

City of John Day

Request for Competitive Quotes – River Trail Construction

In accordance with ORS 279C.412 and ORS 279C.414, City of John Day (“City”) is informally soliciting competitive quotes (“Quotes”) from licensed and qualified contractors to provide certain construction services for and on behalf of City (the “Services”) as described in this Request for Competitive Quotes (this “RFQ”).

PROJECT BACKGROUND

City is located in Grant County. City was awarded an Oregon Parks & Recreation Department (OPRD) Recreation & Trails Program (RTP) grant to create additional recreational trails in the city.

SCOPE OF WORK

City is soliciting competitive quotes from licensed and qualified contractors to provide labor, equipment, material and related construction services necessary to safely construct a new riverfront trail on the north side of the John Day River at the Innovation Gateway. In accordance with the design plans and construction details prepared by Sisul Engineering (the “Plans”) referenced herein as Exhibit A including, without limitation, the following work (collectively, the “Services”).

The total estimated project trails distance is approximately 1,600 linear feet of new trail infrastructure.

The scope of work will include but not limited to:

Clearing and Grubbing:

Contractor to clear and grub all organic and large rock material to prep subgrade. Subgrade is to be free of all organics. Suitable stripping from clearing and grubbing shall be spread evenly and smooth on the northside of side of the trail. Contractor is responsible for best-management erosion control measures.

Conduit:

Install 1” schedule 40 electrical conduit minimum depth of 18” in accordance with state electrical code. Conduit to be supplied by the City.

Layout, Clearing, Grading, Base rock, Compaction, Drainage:

*Please see design Plans in Exhibit A

Turn-outs:

Turn-outs to be cleared and graded to prep subgrade. Bark surface material (4” depth) will be spread evenly through the turn-out. Bark material to be supplied by the City.

CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all material, unless otherwise noted and contractually agreed to for this project. All material shall be new and free from defects. Refer to construction drawings for design specs and estimated quantities.

PERMITS

The City of John Day will provide (or cause to be provided) all necessary permits for the project with the exception of any required electrical permit. The successful Contractor shall be provided with copies of all applicable City, County, and State permits prior to the start of construction and will be required to maintain a copy on site at all times.

SCHEDULE

The schedule for completion of this project shall be 60 calendar days from Notice to Proceed (NTP). Upon notice to proceed, the Contractor must mobilize and dedicate crews and staff of sufficient size to meet completion date.

Interested contractors are responsible for and strongly encouraged to visit and inspect the site to evaluate site conditions. The Plans and Details may be viewed and/or acquired at John Day City Hall, 450 East Main Street, John Day, Oregon 97845 and/or at City's website <http://www.cityofjohnday.com/>. The trails will be flagged.

PREVAILING WAGE

This project is a Public Works project and must adhere to Prevailing Wage Rate Law. The current prevailing wage rates can be found at the following website:

<https://www.oregon.gov/boli/WHDPWR/Pages/index.aspx>; click on the heading Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2019.

PUBLIC WORKS BOND

All contractors and subcontractors are required to file a Public Works Bond for \$30,000 with CCB before starting work on the project unless exempt.

FORM OF QUOTE SUBMISSION

The following minimum requirements as to the form and manner of submitting Quotes must be strictly observed; variance from these requirements will result in rejection of the Quote as unresponsive. A contractor interested in performing the Services (or a portion of the Services) must submit a written Quote, on the quote form attached hereto as Exhibit B, containing the following information:

1. Contractor's name, CCB license number, address, contact information, and the name of the primary contact in reference to the proposal.
2. Brief information concerning the contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
3. Identification of the person(s) who will be assigned and responsible to oversee performance of the Services.
4. A work plan and accompanying time schedule for timely completion of the Services (or the portion of Services the contractor desires to perform).
5. Contractor's lump sum cost to perform the Services
6. A brief description of contractor's experience, specific expertise, availability, project understanding, and any other factor related to outside plant fiber optic network construction.

Each contractor must sign its Quote. The quote form must be used without alteration. All blank spaces in the quote form must be filled in, in ink, or typed, in both words and figures, where required.

