



REQUEST FOR QUOTATION

FENCE INSTALLATION

Located at

**33898 and 33902 Seven Mile Lane
Albany, OR**

February 2024

Project: CR1704

LINN COUNTY ROAD DEPARTMENT
3010 FERRY STREET SW
ALBANY, OREGON 97321-3998
541 967-3919 – Fax: 541-924-0202

LOCATION OF WORK

33898 and 33902 Seven Mile Lane



The Linn County Road Department (LCRD) is soliciting price quotations from persons experienced in the performance of fence installation. This work is located in southeast Albany.

This quotation, if accepted by Linn County, shall constitute a contract for services with Linn County. Upon acceptance of quotation, the County will issue a Purchase Order authorizing the execution of the work.

Daineal Malone, County Engineer for the Linn County Road Department is the principal contact person for this proposal and should be contacted for any interpretations of the quotation and can be reached at (541) 967-3919; or email: daineal.malone@co.linn.or.us

INSTRUCTIONS TO PROPOSERS

IP-1 QUOTATION DATE

Quotations must be submitted by **2:00 P.M., Thursday, February 29, 2024** to be considered.

Electronic submission of a quote will be accepted as original, in lieu of submission of a paper quote, at the discretion of the proposer.

An electronic submission of a quote shall consist of a scanned image (.pdf, .jpg, .tif, etc.) of the completed quotation sheet, with signature; submitted by email to Daineal Malone as shown above.

A fax transmission to the Linn County Road Department, attention to Daineal Malone, (541) 924-0202, will also be accepted as an electronic submission.

IP-2 DESCRIPTION OF WORK

- A. This contract is for the performance of all aspects of work necessary for fence installation and includes other work as described in section B below.
- B. The primary aspects of the work include:
 1. **MOBILIZATION** – This work consists of operations and preparatory work necessary to become ready to perform the work or an item of work, which includes, but is not limited to Section 00210.40 of the ODOT Standard Specifications.
 2. **TRAFFIC CONTROL** – The Contractor shall furnish materials, personnel, tools, and equipment necessary to provide for traffic control in accordance with the most current edition of the *Oregon Temporary Traffic Control Handbook*. The Contractor shall provide signs, personnel, tools, and equipment as needed to safely manage traffic through the work zone during construction.
 3. **CLEARING AND GRUBBING** – This work consists of removing and disposing of vegetation and buried matter within the lines of fence installation, or as directed. The work also includes preserving vegetation and objects designated to remain in place and cleanup of the work area.
 4. **REMOVE EXISTING FENCE** – This work consists of removing and disposing of chain link fence to the lines and grades shown or directed.
 5. **CEDAR FENCE INSTALLATION** – This work consists of constructing fences to the lines and grades shown or directed.

6. COORDINATION – Contractor will coordinate with the following Linn County personnel:

Daineal Malone, County Engineer
(541) 967-391
daineal.malone@co.linn.or.us

Jeff Maskal
(503) 302-8188
jeff.maskal@co.linn.or.us

7. CONTRACT COMPLETION – All aspects of the work shall be completed no later than **Friday, May 3, 2024**.
8. WORK DAYS – Contractor shall schedule all work to occur between the hours of 7:00 a.m. and 5:00 p.m., Mondays through Fridays, or 8:00 a.m. to 5:00 p.m. on Saturdays. Contractor shall not work on this project on Sundays.

IP-3 PERMITS, APPROVALS, AND LICENSES

Contractor shall be licensed with the Oregon Construction Contractor’s Board.

IP-4 SITE INSPECTION

Proposers are encouraged to visit the sites prior to submitting a proposal. Submission of a quote signifies that the Proposer is satisfied as to all site conditions and aspects of work.

GENERAL PROVISIONS

GP-1 Definitions and Terms

Whenever the following terms are used in the contract documents, they shall be understood to have the meanings given herein.

