

# SEABOLD

CONSTRUCTION CO., INC.  
GENERAL CONTRACTOR

## PROPOSAL

DATE: August 08, 2012

**TO: Sheridan School District**  
435 S. Bridge St  
Sheridan, Oregon 97378

**ATTN:**

**ARCHITECT/ENGINEER: N/A**

**JOB NAME: FCS Garbage Pad Area**

**LOCATION: Faulconer Chapman School**

SEABOLD CONSTRUCTION CO., INC PROPOSES TO FURNISH ALL MATERIAL AND LABOR REQUIRED FOR APPLICATION OF THE FOLLOWING (HEREINAFTER DESIGNATED AS "THE WORK")

Solicitation Number: 2012-2013-2

Excavate approximately 2,335 sf of soil provide and install all aggregate, asphalt, concrete, and roughly 85 lf of fencing to accommodate the new garbage pad between Faulconer Chapman schools main building and west play area adjacent to the existing fire lane per the bid packet .

**Terms:** Net 30

Excludes permits if necessary

Excludes utility relocations if necessary

Excludes landscape and irrigation if necessary

Excludes prevailing wage rates if necessary

This proposal is subject to change and may be withdrawn if not accepted within 60 days of the above date.

Contract Price: \$ 27,450

**Seabold Construction Company**

Signed: \_\_\_\_\_

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

Signed:  \_\_\_\_\_

Date: 8-8-12

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

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

Harry Seabold

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

Title: Vice President

9965 SW ARCTIC DRIVE • BEAVERTON, OR 97005  
PHONE (503) 626-8060 • FAX (503) 626-0331

[WWW.SEABOLD.NET](http://WWW.SEABOLD.NET)  
OR LICENSE #48023

NV LICENSE #76177  
WA LICENSE # SEABOCC141RN

AZ LICENSE #255678  
UT LICENSE #7398061-5501

# Sheridan School District 48J

435 South Bridge Street  
Sheridan, Oregon 97378

*A.J. Grauer, Superintendent*



Phone (503) 843-2433  
Fax (503) 843-3505

[www.sheridan.k12.or.us](http://www.sheridan.k12.or.us)

## Bid Packet

Faulconer Champman School

Garbage Area Service Pad

Bids Due 2:00 p.m. on August 8, 2012

## **ADVERTISEMENT FOR Faulconer Chapman School Garbage Pad Area (Invitation to Bid)**

Sheridan School District is requesting proposals from prospective contractors for the construction of a Garbage Pad Area between Faulconer Chapman Schools main building and the West Play Area. The Garbage Pad Area measures 75 feet in length and width of 30' concrete construction including metal reinforcement. Interested persons may call the District Office at 503-843-2433 to request a Request for Proposals Packet or to schedule an appointment to tour the property. Proposals must be submitted to Sheridan School District's main office, 435 S. Bridge St, Sheridan, OR 97378 by 2pm on August 8, 2012. Proposals must be in a sealed envelope marked "Bid for FCS Garbage Pad Area".