SUBMISSION OF QUOTES

To be considered, please submit your Quote to Nick Green, City Manager, via email at green@grantcounty-or.gov, or by mail or hand delivery at the addresses provided below:

City of John Day
Attn: Nick Green

Please clearly label the outside of the envelope (or fill in the email subject line with) "River trail construction" Quotes must be received by City on or before June 4, 2019. Quotes received after the deadline date/time will not be considered. Notwithstanding anything contained in this RFQ to the contrary, if in City's best interest, City reserves the right to, in accordance with Oregon law, (a) amend and/or revise this RFQ in whole or in part, (b) cancel this RFQ, (c) extend the submittal deadline for responses to this RFQ, (d) waive minor informalities and errors in such Quotes, and/or (e) reject all Quotes for any reason and/or without indicating reasons for rejection. Further, City reserves the right to seek clarification(s) from each contractor and/or require supplemental information for any contractor. This RFQ does not obligate City to award a contract and/or to procure the Services described herein.

INSURANCE REQUIREMENTS

The contractor(s) will be required to meet all provisions of the Agreement (defined below), including, without limitation, the following minimum levels of insurance:

1. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to City, including personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under the Agreement. The insurance will have a combined single limit of not less than \$1,000,000, and an aggregate limit of not less than \$2,000,000. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.
2. Automobile Liability Insurance with limits of not less than \$500,000 combined single limit or split limits of \$250,000 per person, \$500,000 per occurrence and \$250,000 property damage. The insurance will name City and its officers, agents, and employees as additional insureds. Prior to execution of the Agreement, the contractor will deliver to City certificates (and any related endorsements) evidencing the insurance contractor is required to obtain under the Agreement.
3. Workers' Compensation Coverage. Unless exempt, the contractor will have Workers' Compensation insurance satisfying the requirements of applicable Oregon law. Workers' Compensation coverage will contain a waiver of subrogation in favor of City.

AWARD OF CONTRACT

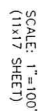
If a contract is awarded, City will award the contract to the contractor whose Quote will best serve the interests of City, taking into account price as well as considerations, including, without limitation, experience, specific expertise, availability, project understanding, contractor capacity, responsibility and similar factors. Contractors responding to this RFQ do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any Quote. City reserves the right to enter into one or more contracts concerning certain portion of the Services.

If a contract is awarded, City and the selected contractor(s) will enter into City's Construction Services Agreement, substantially in the form attached as Exhibit C (the "Agreement"). The Agreement will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the Agreement will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, representations and warranties, City's right to terminate the Agreement and/or declare a default under the Agreement, the consequences for contractor's failure to perform its obligations under the contract, and City's right to seek damages and other relief available to City under contract and applicable law. Each contractor is responsible for inspecting the project site, and confirming the project work conditions, prior to submitting a Quote.

If you have any questions regarding this request for quotes, or to arrange a site visit, please contact Nick Green via email (provided above) or telephone (541-575-0028).

Exhibit A

1. River Trail construction details ("Details") created by Sisul Engineering.
* (attached to solicitation website)



N/A

MTS

A cross-sectional diagram of a road construction project. The top layer is labeled "8.0' GRAVEL TRAIL". Below it is a layer labeled "CL ALIGNMENT GRADE NOT TO EXCEED 5%". The next layer is "SURFACE MATERIAL". Below that is a layer labeled "3/4\"-0\" CRUSHED ROCK". The bottom-most layer shown is "SUBGRADE". On the left side, there is a slope labeled "2:1 TYP SLOPE". In the center, there is a vertical section labeled "LEVEL X-S-SLOPE". At the bottom right, there is another slope labeled "2:1 TYP SLOPE". A horizontal dimension line indicates a width of "1.0'". To the far left, there is a hatched area labeled "SUBGRADE TO BE COMPACTED AND APPROVED BY CITY OF JOHN DAY". To the far right, there is a small rectangular structure labeled "PER STATE CODE".