- A. **County** - Linn County, Oregon, the party awarding the contract.
- B. **County Roadmaster** - The County Roadmaster of Linn County, acting either directly or through an authorized representative.
- C. **Contractor** - The party awarded the contract.
- D. **Standard Specifications** - The 2024 edition of the *Oregon Standard Specifications for Construction* are hereby referenced and contained within the contract, except as follows:
 - 1. Standard Specifications may be modified, supplemented or superseded by the provisions of this Request For Quotation, herein contained.
 - 2. Wherever the words “State Highway Commission”, “Department”, “State of Oregon”, “Highway Commission”, or “State”, appear in Standard Specifications, they shall mean Linn County, Oregon

GP-2 Insurance

- A. All employers, including the Contractor and Subcontractor(s), if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage, unless such employers meet the requirement for an exemption under ORS 656.126(2).
- B. The Contractor shall provide General Liability Insurance written on an occurrence basis and covering the Contractor’s liability for bodily injury and property damage. This insurance shall include personal and advertising injury liability, products and completed operations coverage, and contractual liability coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and

Commercial Automobile Liability. Combined single limit per occurrence shall not be less than \$1,000,000 to any single claimant arising out of a single accident or occurrence; and \$2,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence. Linn County shall be listed as a “certificate holder.”

- C. The Contractor shall provide Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than \$1,000,000 to any single claimant arising out of a single accident or occurrence; and \$2,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence and shall be maintained for the duration of the project.
- D. The General Liability and Automobile Liability Insurance coverage amounts shall be adjusted annually to match the claim limits of liability established in accordance with ORS 30.272 (4) for local public body, multiple claimants, injury or death claim.
- E. As evidence of the insurance coverages required by the Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency prior to commencing work.

GP-3 Laws to be Observed

- A. The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the work.
- B. The Contractor shall indemnify and save harmless Linn County, its officers, employees and agents against any claims or liability arising from the violation by Contractor’s officers, employees and agents, or Contractor’s sub-contractors, their officers, employees or agents, of laws described in GP-3 A. above.
- C. The Contractor shall be responsible for acts of Contractor’s employees and sub-contractors and shall indemnify and save harmless Linn County, its officers, employees and agents against any claims or liability arising from the Contractor’s negligence.

GP-4 Labor Provisions

The Oregon Bureau of Labor and Industries “**Prevailing Wage Rates for Public Works Contracts**” apply to this project.

For the correct wage rates, go to BOLI’s website at:

http://www.oregon.gov/boli/whd/pwr/pages/pwr_state.aspx and refer to the publication dated January 5, 2024.

Contractor shall pay the current prevailing wage rates as established by BOLI and in accordance with ORS 279C.800 – ORS 279C.870, including daily, weekly, weekend, and holiday overtime as required.

Pursuant to Oregon Revised Statute, ORS279B.235, the following is required to be included in this public contract:

- A. Contractor shall comply with the provisions of ORS 279C.800 through ORS 279C.870 regarding prevailing rate of wage on public contracts.
- B. Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).
- C. Pursuant to ORS 279B.235, Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise. Contractor shall pay his or her employees at least time and a half for all overtime in excess of eight hours in any one day, or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or for all overtime in excess of ten hours in any one day, or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; or if the employee performs work on Saturday or on any legal holiday specified in ORS 279C.540.
- D. Contractor shall comply with ORS 652.220 and shall not discriminate with regard to any protected class in the payment of wages for work of comparable character, the performance of which requires comparable skills. Protected classes include race, color, religion, national origin, age, sex, pregnancy, citizenship, familial status, disability status, veteran status, and/or genetic information. Compliance is a material element of this contract and failure to comply is a breach that entitles County to terminate the contract for cause.
- E. Pursuant to ORS 279B.235, Contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person, and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.
- F. Pursuant to ORS 279B.230(1), Contractor shall, promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employee under any law, contract or agreement for the purpose of providing or paying for the services.
- G. Pursuant to ORS 279B.230(2) all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

GP-5 Contract Performance

- A. As described in the "Description of Work" above, the scope of work is subject to change depending on quoted prices and the availability of funding, at the sole discretion of the County.
- B. Linn County reserves the right to void the contract at any time due to unforeseen occurrences (weather, mechanical breakdowns, union strike, lack of funds, inferior workmanship, failure to execute the work in a timely manner, etc.).

