

## **RFP**

### **Curry County Instructions for Bids DEADLINE: October 30, 2018**

Sealed bids for the Curry County – Boice Cope ADA Restroom Remodel-, will be received by Josh Hopkins, Parks and Recreation Director, Curry County; 94235 Moore Street, Ste 413 Gold Beach, Oregon 97444; email: [hopkinsj@co.curry.or.us](mailto:hopkinsj@co.curry.or.us) ; phone: (541)247-3386, by mail or in person, until 2:00 p.m. on October 30, 2018. An additional copy any bid must be mailed or delivered in person to the Curry County Counsel's Office, 94235 Moore Street, Suite 123, Gold Beach, Oregon, 97444. Bid Opening will be conducted at 4:00 p.m. on the same date in the County Board of Commissioners Hearing Room; 94235 Moore Street, Gold Beach, OR 97444. Bids will be publicly opened and read aloud. The Curry County-Boice Cope Restroom Remodel project will be awarded to the responsive and responsible low bidder. Any bid received after the specified closing time will not be considered.

Curry County Parks and Recreation Department is soliciting bids for an ADA restroom remodel project at Boice Cope Park. Boice Cope Park is located approximately 4 miles south of Langlois Oregon. The restrooms consist of metal siding, roofing, interior walls, and concrete floors. The restroom facility is 16'9"W, 33'L. Remodel will consist of exterior and interior work on both men's and women's sides of restroom facility.

The major work to be included in any bid for the Curry County-Boice Cope Restroom Remodel shall consist of, but is not limited to:

- Remove and dispose of the sinks, toilets, urinals, and other unusable bathroom accessories.
- Repair the rusted metal interior wall panels with pressure treated 2x4 and plywood. To be covered with FRP.
- Repair or replace rusted metal door frames.
- Replace all of the door hinges with new stainless steel hinges. The door locks will be reused.
- Replace all of the windows with new vinyl windows that have privacy glass.
- Remove and replace exterior metal siding. Repairing and siding over existing siding may be acceptable.
- Paint existing metal soffit.
- Sheet the roof with 5/8" OSB sheeting.
- Install 2x8 fascia.
- Install 12" standing seam metal roofing, complete with felt and flashing over existing metal roofing.
- Install two skylights.
- Install new seamless gutters.
- Epoxy paint and polyurethane seal concrete floors adding traction sand.
- Install 4'x8' FRP panels on interior metal bathroom walls.
- Install the following items in porcelain: 4 sinks, 1 urinal, 5 toilets, 2 air dryers.
- Install the following items in stainless steel: 2 mirrors, 2 ADA mirrors.
- Install 5 toilet papers holders, 5 toilet seat cover holders, 3 napkin disposals.
- Insure restroom facility meets current ADA standards.

Site visits are available and encouraged. Onsite camping is available, contractors must provide own trailers. Work must have a planned completion date of on or before March 31, 2019. Bids must include detailed pricing for work to be completed. Curry County, Oregon, reserves the right to reject any or all proposals and to waive all informalities.

This project is for a Public Works Project subject to ORS 279C.800 to 279C.870. The successful bidder shall comply with ORS 279C.800 to 279C.870 regarding BOLI Wage Rate requirements dated January 1, 2018, with amendments, or current Davis-Bacon Wage Rates, whichever is greater, and produce appropriate certificates that they have complied. No person shall be employed for the project in violation of any provision of ORS 297C.520 and ORS 279C.530.

Curry County will not receive or consider any bid unless the bidder is registered with the Oregon Construction Contractors Board as required by ORS 671.530. Further, each bidder must certify that he/she is in compliance with provisions of ORS 297.029 relating to the Residency of the Bidder. Any contractor submitting a bid must be licensed in the State of Oregon to perform the work.

END OF INSTRUCTIONS FOR BIDS

## CONTRACT BETWEEN CURRY COUNTY AND

---

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Curry County, a General Law County, Political Subdivision of the State of Oregon (County) and \_\_\_\_\_ (Contractor).

