

**INSTRUCTIONS TO BIDDERS & SPECIAL PROVISIONS**  
**MISSION ST SE**  
**Marion County, OR**

GENERAL

Chambers Construction invites your firm to submit a bid for providing all Supervision, Labor, Materials, Equipment, Tools, and everything necessary to accomplish various portions of subcontract work and supply of materials as required by the bid documents which are a part of the construction documents, whether or not bound herewith, and by reference. All construction and materials shall conform to the plans and applicable requirements of the 2018 Oregon Standard Specifications For Construction.

1. BID DOCUMENTS:

The following documents form a part of and are included in the Contract Documents:

- A. By reference, Project Manual, Divisions 00-30, Oregon Standard Specifications For Construction, dated 2018 prepared by Oregon Department of Transportation, except those sections prepared by Chambers Constructions as identified below in paragraph 1, C.
- B. Drawings titled MISSION ST SE, Marion County, December 2018 as prepared by KPFF Consulting Engineers.
- C. Bid Instructions, Contract Requirements
  - a. Section 00 0116 – Invitation to Bid
  - b. Section 00 0120 – Instructions to Bidders & Special Provisions
  - c. Section 00 130.31 – Sample Purchase Order
  - d. Section 00 130.32 – Sample Subcontract
  - e. Section 00 130.33 – Sample Trade Damage Clause
  - f. Section 00 170.65 – January 1, 2019 BOLI PWR
  - g. Section 00 195.01 – Textura Supplement
  - h. Section 00 195.02 – Textura Payment Overview
  - i. Section 00 300 – Bid Form
  - j. Section 01 141.01 – Copy of Development Agreement No. 32351

2. BID FORM: All bids must be submitted on the 00 0300 Bid Form. Bidder may also submit, as a supplement separate to the bid form, clarifications to bidder's scope of work with the stipulation that bidder acknowledges all terms, conditions and bid instructions listed in this Instructions to Bidders take precedence. Bidders are required to submit Lump Sum bids on the Work and if requested, any prescribed Alternates & Unit Prices.

3. BID DATE: **Tuesday March 19, 2019 until 2:00 PM.**

**Bid Submission: faxed and/or e-mailed bids will be received by the CM/GC, Chambers Construction Co., Construction Manager/General Contractor (CCB #114258), for MISSION ST SE on March 19, 2019 until 2:00 p.m. local time at Chambers Construction Office, 3028 Judkins Rd #1, Eugene, Oregon, 97403, e-mail: [pduerr@chambers-gc.com](mailto:pduerr@chambers-gc.com) Tel (541) 687-9445, Fax (541) 687-9451.**

Delivery of Bids shall be conducted in accordance with 00 0116 Invitation to Bid. Bidders bear the responsibility to insure their Bid arrives prior to the Bid closing time. Label clearly on Bid the Project Name.

4. PRE-BID CONFERENCE: Not Required\_

5. CONTRACT INFORMATION

The Subcontract Agreement will be awarded on a standard Chambers Construction Subcontract Agreement form for any work requiring labor at the jobsite. Purchase Orders will be awarded on a standard Chambers Construction Purchase Order Agreement form only for the supply of materials. Copies of these forms are included in the Project Manual. Any proposed modifications are to be included with the bid. Chambers Construction may reject any bid that includes unacceptable modifications to the Subcontract Agreement.

6 REQUEST FOR CLARIFICATION & DISCREPANCIES

Regarding Technical Questions - Should a bidder have a Request for Clarification or find discrepancies, ambiguities, or omissions in the request for bid package relating to the technical requirements, or should a bidder be in doubt as to their meaning, bidder should contact the Engineer: KPFF Consulting Engineers, Anna Backus, P.E., 1201 Oak Street, Ste 100, Eugene, OR 97401. Ph (541) 684-4902, Fax (541) 684-4909 or e-mail at: [Anna.Backus@kpff.com](mailto:Anna.Backus@kpff.com)