GP-6 Materials and Construction

- A. Supply traffic control materials and install traffic control measures meeting the requirements of Section 00220, 00221, 00222, 00223, 00224, and 00228 of the ODOT Standard Specifications.
- B. Perform clearing and grubbing meeting the requirements of Section 00310 of the ODOT Standard Specifications.
- C. Perform fence removal and installation meeting the requirements of Section 01050 of the ODOT Standard Specifications and the following:

Materials:

- 1. Fence Posts:
 - i. Shall be 4"x4" pressure treated wood
 - ii. Shall be a minimum of 6 feet high above ground level
 - iii. Shall be inserted at a depth of at least 18"
 - iv. Shall be supported by pre-mixed quick set concrete
- 2. Lateral Supports:
 - i. Shall be 2 in. x 4 in. #2 Ground Contact Hem Fir Pressure-Treated Lumber
- 3. Fasteners:
 - i. Fence rail brackets for lateral supports shall be galvanized
 - ii. Fasteners for cedar pickets shall be exterior screws
- 4. Cedar Pickets:
 - i. Shall be 5/8 in. x 5-1/2 in. x 6 ft. Western Red Cedar Dog-Ear Fence Picket

Construction:

- 1. Holes for posts shall be augered, or dug, a minimum of 18 inches below ground surface.
- 2. The posts shall be concreted in place and left for a minimum of 24 hours prior to installation of lateral supports or slats.
- 3. Lateral supports shall be installed 1 foot from ground level and 2 foot from the top of the cedar pickets.

GP-7 Measurement & Payment

- A. Estimates of quantities provided are approximate only. They are used here to convey the intended scope of the work and for comparing quotes. The County does not guarantee that the quantities provided will be the actual quantities required for the performance of the work.
- B. Changes in the scope or nature of the work other than normally expected variations within the scope of the contract will be made only with the written approval of the County.
- C. Payment for the work completed will be made on a per item basis as listed on the enclosed price quotation and/or as listed below. Payment for lump sum items will be made at the Contract quoted lump sum amount upon completion of that aspect of work, or proportionally subject to review and approval of the County.
 - 1. Mobilization: Lump Sum
No measurement of payment will be made for work performed under this bid item.

The amounts paid will be paid for by lump sum. When 5% of the project work has been completed, 50% of the mobilization will be paid. When 10% of the project work has been completed, 100% of the mobilization will be paid.

2. Temporary Work Zone Traffic Control, Complete: Lump Sum

No measurement of payment will be made for work performed under this bid item.

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing materials and TCD, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

3. Clearing and Grubbing: Lump Sum

No measurement of payment will be made for work performed under this bid item.

Payment will be payment in full for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

4. Remove Existing Fence: Foot

Measurement of payment will be on the length basis. Measurement will be from center to center of posts, measured along the line and grade of each separate continuous run of fence.

Payment will be payment in full for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

