

# **10<sup>th</sup> Street & West Lockhart Sewer Improvements**

## **Volume 1 Bidding Requirements**

Prepared for:

**City of Coos Bay**



**Consulting Engineers & Geologists, Inc.**

275 Market Ave  
Coos Bay, Oregon 97420-2219  
541-266-9890

**February 2013**  
611026

Reference: 611026

# 10<sup>th</sup> Street & West Lockhart Sewer Improvements

## Volume 1 Bidding Requirements

Prepared for:

**City of Coos Bay**  
500 Central Avenue  
Coos Bay, OR 97420

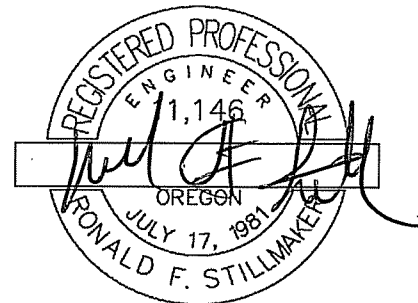
**"This project is fully funded by Lottery funds through the Water/Wastewater Financing Program  
administered by Oregon Business Development Department – Infrastructure Finance  
Authority."**

Prepared by:



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February 2013



Expires 06/30/2014

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**SECTION 00100**

**ADVERTISEMENT FOR BIDS**

**City of Coos Bay**  
**10<sup>th</sup> Street & West Lockhart Sewer Improvements**  
**Bids Due: 2:00 p.m., March 14, 2013**

**ADVERTISEMENT FOR BIDS**

Sealed Bids for construction of the 10<sup>th</sup> Street & West Lockhart Sewer Improvements, addressed to the Owner, City of Coos Bay, attn: Jim Hossley, will be received at the Coos Bay Public Works Offices, 500 Central Ave., Coos Bay, Oregon 97420, until Bid closing time, 2:00 p.m., local time, on the 14th day of March, 2013. Any Bids received after the specified closing time will not be considered. Bidders shall submit separately, the Disclosure of First-Tier Subcontractors and Suppliers Form either accompanying the Bid or separately within 2 working hours following the Bid closing time as prescribed in the Instructions to Bidders. Bids will be publicly opened and read aloud immediately after the Bid closing time at City Hall.

The Project contemplated consists of the following:

- Installation of 765 lineal feet of 8" diameter PVC sanitary sewer main
- Installation of 232 lineal feet of 12" diameter PVC sanitary sewer main
- Installation of 7 manholes
- Reconnection of existing sewer laterals
- Abandonment of the existing sanitary sewer main

The Project must be substantially complete within 90 days of issuance of the Notice to Proceed.

One copy of the Bidding Documents, including Plans and Specifications, may be obtained at the office of SHN Consulting Engineers & Geologists, Inc. upon receipt of a nonrefundable payment of \$100 for each set of Bidding Documents. Return of the Bidding Documents is not required.

The Engineer is: SHN Consulting Engineers & Geologists, Inc. 275 Market Ave., Coos Bay, Oregon 97420; 541/266-9890. Bidding Documents can also be downloaded from the City's web site, and can be reviewed at the office of Engineer, and at the following plan room services:

- Bay Area Plan Exchange, 2744 Woodland Dr., Coos Bay, OR 97420
- Eugene Builders Exchange, 2460 W. 11th, Eugene, OR 97402-2710
- Daily Journal of Commerce, 921 SW Washington Street, Ste. 210, Portland, OR 97205
- Medford Plan Exchange, 701 E. Jackson, Medford, OR 97504

Each Bid must be submitted on the prescribed Bid Form in a sealed envelope plainly marked "10<sup>th</sup> Street & West Lockhart Sewer Improvements" and with the name and address of the Bidder, the date and hour of the Bid opening, and be delivered to the location specified above by or before the Bid closing time. Bids shall be completed in accordance with the Instructions to Bidders and accompanied by a Bid security, payable to the Owner in an amount not less than 10 percent of the amount of the bid, to be forfeited to the Owner as liquidated damages pursuant to ORS 297C.385, in the event of failure of the Bidder to execute the Contract. The Successful Bidder will be required to furnish the additional Bond(s) prescribed in the Bidding Documents.

Prior to submission of its bid, Bidder shall be registered with the Oregon Construction Contractor's Board, and thereafter comply with the requirements of ORS 701.035 to 701.138.

Bidders must prequalify with the Owner ten (10) days prior to the Bid opening, as prescribed in the Instructions to Bidders.

No Bid will be received or considered by Owner unless the Bid contains, or is accompanied by, a statement by the Bidder as a part of the Bid that the provisions required by ORS 279C.800 through ORS 279C.870 including ORS 279C.840 pertaining to prevailing wages be included in the Agreement and are to be complied with.

In accordance with ORS 279C.365(h), each Bid shall contain a statement as to whether or not the Bidder is a "Resident Bidder" as defined by ORS 279A.120. Bid evaluation will not include a percent increase added to the bid submitted from out of state bidders from states which give preference to in-State Bidders, pursuant to federal requirements.

A mandatory, Pre-bid Conference will be held beginning at 9:00 a.m. on February 28, 2013, at the project site, on the corner of 10<sup>th</sup> and Lockhart, Coos Bay, OR. A brief description of the project will be presented followed by a tour of the project site. All prospective Bidders are required to attend.

