



Council Business Meeting

July 18, 2023

Agenda Item	Contract for Briscoe School Roof Replacement	
From	Jason Strait Scott Fleury PE	Project Manager Public Works Director
Contact	jason.strait@ashland.or.us Scott.fleury@ashland.or.us	
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/>	

SUMMARY

Before the Council is a request to approve a public improvement contract with C&R Homes and Construction Services LLC to replace the roof on the Briscoe School (project #2019-27). The current roof on Briscoe School is in poor condition with multiple leaks and extensive temporary tarping. On June 22, 2023, at 3:00 p.m. bids were submitted for the Briscoe School Roof Replacement. Bids were received from two contractors with C&R Homes and Construction Services LLC providing the low bid at \$606,830 (\$648,630 including optional work). If the contract is approved staff will work with the contractor and the Oregon Childhood Development Coalition (OCDC) to develop a schedule to perform onsite activities this summer.

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals, Visions and Values:

- Economic Development.... attracting new business and supporting those already here
- Community affordability, including in available housing and childcare
- Quality infrastructure and facilities through timely maintenance and community investment

Essential Services

- Infrastructure

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life cycle costs.
- Deliver timely life cycle capital improvement projects.
- Maintain and improve infrastructure that enhances the economic vitality of the community.
- Evaluate all city infrastructure regarding planning management and financial resources.

PREVIOUS COUNCIL ACTION

The City was previously awarded \$1.3 million in grant funding by the State in House Bill 5203. The Council approved a supplemental budget on September 6, 2022 recognizing the grant revenue and associated expense. ([Staff Report](#))

BACKGROUND AND ADDITIONAL INFORMATION

Bidding Procedure: The Briscoe School Roof Replacement project was first bid out in January of 2020 with multiple bids received. The city subsequently decided to cancel the solicitation due to fiscal concerns in February of 2020. In 2022 a General Fund Grant for \$1,300,000 was received by the City of Ashland from the





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State of Oregon for the purposes of Briscoe School Rehabilitation. The roof replacement project was rebid on May 25, 2023. Notice was given in the Daily Journal of Commerce and placed on the city's website. In addition, project plans and specifications were posted on OregonBuys, the States procurement network. Bids were received on June 22, 2023, with two contractors responding. Both bids were valid and contained the required bonds, documentation, and acknowledgements. Bidding information is shown on the attached bid summary form.

Project Description:

Remove existing roof and flashing down to wood decking material. A significant portion of the existing roofing material contains asbestos as identified in asbestos surveys. Such areas will be removed by a licensed asbestos abatement contractor and the material handled and disposed of according to appropriate rules and regulations.

Following existing roof removal the wood decking and parapet structure under the roof will be inspected and any areas damaged by water ingress replaced. A new PVC membrane roof will then be installed over new insulation and coverboard.

Optional work is to replace rather than re-install the existing parapet flashing. This option will be implemented or not depending on the physical condition of the existing flashing after removal.

FISCAL IMPACTS

The Briscoe School Roof Replacement is funded by a grant from the state of Oregon. The grant amount was \$1,300,000. The remainder of the funds will be utilized for asbestos abatement of existing flooring and replacement with new material.

DISCUSSION QUESTIONS

Does the Council have any questions about the Briscoe Roof Replacement Project?

SUGGESTED NEXT STEPS

Next steps include issuing notice to proceed after award of contract and begin coordinating the schedule of work activities with C&R Homes and Construction Services LLC. Work will also be coordinated with the ODCD who currently occupy the Briscoe School.

Staff will also coordinate with the City's Communication Officer about posting appropriate information on the City's website.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- I move to award a public improvement contract to C&R Homes and Construction Services LLC for Project No. 2019-27, Briscoe School Roof Replacement, in the amount of \$648,830.
- I move to request Public Works perform a new solicitation for the Briscoe School Roof Replacement project.
- I move to deny the contract with C&R Homes and Construction Services LLC. for the Briscoe School Roof Replacement.



