



## **JEWELL SUBSTATION FACILITY UPGRADE**

### **Clatsop County, Oregon Invitation to Bid**

If you want to be included on a plan holders list, please send confirmation of bid download to the following email address: [roads@co.clatsop.or.us](mailto:roads@co.clatsop.or.us) or by fax to 503-325-9312. Include the project name, your company name, address, contact name, phone number and email address.

Addenda will be published on the County's website at <http://www.co.clatsop.or.us>. Bidder is responsible for checking website for addenda.

Bid Opening: July 20<sup>th</sup>, 2023

# JEWELL SUBSTATION FACILITY UPGRADE

## Table of Contents

<u>Item</u>	<u>Page</u>
Invitation to Bid .....	3
Scope of Work .....	4
Information for Bidders .....	6
Bid Schedule .....	9
Special Provisions .....	10
Attachment A. Building Drawings .....	2 Pages

## **Invitation to Bid**

Clatsop County is conducting an Invitation to Bid for a parking garage building located at 79554 Hwy 202 in Clatsop County, Oregon. Plans and specifications are available on the County website at <http://www.co.clatsop.or.us/rfps>. Plans can also be viewed at 1100 Olney Ave, Astoria, Or 97103. This ITB is for materials and delivery of said materials only and does not include any on-site construction services. Sealed bids will be received by the County Engineer, Dean Keranen, at 1100 Olney Ave., Astoria, OR 97103 until 2:00 p.m. on July 20, 2023, when they will be opened and publicly read. Any bid received after the time specified will not be considered. Bids shall be received at the Public Works Office, mail or electronic file. Faxed bids will not be accepted. Project is for Public Works subject to ORS 279C.800 to 279C.870. The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids if it is deemed to be in the public interest to do so.

## **Scope of Work**

### **Background**

The Clatsop County Public Works Department is working to move seasonal equipment out of the inundation zone and in this case build a parking garage at the Jewell substation. We are also addressing with this garage an enclosed area for our seasonal snow plows and other equipment storage.

The existing building are not large enough to house the existing equipment out of the weather.

### **Objective**

Clatsop County Public Works Department is looking to address these issues with a new parking garage that will house all of the substation's equipment as well as all seasonal equipment.

### **Execution**

This ITB is for materials and delivery of said materials only and does not include on-site construction services. Supplier must design, supply and deliver the proposed pre-engineered building.

The supplier must provide the following:

Project scope of work:

1. Provide Pre-engineered steel building package to our facility 79554 Hwy202 Seaside Oregon 97138
2. Provide stamped design and layout
3. Column base and anchor bolt report
4. Roof Panels 24 gauge, mechanical seams
5. Side panels and trim 26 gauge
6. All panels and trim shall be Kynar paint.
7. Building size 60' x 150' x 20 ft eave height with 3:12 pitch
8. 2-16 x 16 overhead door openings as per design
9. 6-14 x 14 overhead door openings as per design
10. 1 interior partition wall as per design
11. 1 interior man door as per design
12. 2 exterior man doors as per design
13. Gutters and down spouts
14. Steel building package only, foundation and overhead doors supplied by others.
15. Building code requirements:
  - Snow Load 38 PSF Ground
  - Wind 96 MPH 3 Second Gust
  - Exposure C
  - Seismic D

Contractor is responsible for delivering all materials to the Clatsop County Public Works Substation at 79554 Hwy. 202, Seaside, Oregon.

Preferable delivery date is on or before March 30, 2024.

Supplier shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the contract.

**Contact List**

Public Works Director	Terry Hendryx	503-325-8631
Project Manager	Ted McLean	503-325-8631
Project Manager	Cell	503-791-2907
County Engineer	Dean Keranen	503-325-8631

## **Information for Bidders**

### **JEWELL SUBSTATION FACILITY UPGRADE**

#### **Time and Place for Receiving Proposals**

Sealed bids will be received at the Clatsop County Public Works Office of Dean Keranen, County Engineer, 1100 Olney Avenue, Astoria, Oregon 97103, until 2:00 p.m. on July 20th, 2023 at which time they will be opened and read aloud.