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REVISED	BY

Trails - Estimated Quantities

5/12/2019

River Trail (Section 1)

DESCRIPTION	QUAN.	UNIT
Mobilization	1	LS
Clearing/Striping	1	LS
General Trail Grading & Subgrade Prep	1	LS
3/4"-0" Comercial Crushed Rock In-place (545 cys)	765	TON
2" Electrial Conduit & Bedding Installed	1600	LF

North Trail (Section 1)

DESCRIPTION	QUAN.	UNIT
Mobilization	1	LS
Clearing/Striping	1	LS
Trail Switchback Excavation and Embankment	1	LS
General Trail Grading & Subgrade Prep	1	LS
3/4"-0" Comercial Crushed Rock In-place (650 cys)	910	TON
Stairs	1	LS
2" Electrial Conduit & Bedding Installed	2050	LF

Overlook Trail

DESCRIPTION	QUAN.	UNIT
Mobilization	1	LS
Clearing/Striping	1	LS
All Excavation and Embankment	1	LS
General Trail Grading & Subgrade Prep	1	LS
3/4"-0" Comercial Crushed Rock In-place (195 cys)	275	TON

Canyon Trail

DESCRIPTION	QUAN.	UNIT
Mobilization	1	LS
Clearing/Striping	1	LS
All Excavation and Embankment	1	LS
General Trail Grading & Subgrade Prep	1	LS
TC4 Bridge Installed	1	LS
3/4"-0" Comercial Crushed Rock In-place (265 cys)	370	TON

Creekside Trail

DESCRIPTION	QUAN.	UNIT
Mobilization	1	LS
Clearing/Striping	1	LS
All Excavation and Embankment	1	LS
General Trail Grading & Subgrade Prep	1	LS
TC4 Bridge Installed	1	LS
3/4"-0" Comercial Crushed Rock In-place (53 cys)	75	TON

Prepared by
Sisul Engineering

Quote Form

Date: _____ Time: _____

TO: City of John Day
Attn: Nick Green, City Manager
450 East Main Street
John Day, Oregon 97845

The undersigned, hereinafter called the "Contractor," declares that the only persons or parties interested in this Quote are those named herein; that this Quote is, in all respects, fair and without fraud; and it is made without collusion with any official of City of John Day, Oregon, hereinafter called "City"; and that this Quote is made without any connection or collusion with any person making another Quote on the Agreement (as defined below).

Contractor agrees that all of the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279A, 279B & 279C) and the City's public contracting rules are, by this reference, incorporated in and made a part of this Quote. Contractor hereby states that Contractor agrees to be bound by and comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Contractor certifies that Contractor has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining required subcontracts.

Contractor agrees that if this Quote is accepted, Contractor will, within ten (10) days after notification of acceptance, execute an agreement with the City in the form of agreement attached to the Request for Competitive Quotes (the "Agreement"); and will, at the time of execution of the Agreement, deliver to the City proof of the required insurance; and will, to the extent of this Quote, furnish all labor necessary to complete the work in the manner, in the time, and according to the methods as specified in the Agreement and required by the City Manager.

Contractor agrees to commence work upon the issuance of a "Notice to Proceed" by the City and fully complete the project according to the times specifically set forth in the Agreement. Contractor further agrees to pay liquidated damages as set forth in the Agreement for failure to complete within the specified time.

CONTRACTOR INFORMATION

FROM: Contractor's Name: _____
Primary Contact: _____
Address: _____
City/State: _____
Telephone: _____
Facsimile: _____
Email: _____
CCB #: _____

Operating as (strike out conditions that do not apply) an individual, a Limited Liability Company, a Corporation, organized and existing under the law of the State of _____, or a Sole Proprietorship, a Partnership, or Joint Venture consisting of _____.

[Circle one.] Contractor (is) (is not) a resident of the State of Oregon. If Contractor is a resident of another state, specify state of residency: _____.

QUOTE:

1. Having become completely familiar with the local conditions and legal requirements affecting the cost of Services (as the term is defined in the Request for Quotes) at the place where Services are to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined the plans (the "Plans" and "Services"), together with any addenda to such Plans, the undersigned hereby proposes and agrees to provide all labor, physical plant, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the Services described by the aforesaid Plans and the Scope of Work (as defined in the Request for Quotes) for the following lump sum amount:

LUMP SUM QUOTE: Trail construction Dollars (\$)

ADDITIONAL CRITERIA:

2. Contractor will address the following criteria on a separate sheet and attach to this form:
 - a) Brief information concerning Contractor (e.g., background, size, types of services provided, and examples of similar projects completed).
 - b) Identify the person(s) who will be assigned and responsible to oversee performance of the Services.
 - c) Include a work plan and accompanying time schedule for timely completion of the Services.
 - d) Contractor's experience, specific expertise, availability, project understanding, and any other factor related to constructing, assembling, and/or installing greenhouses and/or other related structures.

CONTRACTOR:

[Company Name]

By: _____

Its: _____