**Description:** CONSTRUCTION OF A Garbage Pad Area AT FAULCONER CHAPMAN SCHOOL

**Details:** 75' long x 30' wide concrete construction including metal reinforcement.

**Solicitation Number:** 2012-2013-2

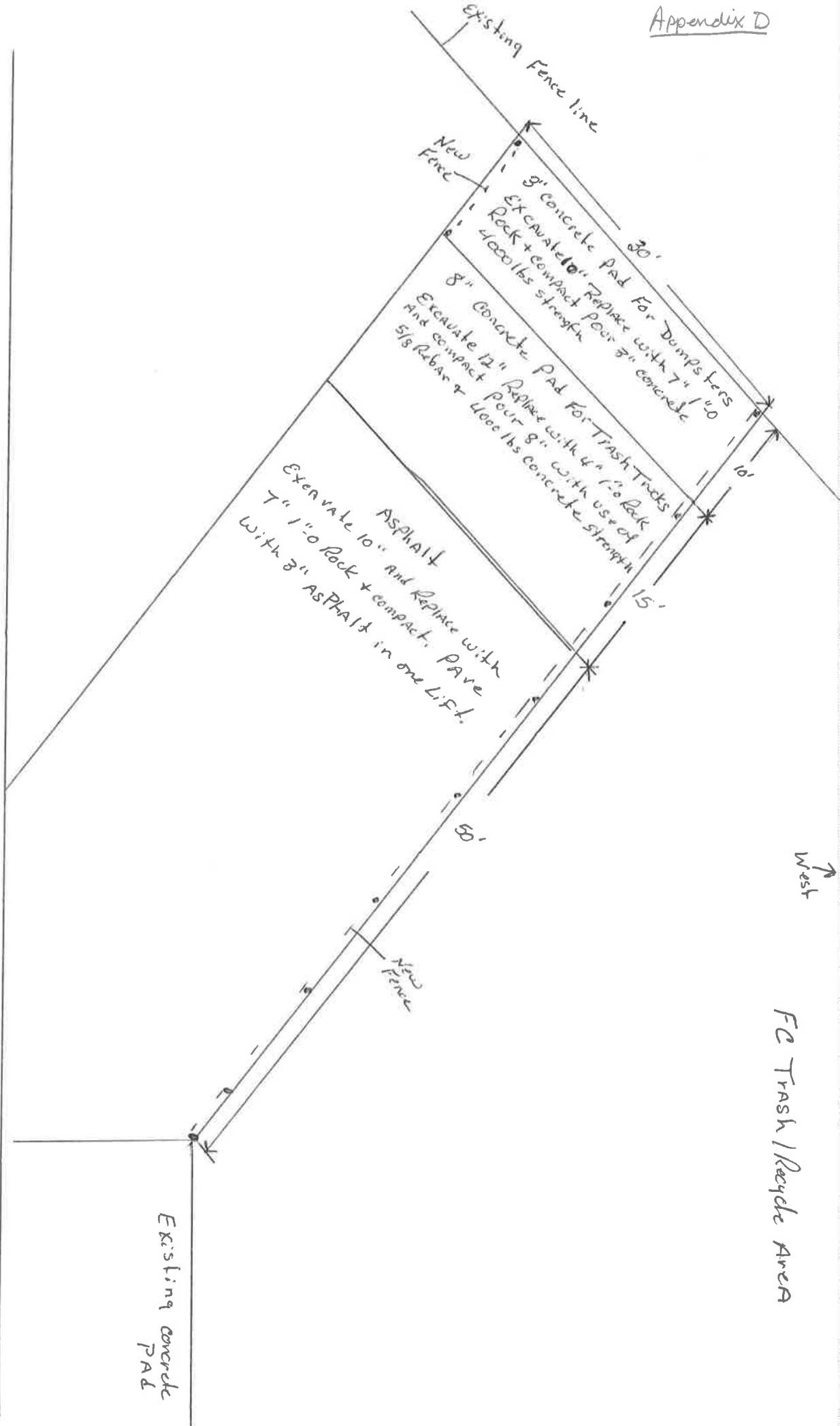
**Deadline to Receive Bids:** 8/8/12 – 2:00 pm at Sheridan School District

**To Receive a Bid Package:** Please visit <http://www.sheridan.k12.or.us>  
or fax request to 503-843-3505

**Agency:** Sheridan School District 435 S. Bridge St. Sheridan, OR 97378

Existing Asphalt  
Fire Lane

School



## **Sheridan School District 48J Request for Bid**

### **GENERAL REQUIREMENTS**

#### **NOTICE TO BIDDERS**

For purposes of these instructions and all other contract documents herein, the name Sheridan School District 48J may be abbreviated to "District" and both names signify the same municipal corporate body.

#### **DEFINITIONS**

As used in the Contract Documents, unless the context requires otherwise:

1. "District," "School District," "Sheridan School District," or "Owner" means School District No. 48J, Yamhill County, Oregon.  
"Contract" or "Contract Documents" include the Agreement, the bond, the Proposal, the Instructions to Bidders, the General Conditions of the contract and Detailed Specifications, the Addenda, if any, incorporated in the Documents before their execution.  
"Contractor" means the person or persons with whom a contract is entered into by the District for the performance of work or the providing of goods and/or services.
4. "Person" means a person, partnership, corporation, and other association.
5. "Responsible Bidder or Proposer" means an individual, firm or corporation who has the capability in all respects to perform fully the contract requirements, the integrity and reliability which will assure good faith performance, and who has not been disqualified under ORS 279C.440.
6. "Specifications" means the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of bidding for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

#### **DURATION OF QUOTES**

1. Each quote shall be irrevocable for a period of 60 days from date of bid opening.
2. An award of a contract to any bidder shall not constitute a rejection of any other bid.