Regarding Administrative Questions - Should a bidder have a Request for Clarification or find discrepancies, ambiguities, or omissions in the request for bid package relating to administrative requirements, or should a bidder be in doubt as to their meaning, bidder should contact the CM/GC: Chambers Construction, attn.: Pat Duerr, at (541) 687-9445, fax (541) 687-9451 or e-mail at: [pduerr@chambers-gc.com](mailto:pduerr@chambers-gc.com)

**Under no circumstances shall the Owner be contacted by any bidder.**

7 PLAN CENTERS: The Bid Documents may be viewed at the following plan centers

Eugene Builder's Exchange, 2460 W. 11th, Eugene, OR 97402  
PH (541) 484-5331 FX (541) 484-5884

Daily Journal of Commerce, 921 SW Washington St., Ste 210, Portland, OR 97205  
PH (503) 274-0624 FX (503) 274-2616

Douglas Plan Center, 3076 NE Diamond Lake Blvd, Roseburg, OR 97470  
PH (541) 440-9030 FX (541) 440-8937

Contractor Plan Center, 5438 SE International Way, Milwaukie, OR 97222  
PH (503) 650-0148 FX (503) 650-8273

Salem Contractor's Exchange, 2256 Judson Street SE, Salem, OR 97309  
PH (503) 362-7957 FX (503) 362-1651

McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210  
PH (253) 922-7172

Premier Builders Exchange, 1902 NE 4<sup>th</sup> Street, Bend, OR 97701  
PH (541) 389-0123 FX (541) 389-1549

Willamette Valley Bid Center, 32054 Old Hwy 34, Tangent, OR 97389  
PH (651) 928-5159 FX (541) 928-0865

**Bidding Documents may also be examined at:**

Chambers Construction Office, 3028 Judkins Rd #1, Eugene, Oregon 97403.  
PH (541) 687-9445 FX (541) 687-9451  
Chambers Website: <https://planroom.chambersconstruction.com/>

8 CONTACT FOR INFORMATION: (also see paragraph 6)

Pat Duerr  
Chambers Construction Co.  
3028 Judkins Road  
Eugene, OR 97403  
Telephone: (541) 868-8508  
Fax: (541) 687-9451  
E-mail: [pduerr@chambers-gc.com](mailto:pduerr@chambers-gc.com)

9 STATE OF OREGON / DEVELOPER AGREEMENT Information: The State of Oregon and Developer have entered into a Development Agreement. This agreement is referenced as Misc. Contracts and Agreements No. 32351. The Development Agreement is included in Section 01 141.01. The Subcontractor agrees to be bound to Contractor by the terms of the Development Agreement to the extent required to construct the improvements. All reference to and requirements of "Contractor" in the contract documents pertain to subcontractor as well.

10 INCOMPLETE PLANS: If the work in the documents defined is not complete or does not provide a fully functional system, include the cost for providing a complete and fully functional system. Bidder acknowledges they are providing a complete functional system which meets all installation code requirements under their base bid. Where no specific details are shown, Subcontractor shall include construction costs to conform to similar work as detailed elsewhere on the project.

11 DOCUMENT CONFLICTS: Subcontractor shall include cost to cover the most expensive construction method where conflicts occur in the documents.

12 COMPLETE DOCUMENT USE: Subcontractors shall base their bid, and if subsequently awarded a contract, on a complete set of contracts documents. A bid may be subject to rejection if noted

to have been based on partial information. All subcontractors that receive a subsequently awarded contract shall construct the work utilizing complete sets of contract documents.

13 Not required.

14 ADDENDA: Addenda will be posted to plan centers listed above. Bidders shall acknowledge receipt of any addenda prior to submitting a bid by identifying the addenda number in the space provided on the bid form. The last date for any addenda to be issued is anticipated to be **March 14, 2019**.

Only those clarifications issued as Addenda by in writing shall be valid and become part of the Contract Documents.