For information concerning the proposed Work or for an appointment to visit the site, at a time other than the Pre-bid conference, contact Jennifer Wirsing, Engineering Service Coordinator, City of Coos Bay - Public Works & Development Department, 500 Central Avenue 97420, Phone 541-269-1181 Ext 2247 / Fax 541-267-8237.

The successful bidder must have (or obtain) a valid business license through the City of Coos Bay and will be required to enter into a contract with the City of Coos Bay and meet the City's Level 5 Insurance Requirements (see attached for sample contract).

In accordance with ORS 279C.365 and ORS 279C.365(i), the Owner reserves the right to reject any Bid not in compliance with all prescribed public bidding procedures and requirements, to waive all informalities, and may reject for good cause any and all Bids upon a finding by the Owner that it is in the public interest to do so. No Bidder may withdraw or modify a Bid after the hour set for the receipt of Bids and thereafter until the lapse of 70 days after the Bid opening.

This project is fully funded by Lottery funds through the Water/Wastewater Financing Program administered by Oregon Business Development Department - Infrastructure Finance Authority.

Submitted this 14th day of February 2013.

City of Coos Bay  
Jim Hossley  
Public Works Director

**SECTION 00200**

**INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

*Prepared by*

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Knowledge for Creating  
and Sustaining  
the Built Environment

Construction Specifications Institute

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## ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office is, City of Coos Bay - Public Works & Development Department, 500 Central Avenue, Coos Bay, OR 97420.

B. *BIDDER*—The individual or entity who submits a bid directly to OWNER.

C. *Responsive BIDDER*—a BIDDER who fully complies with the requirements and instructions in the Bidding Requirements and who fully completes all forms and other requested information in the Bidding Requirements.

D. *Successful BIDDER*—the lowest, qualified, Responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 The OWNER shall provide one (1) complete set of bidding documents to those invited to bid on the Project.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 OWNER and ENGINEER, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 All bidders must have a Contactor's license in the state of Oregon.

## ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by OWNER to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. BIDDER is responsible for any interpretation or conclusion BIDDER draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

#### 4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

#### 4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by OWNER to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. BIDDER is responsible for any interpretation or conclusion BIDDER draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, OWNER will provide BIDDER access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. BIDDER shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

1. BIDDER shall provide OWNER 72 hours notice prior to requesting such access for conducting examinations, investigations, explorations, and studies.

4.07 It is the responsibility of each BIDDER before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. visit the Site and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy BIDDER as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.
- E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to BIDDER; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that BIDDER has

discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 - PRE-BID CONFERENCE**

5.01 A mandatory pre-Bid conference will be held at 9:00 a.m. on February 28, 2013, at the project site, on the corner of 10<sup>th</sup> and Lockhart, Coos Bay, OR. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 6 - SITE AND OTHER AREAS**

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work is to be obtained and paid for by Contractor.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.03 Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of work will be answered by ENGINEER up to the date of opening bids. No written responses will be made.

## **ARTICLE 8 - BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% of Bidder's maximum Bid price and in the form of a certified check or a Bid bond (EJCDC No. C-430, 2007 Edition) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid

security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 - CONTRACT TIMES**

9.01 The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment are set forth in the Bid Form and will be included in the AGREEMENT.

## **ARTICLE 10 - LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, are set forth in the AGREEMENT.

## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon BIDDER. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed item, such approval will be set forth in an Addendum issued to all prospective BIDDERS. BIDDERS shall not rely upon approvals made in any other manner.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 BIDDER shall complete, sign, and submit a disclosure of first-tier subcontractors and suppliers on Bid Form, Section 00435, to OWNER within two working hours of the date and time and at the place for receipt of Bids as identified in the Advertisement for Bids, Section 00100. Criteria for listing subcontractors and suppliers are as follows:

- A. Subcontractor disclosure is required if total value of BIDDER'S proposal exceeds \$100,000.
- B. Submit only first tier subcontractors or suppliers who will be furnishing labor or will be furnishing labor and materials in connection with the Project.
- C. Submit all first tier subcontractors and suppliers furnishing materials in excess of 5 percent of the Total Bid Amount or \$15,000, which ever is greater.
- D. Submit all first tier subcontractor's performing work or suppliers furnishing materials in excess of \$350,000, regardless of the percentage of the total project bid



- E. If there are no subcontractors or suppliers who meet the criteria stated in 12.01 A, B and C, BIDDER must state "none" on each page of the form provided and submit it to OWNER as stated in 12.01 above.
- F. The disclosure of first-tier subcontractor and supplier list must be submitted using Bid Form Section 00435 and submitted in a separate sealed envelope labeled on the exterior "Subcontractor and Supplier List." The envelope may be submitted with the bid or anytime within two working hours of the bid submittal time.
- G. OWNER shall consider the bid of any BIDDER failing to submit a disclosure of first-tier subcontractor and supplier list to OWNER in accordance with the instructions of this Article to be a nonresponsive bid and may not award the Contract to the BIDDER.