#### **RESERVATIONS**

The Board of Directors of Sheridan Schools expressly reserves the following rights:

1. To reject all bids.
2. To reject any bid or bids not in compliance with all prescribed public bidding procedures and requirements.
3. To reject any bid or bids not meeting the specifications set forth herein.
4. To waive any or all irregularities in bids submitted.
5. To consider the competency and responsibility of bidders in making any award.
6. To award the contract by lot or by individual item as the District deems appropriate, unless otherwise specified.
7. In the event any bidder or bidders to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and in the manner hereinbefore specified, to re-award the contract to another bidder or bidders.
8. To increase or decrease specified quantities by 20%.
9. To make the award based on their best judgment as to which merchandise or services comply with the specifications.

## **REQUEST FOR CHANGE OR PROTEST OF SOLICITATION SPECIFICATIONS OR CONTRACT PROVISIONS**

1. Time for Submission of Request for Change or Protest. Requests for change or protests of solicitation specifications or contract provisions shall be presented to the District's Purchasing Department, in writing, five (5) calendar days prior to bid or proposal closing. Such request for change or protest shall include the reasons for the request or protest, and any proposed changes to specifications or provisions. No request for change or protest of the content of solicitation specifications or contractor provisions shall be considered after the deadline established for submitting such request or protest.
2. Extension of Closing Date. If any request for change or protest is received in accordance with section (1) above, the bid or proposal closing date may be extended if the District determines an extension is necessary to allow consideration of the request or protest and issuance of any addenda to the solicitation documents.
3. Identification of Request for Change or Protest. Envelopes containing requests for change or protests of solicitation specifications or contract provisions shall be marked as follows:
  - a. Solicitation Specifications (or Contract Provisions) Request for Change (or Protest)
  - b. Solicitation Document (or Other Identification)

## **PROTEST OF CONTRACTOR SELECTION, CONTRACT**

1. Notice of Award.

The District's written notice of contract award shall constitute a final decision of the District to award the contract or proceed with the purchase if no written protest of the contractor selection or contract award is filed with the District's Purchasing Department within seven (7) calendar days following issuance of the award documents. If a protest of contractor selection or contract award is timely filed by an actual aggrieved bidder or proposer, the award documents shall constitute a final decision of the District only upon issuance to the protesting bidder or proposer of a written decision denying the protest and affirming the selection or the award.

Unsuccessful bidders or proposers will generally not be notified that a contract has been awarded.

2. Right to Protest.

Any actual bidder or proposer who is adversely affected or aggrieved by the District's grounds upon which the protest is based may file a written protest. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsive, responsible bidder or best proposer and must be next in line for award, *i.e.*, the protestor must claim that *all* lower bidders or better proposers are ineligible for award because their bids or proposals were non-responsive or as a result of the District committing a material violation of a solicitation provision or of an applicable procurement statute or administrative rule, the protestor was unfairly evaluated and would have, but for such material violation, been the lowest bidder or the highest-ranked proposer. The District shall not entertain a protest submitted after the time period provided in the District's solicitation.

3. Authority to Resolve Protests.

The superintendent or the superintendent's designee shall have the authority to settle or resolve a written protest submitted.

4. Decision.

After the superintendent or the superintendent's designee issues a response to a written protest, an aggrieved proposer may seek judicial review in the manner provided in ORS 279B.415.

### **ACCEPTANCE OF CONDITIONS**

Each bidder by the submission of a bid assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

### **INTERPRETATION OF SPECIFICATION**

Any interpretation upon the foregoing or annexed specifications, either verbal or written, attempted to be placed thereon by any person other than the purchasing supervisor or his/her designee will not be binding upon the District.