15 SUBSTITUTIONS: Substitution requests must be received by KPFF Consulting Engineers for design team review no later than **noon on March 12, 2018** and be submitted in accordance with specification sections 01 1600 of the Specifications.

16 BIDDER CLARIFICATIONS / EXCLUSIONS: In the event the Bidder excludes or clarifies an item of work that was included as part of their scope of work described in the Specifications (including Sections 00 and 01) or any other bidding document, the Bidder agrees to accept Chambers Construction's evaluation of the cost of the missing or clarified item for the purpose of comparing bids.

17 VALUE ENGINEERING: None Accepted.

18 ACCEPTANCE OF BID (AWARD): It is the intent of the Contractor to award a subcontract to the qualified Bidder. The CM/GC shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the CM/GC's judgment is in the Owner's best interest.

The CM/GC and Owner shall have the right to accept Prescribed Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest total cost to the Owner on the basis of the sum of the Base Bid and any or all Prescribed Alternates accepted.

19 DRUG & ALCOHOL POLICY: In an effort to provide a safe and healthy work place Chambers Construction has the following policies in force for their employees, Bidders shall have an established a drug and alcohol testing program for their employees:

- .1 A written employee drug-testing program,
- .2 Required drug testing for all new Subject Employees, or alternatively, requiring testing of Subject Employees every six months on a random selection basis,
- .3 Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs, and
- .4 Required testing of a Subject Employee when the Subject Employee is involved in: (i) an incident causing an injury requiring treatment by a physician, or (ii) an incident resulting in

damage to property or equipment.

- 20 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The subcontractor shall secure and maintain such public liability and property damage insurance as will protect the CM/GC and Owner from any and all claims from damage or personal injury including death, which may arise from operations under this Contract or in connection therewith, including all operations of sub-tier subcontractors. Such insurance shall provide coverage for not less than the following as allowed by the CM/GC:

Employers Liability Insurance: Minimum limits of \$1,500,000 each incident, \$1,500,000 policy limit, and \$1,500,000 per each employee.

Commercial Liability Insurance: Minimum limits of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate for all claims arising from a single occurrence, on a per project basis.

Automobile Liability: Minimum limits of \$2,000,000.

Limits of insurance as required above may be satisfied by a single policy or in combination with an excess liability or umbrella policy

Additional Insured parties: Chambers Construction and Mission XYZ, LLC and State and City must be named as additional insured on the Certificate of Liability Insurance.

- 21 WORKERS COMPENSATION INSURANCE: Statutory Oregon Coverage must be provided. Insurance shall be issued by company or companies acceptable to CM/GC on forms acceptable to CM/GC.

- 22 CERTIFIED PAYROLL: Required in accordance with Oregon BOLI PWR.

- 23 EQUAL OPPORTUNITY: The CM/GC and the CM/GC's subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CM/GC will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 24 JOBSITE CONDITIONS: Subcontractors who submit a bid shall certify that they have visited the jobsite and are completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and have made allowances for those conditions in their bid.

- 25 LABOR RATES: Prevailing Rate of Wage – Oregon BOLI rate of pay “is” required on this project.