The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the County that it is in the public interest to do so in accordance with ORS 279B.100.

#### **Project Schedule**

<b>Event</b>	<b>Date/Time and Location</b>
Deadline for requests for interpretations	July 14, 2023 at 4:00 p.m.
Bid Opening	July 20, 2023 at 2:00 p.m. at Clatsop County Public Works 1100 Olney Avenue, Astoria, OR 97103
Preliminary Bid Results	Will be published on County's website at <a href="http://www.co.clatsop.or.us">www.co.clatsop.or.us</a>
Notice of Intent to Award issued	Will be published on County's website at least 7 days prior to Award of Contract,
Estimated Award of Contract	July 30, 2023
Execution of Contract	Following Award of Contract
Preferred delivery date	On or before March 30, 2024
Final acceptable delivery date	May 30, 2024

#### **Addenda**

County will not mail notice of Addenda, but will publish notice of any Addenda on County's Web site. Addenda may be downloaded off the County's web Site at <http://www.co.clatsop.or.us>. Offerors should frequently check the County's web site until closing; at last once daily the week of closing.

## **Contract Terms**

The successful bidder for a public improvement contract shall promptly execute and deliver to Clatsop County:

- (a) Clatsop County Contract to be executed by the successful bidder.
- (e) Certificate of Insurance - Property and General Liability Certificates of Insurance satisfying the requirements as stated herein will be required.
- (f) Certificate of Insurance - Workers Compensation Coverage  
Certificate of Insurance satisfying the requirements as stated herein will be required.
- (g) Time for Agency Acceptance – Contractor's offer must be a Firm Offer, valid and binding on the Offeror for not less than 60 days from closing.
- (h) Bidder must promptly execute contract and deliver proof of insurance, or forfeit any bid security that accompanied the bid.

Bidder acknowledges that he/she is aware of, fully understands and intends to comply with documents and regulations that are hereby made a part of these specifications:

- Contractor certifies that they are in compliance with the Oregon tax laws in accordance with ORS 305.385.
- ORS 279C.525 regarding Environment and natural resources regulations.
- ORS 279C.605 regarding notice of claim.
- ORS 279C.650 thru ORS 279C.670 regarding Termination of Contract for Public Interest Reasons.
- The County reserves the right to waive minor informalities and reject any or all bids not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause, including Bidder responsibility under ORS 279C.375(c)(b), any or all bids if it is deemed to be in the public interest to do so.

## **Liquidated Damages**

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of five hundred dollars (\$500) per day for every day that the project remains uncompleted beyond the period outlined above.

## **Project Plans**

Contractor will complete the project in accordance with this invitation to bid and the plans and specifications within the referenced attachments.

**Questions and requests for interpretations shall be directed to:**

Ted McLean  
1100 Olney Avenue  
Astoria, OR 97103  
Phone: 503-325-8631  
Cell: 503-791-2907  
[tmclean@clatsopcounty.gov](mailto:tmclean@clatsopcounty.gov)

Any Bidder that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents, or has doubt as to the meaning, shall make a request for interpretation in writing, to the contact point listed above. The deadline for the request for interpretations can be found in the project schedule table. An addendum will be issued if a substantial clarification is in order.

The County shall make interpretations, corrections, or changes of the Invitation to Bid in writing by published addendum only. Interpretations, corrections, or changes in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections, and changes.



**Bid Schedule**  
**Rodney Acres Bridge Superstructure Replacement**

Item #	Description	Quantity	Unit Price
1	Pre-engineered Steel Building	Lump Sum	
2	Delivery	Lump Sum	

**Total \$**\_\_\_\_\_

DATED: \_\_\_\_\_

BIDDER: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_

## **Special Provisions Part 00100**

OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION – 2021  
(STANDARD SPECIFICATIONS)  
OREGON DEPARTMENT OF TRANSPORTATION  
MODIFIED AS FOLLOWS

### **Section 00110 – Organization, Conventions, Abbreviations and Definitions**

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.00 Organization of Specifications - Add the following to the end of this subsection:

Certain Sections contain statements under payment subsections to the effect that payment will be made at the contract amounts for the following items. It is intended that payment will be made only for those items listed in the Bid Schedule for a particular project.

