

CURRY COUNTY FAIRGROUNDS GOLD BEACH, OREGON

REQUEST FOR
PROPOSALS
(RFP)

HORSE STABLES DECONSTRUCTION

PREPARED FOR: CURRY COUNTY
FAIRGROUNDS, OREGON



REQUIRED SUBMITTAL LISTING

The required submittal listing is as follows:

#	ITEM	# OF PAGES	√
1	PROPOSAL	1	
2	BID SCHEDULE	2	
3	CONTRACTOR EXPERIENCE FORM	1	
4	CONTRACTORS DECLARATION	1	

TOTAL BID PROPOSAL WILL CONTAIN A MAXIMUM OF 5 PAGES.

REQUEST FOR PROPOSAL/BID

The Curry County Fairgrounds Board is seeking proposals/bids for the management and implementation of the Curry County Fairgrounds, **Horse Stables Deconstruction**, addressed to Mrs. Chris Brose Curry County Fairgrounds Manager. Proposals will be received until **2:00 PM** local time at the Main Office located at 29392 Ellensburg Avenue, Gold Beach, OR **October 19, 2023**. Proposals may also be emailed to curryfairmanager@gmail.com. Emailed bids received will be replied to with confirmation of receipt. Bids shall be clearly labeled: "**Horse Stables Deconstruction**".

Scope of Work:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnishing all labor, equipment, and materials necessary to conduct the following tasks or treatments for the Horse Stables Deconstruction.

- (a) Deconstruct horse stables in a manner to salvage materials for re-use, including: metal siding, metal roofing, wood lumber, stall gates.**
- (b) Neatly stack these materials sorted in the adjacent fairgrounds arena.**
- (c) Dispose of other materials in a legal manner.**
- ALTERNATE:**
- (d) Credit for purchase and removal of salvaged materials in (a) above from the property.**

Project Goal: removal of the horse stables in preparation for construction of an RV park in 2024. As such, time is of the essence, and delay of substantial completion will incur financial penalty by contractor.

Equipment / Access / other

- Equipment utilized must be suitable to operate on the existing surfaces and meet all OSHA safety requirements when being utilized.
- Electrical power will be made available at the adjacent arena building.

Regulatory Compliance:

- Permitting is not expected to be required as this is an agricultural structure.

Project Close-out:

- Prior to project close-out the site shall be cleaned, and made safe to the public as approved by the Project Manager.
- No waste, oils, chemicals, dumping or spill will be allowed. If any dumping or spills occur the contractor shall clean-up and mitigate the spill site according to the latest Oregon DEQ requirements.
- A final inspection will be made by project manager and all deficient items will be noted on a closeout punch list and shall be corrected by the Contractor prior to close-out and final payment.

Project Timeline:

Advertisement	October 2, 2023
Non-Mandatory Pre-Bid Meeting	October 10,2023 (by request)
Bid Opening	October 19, 2023, 2 pm
Intent to Award	October 26, 2023
Board Contract Award	November 2, 2023
Substantial Completion by	December 31, 2023

Contract Documents

Contract Documents may be obtained digitally by email from curryfairmanager@gmail.com.

Addendums issued during the advertisement phase of the project will be emailed to all contractors who have declared interest in the project.

Penalty Against Delayed Project Completion

If the Contractor fails to substantially complete the works on the Project Timeline above, and if the delay is caused by the faults of the Contractor, the Contractor shall pay to the Owner a penalty of 1% of the Contract Price for each day of delay beyond the Substantial Completion date.

Requirements of Proposers

The attention of Proposers is directed to the State government requirements and conditions of employment to be observed and minimum wage rates to be paid under the Contract. This is not a prevailing wage project.

The proposer must be registered with the Construction Contractors Board (ORS 701.055) or the bid will not be received or considered.

Pre-Proposal / Bid Meeting

By request, there will be a non-mandatory pre-bid meeting for the Horse Stables Deconstruction. By request the project administrators will be available to meet with proposers at 12:00pm on Wednesday October 10, 2023 at Curry County Fairgrounds, 29392 Ellensburg Avenue, Gold Beach, OR 97444.