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REFERENCES & ATTACHMENTS

Attachment #1: Briscoe School Roof Replacement Project Bid Summary

Attachment #2: C&R Homes and Construction Services LLC Bid Form

CITY OF ASHLAND - ENGINEERING DIVISION

SUMMARY OF PROPOSALS

Project: Briscoe School Roof Replacement
 Project No.: 2019-27
 Date of Bid Opening: June 22, 2023 at 3:00 PM

Corrected Engineer's Estimate: Not Available
 No of Addenda: 1

	1	2	3	4	5
Name of Bidder & Address	Tru-North Construction 1130 N Coast Hwy Newport OR 97365	C&R Homes and Construction Services LLC 714 S 72 nd St Springfield OR 97478			
Sum of Bid	\$784,000	\$606,830			
Add Alternate	\$45,600	\$41,800			
(Grand Total)	\$829,600	\$648,630			
Name of Bonding Co.	Old Republic Surety Co	Liberty Mutual Surety			
Amount of Bid Bond.	10%	10%			
Nos. of Addenda Acknowledged (should be 2)	1 of 2	1 of 2			
Completed & Signed Bid Form (including subcontract disclosure)	Yes	Yes			
Responsive Bid?	Yes	Yes			

2 BID DOCUMENTS

2.1 BID FORM

Bidder agrees to furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for the construction of this project for the city of Ashland, Jackson County, Oregon, as stated in the completed bid schedule, all in accordance with the contract documents, plans, specifications, and drawings which are on file at the City of Ashland, Community Development Building, Winburn Way, Ashland, Oregon 97520.

BIDDER'S BUSINESS NAME Carl Hones and Construction Services LLC
CONTACT NAME Nicholas Chaney
ADDRESS 714 S 72nd Street
CITY Springfield STATE OR ZIP 97478
TELEPHONE NO. 541-222-9481
FAX NO. _____
EMAIL ADDRESS nicholaschaney@gmail.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

This Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of any kind required for, or reasonably incidental to, the Briscoe School Roof Replacement (hereinafter "Project") for the City of Ashland, Oregon. This Bid is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the Project, site, locality, general nature of work to be performed by City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Project.
2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents;

and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive Bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified Bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City in accordance with ORS 279B.100. The City reserves the right to reject any Bid not in compliance with all prescribed public bidding procedures and requirements, and may reject all bids for good cause upon a finding that it is in the public interest to do so.

4. The deadline to file a written protest or request, pursuant to Instruction to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to the date and time set for closing. Bid closing may be extended by the City to consider a protest or request.

5. The terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within ten (10) working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

- Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
- Certificates of Insurance for General Liability and Vehicle coverage
- Certificates of Coverage for Workman Compensation and unemployment insurance;
- All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall

the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the contract in accordance with the plans and specifications. If any material, item or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE", the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.

13. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law for proposed bid prices that exceed \$50,000. The undersigned, as Bidder, acknowledges that provisions of ORS 279C.800 – 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), Bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)]. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

14. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

15. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10% Bid Amount, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of

Ashland as liquidated damages for the delay and additional expense to the Owner caused thereby. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

16. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

17. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The Bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

18. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.

- The work shall be commenced within ten (10) working days after receipt of the written Notice to Proceed.
- The work shall be completed in all respects within 60 calendar days following issuance of the Notice to Proceed.
- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the Bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

19. The undersigned Bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the Bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

20. The undersigned Bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the Bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

21. In determining the lowest responsible Bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which the Bidder resides. "Resident Bidder" of Oregon means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the Bidder is a "resident Bidder" of the State of Oregon. The

undersigned represents him/her self in this bid to be either a Resident or a Non resident Bidder by completing the appropriate blank below.

- The Bidder is or is not a resident Bidder as defined in ORS 279A.120.

22. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

23. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

24. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

25. The undersigned confirms the Bidder or their subcontractor is licensed under ORS 468A.710 for asbestos removal.

26. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

27. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in the Solicitation and Contract documents.

28. The Bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on the ORPIN website. The Bidder must check the website frequently until closing.

The Bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

ADDENDUM NUMBER 1 THROUGH 2 HAVE BEEN REVIEWED

29. The Bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a Bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

30. A First-Tier Subcontractor Disclosure Form is enclosed and must be filled out by the Bidder for the disclosure of information about certain first-tier subcontractors (those subcontractors contracting directly with the Bidder) when the contract price exceeds \$75,000 (see ORS 279C.370).