00110.20 Definitions -

Add: Commission - "Clatsop County Board of Commissioners"

Add: Commission Services Office - Clatsop County Public Works Department.

Add: County - Clatsop County, including employees of the County authorized to administer this contract.

Add: Department - Clatsop County Public Works Department.

Engineer - Delete definition and replace with "Clatsop County Engineer and its authorized representatives, acting either directly or indirectly as authorized agents of the County".

Add: Proposal Booklet - Bid forms section of the "Proposal and Special Provisions" document prepared by the County, which includes required information regarding proposals. A separate booklet is not prepared for proposals.

### **Section 00120 - Bidding Requirements and Procedures**

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete this subsection.

00120.01 General Bidding Requirements – Delete this subsection and replace with the following:

Bidders may obtain Bids by paper and/or through the internet (electronic) or both. Bids must be submitted with paper only.

00120.05 Request for Plans, Special Provisions, and Bid Booklets - Delete this subsection and add the following:

Upon request, the Clatsop County Public Works Department will provide prospective bidders with a viewing copy of the "Proposal and Special Provisions" and plans for the advertised project. Proposal booklets may be purchased at the department office. The Oregon Standard Specifications For Construction – 2021 (also a part of these specifications by reference) may be reviewed in the office of the Public Works Department and may be purchased at the Oregon State Department of Transportation Procurement Office in Salem.

00120.10 Bid Booklet - Delete this subsection.

00120.40 Preparation of Bids - Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.40(a) General - Delete this subsection and substitute the following:

Do not alter the bid documents except to complete the certification and statements as required and to insert the bid bond. When the bidder's authorized representative has signed the proposal, the bidder agrees to all certifications and statements contained within the contract documents. Entries in the proposal shall be in ink or typed. Signatures shall be in ink.

When the proposal is submitted, all documents in the proposal section, including a bid bond, shall be properly completed and bound together.

No electronic bids will be accepted.

00120.40(c)(2) – Delete this subsection

00120.40(f) - Delete this subsection and substitute ORS 279C.370.

00120.45 Submittal of Bids –

(a) Paper Bids – Delete and replace subsection with the following:

Paper bids may be submitted by mail, parcel delivery service to the offices and addresses, and at the times given in the Proposal Booklet. Submit paper bids in a sealed envelope provided by the bidder.

Paper bids submitted after the Bid closing time will not be opened and will be returned to the bidder.

(b) Electronic Bids – Delete this subsection

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete this subsection and substitute:

(a) Paper Bids

A bidder may withdraw a proposal after it has been delivered to the County, if the bidder (or his agent) makes the request in person to the County office designated to open the bids before the time set for opening.

(b) Electronic Bids – Delete this subsection

00120.70 Rejection of Nonresponsive Bids - Delete this subsection and substitute ORS 279C.395.

00120.90 Disqualification of Bidders - Delete "Not been prequalified as required by 00120.00."

## **Section 00130 - Award and Execution of Contract**

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - In the third paragraph change 30 calendar days to 60 calendar days.

00130.10 Award of Contract – Delete the second sentence in the third paragraph and in the last paragraph change 30 calendar days to 60 calendar days.

00130.15 Right to Protest Award – Delete this subsection and substitute ORS 279C.460.

00130.40(a) Performance and Payment Bonds - Delete this subsection and substitute ORS 279C.380.

00130.40(c) Workers' Compensation - Delete this subsection and substitute the following:

Provide County with a Certificate of Insurance confirming coverage as required by 00170.61(a) and 00170.70(c).

00130.50(a) By the Bidder - In the first paragraph, delete " ODOT Procurement Office - Construction Contracts Unit" and substitute "the place designated for receipt of bids".