RFP Clarification Requests

All requests for clarification shall be made in writing to Mrs. Chris Brose via email at curryfairmanager@gmail.com. The window for requests for clarifications will close Friday October 14, 2023 at 1:00pm.

Proposals

The Curry County Fairgrounds reserves the right to reject all proposals or any proposal not conforming to the requirements of the Contract Documents and/or postpone the awarding of the contract for a period of not more than 30 days from the bid opening date.

Notification

The notification of Intent to Award will be made to all responsible Proposers within seven (7) calendar days after the bid opening. Protest of bid results and Intent to Award must be in writing, must be by a Proposer in good legal standing, must be specific, and must be received within seven (7) calendar days of the date of issuance of the Intent to Award. The protest must give project title reference and must be addressed to Mrs. Chris Brose at Curry County Fairgrounds, 29392 Ellensburg Avenue, Gold Beach, OR 97444.

INSTRUCTION TO PROPOSERS

PROJECT TITLE: **Horse Stables Deconstruction**

LOCATION: See Exhibit 1 & 2

OWNER: Curry County Fairgrounds
29392 Ellensburg Avenue, Gold Beach, OR

PROPOSAL: To be entitled to consideration, please include:

Bid Schedule

1. Use bid schedule(s) provided. Fill in all blank spaces.
2. Bid shall be typed or prepared in blue ink, and signed in blue ink.
3. Complete without alterations or erasures.
4. Shall not contain any recapitulation of work to be done.
5. No oral, telephonic or telegraphic proposal or modifications will be considered.
6. Contractor must certify that it is or is not an Oregon business as per ORS 279A.120. ORS 279A.120 requires public contracting agencies, in determining the lowest responsible Proposer, to add a percent increase to each out-of-state Proposer's bid price which is equal to the percent of preference given to local Proposers in the Proposer's home state. The Proposer shall certify that it is or is not an Oregon contractor as defined under ORS 279A.120, Preferences; Foreign Contractor, i.e., a foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon.
7. All subcontractors are to be approved in writing by the Owner and carry the same insurance requirements as the prime contractor. Subcontractors shall submit Contractor's Board license number, Federal Identification Number, State Unemployment Number, and Certification of ORS 279A.120 as stated in the First Tier Subcontractor Disclosure Form.

Proposal / Bid Submittal

Address and Deliver: Curry County Fairgrounds
29392 Ellensburg Avenue, Gold Beach, OR
Attention to: Chris Brose

Deliver: Proposal to be delivered in an opaque sealed envelope or PDF by email marked **Horse Stables Deconstruction**, with the name of the Proposer, on or before Bid Opening date above.

AWARD OF CONTRACT:

Will in general be made to lowest qualified responsive Proposer, if within funds allotted. The Curry County Fairgrounds may choose to do cancel the RFP if only a portion of the project, within funds allotted.

The competency and responsibility of Proposers and of their proposed subcontractors will be considered in making the award. Owner reserves the right to reject bid of any Proposer who has previously failed to perform properly and to complete on time contracts of a similar nature, who is not in a position to perform the Contract, who has habitually and without cause neglected the payment of bills or otherwise disregarded their obligation to subcontractors, material men or employees.

Proposer should notify Owner prior to bid opening date, should omissions or errors be found in Contract Documents. Owner will clarify by sending written instructions to all Proposers in the form of Addenda which will become a part of the Contract.

Owner will not be responsible for any oral instructions or interpretations.

EXAMINATIONS:

Proposer is responsible for verifying dimensions and bid quantities prior to bidding.

Before submitting a proposal, the Proposer shall carefully examine all Contract Documents, visit the site of the work, and fully inform themselves of all existing conditions and limitations. One pre-bid site visit is scheduled for all Proposers to attend to familiarize themselves with the project.

Proposer should notify Owner prior to bid opening date, should omissions or errors be found in Contract Documents. Owner will clarify by issuing instructions in the form of Addenda which will become a part of the Contract.