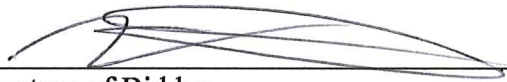
Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, you must disclose the following information about that subcontract within two working hours of bid closing:

- The subcontractor's name and address,
- The subcontractor's Construction Contractor Board registration number, if one is required,
- The subcontract dollar value.

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award. The City may reject a Bid if the Bidder fails to submit the disclosure form with this information within two hours of Bid closing.

This document shall not be faxed. It is the responsibility of Bidders to submit this disclosure form and any additional sheets by the deadline. See instructions to Bidders. The disclosure should be submitted on the first-tier subcontractor disclosure form attached to this invitation to bid.

31. Bidder Information and Signature

<u>C&E Home and Construction Services</u>	
Firm Name of Bidder	Signature of Bidder
<u>Nicholas Chaney</u>	<u>Owner</u>
Printed Name of Bidder	Official Title
<u>Oregon</u>	<u>208850</u>
State of Incorporation	CCB Number

Dated this 19 day of June, 2023

2.2 **BID SCHEDULE**

Base Bid


No.	Description	QTY	Unit	Unit Price	Item Total
1.	Remove existing roof system(s) and appurtenances (by a licensed asbestos abatement contractor for asbestos containing material)	1	LS	\$168180	\$168180
2.	Inspect wood decking and remove and replace as needed	2000	SF	\$8	\$16,000
3.	Inspect wood frame supporting decking and remove and replace as needed	100	LF	\$165	\$16500
4.	Inspect and repair structure underneath parapet flashing	100	LF	\$150	\$15000
5.	Provide and install new PVC roof membrane system and appurtenances, and extend gym downspout 30 feet	1	LS	\$384650	384,650
6.	Replace damaged parapet cap flashing	100	LF	\$65	6500
GRAND TOTAL:					\$606,830

Alternate Bid

Alternate bid amounts, whether a positive or negative number, shall be the difference between what is specified in the Base Bid and the requested Alternate Bid

No.	Description	QTY	Unit	Unit Price	Item Total
1.	Replace all parapet cap flashing	760	LF	55	41,800
GRAND TOTAL (Base Bid plus additive bid):					

Items not listed shall be considered incidental to the project. Quantities indicated are approximate and are prepared for comparison purposes only. The Bidder shall perform its own quantity take-off to establish the quantity of work to be performed for contract pricing. The Project Manager and the City assume no liability for incorrect quantities.

C+R Home and Construction Services 
 Firm Name of Bidder Signature of Bidder

Nicholas Chaney

Printed Name of Bidder

Official Title

Dated this 19 day of June, 2023

2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

per ORS 279C.370 and OAR 137-049-360

Project Name: Briscoe School Roof Replacement

Project No.: 2019-27 Bid Opening Date: _____

Bidder Name: CR Home and Construction Services LLC

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid.

List below the Name, Dollar Value and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets if needed.

Firm Name: <u>NONE</u>	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

CERTIFICATIONS OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it) and

(b) Contractor is not subject to backup withholding because (i) it is exempt from backup withholding or (ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that (a) it has the power and authority to enter into and perform the work, (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

(1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

(2) Commercial advertising or business cards or a trade association membership are purchased for the business.

(3) Telephone listing is used for the business separate from the personal residence listing.

(4) Labor or services are performed only pursuant to written contracts.

(5) Labor or services are performed for two or more different persons within a period of one year.

(6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.



Contractor

6-19-23

Date

2.3 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

per ORS 279C.370 and OAR 137-049-360

Project Name: Briscoe Roof Replacement

Project No.: _____ Bid Opening Date: 6/22/23

Bidder Name: C&R Homes and Construction Services LLC

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. Failure to submit this form by the disclosure deadline will result in a nonresponsive bid.

List below the Name, Dollar Value and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. Attach additional sheets if needed.

Firm Name: Global Pacific Environmental Inc.	Dollar Amount: \$135,000
Category of Work: Asbestos Abatement	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	

Firm Name:	Dollar Amount:
Category of Work:	