



Scott Partney Construction, Inc.
598 Chappell Parkway
North Bend, OR 97459

(541) 756-7060
FX (541) 756-7067
CCB#162882

INSTRUCTIONS TO BIDDERS

December 11th, 2024

1. THE WORK

Bandon School District New Bus Barn
For Bandon School District #54
362 9th Street SW
Bandon, OR 97411

2. THE DOCUMENTS

Copies of the Contract Documents are available from the General Contractor (GC), Scott Partney Construction, Inc. (SPC), at their office in North Bend, OR. Electronic documents can be found at the following address: <https://partneyconstruction.net/bidding/>. For further information see the Invitation to Bid.

3. EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a quotation to the GC, each bidder shall examine the drawings carefully, read any applicable project documents, and if necessary, visit the site of the work. All bidders shall fully inform themselves prior to bidding as to existing conditions and limitations under which the work is to be performed, and include in their bid a sum to cover the cost of items necessary to perform the work as set forth in the contract documents.

Your scope of work may be modified with value engineering items assigned to specific divisions.

No allowance will be made to bidders because of a lack of knowledge or failure on their part to consider the above. The submission of a bid will be considered as conclusive evidence that the bidder has made such an examination of all contract documents

4. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The successful bidder will be issued a "Letter of Intent" by the GC by which a Subcontract will be prepared. The notified bidder is expected to immediately begin securing and submitting any and all required submittal data as required by the GC for the areas of work for which they were the successful bidder. The successful bidder shall be prepared to begin work immediately and pursue the work at the direction of the GC. The intent of the Owner is to start construction **February, 2025**, and have the project completed in **180** days. The GC is currently developing a project schedule that may not be available in its final form prior to posted bid dates. It is not the intent to impose liquidated damages on any subcontractors or suppliers; however, the right is reserved to impose costs against any subcontractor or supplier who causes delays or costs to the project that are not identified as an attachment to bid form.



5. INTERPRETATION OF DOCUMENTS

No interpretation of the meaning of the contract documents will be made verbally. All requests for interpretation of the documents shall be submitted to the GC via email (jeremy@partneyconstruction.net) with attachments thereto at least 72 hours prior to bid time. All requests shall be submitted to the GC for forwarding to the Owner and Consultants. Bidders are required to use this procedure; no permission is given to contact ZCS Engineering & Architecture. In the event that a bidder chooses to contact the Architect or a Consultant directly, the bidder is warned that any verbal clarifications made will not remain valid.

The Owner, Consultant, and the GC will issue formal addenda prior to bid time. Bidders will be required to acknowledge receipt of any clarification documents on the bid form.

6. ARCHITECTS, CONSULTANTS and the OWNERS.

No bidder is authorized to contact the Architect, ZCS Engineering & Architecture, or consultants without the permission of the GC. There are no cases where any bidder is authorized to contact the Owner.

7. CHANGES AND SUBSTITUTIONS

Bidders shall base their proposals on the materials and equipment specified, and options for value engineering items need to be noted separately. If a bidder chooses to quote a product that is not indicated on the plans or in the specifications, or requested on the value engineering options, the bidder shall bear all expenses for providing the contract document specified material and/or equipment if the bidder's substitution is denied. Substitution requests must be approved prior to bid day.

8. THE PROPOSAL

There will not be a public opening of the bids. Bidders will receive a "Bid Status Letter" after the bids have been reviewed by the Owner.

All Bids shall be delivered to the Office of Scott Partney Construction, Inc., 598 Chappell Parkway, North Bend, OR 97459 or emailed to jeremy@partneyconstruction.net on the dates and times as listed in the Invitation to Bid. It is the sole responsibility of the bidders to deliver their bids on time to be considered.

9. WITHDRAWAL OF BIDS

A bidder may withdraw a proposal personally, by written request, or by fax memo at any time prior to the scheduled time and date of their bid package. No bidder can withdraw a bid for a period of 30 days after the bid date.

10. COMPETENCY OF BIDDERS

The Owner and GC reserve the right to investigate any bidder and reserve the right to request financial statements or any other data as deemed appropriate or necessary to assess the competency of a bidder. They further reserve the right to disqualify any bidder that has the appearance of debt or default.



11. BONDS

Subcontractors may be required to provide performance & payment bonds. Please provide a separate line item cost.

12. BASIS OF AWARD

The following procedure will be used to select and award work:

All bids will be reviewed by the GC and evaluated for completeness and exclusions. After the bids have been reviewed, they will be tabulated, analyzed and compared.

The GC will present the tabulated bids to the Owner along with recommendations as to award.

The Owner reserves the right to reject the recommendation of the GC and authorize award to an alternate bidder or reject any bid completely.

It is the intent of the GC to recommend the lowest responsible bidder to the Owner and it is the intent of the Owner to award to the lowest responsible bidder.

13. EXECUTION OF AGREEMENT

Once the Owner and GC have agreed upon an award of a portion of work, the GC will issue a Letter of Intent to the successful bidder. This will serve as notice that the bidder, now subcontractor or supplier, should begin their submittal process. All submittals will be due within 30 days of the Letter of Intent.

Within 30 days of the Letter of Intent, the GC will issue a formal Subcontract or Purchase Order. Within 10 days after receiving the agreement, the subcontractor or supplier shall return the document along with all other contract documents including insurance certificates. A copy of the standard subcontract which you will be expected to sign is attached.

14. SPECIAL CONDITIONS OF BIDDING

Below is a list of items of clarification the bidders shall consider during the preparation of the bids:

- A. Trash: All trash will be removed from the site by the creating subcontractor unless written arrangements are made with the GC. If the GC is forced to remove trash, without such arrangements, the cost will be charged to the responsible parties.
- B. Clean-Up: Each Subcontractor shall leave his work area in a broom clean condition each day. All material will be stored neatly at the end of each work day. All exterior trash and/or materials will be secured and protected in staging areas established by the GC.
- C. Layout: Layout of the work will be performed or arranged and paid for by the subcontractor that first requires the layout.
- D. Temporary Utilities:
 - Water: Provided by Owner.
 - Electric: Provided by Owner.



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- E. Safety: All bidders will be required to be in strict compliance with all standards as set forth by OSHA. Any non-complying Subcontractor that causes the GC or the Owner to receive fines will be assessed those fines and any costs associated with defending them. Repeated failure to comply with OSHA requirements will be grounds for dismissal from the project and/or cancellation of subcontract.
- F. Protection: All subcontractors are expected to protect their work and the work of others. Failure to protect your work may be cause for rejecting that work if it becomes damaged. Subcontractors who damage the installed work of others should expect to compensate that subcontractor to replace said work.
- G. Payments: Written payment requests will be required in the home office of the GC on or before the 20th of the month. The billing should be for work projected through the end of that month.

Payments will be made for 95% of that billing on or about the 20th day of the following month, assuming that the work status has been accepted and the Owner has issued payments accordingly.
- H. Warranty: All work shall be warranted for one (1) year following acceptance by the Owner. For extended or other warranties, see contract documents and individual specification sections.
- I. Scheduling: The project schedule for this project will be done on Microsoft Project. Successful bidders shall be prepared to assist in the preparation and management of this scheduling tool.
- J. Insurance: All bidders will be required to be in conformance with insurance requirements per contract documents for this project.