The Owner will not be responsible for any oral instructions or interpretations.

Proposer is responsible to review all documents he/she will submit in the Bid Proposal as complete. All pages listed on the Proposer's Required Submittal Listing are required to be included in the Proposal.

ANY ADDENDA:

Any addenda issued during the time of bidding are to be covered in the Proposal, and in closing a Contract they will become part thereof. Signed copy of the addenda is to be included with the bid submittal. All addenda will be made in PDF format and emailed to all contractors who have shown interest in the project. The Curry County Fairgrounds will not mail or fax notice of Addenda. The proposal administrator will issue the last addenda at least three business days prior to bid opening.

CONTRACT DOCUMENTS:

The contractor and subcontractors shall comply with all Conditions of the Contract Documents. No Changes, except by written approval by the Owner to the contract documents.

PAYMENT ON CONTRACT:

Payment will be made as provided in the Contract. The contractor and subcontractors must pay not less than the minimum hourly rate of wage as determined by the Commissioner of Bureau of Labor for the State of Oregon. They or their sureties must execute a statement under oath in a form prescribed by the State Labor Commissioner, certifying the hourly rate of wage paid and that no workman was paid less than the minimum hourly rate of wage in the state of Oregon.

PECUNIARY INTEREST:

No director or employee of Owner shall have any pecuniary interest in the project.

LOCAL LABOR:

Contractor and subcontractors are encouraged to use local labor when available.

QUALIFICATIONS AS A CONDITION PRECEDENT TO BIDDING:

All Contractors submitting a bid must be registered with the Construction Contractors Board, or the bid will not be received or considered. A bid from an unregistered contractor will be rejected as unresponsive.

COMPLETION:

The Project shall be substantially completed according to the Project Timeline above.

Project Contact

All questions and clarification inquiries shall be made to Mrs. Chris Brose, Fairgrounds Manager, in writing via email at curryfairmanager@gmail.com.

All questions will be responded to in a written Addendum issued 3 days prior to bid opening. All questions received after this date will not receive a response.

Proposers Name _____

Proposal Bid Schedule
HORSE STABLES
DECONSTRUCTION

Bid Schedule

Item	Description	Unit Price	Total Price
1	STABLES DECONSTRUCTION & STACKING OF MATERIALS IN ARENA	LUMP SUM	
2 (Alternate)	CREDIT FOR REMOVAL OF MATERIALS INSTEAD OF STACKING MATERIALS	LUMP SUM	

Proposal Amount (#1 above) \$ _____

Proposal price written out in words: _____

All Unit Pricing shall be considered as "Completed as Specified" unless otherwise noted in these proposal documents.

Please invoice referencing the above exact line-item numbers and line items. Percentage complete must be approved by the Project Manager before payment will be provided. The Proposer acknowledges that determination of quantities for this project are the responsibility of the Proposer and are to be considered all-inclusive to the lump sum pricing provided. Any unit pricing is solely for the purpose of comparison of proposals, and final payment for all Unit Price items shall be based on actual quantities confirmed by the project manager prior to payment being rendered.

To Be Considered Responsive, the following must be signed and completed by your firm:

We hereby certify to do the work as specified and at the price as quoted in conformance to all the Owner, State and Federal Regulations that are applicable and will indemnify the Curry County Fairgrounds against all claims arising out of any actions caused by our company during the performance of this contract.

Proposers Official Company Name _____

Address _____

By _____ Date _____
(Signature of Authorized Official and Title)

By _____ Phone _____
(Type or Print Name)

Federal I.D.# _____ FAX # _____ Email: _____

CONTRACTOR'S EXPERIENCE

Please list at least two projects that have been completed in the last two years that demonstrate contractor's ability to complete the Horse Stables Deconstruction in safe and timely manner.

