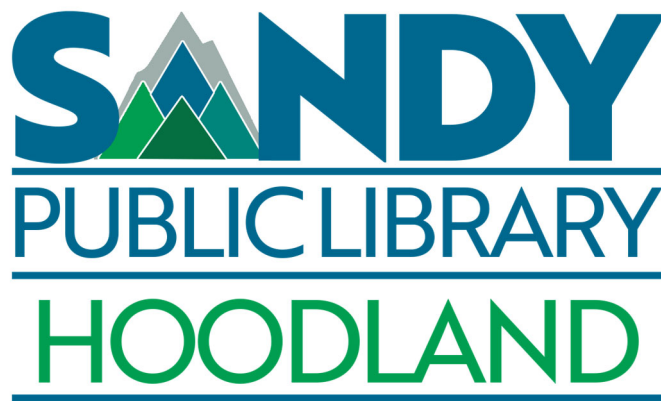


**CITY OF SANDY**  
**REQUEST FOR PROPOSALS**

**Sandy and Hoodland Public Libraries – Sign for Hoodland Library**

**Deadline for Submission:**  
**2:00 PM**  
**April 30, 2024**



**Project Manager**

Sarah McIntyre

503-489-2168

[smcintyre@ci.sandy.or.us](mailto:smcintyre@ci.sandy.or.us)

City of Sandy

Sandy Public Library

38980 Proctor Blvd.

Sandy, Oregon 97055

**CITY OF SANDY**  
**NOTICE OF REQUEST FOR PROPOSALS**  
**Sandy and Hoodland Public Libraries – Hoodland Library sign**

The City of Sandy invites submission of Proposals to provide bids to craft a sandblasted wood sign for the Hoodland Library in Welches, Oregon.

**PROPOSAL SUBMISSION DEADLINE: April 30, 2024 @ 2:00 PM**

Submissions received after this time will be considered non-responsive and will be returned without review.

**QUESTION SUBMISSION DEADLINE: April 19, 2024 @ 5:00 PM**

Question may be submitted in written form to:

**Contact Name:** Sarah McIntyre

**Contact Address:** 38980 Proctor Blvd., Sandy, OR 97055

**Email Address:** [smcintyre@ci.sandy.or.us](mailto:smcintyre@ci.sandy.or.us)

**PROJECT LOCATION**

The City of Sandy Library Director manages the Hoodland Library in Welches, Oregon.

Address: 24525 E Welches Rd. welches, OR 97067



**GENERAL PROJECT DESCRIPTION AND SCOPE**

The City of Sandy needs a replacement sign that says “Hoodland Library” for the front of the building. In addition to the sign, the creator needs to find a way to more permanently attach the sign to the hooks hanging from the overhang above the door.

**PROJECT SCOPE**

Construct a 5’ x 2’ sandblasted and painted wood sign as pictured in Attachment A.

## ADDITIONS AND DELETIONS

No extras or additional work will be allowed or paid for unless such extras or additional work are ordered in writing by the client, and the price fixed and agreed upon before such work is performed. The client will not accept any overruns or pay any quantities beyond those specified. The client retains the right, without invalidating the contract, to make additions to or deductions from the work defined in this document, and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the client and the contractor, and must be agreed to in writing.

## DISCREPANCIES

Should the contractor discover discrepancies in this and/or related documents (e.g., project details or specifications), the matter shall at once be brought to the attention of the client, and the discrepancies corrected before proceeding further.

## PROJECT DETAILS & TIMELINE

Construct a sandblasted wood sign:

- 1) That says: Hoodland Library
- 2) As shown in the photo in Attachment A

**Sign is desired to be completed mid- summer 2024.**

## PROJECT SPECIFICATIONS

Attachment A: Hoodland Library Sign

## COORDINATION

Bidders are welcome to access the Hoodland Library Site at any time.

Contractor to purchase all construction and building materials.

Contractor to work with the County on permitting if deemed necessary. At this time no permits are required.

## PROJECT PROPOSAL EXPECTATIONS

The City of Sandy - Sandy and Hoodland Libraries shall award the contract to the contractor that best accommodates the various project requirements.

## DEADLINE TO SUBMIT

All proposals must be received by April 30, 2024 no later than 2:00PM for consideration in the project proposal selection process.

**Bidders shall submit all proposals electronically:**

- Sarah McIntyre, Sandy and Hoodland Libraries
  - [smcintyre@ci.sandy.or.us](mailto:smcintyre@ci.sandy.or.us)
  - phone: 503-489-2168

If a “reply confirmation” of receipt of proposal is not received by the submitter 1 business hour prior to the deadline for submission, it is the submitter’s responsibility to telephone the person named above to assure receipt of proposal.

### PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

#### **Summary of Bidder Background**

1. Bidder’s Name(s)
2. Bidder Address
3. Bidders Contact Information (and preferred method of communication)
4. Evidence of legal authority to conduct business in Clackamas County
5. Qualifications to do the requested work in a timely and efficient manner, based on relevant training and recent successfully completed work.
6. 2-3 references from recent work.

#### **Proposed Outcome**

1. Summary of timeline and work to be completed

#### **Cost Proposal Summary and Breakdown**

1. A detailed list of any and all expected costs or expenses related to the proposed project.
2. Summary and explanation of any other contributing expenses to the total cost.
3. Brief summary of the total cost of the proposal.

