



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

* PRESS RELEASE *

DATE: September 13, 2021
TO: Interested Parties
FROM: Tiffany Taylor
SUBJECT: CALL FOR BIDS FOR BOND ST. LANDSCAPE PROJECT

The City of Astoria is seeking bids to complete a landscaping project along West Marine Dr. at the Bond Street Triangle, as well as the grass strip on the west end of the Pig n Pancake parking lot.



Please see the attachment for specifics.

Quotes are DUE **Friday, October 15, 2021 by 3:00 p.m.**

You may drop off your sealed quotes at City Hall, or send them directly to the Astoria Parks Director via email: jdart@astoria.or.us



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Bond Street PignPancake Landscape Project REQUEST FOR QUOTES

The City of Astoria Parks and Recreation Department is requesting quotes to furnish all labor, equipment and material to construct a landscape project consisting of two gardens at the intersection of Bond Street and Marine Drive. One of the gardens is on the City-owned pedestrian triangle. The other garden is on the west end of the PignPancake restaurant parking lot as shown on Attachment A.

Please review the attached plans, example photos of existing installations, special provisions, and the sample City construction contract prior to furnishing a quote for this project.

Please provide quotes for the items listed below.

Bond St. Landscaping Project					
#	Item	Qty	Unit	Unit Price	Item Total
1	Excavation of both areas- City Property Pedestrian Triangle and PignPancake area	1	LS		\$
2	Soil installation – both areas	1	LS		\$
3	Irrigation system – City property	1	LS		\$
4	Plant procurement	1	LS		\$
5	Plant installation	1	LS		\$
6	Traffic control	1	LS		\$
Total Quote:					\$

The lump sum quantities above will include all work necessary to complete the project. The selected contractor will be responsible for securing the materials necessary and will work with the City Engineering, Community Development, and Parks Department as well as ODOT to close Bond Street and provide all safety measures to protect employees during installation and any other associated work at the sites. Traffic control will be provided as needed and required by the City.

The City will consider suggested modifications to the project design or specifications. The intent of the project is to construct two gardens that are substantially similar to the gardens delineated in the attached documents. Please attach a separate sheet detailing the modifications if the quote provided is based on suggested alterations to the project documents. The City will consider price and suggested modifications to project design/specifications when selecting the Contractor.

Contractor shall read and comply with the attached documents before finalizing a quote. **Quotes are due Friday, October 15, 2021 by 3:00 p.m.** Please send sealed quotes to:

Jonah Dart-McLean
Parks and Recreation Department
1555 W. Marine Dr
Astoria, OR 97103
Email: jdart@astoria.or.us

Email submission of quotes is acceptable, but will require acknowledgement of receipt. All work and material shall meet current City of Astoria Standards and attached Special Provisions.

SIGNATURE

DATE SIGNED

PRINT NAME AND TITLE

OFFEROR / BUSINESS NAME

CORPORATION: YES NO

IF NO, TAX ID NUMBER OR SOCIAL SECURITY NUMBER: _____

CONTRACTOR BOARD (CCB) NO. _____

MAILING ADDRESS – STREET or P.O. BOX

CITY, STATE, ZIP CODE

PHONE NUMBER

Landscape Special Provisions

Landscape Special Provisions, which is not a Standard Specification, is included in this Project by Special Provision.

Description

Scope - This work consists of constructing a garden or landscape project at the Bond Street and Marine Drive Intersection and PignPancake property as shown on the attached plan.

Materials

General - Provide the following materials:

(a) **Excavation** - Provide excavation meeting the following requirements:

Remove 1.5 feet of existing soil from two areas as shown on the plan and dispose of in an approved location. Remove two large stones in the City owned area and dispose of in an approved location. Leave the Birds Nest Spruce plants in the City owned area.

Take care to not to disturb existing power lines, pipes or other infrastructure.

(b) **Soil** - Provide 45 cubic yards of soil meeting the following requirements:

- Soil/compost shall be sourced from Don Averill Recycling in Tillamook, Oregon.

(c) **Plants** - Provide plant materials meeting the following requirements:

- All plants shall be obtained from a registered and licensed nursery in Oregon or Washington, in the sizes specified on the plan.

(d) **Irrigation System** - Provide irrigation system as follows:

Provide battery powered drip irrigation system in City-owned garden capable of irrigating the garden. Irrigation system shall provide emitters to cover the area. Irrigation plan is shown in Attachment B.

Construction

General - Install all site improvements as shown on the Contract Drawings.

Submittals -

Submit qualification data for firms and persons as specified in 01095.42 to the Project Manager to demonstrate their capabilities and experience. Include list of completed projects with project names, addresses, names of Architect and Owners, plus other information specified.

Quality Control – Provide qualification data demonstrating the following requirements:

(a) **Single Source Responsibility for Plants and Soil** –. Proposals for alternative sources of materials shall be considered only if submitted in writing for approval by the Project Manager.

(b) **Installer Qualifications:** Engage an experienced landscape crew which is capable of soil and plant installation and has completed other similar projects, indicating those that have resulted in construction with a ten year record of successful in-service performance.

Care shall be taken to avoid leaving soil or mud on the City street, PignPancake property, or surrounding area, which shall be cleaned at the close of business daily. Owner’s representative shall reject damaged or unsightly plant material.

Pre-Installation Conference - Meet with the Project Manager no later than 1 week prior to installation for a pre-installation conference on-site.

Site Conditions – Materials and tools shall be removed at the end of each work day. All plants and excess soil shall be either installed in the ground or removed at the end of the day. The site shall be kept clean.

Completion – The Project must be completed by March 1, 2022.

**CITY OF ASTORIA
CONTRACT FOR GOODS AND SERVICES**

CONTRACT:

This Contract, made and entered into this _____ day of _____, 2021 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, located at _____, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES

A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in its Attachment A, which by this reference is incorporated herein.

B. CONTRACTOR'S obligations are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

C. CONTRACTOR services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not to exceed \$ _____ for providing goods and performance of those services described in Attachment A;

B. The CONTRACTOR will submit final billing after CITY has accepted and certified all work as complete

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be _____.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be

_____.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.

C. The undersigned CONTRACTOR hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notifies the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

With regard to Professional Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONTRACTOR'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONTRACTOR.

With respect to Commercial Liability and Professional Liability, CONTRACTOR reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, sub-consultants and anyone directly or indirectly employed by either.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

19. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

21. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

23. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

CITY: THE CITY OF ASTORIA, a municipal corporation of the State of Oregon

By:

Brett Estes, City Manager

Date

CONTRACTOR:

By:

Signature

Date

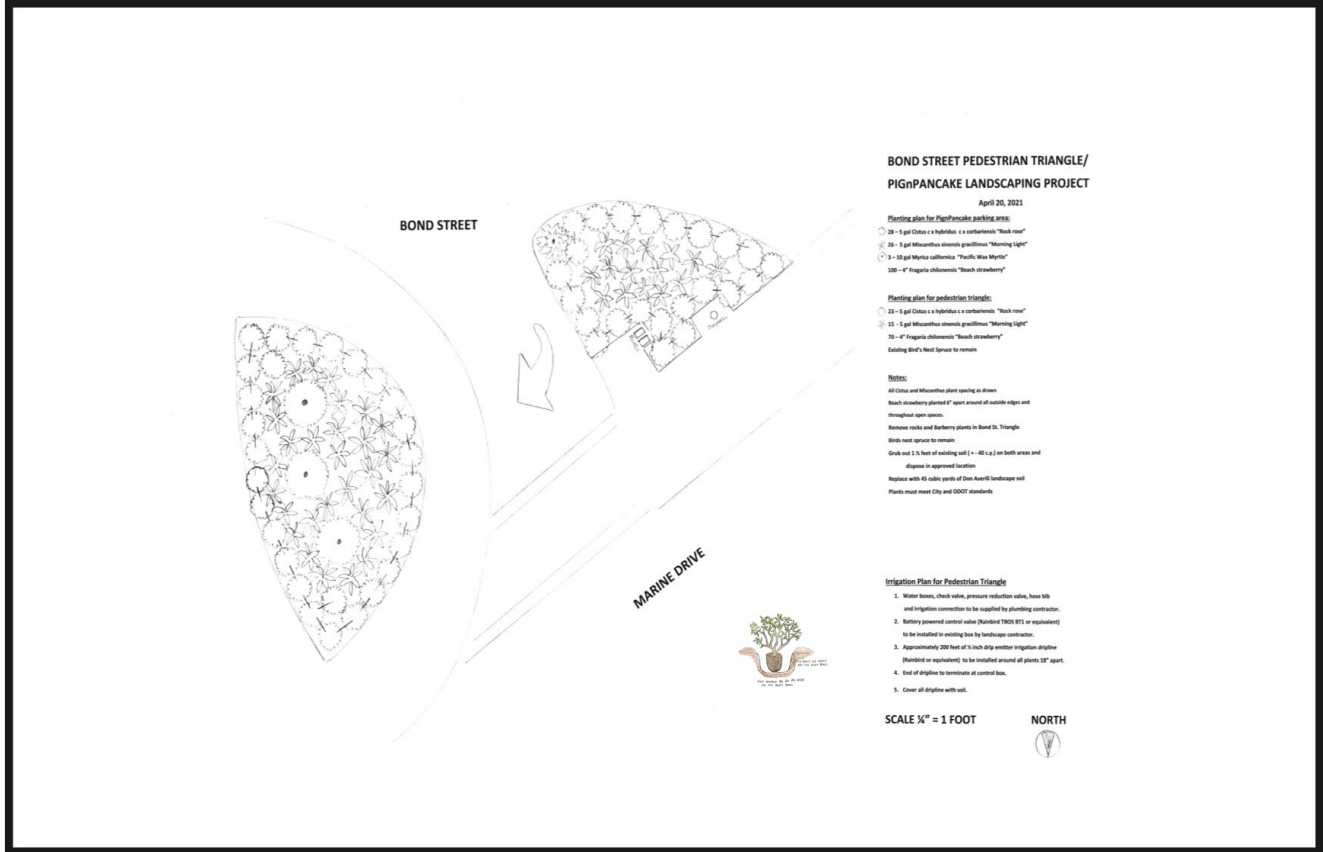
Print Name

Title

APPROVED AS TO FORM:

Blair Henningsgaard, City Attorney

Attachment A



Attachment B

BOND STREET PEDESTRIAN TRIANGLE PIGnPANCAKE LANDSCAPING PROJECT PLANT LIST

as of April 8, 2021

Planting plan for PignPancake parking area:

26 – 5 gal *Cistus c x hybridus c x corbariensis* “Rock rose”

26 - 5 gal *Miscanthus gracillimus* “Morning Light” Maiden Grass

3 – 10 gal *Myrica californica* “Pacific Wax Myrtle”

100 – 4” *Aegopodium podagraria* ‘variegatum’ “Bishops weed”

Planting plan for pedestrian triangle:

– 5 gal *Cistus c x hybridus c x corbariensis* “Rock rose”

21 - 5 gal *Pennisetum alopecuroides* “Fountain grass”

70 – 4” *Aegopodium variegatum* “Bishops weed”

Existing Birds Nest Spruce to remain

Notes:

Remove rocks and Barberry plants in Bond St. Triangle

Birds nest spruce to remain

Grub out 1 ½ feet of existing soil (+ - 40 c.y.) on both areas

Dispose in approved location

Replace with 45 cubic yards of Don Averill landscape soil

Plants must meet City and ODOT standards

Battery powered drip irrigation line to be installed on City property;

City will install water system including backflow and hose bib

Plants buried level with top of soil as shown on attached plan (see Attachment A)

Attachment C

Irrigation Plan for Pedestrian Triangle Only

1. Water boxes, check valve, pressure reduction valve, hose bib and irrigation connection to be supplied by plumbing contractor under separate City contract.
2. Battery powered control val (Rainbird TBOS BT1 or equivalent) to be installed in existing box by landscape contractor.
3. Approximately 200 feet of ½ inch drip emitter irrigation dripline (Rainbird or equivalent) to be installed around all plants 18" apart.
4. End of dripline to terminate at control box.
5. Cover all dripline with soil.