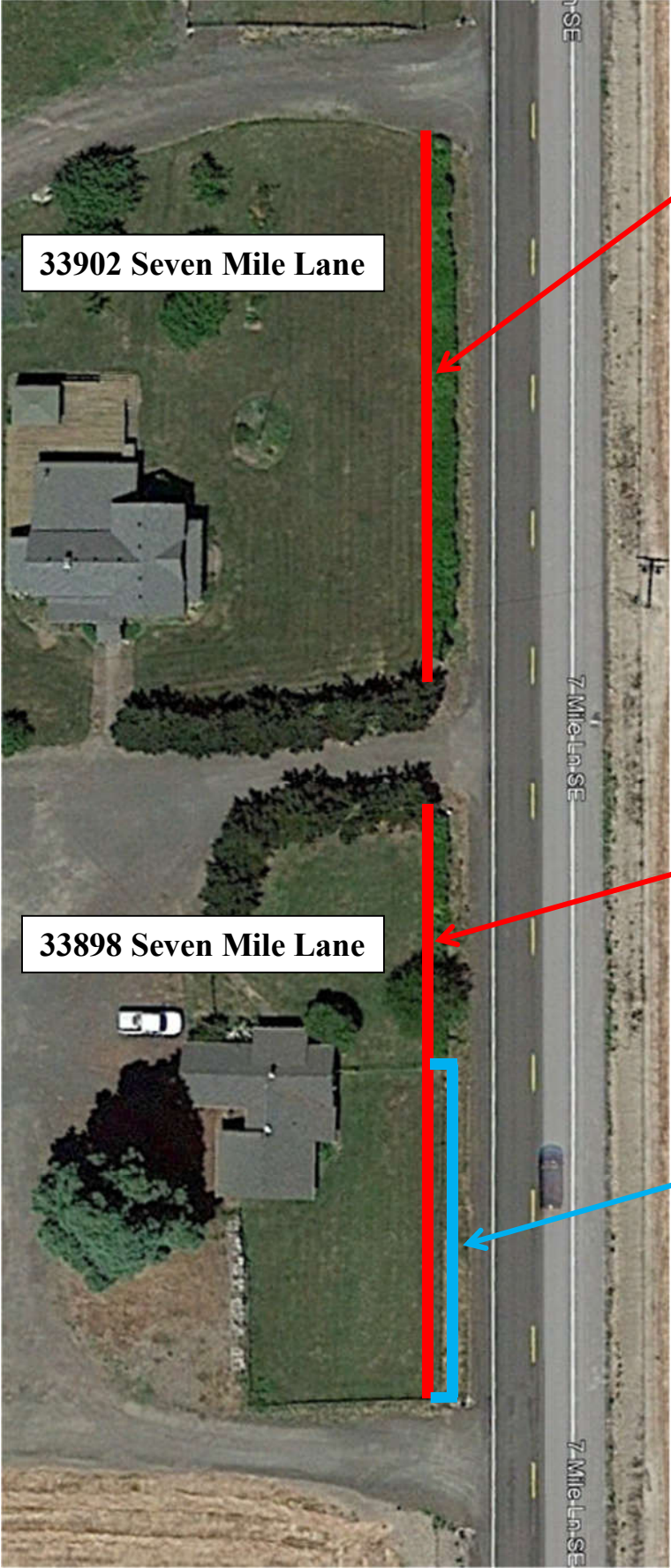
5. Cedar Fence: Foot

Measurement of payment will be on the length basis. Measurement will be from center to center of posts, measured along the line and grade of each separate continuous run of fence as constructed.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

- D. Payment will be made by the County within 30 days of receipt of invoice for work performed in a pay period. Pay periods will be measured from the first day of the calendar month to the last day of the calendar month. Pay periods may be adjusted upon mutual agreement by Contractor and County for the convenience of either or both parties.
- E. Progress payments for work completed do not signify final acceptance of that work. Disputed quantities or acceptability of work may be withheld from payment until the dispute has been resolved.
- F. Linn County reserves the right to withhold five percent (5%) of the payment until all required work is completed and accepted. Final payment of any balance due will be made promptly upon completion and acceptance of the work.
- G. Payment for the included pay items represents payment for materials, equipment, labor, tools, and incidentals required for the ultimate completion of the project. Any aspect of work not described by the listed pay items will be considered incidental to those specified pay items.

PROJECT PLAN



33902 Seven Mile Lane

150 feet of Cedar Fence

33898 Seven Mile Lane

174 feet of Cedar Fence

115 feet of Fence Removal

REQUEST FOR QUOTATION

FENCE INSTALLATION

Located at

33898 and 33902 Seven Mile Lane
Albany, OR

*** Submit this page only ***

Project No. CR1704

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1. Mobilization	1	LS	\$	\$
2. Temporary Work Zone Traffic Control, Complete	1	LS	\$	\$
3. Clearing and Grubbing	1	LS	\$	\$
4. Remove Existing Fence	115	FT	\$	\$
5. Cedar Fence	324	FT	\$	\$
PROJECT TOTAL			\$	

Return all quote information no later than: **Thursday, February 29th, 2024; 2:00 p.m.**

Linn County Road Department
Attn: Daineal Malone, County Engineer
3010 SW Ferry Street SW
Albany, OR 97321-3998
daineal.malone@co.linn.or.us

Signature: _____

Printed Name: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Contractor Board No.: _____ Email: _____