### ADMINISTRATIVE INFORMATION

#### **Applicable Laws and Regulations – Public Disclosure of Proposals**

Any information provided to the City pursuant to this RFP is subject to public disclosure pursuant to Oregon’s public records laws (ORS 192.311 et seq.); all submissions shall not be subject to release until selection of the successful Consultant. The general requirement for public disclosure is subject to a number of exemptions. Each page containing information deemed by the respondent as necessary to remain exempt from public disclosure after RFP’s have been evaluated (e.g. pages containing trade secret, economic development information, etc.) should be plainly marked as “confidential information” and placed in a group separate from the remainder of the proposal. The fact that a firm marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated. Information that has not been properly marked and segregated shall be disclosed in response to a public records request without City review for “confidential information”.

#### **Incurring Costs**

The City is not liable for any cost incurred by the proposer prior to issuance of a Professional Services Contract or purchase order. All prospective proposers who respond to this RFP do so solely at the respondent’s cost and expense.

**Form of Contract**

Proposing firms are advised to carefully review the Form of Contract, which is part of this RFP and attached as *“Attachment B – Form of Contract”*. Any comments, questions, concerns, or objections to the terms of the Form of Contract must be stated in the proposer’s response to the RFP as noted in Section 7 Submittal requirements.

**Law of Oregon**

Contractor shall adhere to all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers' compensation, and minimum and prevailing wage requirements. Any certificates, licenses or permits which Contractor is required by law to obtain or maintain in order to perform work described.

**Prequalification Applications:** None Required.

**Proposal Security Required:** None Required.

**Public Contract Rules:**

Except as modified by the terms of this Request for Proposal, the terms and procedures of the City of Sandy shall apply.

**Cancellation / Rejection of Proposals.**

The City may cancel this Request for Proposal or reject any or all proposals, in accordance with ORS 279B.100

**ATTACHMENTS**

Attachment A: Photo of previous Hoodland Library sign.

Attachment B: Form of Contract

**ATTACHMENT A  
HOODLAND LIBRARY SIGN**



# ATTACHMENT B FORM OF CONTRACT

## Small Non-Transportation Related Public Improvement

### Contract

THIS CONTRACT is made as of the \_\_\_ day of DATE by and between

“Owner”:

City of Sandy, Oregon

ADDRESS

and “Contractor”:

NAME

ADDRESS

for “Project”: [project description]

Owner and Contractor agree as follows:

#### ARTICLE 1 – WORK

1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is described as follows: See attached 8/8/2023 estimate from Woodpecker Roofing and Remodeling, LLC, incorporated into this Contract by reference, and the General Conditions.

#### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: [project description and address].

#### ARTICLE 3 – ENGINEER/PM

3.01 [Owner has not retained an architect or an engineer relative to the Project or the Work.] Unless the Owner designates a Project Manager to act as the Owner’s representative and assist Owner in managing the Project, Owner will possess all the rights and obligations of the Architect/Engineer that are identified in the Contract Documents.

## **ARTICLE 4 – CONTRACT TIMES**

4.01 Time is of the essence and time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Notwithstanding anything contained in the General Conditions, Contractor will begin the Work no later than five (5) business days after Owner executes this Contract, will substantially complete the Work no later than 45 days after beginning the Work, and will fully and finally complete the Work in accordance with the General Conditions no later than 55 days after beginning the Work. These dates are subject to change in accordance with the General Conditions and if Owner agrees to different dates in writing. For clarity's sake, no Notice to Proceed is required in order to begin Work under this Contract.

4.03 Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in 4.02, plus any extensions that Owner permits in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$100.00 for each day or fraction of a day that expires after the time specified in 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by Owner, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$150.00 for each day or fraction of a day that expires after the time specified in 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner will pay Contractor for completion and acceptance of the Work in accordance with the Contract Documents an amount in current funds equal to a [lump sum/not to exceed/monthly progress payments of] [spelled out dollar amount] [XXXX] (the "Contract Price"). All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

## **ARTICLE 6 – PAYMENT PROCEDURES**

6.01 Notwithstanding language in the Contract Documents regarding progress payments, Contractor shall submit an invoice to Owner in the amount of the Lump Sum identified as the Contract Price in 5.01 once the Work is fully complete, subject to any changes to the Contract Price in accordance with the Contract Documents. Owner will pay Contractor the Contract Price within thirty (30) days of receiving the invoice from Contractor. Contractor waives its right to receive progress payments pursuant to ORS 279C.570.

## **ARTICLE 7 – INTEREST**

7.01 All moneys not paid when due will bear interest at the rate specified in ORS 279C.570.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.



- B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for Small (Less than \$100,000) Non-Transportation Related Public Improvement Contract” are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include the Contractor’s Bid, which is that document dated August 8, 2023.

9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

## **ARTICLE 10 - MISCELLANEOUS**

10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.

10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 This Contract is the final written expression of all the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

***[SIGNATURES FOLLOWING]***

SIGNED:

**OWNER**

**Contractor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title: \_\_\_\_\_

Title:

Date:

Date: