



CITY OF TILLAMOOK
INVITATION TO BIDDERS

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

Bid Item: Construction, delivery and off-loading of dock materials

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.

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; League of Oregon Cities at loc@orcities.org and Tillamook Herald Headlight.

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 24th, 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 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 CONSTRUCTION/DELIVERY CARNAHAN BOAT DOCK

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. 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,

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

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

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

4.2. 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, no bonds will be required for the project.

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. Notice of Award:

7.1. The City may give the Successful Bidder an issuance of the Notice of Intent to award by Thursday, May 24th 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

ALUMINUM BOARDING DOCKS - FABRICATE & DELIVER

AT CARNAHAN PARK, TRASK RIVER - MILE 1.3

FOR THE CITY OF TILLAMOOK

BID FORM

Item #	Item Description	Qty	Unit	Unit Price	Ext. Price	Inclusions	Comments
-	Aluminum Docks						Eight (08) docks required
1	Aluminum Fabrication	8	EA			Labor	All Req'd Per Standard Aluminum Dock - See Note 1
2	Aluminum Materials	8	EA			Materials	All Req'd Per Standard Aluminum Dock - See Note 1
3	Welding wire & misc. incidentals	8	EA			Materials	All Req'd Per Standard Aluminum Dock - See Note 1
4	UHMW-PE Grounding Rails	8	EA			M&L*	All Req'd Per Standard Aluminum Dock Including Fasteners
5	Composite Wales	8	EA			M&L*	All Req'd Per Standard Aluminum Dock Including Fasteners
6	Rubstrips	8	EA			M&L*	All Req'd Per Standard Aluminum Dock Including Fasteners
7	Concrete Ballast	8	EA			M&L*	All Req'd Per Standard Aluminum Dock Including Fasteners
8	Foam Floatation	8	EA			M&L*	All Req'd Per Standard Aluminum Dock Including Fasteners
9	Miscellaneous Items	8	EA			M&L*	All Req'd Per Standard Aluminum Dock - See Note 2
10	Transition Plate	1	EA			M&L*	All Req'd for One (1) Standard Aluminum Dock Including Fasteners
11	External Pile Hoop Assembly	4	EA			M&L*	All Req'd Including Stiffeners - 4 Places
12	Sign Post	1	EA			M&L*	All Req'd - 1 Place
13	Sandblasting	8	EA			M&L*	All Req'd Per Standard Aluminum Dock
14	Pultruded Fiberglass Decking	8	EA			M&L*	All Req'd Per Standard Aluminum Dock Including Fasteners
15	Inspections	1	LS			M&L*	Lump Sum All Docks
16	Delivery & Offloading	1	LS			M&L*	Lump Sum All Docks
M&L = Materials and Labor				TOTAL			

Note 1: Items 1-3 include the following aluminum components

Externally: shell, shell end panels, grounding rail supports, zinc anode brackets, wales, bullrails, hinge barrel assemblies & filler plates

Internally: bulkheads, bottom stiffeners, bullrail gussets, end stiffeners, top covers, top cover spacers, deck supports

Included: any and all customizations required.

Note 2: Item 9 includes all nuts, bolts and washers, UHMW-PE hinge sleeves and spacers, hinge pins, zincs

Note 3: All items include contractor's profit and overhead

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 CONSTRUCTION AND DELIVERY 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
CONSTRUCTION CONTRACT
FOR CONSTRUCTION/DELIVERY 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 construction and delivery of boat dock. The Contractor shall furnish all labor and materials necessary to facilitate the Project as described in the Contract documents. Dock delivery will be guaranteed to arrive on September 1, 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. Docks shall be fabricated, delivered, and offloaded at Carnahan Park by September 1st, 2016. Delivery after September 1st will be subject to liquidated damages for any and all delay, price change, and remobilization costs related to installation that may occur.

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