12.02 If requested by ENGINEER or OWNER, the apparent low bidder will within seven days after the day of the Bid opening, submit to OWNER an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual, or entity. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may before giving the Notice of Award request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price.

12.03 If apparent Successful BIDDER declines to make any such substitution, OWNER may award the Contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any BIDDER. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the AGREEMENT as provided in Paragraph 6.06 of the General Conditions.

12.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 - PREPARATION OF BID**

13.01 The Bid Form is included in Section 00410 of the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. The person signing the Bid Form shall initial erasures or alterations in ink. A Bid price shall be indicated for each Bid item and unit price item listed therein.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.



13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the BIDDER's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of BIDDER's authority and qualification to do business in the state where the PROJECT is located or covenant to obtain such qualification prior to award of the Contract. BIDDER's state contractor license number, if any, shall also be shown on the Bid Form.

13.12 Pursuant to ORS 279C505(2) all Bidders must certify with their bids that they have an employee drug testing program in place.

## **ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

### **14.01 Unit Price**

A. BIDDERS shall submit a Bid on a Unit Price basis as set forth in the bid form.

B. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the BIDDER deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid Prices will be compared by the OWNER.

## **ARTICLE 15 - SUBMITTAL OF BID**

15.01 Volume 1 – Bidding Requirements including all Bid Forms, Bid Security, and Supplements to Bid Forms completed as instructed and required, and other documents required by the Bidding Documents shall be submitted intact as the bid.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the PROJECT title, the name and address of BIDDER, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Owner, City of

Coos Bay, attn: Jim Hossley, will be received at the Coos Bay Public Works Offices, 500 Central Ave., Coos Bay, Oregon 97420

15.03 The Subcontractor and Supplier List Bid Form, Section 00435, must be submitted in an envelope separate from the Bid Documents, no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid. Envelope shall be opaque, sealed, and have the PROJECT title, and name and address of the BIDDER clearly marked on the outside. The envelope shall be clearly marked "SUBCONTRACTOR-SUPPLIER LIST." The form may be submitted at the same time as the bid, or any time within two (2) working hours after the specified submittal time.

15.04 Oral, telephonic facsimile (FAX), or telegraphic bids are invalid and will not be accepted or receive consideration.

15.05 Bids received after the time indicated in the Invitation to or Advertisement for Bids will not be accepted or receive consideration.

15.06 The official local time will be "The Official US Time" Pacific Time Zone as reported on the web site <http://nist.time.gov>.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that BIDDER will be disqualified from further bidding on the Work.

## **ARTICLE 17 - OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to BIDDERS after the opening of Bids.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right

to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to not be responsible. OWNER may also reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the PROJECT to make an award to that BIDDER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one Bid for the Work may be cause for disqualification of that BIDDER and the rejection of all Bids in which that BIDDER has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating BIDDERS, OWNER will consider the qualifications of BIDDERS and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 OWNER reserves the right to reject the Bid of any BIDDER who does not pass any such evaluation to OWNER's satisfaction.

19.07 If the Contract is to be awarded, OWNER will award the Contract to the Responsive BIDDER whose total Bid is the lowest price and deemed in the opinion of the OWNER to be in the best interests of the PROJECT.

19.08 If the Contract is to be awarded, OWNER will give the Successful BIDDER a Notice of Award within 30 days after the day of the Bid opening. A Notice of Intent to Award will be sent to all BIDDERS by Certified Mail within seven (7) days after the date of Bid opening.

19.09 Any protest of award must be filed with the OWNER within seven (7) calendar days of mailing of the Notice of Intent to Award.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds. When the Successful BIDDER delivers the executed AGREEMENT to OWNER, such bonds shall accompany it.

20.02 Article 5 of the General Conditions and the related Supplementary General Conditions set forth insurance requirements. When the successful BIDDER returns the executed AGREEMENT to OWNER for OWNER's signature, it shall be accompanied by certificates of insurance (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the General Conditions and related Supplementary General Conditions. On return of the signed AGREEMENT to CONTRACTOR, OWNER shall deliver any certificates of

insurance, which OWNER is required to purchase and maintain in accordance with the General Conditions, and related Supplementary General Conditions.

20.03 When the successful BIDDER returns the executed AGREEMENT to OWNER for OWNER's signature, it shall be accompanied by proof that successful BIDDER has an employee drug-testing program in place. Such proof may include a copy of the successful BIDDER's adopted policy or program for employee drug testing.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

21.01 When OWNER gives a Notice of Award to the Successful BIDDER, it shall be accompanied by the required number of unsigned counterparts of the AGREEMENT with the other Contract Documents, which are identified in the AGREEMENT as attached thereto. Within 15 days thereafter, Successful BIDDER shall sign and deliver the required number of counterparts of the AGREEMENT and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful BIDDER with a complete set of the Drawings with appropriate identification.

21.02 The OWNER will fill in the dates on the signature page of the AGREEMENT, which will become the Effective Date of the AGREEMENT unless OWNER and Successful BIDDER mutually agree to an earlier date.

## **ARTICLE 22 - PREVAILING WAGE RATES**

22.01 Compliance with the applicable provisions of ORS 279C.800 to 279C.870 and payment of prevailing wage rates is a requirement of this Contract. Requirements are further defined in the General Conditions and Supplementary General Conditions.

22.02 All Bidders must be "equal opportunity employers" and comply with all appropriate provisions of State and Federal law. In addition, all Bidders are required to comply with ORS Chapter 656 regarding Workers' compensation laws. Bidder and any Subcontractors are required to be registered with the Construction Contractors Board.

This Invitation to Bid and the resulting Contract are subject to the following BOLI wage rate requirements, which are incorporated herein.

PREVAILING WAGE RATES for Public Works Contracts in Oregon, dated January 1, 2013.

These BOLI wage rates are available on line at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/January\\_2013\\_Index.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/January_2013_Index.aspx)

The Work will take place in Coos, Region 7.

**END OF SECTION**

## **SECTION 00400**

### **BID FORMS**

The Bid Forms consist of the following documents, all of which must be properly executed and submitted with the Bid in order for the Bid to be considered responsive:

<b><u>Section</u></b>	<b><u>Description</u></b>
00410	Bid

## **Bid Form**

**Project Identification:** 10<sup>th</sup> Street & West Lockhart Sewer Improvements

Contract Identification and Number: 611026

### **TABLE OF ARTICLES**

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### **ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid Is Submitted To: City of Coos Bay - Public Works & Development Department, 500 Central Avenue, Coos Bay, OR 97420.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for {60 days} after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid

for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL EST. PRICE
1	Mobilization & Temporary Utilities/Facilities	LS	All	\$	\$
2	Site Preparation	LS	All	\$	\$
3	Pavement Saw cutting	LF	3,600	\$	\$
4	Abandon Exist. Sanitary Sewer & Manholes	LS	All	\$	\$
5	Removal of Existing Manholes to Facilitate Lateral Reconnection	EA	3	\$	\$
6	Standard 48" Manhole, up to 8' depth	EA	7	\$	\$
7	48" Manhole Extra depth beyond 8'	VLF	30	\$	\$
8	8-inch PVC Sanitary Sewer, Class B Trench	LF	765	\$	\$
9	12-inch PVC Sanitary Sewer, Class B Trench	LF	174	\$	\$
10	12-inch PVC Sanitary Sewer, Class A Trench	LF	58	\$	\$
11	CLSM Trench Dam	EA	4	\$	\$
12	Lateral re-connection to new SS Main	EA	20	\$	\$
13	Lateral re-connection to new MH	EA	5	\$	\$
14	Lateral extension from Main/MH and connection with exist lateral	LF	180	\$	\$
15	Surface Restoration - Asphalt Replacement	TON	145	\$	\$
16	Site Restoration and Cleanup	LS	All	\$	\$

Total of All Bid Prices \_\_\_\_\_ (\$ \_\_\_\_\_ )  
*words* *numerals*

A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

## **ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damage.

## **ARTICLE 7 - ATTACHEMENTS TO THIS BID**

- 7.01 The following documents are attached to and made a condition of the Bid:
  - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
  - B. Evidence of authority to do business in the state of Oregon; or a written covenant to obtain such license within the time frame for acceptance of Bids;
  - C. Oregon Contractor's License No.: \_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - D. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;
  - E. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
  - F. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.
  - G. Form SF- LLL, "Disclosure of Lobbying Activities," is to be completed and submitted in accordance with its instructions by contractors submitting bids exceeding \$100,000 if the contractor has made, or agreed to make, any payment, using funds other than Federal appropriated funds, to influence or attempt to

influence a decision in connection with the award of this particular Federal contract. If not, the Form must be submitted with Not Applicable written on the front page.

- H. Disclosure of Proposed First-Tier Subcontractors and Suppliers (to be submitted in accordance with Article 12 of the Instructions to Bidders)
- I. Required Bidder Prequalification Form (submitted prior to bid in accordance with the General Conditions)
- J. Affidavit of Non-Collusion

## **ARTICLE 8 - DEFINED TERMS**

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

### **An Individual**

Name (typed or printed): \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
(Individual's signature)

Doing business as:  
\_\_\_\_\_

### **A Partnership**

Partnership Name: \_\_\_\_\_

SEAL,  
if required  
by State

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):  
\_\_\_\_\_

### **A Corporation**

Corporation Name:  
\_\_\_\_\_

State or Jurisdiction of Incorporation: \_\_\_\_\_

Type (General Business, Profession, Service, Limited Liability):  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed):

\_\_\_\_\_

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

CORPORATE  
SEAL,  
if required by State

Attest \_\_\_\_\_

*(Signature of Corporate Secretary)*

Date of Qualification to do business in \_\_\_\_\_ [State or other jurisdiction where  
Project is located] is \_\_\_\_/\_\_\_\_/\_\_\_\_

### **A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venture Name: \_\_\_\_\_

SEAL,  
if required  
by State

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

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

Second Joint Venture Name: \_\_\_\_\_

SEAL,  
if required  
by State

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed):

\_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: \_\_\_\_\_

\_\_\_\_\_

Business Phone No. (\_\_\_\_)\_\_\_\_\_

Business FAX No. (\_\_\_\_)\_\_\_\_\_

Business E-Mail Address  
\_\_\_\_\_

State Contractor License No. \_\_\_\_\_. (If applicable)

Employer's Tax ID No. \_\_\_\_\_

Phone and FAX Numbers, and Address for receipt of official communications, if  
different from Business contact information:

\_\_\_\_\_  
\_\_\_\_\_

9.02 Bid submitted on \_\_\_\_\_, 20\_\_.

**SECTION 00430**

**SUPPLEMENTS TO BID FORMS**

The Supplements to the Bid Form consist of the following documents, all of which must be properly executed where required and submitted with the Bid, or as otherwise instructed herein, in order for the Bid to be considered responsive:

<b><u>Section</u></b>	<b><u>Description</u></b>
00431	Bid Bond
00435	Disclosure of First Tier Subcontractor and Supplier List

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**BID**

Bid Due Date:

Description (*Project Name and Include Location*):

**BOND**

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum _____	\$	_____
(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER****SURETY**

_____ Bidder's Name and Corporate Seal	(Seal)	_____ Surety's Name and Corporate Seal	(Seal)
---	--------	---	--------

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

---



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**FIRST-TIER SUBCONTRACTOR  
DISCLOSURE FORM**

PROJECT NAME: \_\_\_\_\_

BID NO.: \_\_\_\_\_

BID CLOSING:        DATE: \_\_\_\_\_        TIME: \_\_\_\_\_

This form must be submitted at the locations specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1)	\$	
2)	\$	
3)	\$	
4)	\$	
5)	\$	
6)	\$	
7)	\$	
8)	\$	
9)	\$	
10)	\$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted (bidder name):

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

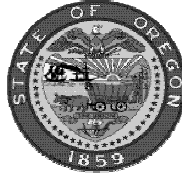
**SECTION 00451**

**BIDDER'S PREQUALIFICATION FORMS**

Inserted loose for Contractor's convenience



State of Oregon  
Department of Administrative Services  
TPPS, Purchasing Section  
1225 Ferry Street SE, U140  
Salem, Oregon 97301-4285



ODOT FILING  
FEE \$100

## CONTRACTOR'S PREQUALIFICATION APPLICATION

Equipment and Experience Questionnaire  
Adopted by the Department of Administrative Services

Public Contracting Agency:

Department of Transportation  
Rm 212 Transportation Building  
355 Capitol Street NE  
Salem OR 97301-3871 PHONE (503) 986-3877

Application of \_\_\_\_\_  
(Contractor's Registered Company Name)

- ☐ Individual Sole Proprietorship
- ☐ General Partnership
- ☐ Corporation
- ☐ Joint Venture (JV)
- ☐ Member of Joint Venture
- ☐ Limited Liability Company (LLC)
- ☐ Limited Liability Partnership (LLP)
- ☐ Limited Partnership (LP)
- ☐ Assumed Business Name (ABN)

Address to which all correspondence should be mailed:

Physical Address \_\_\_\_\_  
PO Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone No. (Area Code) \_\_\_\_\_  
Fax No. (Area Code) \_\_\_\_\_

Date Application Prepared \_\_\_\_\_

This Prequalification Application is submitted for the following Purpose: (Check one)

- ☐ This is a prequalification application for such period of time as designated by the mandatory prequalification rules adopted by the Public Contracting Agency.
- ☐ Local Government Project
- ☐ State Government Project

☐ This is a prequalification application for the \_\_\_\_\_  
(Name of Project)  
Scheduled Bid Opening Date \_\_\_\_\_

**Filing Fee \$ 100**

### NOTICE

Although the Department of Administrative Services (DAS), by Statute prescribes the prequalification format, DAS will not accept or evaluate the applications for the Public Contracting Agency requiring this form.

Prequalification applications are to be submitted to the requesting Public Contracting Agency.

## INSTRUCTIONS

### **INTRODUCTORY STATEMENT:**

In accordance with the statutes of the State of Oregon, every public contracting agency contemplating receiving bids for and awarding any contract for a public improvement may require any prospective bidder (***herein refer to as applicant***) to submit a full and complete statement concerning their equipment and experience in constructing public improvements.

The application and questionnaire forms which are bound herewith comply with the requirements of public contracting rules and must be used in determining the qualifications of applicants and in assigning limits as to the size and kinds of projects for which the applicant may submit bids.

The applicant should use care and integrity in preparing this information. The public contracting agency may make independent inquiries concerning the contractor's past performance and/or capabilities.

### **Manner of Preparing and Filling in Forms:**

This application shall include equipment and experience information for only the specific single business organization or entity which is applying for prequalification and which would be the signatory on a contract with the public contracting agency.

All answers and other entries on the forms, except signatures, should be filled in on a typewriter or printed. To make this possible, the forms may be taken apart by removing the staples by which they are bound. It shall be the responsibility of the applicant to return all pages whether applicable or not. Failure to do so may be grounds for rejection.

All answers and entries shall be specific and complete in detail.

The prequalification application shall be signed by the applicant and sworn to as the form indicates. The signatory of the statement guarantees the truth and accuracy of all statements and of all answers to questions.

**An original signed application must be sent to the Public Contracting Agency (Xerox or fax signatures will not be accepted)**

### **Use of Attachments:**

Schedules, reports and other forms of prequalification statement may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form.

### **Place of Submission:**

Prequalification applications shall be submitted to the designated officer of the public contracting agency.

### **Time of Submission:**

Each Public Contracting Agency may have specific time requirements for filing applications. The applicant should check with the designated officer of the applicable agency for submission time.

### **Appeal Due to Denial or Revocation of Prequalification:**

In case the applicant's application for prequalification is denied or in case an existing prequalification is revoked, the applicant may appeal the denial or revocation in accordance with the rules adopted by the Department of Administrative Services or the appropriate local contract review board.

### **Notification of Action Taken:**

The applicant will be notified, in writing, of the action on their application. Applicant will then be allowed to bid on such projects as are within the limits of size and kind of work for which applicant has been declared qualified.

### **Period During Which a Qualified Applicant Remains Qualified:**

An applicant who has been notified of prequalification for projects of a given size and kind will usually remain qualified until the date specified in the notification. The public contracting agency may limit prequalification approval to individual public improvement projects. Unless such applicant is otherwise notified by the public body the applicant will be permitted to submit bids for any and all projects of said kind and size for which bids are to be received. The public body may from time to time require new or revised prequalification applications and have them approved prior to allowing a bid.

### **Requirement of Continuing Prequalification:**

Applicants who have once been qualified with an agency requiring prequalification and who desire to maintain an uninterrupted prequalification standing are required to submit a new application periodically as required by such agency. Uninterrupted prequalification is contingent upon favorable action on the application. A prequalification may be revoked under the provision of ORS 279.039.

### **Changes:**

Requests for revision of the prequalification standing of any applicant will be considered whenever the applicant can make a showing of materially improved ability, but not more often than once in three months. Major changes must be submitted with a new prequalification application. If the changes are minor, such changes may be requested to the public contracting agency. Minor changes involve, but are not limited to, company name, adding or deleting classes of work. Contact Public Contracting Agency for specific procedures when there are changes to the information submitted in the application.

***With or without a request from a prequalified applicant, the prequalification limitation on class of work or size of project MAY be reviewed and increased or decreased as found appropriate. The prequalified applicant will be notified in writing of any such revision.***

### **Joint Venture:**

A public contracting agency may adopt special requirements concerning joint ventures. Before submitting a joint venture application, an applicant should ascertain if special instructions are applicable and obtain them from the designated public officer.

### **Jurisdiction:**

ORS 279.041 (1) states: (1) When a public contracting agency permits or requires prequalification of bidders, a person who wishes to prequalify shall submit a prequalification application to the agency on a standard form prescribed by the Director of the Oregon Department of Administrative Services or a local contract review board. Within 30 days after receipt of a prequalification application, the public contracting officer shall investigate the prospective bidder as necessary to determine if the prospective bidder is qualified. The determination shall be made in less than 30 days, if practical, if the prospective bidder requests an early decision to allow the bidder as much time as possible to prepare a bid on a contract that has been advertised. In making its determination, the agency shall consider only the applicable standards of responsibility listed in ORS 279.029 (6)(a)(B). The agency shall promptly notify the person whether or not that person is qualified.

PLEASE ANSWER EACH SECTION AND QUESTION IN THE APPLICATION. FAILING TO DO SO, THE APPLICATION WILL BE RETURNED FOR COMPLETION.

**1 PLEASE FILL IN THE CLASSES OF WORK YOU WISH TO BID WORK ON. CLASSES OF WORK INCLUDE, BUT ARE NOT LIMITED TO, WORK LISTED IN PARENTHESIS.**

**For Each Class of Work.**

- A Enter the maximum dollar amount of work you are capable of performing with your own workforces.
- B Enter the maximum dollar amount of work you are qualified to undertake in other states with your own workforces.
- C Enter the state(s) qualified for the amount shown in column 'B'.
- D Enter the number of years of experience in this class of work.

\*\*\*\*\* If more space is required, attach additional sheets. \*\*\*\*\*

**(Highways, Roads, Streets)**

<b>Class</b>	<b>A. Max dollar Amount</b>	<b>B. Qualified Dollar Amount</b>	<b>C. State(s) Experience</b>	<b>D. Years Experience</b>
Aggregate Bases	_____	_____	_____	_____
Asphalt Concrete Paving and Oiling (Paving, Chip Sealing, Crack Sealing, Slurry Sealing, Fog Sealing)	_____	_____	_____	_____
Bridges and Structures (Concrete, Steel, and Timber Bridges, Retaining Walls and Soundwalls; Seismic Retrofit; Box Culverts; Structural Plate Pipe, and Pipe Arches)	_____	_____	_____	_____
Buildings (Toilets, Bathhouses, Maintenance, Sand Sheds)	_____	_____	_____	_____
Earthwork and Drainage (Clearing, Earthwork, Blasting, Riprap, Culverts, Manholes, Inlets, Storm Sewers, Sanitary Systems)	_____	_____	_____	_____
Electrical (Traffic Signals, Illumination, Ramp Meters, Roadway Weather Information Systems (RWIS), Variable Message Signs (VMS), Traffic Cameras)	_____	_____	_____	_____
Landscaping (Roadside Seeding, Lawns, Shrubs, Trees, Irrigation Systems, Topsoil, Temporary and Permanent Erosion Control)	_____	_____	_____	_____

Class	A. Max dollar Amount	B. Qualified Dollar Amount	C. State(s) Experience	D. Years Experience
Miscellaneous Highway Appurtenances (Guardrail, Barrier, Curbs, Walks, Fences, Protective Screening, Impact Attenuators, Cold Plane Pavement Removal, Rumble Strips)	_____	_____	_____	_____
Painting (Bridges and Buildings)	_____	_____	_____	_____
Pavement Markings (Permanent - Painted, Durable, Markers, Delineators)	_____	_____	_____	_____
Portland Cement Concrete Paving	_____	_____	_____	_____
Rock Production (Aggregate Crushing, Sanding Rock)	_____	_____	_____	_____
Signing (Permanent)	_____	_____	_____	_____
Temporary Traffic Control (All Temporary Traffic Control Items Including Flaggers and Pilot Cars)	_____	_____	_____	_____
Other, (List specific class)	_____	_____	_____	_____



**2** Indicate the total amount of work, expressed in dollars, which the applicant can be bonded for at one time: \$ \_\_\_\_\_

**3 BID AND PERFORMANCE SURETY BONDS:**

If the contract(s) for which this prequalification is sought require bid and performance bond(s), the applicant shall state the name of the agent and name, address and telephone number of the surety company applicant expects to provide the bonds.

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

Agent's Telephone #: \_\_\_\_\_

**PLEASE FILL IN SECTION 4, 5, 6, 7 or 8 AS APPLIES**

**4**

If an Oregon corporation, answer this:

When Incorporated \_\_\_\_\_

President \_\_\_\_\_

1st Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

What officers are authorized to execute bids and contracts

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Additional documentation may be required by the public contracting agency)

**5**

If a general partnership, answer this:

Date of Organization \_\_\_\_\_

If a foreign (out of State) co-partnership or persons engaging in business in the state under an assumed name, but not domiciled within this state, state whether or not such partnership or business organization has been registered as may be required in compliance with Chapter 648, Oregon Revised Statutes

Name and Address of Partners \_\_\_\_\_

\_\_\_\_\_

What officers are authorized to execute bids and contracts

\_\_\_\_\_

(Additional documentation may be required by the public contracting agency)

**6**

If a foreign (out of State) corporation, answer this:

When Incorporated \_\_\_\_\_

In what state \_\_\_\_\_

Date of authorization to transact business in the State of Oregon \_\_\_\_\_

Has applicant filed with the Department of Revenue forms required by ORS 279.021? Yes ☐ No ☐

President \_\_\_\_\_

1st Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

What officers are authorized to execute bids and contracts

\_\_\_\_\_

\_\_\_\_\_

(Additional documentation may be required by the public contracting agency)

Name and address of registered agent in Oregon

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**7** If a limited liability company, limited liability partnership or a limited partnership indicate below:

Check One: ☐ Limited liability company

☐ Limited liability partnership

☐ Limited partnership

Have you registered with the Oregon State Corporation Division, Business Registry? ☐ Yes ☐ No

Name and address of  
organizer:

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List who is authorized to execute bids  
and contracts:

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(Additional documentation may be required by the public contracting agency)

**8** If doing business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of  
business:

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If you are a sole proprietor using an assumed business name, please list name below:

---

Registration  
date:

---

Expires:

---

**9** If doing business under an assumed business name, fill out the following information:

Name of assumed  
business:

---

Owner's name and  
address:

---

Registration  
date:

---

Expires:

---

## 10

## Applicant's Equipment Questionnaire

**(A)** Plants and equipment owned by the applicant: List only major items. Lump together small equipment and tools

[illegible]

**(B) Total market value of equipment:** \$

(C) Does applicant intend to rent equipment? Yes ☐ No ☐ If yes, provide a general description: \_\_\_\_\_

Contractor's Prequalification Application / DAS Form # 11

# 11

## Applicant's Experience Questionnaire

List major projects applicant has undertaken in the last five years.  
(List most recent projects first)

Name and Address of Owner	Name of Project	Class of Work	Contract Amount
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			

## Applicant's Experience Questionnaire - Continued

List the following additional information for projects listed under Item 11  
(Use same line No. as in opposite page)

Date of Completion (if completed)	Location of Work	*	Surety Company if Project Bonded	Architects or Engineering Firms**
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

\* Indicate whether: (P) Prime Contractor, (JV) Joint Venture, (Sub) Subcontractor

\*\* Indicate name, address and phone number including area code

13

## Applicant's Experience Questionnaire - Continued

A. How many years has applicant been in business under present name?

As a prime contractor? \_\_\_\_\_ As a subcontractor? \_\_\_\_\_

B. How many years' experience in construction work has applicant had:

As a prime contractor? \_\_\_\_\_ As a subcontractor? \_\_\_\_\_

14

What is the construction experience of all owners, officers, partners and principal individuals in applicant's organization? Also list any other individuals or organization who, in any way and to any extent, controls or influences the bidding.

