



## CITY OF COOS BAY

Request for Proposal

For

Egyptian Theater

### Construction / Fabrication Egyptian Theater Canopy

The City of Coos Bay wishes to obtain bids in regards to fabrication and installation of **the Egyptian Theater's Canopy**. All bids must provide for the following scope of work on this structure and will 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)

An alternate bid will be accepted for the **Egyptian Theater's Ticket Booth Rehabilitation. Scope: 1.) Remove tile and install stucco to match existing stucco, 2.) Install the new cabinets furnished by owner.**

### SUBMISSION OF QUOTE

To receive consideration, proposal 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 Theater Canopy.**"
3. Submit three (3) copies of the proposal by **4:00 p.m. Friday, June 26, 2015**

If you have any questions, please contact Randy Dixon at 541-269-8918 or email [rdixon@coosbay.org](mailto:rdixon@coosbay.org)

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 Fabrication and installation of theater's Canopy.

## **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; 3 past projects of equal size that your company has fabricated and installed reader board 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 SCOPE**

- Design, Fabricate and install one (1) Canopy called out on location of awning design plans prepared by KPFF Engineer Consultant .
- Contractor will coordinate design with City's project engineer consultant, KPFF Engineer Consultant to ensure Canopy fits within new Marquee design detail.
- After approval of design, shop drawings from the City and Consultant, contractor will begin fabrication methods, colors and materials. This will be provided prior to fabrication.
- Design will specifically include the following items: materials and labor for construction of structure to include outline in detailed drawings for approval.
- Contractor to provide permit(s) for the installation of Canopy.
- Work will be performed Monday thru Sunday, 6am to 3pm
- Contractor will coordinate install with Alpha Architectural Signs and Lighting
- Project must be completed by 90 days from the date the contract is fully executed.

## **PROTECTION:**

- All necessary steps shall be taken to protect the public, Contractor's employees and any property from damage while the work is being performed.
- Provide sufficient barricades and signs as needed during and after the installation of the Canopy to prevent the public from accessing areas. Installation of the canopy will require closure of one lane of southbound traffic on Hwy 101.
- Right-of-Way permits will be obtained by the City, as well as, permit(s) with ODOT

## **COMPLIANCE WITH RULES**

Proposers responding to this RFP must follow its procedures and requirements; except as otherwise provided in the RFP, 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 RFP may result in rejection of your proposal.

## **SCHEDULE OF REQUEST FOR QUOTES**

Mandatory Pre-Bid Meeting at 10am (walk-through meeting will be held at the Egyptian Theater)	June 22, 2015
Proposal due	June 26, 2015
Bid opening at 4 p.m. at City Hall	June 26, 2015
Contract finalized	July 8, 2015
Letter to Proceed	July 8, 2015
Work to Start	July 8, 2015
Work Completed By	October 8, 2015

## **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 their 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 3 Insurance Requirements:** Construction contracts \$50,000 and under:

<u>Commercial General Liability</u> Per occurrence	\$ 1,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 1,000,000
<u>Automobile Liability</u> Per occurrence.	\$ 1,000,000

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 and Waiver of Subrogation, for such policies within ten (10) days of execution of the Contract. The City shall be named as an additional insured on the policy by endorsement; 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 painting 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/WHI/PWR/PWR\\_Jan2015\\_Index.shtml](http://egov.oregon.gov/BOLI/WHI/PWR/PWR_Jan2015_Index.shtml)

The City of Coos Bay requests that the work be completed no later than **October 8, 2015**.

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

**Submitted by**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date