



## CITY OF COOS BAY

### Request for Quotes For Egyptian Theatre – Structural Improvements

The City of Coos Bay wishes to obtain bids in regards to the structural improvements of the Egyptian Theatre. The bid will remain subject to acceptance for 90 days after bid opening. All bids must provide for the following scope of work on this structure as well as comply with all provisions of this document (as well as Local, State and Coos County laws, codes or regulations as they apply to public buildings):

#### SUBMISSION OF QUOTE

To receive consideration, quotes must be submitted in accordance to the following instructions:

1. All quotes shall be in a sealed envelope and delivered to the  
  
City of Coos Bay  
City Manager's Office  
500 Central Avenue  
Coos Bay OR 97420
2. The envelope must be clearly marked **"Egyptian Theatre – Structural Improvements."**
3. Submit three (3) copies of the proposal by 5:00 p.m. Monday, July 8, 2013
4. If you have any questions, please contact Randy Dixon at 541-269-8918 or email [rdixon@coosbay.org](mailto:rdixon@coosbay.org)
5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

Randy Dixon  
Public Works Operations Administrator

Phone: 541-269-8918  
Email: [rdixon@coosbay.org](mailto:rdixon@coosbay.org)

## **GENERAL INSTRUCTIONS**

The City of Coos Bay invites qualified contractors to submit proposals for the Egyptian Theatre – Structural Improvements. It is expected workmanship includes one year warranty.

## **PROPOSAL REQUIREMENTS**

The successful proposer must be bonded or bondable and insured, must execute a contract with the City for goods and services rendered.

Cover Letter: All proposals must include a cover letter to the attention of the City Manager's Office signed by the person legally authorized to bind the applicant to its proposal. The cover letter must include the name of the firm, the names of partners/principals. You will need to include with your bid; 5 past projects of equal size that your company has completed along with contact information for that project in order for the City to verify references.

## **QUALIFICATION EVALUATION CRITERIA**

Cost Proposal: The cost component of each submittal will be evaluated with respect to the probable cost to the City of doing business with each submitter; cost proposals will be evaluated for realism and reasonableness of the overall cost and individual cost element estimates.

## **PROJECT INFORMATION**

Project Identification: Egyptian Theater Phase 1 Improvements  
Project Location: 229 South Broadway, Coos Bay, Oregon 97420  
Owner: City of Coos Bay, 500 Central Avenue, Coos Bay, Oregon 97420

## **PROJECT REPRESENTATIVES**

KPFF Consulting Engineers  
111 SW 5th Avenue, Suite 2500, Portland, Oregon 97204 (503-764-0545)  
Rob Van Dyke, P.E., S.E.

Geotechnical Engineers: SHN Engineering  
275 Market Avenue, Coos Bay, Oregon 97420 (541-266-9890)  
Contact: Steve Donovan, P.E.

ZCS Engineering, Inc.  
550 SW 6th Street, Suite C, Grants Pass, Oregon 97526 (541-479-3865)  
Contact: Sy Allen, P.E.

## PROJECT SCOPE

The Work of Project defined by the Contract Documents and consists of the following:

- Strengthening of mezzanine lobby floor
- Micropile, foundations, and steel framing installation at west exterior wall
- Strengthening of roof members
- Construct ADA Restrooms
- Installation new electrical service

Project will be constructed under a single prime contract. Permits will be provided by the City, but the contractor is responsible to call for proper inspections.

## COMPLIANCE WITH RULES

Proposers responding to this RFQ must follow its procedures and requirements; except as otherwise provided in the RFQ, the applicable provisions or Oregon Administrative Rules shall apply where the City of Coos Bay Contract Rules do not address. Failure to comply with or complete any part of this RFQ may result in rejection of your proposal.

## SCHEDULE OF REQUEST FOR QUOTES

<b>Mandatory Pre-Bid Meeting:</b>	<b>9am – July 1, 2013</b>
<b>Proposal Due:</b>	<b>5pm – July 8, 2013</b>
<b>Bid Opening:</b>	<b>9am - July 9, 2013</b>
<b>Contract Finalized:</b>	<b>July 18, 2013</b>
<b>Letter to Proceed:</b>	<b>July 18, 2013</b>
<b>Work Completed By: 90 Days</b>	<b>October 18, 2013</b>

## PROPOSAL WITHDRAWAL

Any proposal may be withdrawn at any time before the “Proposal Due” date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the firm shall make the request. Withdrawal of a proposal will not preclude the proposer from filing a new Proposal.

## APPEALS

Bidders who wish to appeal there proposal or the award of contract may submit the appeal in writing to the City Manager’s Office within five (5) business days of the proposal due date who disagree with the procurement process.

Address: City of Coos Bay  
Rodger Craddock, City Manager  
500 Central Avenue  
Coos Bay OR 97420

## **OWNERSHIP OF DOCUMENTS**

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

## **CONFIDENTIALITY OF INFORMATION**

All information and data furnished to a vendor by the City and all other documents to which the vendor's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## **PUBLIC RECORD**

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

## **INDEMNITY**

Vendor shall hold harmless, indemnify, and save the City, its officers, employees, and agents from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason or any act or omission of the vendor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts and other conduct.

## **EMPLOYMENT STATUS**

Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right to determine and modify the schedule for the work to be performed and to evaluate the quality of the completed performance, the City cannot and will not control the means and manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the City. Contractor shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the City will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance, or workers compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

## INSURANCE

The Contractor shall maintain during the life of this contract the following minimum public liability and property damage insurance which shall protect the City and Contractor from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this contract, and the limit of liability for such insurance shall be as follows:

### **Level 5 Insurance Requirements: Construction contracts over \$50,000:**

<b>Commercial General Liability</b> per occurrence *to include a Waiver of Subrogation	\$1,000,000
<b>Umbrella/Excess Insurance</b> per occurrence	\$2,000,000
<b>Automobile Liability</b> per occurrence	\$1,000,000
<b>Workers' Compensation</b> *to include a Waiver of Subrogation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<b>Builders Risk Insurance and Installation Floater</b>	See Below

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

Coverage provided by the contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The Contractor shall provide certificates of coverage, including applicable endorsements, for such policies within ten (10) days of execution of the Contract. The City shall be named as an additional insured on the policy; provided, however, that each party shall be liable for injuries or claims arising solely out of that party's acts or omissions and no claim as an "additional insured" shall be made against the other party's carrier for injuries or claims solely from or arising out of that party's acts or omissions. There shall be no cancellation, material changes, reduction of limits, or intent not to renew the insurance coverage without 30 days written notice from the Contractor's insurers to the City.

## BID SHEET

As a publicly owned/operated structure, please note that Prevailing Wages for both the State of Oregon and Coos County apply. If your bid exceeds \$50,000 for the project, which must include a wage factor for apprentice hours (1 to 1,000) to be worked during the duration of this project. The full rate tables for both journey and apprentice can be found at: [http://egov.oregon.gov/BOLI/WHD/PWR/PWR\\_Jan2013\\_Index.shtml](http://egov.oregon.gov/BOLI/WHD/PWR/PWR_Jan2013_Index.shtml)

The City of Coos Bay requests that the work be completed no later than October 18, 2013

LUMP SUM \_\_\_\_\_

### Submitted by

\_\_\_\_\_  
Print name of firm and signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date