

( ) Discussion only

( X ) Action

FROM (DEPT/ DIVISION): County Counsel

**SUBJECT:** PATH Propane Tank Installation

<p>Background:</p> <p>Authorization is sought for the issuance of an invitation to bid for installation of an underground propane tank and supply line for the outdoor kitchen area at PATH. This is part of the CDBG grant received for PATH.</p>	<p>Requested Action:</p> <p>Authorize issuance of invitation to bid for installation of propane tank, line and outdoor hookup at PATH</p>
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**ATTACHMENTS:** Draft of Invitation to Bid

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

### Checkoffs:

- ( ) Dept. Heard (copy)  
( ) Human Resources (copy)  
( ) Fiscal  
( X ) Legal (copy)  
( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: May 7, 2025

Action taken:

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Follow-up:

## INVITATION TO BID

Project: Project PATH, Outdoor Kitchen Completion Project  
Element: #2, Propane Tank, Line, and Outdoor Hookup

Sealed bids for the construction of [Element #2, Propane Tank, Line, and Outdoor Hookup] at the Project PATH Facility, operated by Stepping Stones Alliance, at 81535 Lind Rd, Hermiston, OR 97838 will be received by the Board of Commissioners of Umatilla County at the Umatilla County Courthouse, Pendleton, Oregon, on [REDACTED], 2025, until 10:00 A.M. Proposals will be publicly opened and read in Room 121, Umatilla County Courthouse, Pendleton, Oregon.

In order to comply with Housing and Urban Development rules, the propane tank on-site at Project PATH must be converted into an underground tank. Additionally, that tank needs to have a supply line installed to the outdoor kitchen area approximately 60 feet away. Final hookups of outdoor kitchen equipment to the propane supply must also be performed once the shelter is completed and the equipment is installed.

A voluntary Pre-Bid walkthrough of the project site will be conducted with Umatilla County, Ducote Consulting, and Stepping Stones on [REDACTED]

This project is funded partly by the Oregon Business Development Department's Community Development Block Grant program, which is funded through US Housing and Urban Development.

Dated: \_\_\_\_\_

### Package Contents

Instructions to Bidders	2 Pages
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## SCOPE OF WORK

- Convert the 100-gallon, above-ground propane tank that is currently on-site at Project PATH into a buried, underground propane tank of the same size.
- Install an approximately 60 foot propane supply line from the new underground tank to the new outdoor kitchen area.
- Plumb and hookup the new propane supply line to the outdoor kitchen equipment.
- Attend end of work inspection with local inspection authorities and remediate any issues that limit the Project Path's compliance with relevant codes. The responsibility of bidding and constructing an appropriately designed system to meet local codes rests solely on the bidder (Contractor).



## **INSTRUCTIONS TO BIDDERS**

### **1.0 SUBMITTAL OF PROPOSAL**

All proposals must be presented in a sealed envelope to the Umatilla County Board of Commissioners before 10:00 A.M., November 7, 2022. Bids submitted electronically or by fax will not be accepted.

1.1 COMPLETE PROPOSAL MUST BE RETURNED. Bidders shall fill in space provided on the right of specifications, ("Specifications Submitted"). The schedule shall be complete and your firm name and signature of an authorized person shall be in the space provided.

Bids may not be changed or withdrawn after the opening Bids.

Each Bid shall be identified on the exterior of the sealed envelope as follows:

"Bid For Project PATH, Outdoor Kitchen Completion, Element #2: Propane Tank, Line, and Outdoor Hookup"

### **1.2 RIGHT TO REJECT BIDS**

The Board of Commissioners reserves the right to reject any or all bids, accept the bid deemed most satisfactory to the County, or terminate this invitation to bid at any time.

1.3 Bids to be submitted by mail shall be addressed to:

Umatilla County  
216 S. E. 4th Street  
Pendleton, Oregon 97801  
Attn: Board of Commissioners

### **2.0 CONTRACT AWARD**

Award of the contract will be made to one bidder. Award will normally be made within 14 calendar days of opening. If a longer period of time is required, all bidders will be notified.

### **3.0 PAYMENT**

Payment for the equipment herein specified will be made immediately after the 10<sup>th</sup> day of the month following full and satisfactory delivery.

### **4.0 WARRANTY SPECIFICATIONS**

Bidder shall state all items under warranty and for how long in time and/or machine hours the warranty is good.

Bidder shall completely and adequately specify items, terms and conditions of warranty. If certain items are warranted by agencies other than bidder (or principal manufacturer), these items and warranties shall be expressly identified on a separate sheet indicating terms and conditions. If no such listing is included in this bid, it shall be understood that all items are warranted by the bidder (or

principal manufacturer) under the warranty to the attached as part of this bid. Failure to include warranty information in the bid documents may result in your bid being considered non-responsive.

## **5.0 GENERAL CONDITIONS**

1. All contractors and sub-contractors must be registered with the Oregon Construction Contractors Board (CCB) and have any relevant certifications for installing or constructing the elements in your proposal.
2. Prevailing wage requirements are included in Section 7.
3. The Community Development Block Grant program requires all contractors to comply with Section 3 requirements, MWESB Reporting, and there is a set of contract clauses (Attachment B).
4. Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes.
5. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exception (s) to Bid Conditions and Specifications", and shall be attached to the bid.

## **6.0 Public Improvement Requirements**

This is a public improvement project and is subject to the requirements of Oregon law for public improvements.