00130.50(b) By the Agency - Delete "7 Calendar Days" and replace with "21 Calendar Days" and delete "legal sufficiency approval from the Attorney General" and substitute "Clatsop County Board of Commissioners".

00130.70 Release of Bid Guaranties – Delete this subsection and substitute ORS 279C.385(3).

00130.90 Notice to Proceed - Delete this subsection.

## **Section 00170 - Legal Relations and Responsibilities**

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses and Taxes - Add the following:

Contractor will be working as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Contractor will be responsible to provide for their employees and agents any benefits as a result of payments pursuant to this agreement for Federal Social Security, Unemployment Insurance or Public Employee's Retirement System Benefits.

00170.61(a) Workers' Compensation - Add the following:

The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Worker's Compensation Law (ORS Chapter 656) and is solely liable for any worker's compensation coverage under this Contract. Contractor agrees that Contractor and other persons retained by Contractor to perform work under this Contract shall be insured according to ORS 656.407 prior to commencement of work under this contract, and that Contractor and such persons shall remain so insured during the term of this Contract. The Contractor shall also comply with the Unemployment Compensation Act of the State of Oregon. The Contractor shall provide the County, before commencing work, a certificate of insurance showing protection for its workers under the Workers' Compensation Act and registration with the State Unemployment Compensation Commission.

## **Section 00199 - Disagreements, Protests and Claims**

Comply with Section 00199 of the Standard Specifications, supplemented and/or modified as follows:

00199.20(b) Written Notice – Substitute “in writing” for “on form 734-2887”

00199.40(b) Step 1: Region Level Review - substitute Public Works Director for Region-level reviewer.

00199.40(c) Step 2: Agency Level Review - substitute Public Works Director for Contract Administration Engineer.

At the request of the Contractor, the Public Works Director shall, upon presentation to him, make prompt decisions in writing on all claims of the County or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

00199.40(d) Step 3 Arbitration; Claims Review Board - Delete this subsection and substitute the following:

Demand for Arbitration: Any dispute or any decision of the Public Works Director which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the work due to the pendency of arbitration proceedings, except with the written permission of the Public Works Director, and then only until the arbitrators have had an opportunity to determine whether or not the work shall continue until deciding upon the matters in dispute.

The demand for arbitration shall be delivered in writing to the Public Works Director and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) days of the receipt of the Public Works Director decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Public Works Director fails to make a decision within a reasonable time, a demand for arbitration may be made as if his decision has been rendered against the demanding party.

Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the County, or the Contractor, or the Public Works Director, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing, by each party to this

Contract, to the other party and the third chose by those two arbitrators, or if they should fail to select a third within fifteen (15) days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar association nearest to the location of the work. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of his demand, his right to arbitration shall lapse. Should the other party fail to name an arbitrator within said ten (10) days, then said \*presiding officer shall appoint such arbitrator within ten (10) days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the State Court in the District where such arbitration is to be held.

The said \*presiding officer shall have the power to declare the position of any arbitrator vacant by reason of refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be re-heard unless a re-hearing is waived in the submission (the statement of the matters in dispute between the parties to be passed upon by the arbitrator) or by the written consent of the parties.

If there be one arbitrator his decision shall be binding; if three, the decision of any two shall be binding in respect to both matters submitted and to the procedure followed during the arbitration.

Such decision shall be a condition precedent to any right of legal action.

Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Public Works Director, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matter of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each select, subject to the disciplinary power of the arbitrators if such representation shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Public Works Director shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands the arbitrators may render their decision without the evidence which might have been elicited there from, and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing dully acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before

hearing testimony, shall be sworn by an officer authorized by law to administer an oath, Faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition, to each of the parties to the controversy and to the Public Works Director. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be open to objection on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this section otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Public Works Director shall not be deemed a party of the dispute. He is given the right to appear before the arbitrators to explain the basis of his decision and give such evidence as they may require.