#1

PROJECT OWNER: _____

DESCRIPTION OF PROJECT: _____

PROJECT MANAGER: _____

TOTAL COST OF PROJECT: _____

CONTACT NAME: _____

CONTACT NAME TELEPHONE #: _____

#2

PROJECT OWNER: _____

DESCRIPTION OF PROJECT: _____

PROJECT MANAGER: _____

TOTAL COST OF PROJECT: _____

CONTACT NAME: _____

CONTACT NAME TELEPHONE #: _____

PROPOSER'S DECLARATION:

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the County, Owner, or persons with influence and that the proposal is made without any connection or collusion with any person making another proposal on this Agreement.

The Proposer further declares that he has carefully examined the Contract Documents for the project, that he has personally inspected the site, that he has satisfied himself as to the work involved, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Proposer further agrees that he has exercised his own judgment regarding subsurface condition and has utilized all data which he believes pertinent from the Owner and other sources in arriving at his conclusions.

CONTRACT EXECUTION:

The Proposer agrees that if this proposal is accepted, he will, within seven (7) days, not including Sundays and legal holidays, after notice of award, sign the Agreement in the form annexed hereto, and will at that time, deliver to the Curry County Fairgrounds the PERFORMANCE and PAYMENT BOND required herein, and will to the extent of his proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods specified in the Contract Documents and required by the owner thereunder.

CERTIFICATES OF INSURANCE:

Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of the Services (including, without limitation, damage or injury to person or property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) Comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to Owner and will list Owner as an additional named insured. Contractor will not modify or cancel any insurance required under this Agreement

without ten (10) days' prior written notice to the Owner. Prior to Contractor's commencement of the Services, Contractor will furnish Owner with evidence satisfactory to Owner that Contractor has obtained the insurance coverage (and provisions) required under this Agreement.

PROJECT TIME LIMITS:

The Proposer agrees to begin work within seven (7) calendar days after the date of the Owners written notice to proceed, and to complete all work to be done under the contract in the time frames noted in the RFP after the date of the Owner's written notice to proceed. Proposer understands that schedule overruns will incur a 1% penalty per day.

SUBCONTRACTORS:

The Proposer will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below.

	Subcontractor	Work item to be performed
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

The Owner reserves the right to reject any subcontractor that the Owner deems unfit for the scope of the work proposed.

LUMP SUM OR UNIT PRICES:

The Proposer further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum or unit price amounts. The Proposer agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The Owner reserves the right to reject any and all bids, to waive any informalities and to accept the bid of the lowest responsible Proposer.

ACKNOWLEDGEMENT OF ADDENDA:

The Proposer acknowledges that addenda numbers, _____
have been received and examined as part of these Contract Documents.



**Event Center on the Beach
Curry County Fairgrounds**

29392 Ellensburg Avenue, Gold Beach, OR 97444
541-247-4541 Fax: 541-247-4542
curryfair@gmail.com
eventcenteronthebeach.com

Sample of Contract for Services Only

This contract is made and entered into this ____ day of _____, 20__ by and between The Curry County Fairgrounds, a department of 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:

Services 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 within 30 days of contract execution, or 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 \$_____.

5. Prevailing Wages and Procurement

Contractor and County agree that the project is not subject to prevailing wages if the amount of the contract is more than \$50,000. Contractor shall comply with state and federal prevailing wage laws.

This contract ____ is/____ is not, subject to 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. Contractor will be responsible for obtaining any necessary permits and inspections.
- C. 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 \$1,000,000
- 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.

17. Written Changes Required

The rights and duties under this contract shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

18. The Term "Contract Documents" means and includes the following:

- A Request for Proposal Response
- B Proposal Bid Schedule
- C Contractors Experience Form
- D Proposers Declaration
- E Acknowledgement of Addenda

19. Penalty Against Delayed Project Completion

If the Contractor fails to substantially complete the works by the Completion Date above, and if the delay is caused by the faults of the Contractor, the Contractor shall pay to the Owner a penalty of 1% of the Contract Price for each day of delay beyond the Substantial Completion date.

THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

Signature: _____

Name: _____ Date: _____

Phone Number _____

Address: _____

EVENT CENTER

Signature: _____

Name: _____

Position: _____ Date: _____

COUNTY COUNSEL

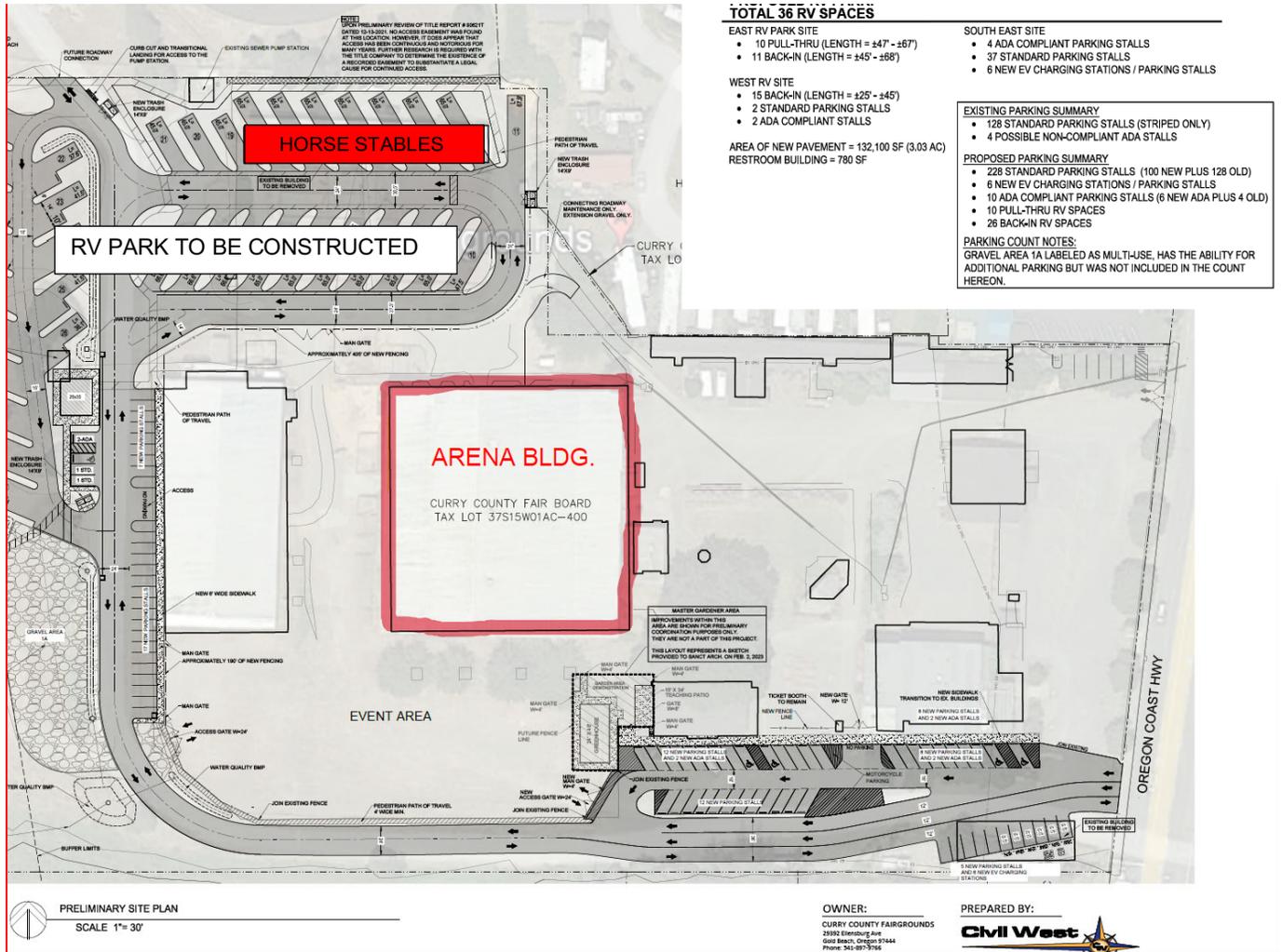
Signature: _____

Name: _____ Date: _____

EXHIBIT VICINITY MAP



EXHIBIT SITE MAP



HORSE STABLE PHOTOGRAPHS