A. Each proposal must contain a statement as to whether the proposer is a resident bidder as defined by ORS 279A.120.

B. Pursuant to ORS 279C.370, within two working hours after the date and time of the deadline when bids are due, the proposer shall submit a disclosure of any first-tier subcontractor that will be furnishing labor and materials and whose contract value is equal to or greater than (a) five percent of the total project bid or \$15,000, whichever is larger; or (b) \$350,000, regardless of the percentage of the total project bid. The disclosure will include the name of each subcontractor, the category of work that each subcontractor will be performing, and the dollar value of each subcontract, and be in substantially the form set out in ORS 279C.370(2). Failure to name such subcontractors will render the proposal nonresponsive and void. Proposals and subcontractor disclosures shall be delivered to the County's representative appointed to receive bids. Fax transmissions of the subcontractor's listings are acceptable.

E. No proposal will be received or considered unless the proposal contains a statement by the proposer as a part of its proposal that the proposer will comply with the provisions of the applicable prevailing wage rate and law.

F. Upon award of the contract, the Contractor will be required to post, at its expense, a performance bond and a payment bond, as required by ORS 279C.380. The bonds shall be filed with

the County, through the contact named in this document, no later than 10 days after the contract is awarded and must be for the amount of the contract. The bond shall be executed by a surety company authorized to do business in the State of Oregon. Umatilla County shall be payee.

G. This project is subject to Oregon state prevailing wage rates. Bidder covenants and agrees to comply with the provisions of ORS 279C.830, including the payment of the applicable prevailing rate wage and the posting of a public works bond pursuant to ORS 279C.836. The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person or doing or contracting to do the whole or any part of the contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the "Prevailing Wage Rates."

## **7.0 PREVAILING WAGE RATE REQUIREMENTS**

7.1 The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in this section.

7.2 This ITB and the resulting Contract are subject to the following BOLI prevailing wage rate requirements and the prevailing wages rates, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

- Relevant BOLI wage rates: January 5, 2025 Prevailing Wage Rate Book; April 5, 2025 Apprentices Rates; and April 5, 2025 Prevailing Wage Rates Amendment

These BOLI wage rates are available on line at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

7.3 Because the project involves federal funds, this ITB and the resulting Contract are subject to federal Davis-Bacon Act and Related Acts requirements, in addition to BOLI requirements. The Contractor shall pay the higher of the BOLI wage rates and fringe benefits, as identified in the above BOLI wage rate booklet, or the federal wage rates and fringe benefits listed in the publication "General Wage Determinations Issued Under the Davis-Bacon and Related Acts" that is last published prior to the Bid Closing date set forth in this ITB. Proposers may obtain the applicable federal rates through the following U.S. Department of Labor link: <http://sam.gov>. Proposers are advised that federal Davis-Bacon rates may be amended at any time prior to the proposal opening date and that contractors remain responsible for meeting federal Davis-Bacon Act and Related Acts requirements and State of Oregon prevailing wage rate requirements.

- The most recent Davis-Bacon wages apply to this project, updated 10 days before bids are opened. Currently, the most recent Davis-Bacon wages are: Davis-Bacon Act WD # OR20250089, Mod #2. 2/28/2025.

Bidder will indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of

County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract

#### **Exhibit A: BID SHEET**

Unless otherwise denoted, an estimated date is to be inserted for Delivery Date.

All prices quoted must include equipment listed below.

Bidder is to submit detailed specifications and illustration sheets showing specific equipment to be furnished under this Bid.

BID for: Burying Propane Tank, Installing Supply Line, and Outdoor Kitchen Hookup

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Bidder certifies delivery will be completed within \_\_\_\_\_ calendar days after date of Notice of award.

Bidder will comply with the provisions of the applicable prevailing wage rate and law.

Bidder \_\_\_\_\_

Address \_\_\_\_\_

By (Print) \_\_\_\_\_

By (Signed) \_\_\_\_\_

## Required Federal and State Contract Clauses

### Use for ALL Construction Contracts

#### 1. Source of Funds

Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Community Development Block Grant program.

#### 2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

#### 3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit the attached "Minority, Women and Emerging Small Business Activity Report".

#### 4. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

##### **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.



This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor) \_\_\_\_\_

Title / Firm \_\_\_\_\_

Date \_\_\_\_\_

5. Prohibition on the Use of Lead-Based Paint

(Contracts and subcontracts residential for construction or rehabilitation)

The use of lead-based paint on any interior or exterior surfaces is prohibited.

6. Federal Labor Standards Provisions and Davis-Bacon Wage Rates

(Construction contracts in excess of \$2,000 and all subcontracts under a prime contract that exceeds \$2,000) The Federal Labor Standards Provisions (HUD-4010), located as part of this Exhibit, must be attached to this contract.

7. Public Works Bond

In accordance with ORS 279C.830(3) and before starting work on the Project, Contractor shall file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board.

Contractor shall include a requirement in every subcontract which requires the subcontractor to file a \$30,000 Public Works Bond with the Oregon Construction Contractors Board in accordance with ORS 279C.830(3)(b) and before starting work on the Project.

8. Oregon Prevailing Wage Laws - Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage set forth in the "Prevailing Wage Rates for Public Works Contracts in Oregon" or the applicable federal Davis-Bacon Wage Decision.

Contracts must include a provision that if the contractor fails to pay for labor and services, the agency can pay for them and withhold these amounts from payments to the contractor. There must also be a provision that the contractor must pay daily, weekly, weekend and holiday overtime as required.

9. Section 3 - Economic Opportunities for Low- and Very Low-Income Persons.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
  - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
10. Build America, Buy America (BABA) Requirements - requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States.

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ ("Owner") and the \_\_\_\_\_ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of

the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Signed (Contractor) \_\_\_\_\_

Title / Firm \_\_\_\_\_

Date \_\_\_\_\_