- 26 **COORDINATION OF THE WORK:** Subcontractor will be responsible for coordinating their work with that of other trades. All field coordination requiring communications with representatives of other trades shall be through Chambers Construction. There will be a Mandatory Subcontractor Coordination meeting held weekly at the job site: Monday at 10:00 a.m. Each Subcontractor shall designate a qualified representative to attend.
- 27 **SCHEDULE:** Subcontractor shall provide submittals required by the contract documents in a timely manner such that materials and equipment will be delivered to the jobsite to meet the project schedule. Bidders shall commence the work in April 2019 and complete the work in July 2019. Bidder shall furnish a detailed construction schedule as part of the work. **Bidders shall recognize that time is of the essence.**
- 28 **WARRANTIES AND GUARANTIES:** Subcontractor shall fully warrant all work, at a minimum, for at least one (1) full year from Substantial Completion of the Project regardless of manufacturers' or subcontractor/installers' warranties. Individual specification sections may require longer warranty periods. Refer to specific specification sections for more detailed information.
- 29 **LAYOUT:** Subcontractor shall provide their own engineering layout as required for subcontract work.
- 30 **HOISTING:** Subcontractor shall provide their own off-loading, hoisting and rigging as required.
- 31 **SCAFFOLDING, LIFTS:** Subcontractor shall provide their own scaffolding, work platforms, boom lifts, etc. as required to complete the contracted scope of work within the confines of the building and site.
- 32 **CLEAN UP/DEBRIS REMOVAL:** Subcontractor shall include all cleanup costs, waste sorting costs, and deposit of wastes and recycling for materials associated with subcontractor's scope of work. Subcontractor performing shall be responsible for their own hauling, dumpster, and all other costs related to debris removal.
- Subcontractor shall be responsible for their own operations and subsequent dust control and daily clean up.
- 33 **REPROGRAPHICS:** Subcontractor shall be required to pay for the cost of reproduction for all plans and specifications required by subcontractor for performance of the work. Subcontractor shall bid and perform the work (if awarded a contract) from complete sets of plans and specifications including posting any addendums within the construction documents.
- 34 **WORK SEQUENCE:** It is agreed that continuous operations are not anticipated, and work must

be sequenced to expedite work of other trades as directed by Chambers Construction.

- 35 All change proposals including material invoices and quotations must be itemized and provide sufficient detail for analysis of fee and all costs for material, labor, payroll taxes, equipment, and subcontractors. It is agreed that a not-to-exceed 10% maximum overhead and profit will be added to the justified costs as detailed and substantiated in change analysis by the subcontractor performing the actual work. Subcontractors of all higher tiers shall be permitted 5% maximum overhead and profit for changes. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any. This markup shall be full and final compensation for home office overhead, field overhead, profit, time extensions, extended general conditions, labor inefficiencies, any and all costs associated with the change due to the effect of multiple changes. All sub-tier contractors are required to provide the same documentation.

Non-Compensable Changes: Certain changes are considered part of the Work and are not compensable to the Subcontractor, such as, but not limited to:

- a) Subcontractor error or omission.
  - b) Omitted detail that is reasonably inferable as incidental to the work.
  - c) Omitted detail that is customarily performed in such work.
  - d) Work required to be performed by code even though not detailed on the drawings.
  - e) Interferences between the work of various subcontractors.
  - f) Quality of a component of the work not in keeping with the specifications.
  - g) Warranty repairs.
  - h) Mistakes in layout and/or measuring by Subcontractor.
- 36 DAILY REPORTS: Subcontractor shall provide, on a daily basis during on-site activities, a written report identifying, at a minimum, the following information: Subcontractor's crew size and makeup, work performed, delays or disruptions, injuries or accidents, safety observations, and tests performed. Subcontractors must use the Daily Construction Report included in Chambers Construction Subcontract.
- 37 INSPECTIONS AND TESTING: Subcontractor shall coordinate and request all necessary inspections and testing for their work with the Owner's Testing Laboratory and any other jurisdictional authorities related to their work. Owner shall pay for testing and inspection cost.
- 38 PERMITS, LICENCES AND FEES: Owner shall pay only for the general Building Permit cost and related plan check fees and systems development charges (SDC). Subcontractor shall obtain and pay for all other permits, licenses, fees, required to perform their scope of work.
- 39 PARKING/STORAGE: Subcontractor shall be responsible to secure parking and storage areas necessary for timely prosecution of the work. It is understood access to the construction site is limited and deliveries for staging / laydown area is limited.

40 Subcontractor and supplier invoicing shall be through Textura, an internet-based invoicing and payment system. One-time fee paid by subcontractor/supplier are as follows:

- 0.18% of contract value
  - Minimum - \$50
  - Maximum - \$2,500

**END OF SECTION**

**This page intentionally left blank**