### **WARRANTY AND GUARANTEE**

Unless otherwise specified herein, all goods, materials and workmanship shall be guaranteed and warranted for a period of twelve months from date of delivery, including parts, labor, transportation, technician mileage, service calls, etc., except for damage caused by misuse, vandalism or acts(s) of God.

### **TAX EXEMPTION**

Prices quoted should not include Federal Excise or Transportation taxes, nor State or sales tax as the District is exempt from such taxes. Federal Excise Tax exemption certificate will be furnished, if required.

### **TRADE-IN EQUIPMENT**

It will be the responsibility of the successful bidder to make the necessary arrangements to remove equipment traded in without cost to the District.

### **NOTIFICATION OF AWARD**

District purchase orders listing items that have been awarded will be mailed to each successful bidder promptly after awards have been made.

### **SAMPLES**

When required, samples must be delivered to the designated location prior to the stated bid opening time, or as noted on the bid. All samples submitted that are not consumed in testing must be picked up within ten (10) days after notification by the District Purchasing Department or they become the property of the District.

### **ADDITIONAL REQUIREMENTS**

1. Drop-Shipment will not be accepted by the District and will be refused unless:
  - a. Shipment is prepaid FOB destination.
  - b. Shipping label shows vendor to whom District purchase order was issued.
  - c. Shipping label clearly shows District purchase order number.Successful bidders will be required to supply appropriate labels and packing slips to their suppliers if they intend to drop-ship. The District will not be liable for storage or second delivery charges necessitated by non-compliance with the above items.
2. Bidders must include catalogue information, specifications, etc., on each item bid unless the District has specified a brand name and model for reference and the item being bid is that exact brand and model.
3. Brand names and/or model numbers, where used herein, are for reference purposes only. Products of like quality meeting District specifications will be equally considered. If bidding other than as specified, a product sample is to be provided along with this bid.
4. Bidders are encouraged to bid various alternates, if such alternates essentially meet

specifications. Bidders may describe such alternates on other than the proposal forms provided herein, but are cautioned to make their submittals complete and self-explanatory. The District is not required to seek details or information not initially included with bid proposals.

5. All equipment shall be new and of the latest model, unless otherwise specified by the District, and warranted by the successful bidder(s) for a period of one year from date of delivery to the District. Warranty is to include all parts, labor, mileage, etc., except for the costs of repairs to equipment damaged by misuse or abuse by the District. In addition, vendors are required to provide complete manufacturer warranty information on all equipment bid.
6. All electrical items must have 3-wire grounded power cords unless otherwise specified and must meet State of Oregon and Yamhill electrical codes. All equipment shall comply with OSHA standards.
7. All items offered must be labeled in accordance with the chronic hazard labeling standard (ASTM D- 4236, and Federal Law PL 100-695) and shall be ACMI certified.
8. The District reserves the right to award the contract by lot or individual item, whichever is deemed appropriate.

### **INSURANCE REQUIREMENTS**

The successful Contractor for this project, at their sole expense, shall obtain and maintain insurance for the term of the contract. Contractors will be required to provide a certificate naming the Sheridan School District 48J as an additional Insured and states that the coverage afforded the District as an Additional Insured shall apply as primary and not excess to any insurance issued the District.

The Certificate of Insurance must be completed and executed by an authorized representative of the company providing insurance, filed, and approved by the Sheridan School District prior to commencing work.

### **COMPREHENSIVE OR GENERAL LIABILITY** for Bodily Injury and Property Damage.

It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide the Sheridan School District 48J and their agents, staff, volunteers, and employees as Additional Insured buy only with respect to the Contractor's services to be provided under this contract.

### **AUTOMOBILE LIABILITY**

shall insure against death, personal injury and property damage arising out of the use (including loading, transporting, and unloading) by or on behalf of the contractor, its agents and employees of owned, non-owned or hired vehicles for the indemnity required under this contract.

### **WORKERS' COMPENSATION**

Insurance in compliance with ORS 656.017, which requires subject employees to provide Oregon workers' compensation coverage for all their subject workers.

This instruction sheet may be given to your Insurance Agent/Broker for issuance of the required certificate(s). Return the completed certificate to the Sheridan School District's Purchasing Department no later than ten (10) days from notification of award of contract.

