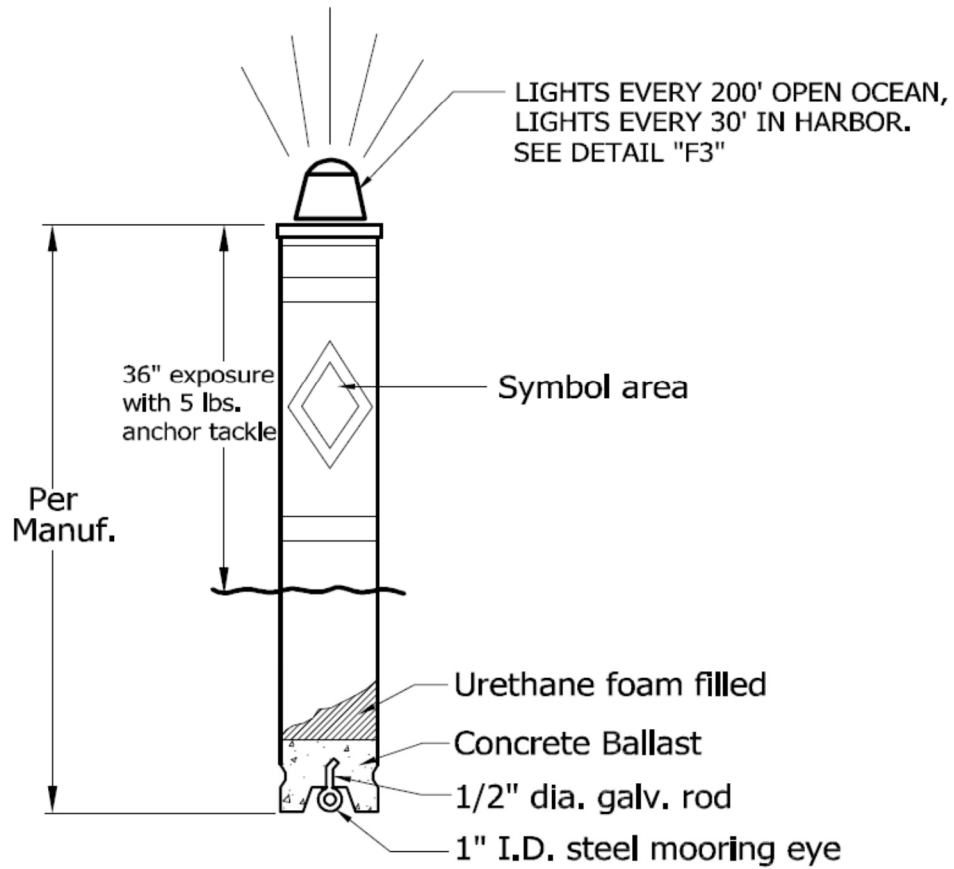


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FIGURE C

Regulatory Buoy - ABS type Filled with Urethane foam



**STANDARD
INLAND
WATERWAY
SYMBOLS
AND MESSAGES**

CONTROLLED AREA SYMBOL	HAZARD WARNING SYMBOL	RESTRICTED AREA SYMBOL	INFORMATION SYMBOL
<p>12" 2" band width</p>	<p>14" 11" 2" band width</p>	<p>14" 11" 2" band width</p>	<p>14" 11" 2" band width</p>
<p>STANDARD MESSAGES SLOW 5 MPH SLOW NO WAKE SKI ARE NO SKI SLOW 10 SPEED 2 NO WAKI</p>	<p>STANDARD MESSAGES ROCK DANGER</p>	<p>STANDARD MESSAGES SWIM AREA KEEP OUT</p> <p style="text-align: center;">T</p>	<p>STANDARD MESSAGES REST ROOM 1 MILE STATE PARK AHEAD MARINA ENTRANCE FISH ATTRACTOR</p>

BUOY EXAMPLE



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