1. Work to Be Performed

Contractor, shall, except as otherwise provided, at its own expense, furnish all materials, labor and equipment, necessary to complete the project regarding the services for the Curry County-Boice Cope ADA Restroom Remodel. Services are Outlined in Exhibit "A" that is attached hereto and incorporated by reference. Contractor shall perform work to specifications and according to generally accepted standards in Contractor's trade or industry.

2. Performance and Payment Bond

Payment Performance Bonds not required for contracts below \$100,000. ORS 279C.380.

3. Completion Date

This contract shall commence upon execution and terminate when work is complete. Work shall be completed by March 31, 2019, as stated on Exhibit A.

4. Compensation Not to Exceed

Contractor agrees to perform the work called for under this contract for an amount not to exceed \$150,000.

5. Prevailing Wages and Procurement

Contractor and County agree that the project is subject to prevailing wages because the amount of the contract is greater than \$50,000. Contractor shall comply with state and federal prevailing wage laws.

6. Independent Contractor

Contractor is engaged as an independent contractor, and will be deemed so for purposes of the following:

A. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this contract.

B. This contract is not intended to entitle Contractor to any benefits generally granted to County's employees, such as vacation, sick leave, health insurance, Social Security, etc.

7. Incorporation of Statutory Provisions Required for Public Contracts

The Contractor certifies that it will comply with all applicable public contract laws, including, but not limited to, ORS 279C.838 and 279C.840.

8. Workers' Compensation

Contractor, its subcontractors, if any, working under this contract are subject workers under Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all of its subject workers.

9. Certification of Reading and Understanding of Documents

The Contractor certifies that it has read and fully understands all contract documents including this contract, the solicitation document and all terms and conditions. The Contractor understands and acknowledges that in signing this contract Contractor waives all right to plead any misunderstandings regarding the same.

10. Indemnification

Contractor shall indemnify, defend and save and hold harmless County from any and all suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractor's prosecution of work under this contract.

11. Insurance

Contractor shall provide the following insurance in connection with the project:

| INSURANCE DESCRIPTION    | MINIMUM REQUIRED COVERAGE |
|--------------------------|---------------------------|
| A. Workers' Compensation | Statutory                 |
| B. General Liability     | \$2,000,000               |
| C. Automobile Liability  | \$1,000,000               |

Evidence of such insurance shall be provided to County within ten days of the execution of this agreement and before work begins. The liability insurance shall name County and its officers, agents and employees as additional insured.

12. Nonwaiver

No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach.

13. Severability

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of the contract shall remain in full force and effect.

14. Termination by County

County may terminate for non-appropriation of future budget funds. If County terminates pursuant to this section, County shall retain any other right or remedy which County has against Contractor. Termination shall not prejudice the rights of the County that accrued before termination. If the County invokes this provision, it may notify Contractor by any commercially reasonable means. Contractor shall be entitled to payment for work done up to the date of termination.

15. Attorney Fees and Costs

In the event that either party to this contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

16. Applicable Laws

This contract is executed in the State of Oregon and is subject to Oregon law and the jurisdiction of Curry County.



EXHIBIT B  
STATUTORY PROVISION FOR PUBLIC CONTRACTS

279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; bond. (1)(a) Except as provided in paragraph (e) of this subsection, the specifications for every contract for public works must state the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that the contractor or subcontractor or other person who is a party to the contract uses in performing all or part of the contract. If the prevailing rates of wage are available electronically or are accessible on the Internet, the specifications may incorporate the rates by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency under paragraph (a) of this subsection must state the state and federal prevailing rates of wage in the specifications, the public agency shall also require the contractor to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.

(c) Every contract and subcontract must provide that the workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, every contract and subcontract must provide that workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

(e) A public works project described in ORS 279C.800 (6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for a contract for the public works must state the applicable prevailing rate of wage.

(2)(a) The specifications for a contract for public works must provide that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) Every contract that a contracting agency awards must require the contractor to:

(A) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor is exempt under ORS 279C.836 (4), (7), (8) or (9).

(B) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).

(c) Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).

279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing. (1) Every public improvement contract shall contain a condition that the contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. [2003 c.794 §138; 2005 c.103 §27]