There shall be not cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to Sheridan School District 48J.



## **TERMS AND CONDITIONS APPLICABLE TO AWARD**

### **INDEMNITY/HOLD HARMLESS**

To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Sheridan School District 48J, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Sheridan School District 48J agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the District during the course of this agreement.

### **PAYMENT FOR SERVICES**

The contractor must submit an invoice to Sheridan School District, 435 S Bridge Street, Sheridan, OR 97378. All invoices must reference the District purchase order issued to the contractor. All materials furnished must be accepted by the District before payment will be approved. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later.

### **NON-ASSIGNABILITY**

The successful bidder shall not assign any portion of the Contract. The successful bidder may not confer an assignment on any third person by any other means without prior written consent of the District. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

### **TERMINATION FOR DEFAULT OF CONTRACTOR**

Time and the strict and literal performance on the part of the contractor of every term and condition of the contract as specified in the contract documents are of the essence. Upon the willful failure or refusal on the part of the contractor to perform on such term or condition, the District at its election, without prejudice to any other right or remedy, may cause the same to be performed by others, and any additional cost on account thereof shall be reimbursed forthwith by the contractor.

### **TERMINATION OF CONTRACT FOR CAUSE**

If, the Contractor fails to fulfill in timely and proper manner his obligations under this contract or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payments to the Contractor until such time as the exact amount of damages due the District from the Contractor is determined.

In addition the District may terminate this agreement, in whole or in part, for its convenience by giving vendor sixty (60) days written notice of intent to terminate.

### **DEPARTURES FROM TERMS OF CONTRACT**

No direction or approval given by the District or any representative of the District which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless

and until the same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of the District so as to become a contract document as herein before defined.

### **INSPECTION**

All articles supplied shall be subject to inspection and rejection by the purchaser or any department official charged with such duty.

### **CHANGES IN SPECIFICATIONS AND QUANTITIES**

The District reserves the right to make such changes or corrections in specifications or quantities as it may deem necessary or desirable prior to the bid opening. Bidders will be notified of such changes in writing mailed to the address on file in the District Purchasing Department. The District will not be responsible for the failure of bidders to receive notice of changes as stated. All proposals, when opened, will be understood to be based on the changed or corrected specifications or quantities and all bidders will be bound thereby.

Prices quoted must be firm except as otherwise specified in this bid. Any vendor's bid requiring receipt of initial order in less than sixty (60) days will be unacceptable unless otherwise specified by the Purchaser herein.

### **DELIVERY AND COMPLETION**

Unless otherwise specified herein, goods ordered or services contracted in response to bids must be delivered or completed within 45 days after receipt of order. Vendors not completing contracts within the period specified shall be considered in breach of contract, and the District shall be entitled to just legal and financial remedies.

### **PURCHASE ORDER CONTRACTS**

Purchase order contracts, when issued, will be subject to all terms and conditions of these specifications and the laws of the State of Oregon. Time of delivery is of the essence. No exception to delivery dates shall be allowed without written approval from the Purchasing Department. All goods or materials purchased are subject to the approval of the District. Any rejections of goods or materials, whether held by the District or returned will be at the vendor's risk and expense. All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.

In the event of a breach by the vendor of any of the provisions of the contract including delivery, the District reserves the right to cancel and terminate the contract forthwith upon giving oral or written notice to the vendor.

Vendor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the specified warranty period and to be responsible for ALL transportation costs for return thereof to the vendor and when repaired or replaced the return thereof to the District.

### **AFFIRMATIVE EMPLOYMENT PRACTICES**

Bidders certify conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Administrative Rules concerning Affirmative Action toward equal employment opportunities. Furthermore, bidders agree to include a similar Affirmative Action Provision in every sub-contract

negotiated pursuant to their contracts with the District.

All information and reports required by Federal or state agencies, having responsibility for enforcement of such laws, shall be supplied to the District upon request for the purpose of investigation to ascertain compliance with such acts, regulations and orders. In the event of the determination of non-compliance with the Affirmative Action Provision, the District may cancel, terminate or suspend the contract in whole or in part, and declare the contractor ineligible for further District contracts; or take such other action as it deems appropriate to bring about compliance.