Individual's Name	Present Position or Office	Years of Construction	Magnitude and Type of Work	In What Capacity

15

Indicate contractor's licenses or registration numbers held as required by Oregon Statutes:

Corporation Division Registration No. \_\_\_\_\_

Construction Contractors Board No. \_\_\_\_\_

Landscape Contractors License No. \_\_\_\_\_

Electrical License No. \_\_\_\_\_

Plumbing License No. \_\_\_\_\_

Pressure Vessel Installers License No. \_\_\_\_\_

Other License No. \_\_\_\_\_

16

Following space may be used for general remarks and explanations pertaining to the foregoing prequalification statements: (Also explain here any experience claimed which is that of a business organization or entity, other than the applicant, including a business entity superseded by the applicant).

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## 17 OWNERSHIP AND CONTROL

- (a) Is there any organization, owned or controlled by the applicant, its officers, directors, partners and anyone owning at least 10% interest in the firm, or in which the applicant was or is an officer, director, partner, doing business in Oregon under another name.

Yes ☐ NO ☐ If yes, please list in space below. If no, write N/A in space below.

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- (b) Are there any individuals, companies or corporations owning 10% or more of applicant's firm. Yes ☐ No ☐ If yes, please list in space below. If no, write N/A in space below.

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- (c) Are there any other personnel in applicant's organization who have a financial interest in or serve as officers or partners in another firm prequalified to bid in this or another state. Yes ☐ No ☐ If yes, please list below in space provided. If no, write NA in space below.

Individual's Name	Present Position or Office	Other Firm or Firms	Position in Other Firm(s)	State of Other Firm

- 18** Is your firm currently certified by the State of Oregon as a Disadvantaged Business Enterprise (DBE)?  
(Check one) ☐ Yes ☐ No

## 19

- a) Have you ever been denied prequalification by any state, local or federal agency in this or any other state?  
(Check one) ☐ **Yes** ☐ **No** If yes, please attach an explanation.

- b) Have you ever been debarred from bidding on contracts by any state, local or federal agency in this or any other state under any State Law or Federal Law?  
(Check one) ☐ **Yes** ☐ **No** If yes, please attach an explanation.

- c) Has any officer or partner of the applicant ever applied for prequalification with the public contracting agency under a different name?  
(Check one) ☐ **Yes** ☐ **No** If yes, please attach an explanation.

- d) Has the applicant ever failed to complete a state, local or federal public improvement (works) contract?  
(Check one) ☐ **Yes** ☐ **No** If yes, please attach an explanation.

- e) Has any officer or partner of the applicant ever been found in breach of a local, state or federal contract?  
(Check one) ☐ **Yes** ☐ **No** If yes, please attach an explanation.

**20** Name of contact person for information regarding this application. \_\_\_\_\_

**21** AFFIDAVIT:

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

ss.

I, \_\_\_\_\_ being first sworn, state that I am

\_\_\_\_\_ of the applicant herein and that the statements made in this application

(Title)

are true and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of prequalification, and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in applicant's ability to carry out any project for which applicant desires to submit a bid; applicant will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the bid opening and that it is understood that such notice may change the eligibility of applicant to submit the bid.

(Original Signature)

(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_

Notary Seal  
or  
Stamp

Original Notary Public Signature

My commission expires \_\_\_\_\_



**SECTION 00460**

**REQUIRED SUPPLEMENTS**

<u>Section</u>	<u>Description</u>
00461	Non-Collusion Affidavit



**SECTION 00490**

**SAMPLE FORMS**

# Notice of Intent to Award

Dated \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

Bids were received and opened on \_\_\_\_\_, 2013 for the above project. After review and evaluation of the bids, the apparent lowest responsive bidder was determined to be \_\_\_\_\_.

The City of Coos Bay (Owner) at a special meeting on \_\_\_\_\_ (date) intends to award the Contract to \_\_\_\_\_. The Bidding Documents require any protest to this intended award be filed with the Owner within seven (7) calendar days of mailing of this notice. The award will be final upon the later of the following: seven (7) days after the date of the Notice of Intent to Award or until the City of Coos Bay (Owner) provides a written response to all timely-filed protests that denies the protest and affirms the award.

\_\_\_\_\_  
(OWNER)  
By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
\_\_\_\_\_  
(TITLE)

# Notice of Award

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

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i>	

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] calendar days of the date of issuance of this Notice of Award.

1. Deliver to the Owner [4] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
  - a. You must deliver with the executed Agreement the insurance certificates as specified in the General Conditions (paragraph 5.03, 5.04, 5.06 including 5.07) and the related Supplementary Conditions to those General Condition sections. Parties required to be listed as insured, additionally insured, or also insured shall all be listed on the Certificates of Insurance. The date of the Certificate shall be left blank. A letter shall be provided, signed by both the Contractor and agent of the insurance company, which authorizes the OWNER to insert the date on the Certificate which is the same date as the Effective Date of the Agreement.
  - b. You must deliver with the executed Agreement, proof that an employee drug testing program is in place. Such proof may include a copy of the adopted policy or program for employee drug testing.
  - c. Also, before you may start any Work at the site, you must:
    - i. Submit a project work schedule.
    - ii. Submit a schedule of values.
    - iii. Schedule a preconstruction conference with Engineer.
    - iv. Receive a Notice to Proceed from the Engineer.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Authorized Signature

Copy to Engineer \_\_\_\_\_  
Title