



CITY OF TILLAMOOK  
INVITATION TO BIDDERS

The City of Tillamook, Oregon will receive bids until Tuesday, May 24, 2016, 2:00 p.m. from qualified contractors for the installation of a new boat dock, to be located at Carnahan Park at 710 5<sup>th</sup> Street.

Bid Item: Boat Dock Installation/Sitework

All work must be completed and be in compliance with State Regulations regarding the in-water work window. In addition, the following are services the contractor may be asked to provide:

- Provide suggestion and make recommendations to City Staff, and
- Be available for telephone or email inquiries concerning technical questions.

Installation includes removal of any miscellaneous debris associated with the structure, and all foundations and slabs. The property is to be graded to a level condition.

The Contractor shall be responsible for all utility disconnections.

Plans and specifications are available from the: Daily Journal Of Commerce Project Center Portland, OR; Salem Contractor's Exchange Salem, OR; Contractor's Plan Center Milwaukie, OR; City of Tillamook website at [www.tillamookor.gov](http://www.tillamookor.gov); League of Oregon Cities at [loc@orcities.org](mailto:loc@orcities.org) and Tillamook Herald Headlight. Clarification will be sent out to all known packet holders, therefore it is the responsibility of the packet holder to provide contact information to the City of Tillamook.

Bids are to be addressed to the Public Work Director and mailed or delivered to the City of Tillamook, 210 Laurel Ave. Tillamook, OR 97141. Attention: Tim Lyda by 2:00pm local time, Tuesday, May 24<sup>th</sup>, 2016. No bids will be accepted after 2:00pm.

Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name, address and license number, expiration date and classification.

The successful bidder will be required to furnish a Performance Bond for sitework.

The Owner reserves the right to waive any irregularities or reject any or all bids.

Further information may be obtained from the Public Works Director. Telephone: 503-842-2343.

CITY OF TILLAMOOK

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
FOR CARNAHAN DOCK SITE WORK

SECTION A

1. Defined Terms:

1.1. The term "City" means the Owner, the City of Tillamook.

1.2. The term "Bidder" means one who submits a Bid directly to the City, as distinct from a sub bidder who submits a bid to a Bidder.

1.3. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City shall make an award of the Contract.

1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.

1.5. The term "Engineer" means the Public Works Director or the Director's designee assigned to this project as the Contract Administrator.

2. Qualifications of Bidders:

2.1. Bidders must be licensed contractors in the State of Oregon.

2.2. Each Bidder must be prepared to submit upon request such written evidence as may be requested to demonstrate the Bidders qualifications to perform the Work. Such evidence may include financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the City of Tillamook, including contractors and business license.

3. Examination of the Contract Documents and Project Sites:

3.1. It is the responsibility of the Bidder to:

1. Attend a pre-bid conference (optional) Tuesday, May 19<sup>th</sup>, 2016 at 11:00 a.m. Tillamook City Hall, council chamber.

2. Visit the site (not mandatory) and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work,

3. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,

4. Study and carefully correlate the Bidders observations with the Contract Documents, and

5. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.

3.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

#### 4. Bid Form:

4.1. The Bid Form is included in the Bidding Documents.

4.2. All blanks on the Bid Form must be completed, either in ink or typewritten.

4.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.

4.4. Bids by a partnership must be signed by all partners.

#### 5. Bonds:

5.1. Due to the dollar amount of the contract and time for construction, a Performance bond will be required for the project. However, no payment shall be made to the contractor until the project is completed and accepted by the Owner. Should the project be delayed for some reason that is not the fault of the Contractor, a performance bond for the remainder of the work may be submitted and payment made.

## 6. Signing of the Agreement:

6.1. When the City submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the City, accompanied by a certificate of insurance. The City, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

## 7. Intent to Award:

7.1. The City may give the Successful Bidder an issuance of the Notice of Intent to award by Monday, June 6<sup>th</sup>, 2016 and will be contingent upon City Council approval.

## 8. Indemnity

8.1 The contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

## 9. Insurance

9.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below: COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$2,000,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence
BOLI	Prevailing Wage If Applicable

**FACILITY IMPROVEMENTS  
AT  
CARNAHAN PARK, TRASK RIVER - MILE 1.4  
FOR THE  
CITY OF TILLAMOOK**

**Schedule of Values**

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Bonding & Insurance		LS		
Mobilization		LS		
Project Layout & Survey		LS		
Sediment Fence		LF		
Turbidity Curtain		LF		
Dock Removal and Disposal		LS		
Sediment Removal		CY		
Riprap		CY		
Abutment Modification (Sawcut)		LS		
Aluminum Docks - Installation		EA		
Traffic Delineator		EA		
Signs		LS		
			<b>Total</b>	

**Notes:**

-Estimated cost is total contract cost and includes contractor's profit and overhead.

FOR PUBLIC RELEASE, RANGE OF PROJECT COST IS: \$0 - \$100,000

CITY OF TILLAMOOK  
PROPOSAL FOR THE CARNAHAN BOAT DOCK PROJECT

SECTION B

\_\_\_\_\_  
Name of Bidder

In compliance with your legal Notice to Bidders for the City of Tillamook Carnahan Boat Dock Project, the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership of \_\_\_\_\_ or an individual doing business as \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR SITEWORK AND INSTALLATION OF CARNAHAN BOAT DOCK

\$ \_\_\_\_\_

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informality in bidding.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Seal--if bid is by a corporation.

CITY OF TILLAMOOK CONTRACT  
FOR INSTALLATION PROJECT

SECTION C

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of, Tillamook hereinafter referred to as the "City" and \_\_\_\_\_ hereinafter referred to as the "Contractor," witnesses that the City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work:

1.1. The work is generally described as onsite work and installation of the boat dock. The Contractor shall furnish all labor and materials necessary to facilitate the Project as described in the Contract documents. Dock installation will be completed by September 15, 2016. Dock will be fabricated, delivered and offloaded onsite by September 01, 2016.

2. Engineer:

2.1. The Project has been initiated by the Public Works Director who is hereinafter referred to as the "Engineer," and who is to act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

3.1. The site work, not including dock installation will be completed by August 31, 2016, within the in-water work window from June 13, 2016 through August 31, 2016. Dock installation shall be complete by September 15<sup>th</sup>, 2016.

4. Contract Price and Payment Procedures:

4.1. The City shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:

\$ \_\_\_\_\_

4.2. The Contractor shall submit Applications for payment with required documentation at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the City will make payment within thirty (30) days from the request for payment.

5. Other Considerations:

5.1. IN WITNESS WHEREOF, the City and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the City and the Contractor.

5.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the City of all the work therein.

CITY OF TILLAMOOK

CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Address for giving Notices:

City of Tillamook \_\_\_\_\_

210 Laurel Ave. \_\_\_\_\_

Tillamook, OR 97141