

**INVITATION TO BID**  
***City Hall – Second Floor Remodel***  
**Demolition and Construction Services**

Assessor's Map No. 1N 13E 3 BC – Tax Lot 500  
City Hall  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058



**CITY OF THE DALLES**  
313 Court Street  
The Dalles, OR 97058

<b>Project No.:</b>	<b>2023-009</b>
<b>Project:</b>	<b><i>City Hall – Second Floor Remodel</i></b>
<b>Contract Type:</b>	Public Works – <i>Demolition and Construction Services</i>
<b>Prevailing Wage Rates:</b>	<u>Applicable</u>
<b>Bids Due By:</b>	May 18, 2023
<b>Mandatory Site Visit:</b>	April 28, 2023
<b>Project Manager:</b>	Daniel Hunter, Human Resources Director <a href="mailto:dhunter@ci.the-dalles.or.us">dhunter@ci.the-dalles.or.us</a> (541) 296-5481 ext. 4448

April 14, 2023

## **INVITATION TO BID**

### **PROJECT NO. 2023-009 *City Hall – Second Floor Remodel***

The City of The Dalles (**Agency**) is seeking competitive bids, as authorized by the Agency's Local Contract Review Board (**LCRB**) Rule V(D), from qualified and licensed contractors to perform construction services in support of a remodel of the Second Floor of **City Hall**, an Agency property located at **313 Court Street in The Dalles, Oregon** (**Property**). Specifically, the Agency is soliciting a contractor to:

1. perform demolition and construction services based on Agency-provided architectural plans; and
2. any related or incidental services arising from the performance of those demolition and construction services.

#### **I. General Submission Requirements**

##### **A. Invitation to Bid**

1. This solicitation is for the procurement of public improvement contracts by invitation to bid (**Bids**) as set forth in ORS 279C.365 and OAR 137-049-0200 (OAR Chapter 137, Division 49 is the **Model Rule**).
  - a. Consistent with Model Rule 0200(1)(a)(J), a Contract awarded under this solicitation is a public work subject to ORS 279C.800 to 279C.870 and is subject to prevailing wage rates laws; accordingly, no Bid will be received or considered by the Agency unless the Bid contains a statement by the bidder as part of the Bid that *Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838 and ORS 279C.840.*
  - b. Consistent with Model Rule 0200(1)(a)(K), the Agency shall not consider any Bid submitted by a bidder who does not have a current, valid certificate of registration issued by the Construction Contractors Board at the time the Bid is made.
  - c. Consistent with Model Rule 0200(1)(a)(L), the Agency shall not award a Contract for asbestos abatement unless the Contractor or its subcontractor is state-certified to perform asbestos abatement under ORS 468A.720.
  - d. The Agency shall deem Bids received from bidders without valid certificates of registration for construction or state-certification for asbestos abatement as nonresponsive and shall reject such Bids as stated in ORS 279C.365(1)(k).
2. The Bids shall not be opened until after the final submission date and hour below. Submissions shall become property of the Agency without obligation. The Agency is not liable for any cost incurred by bidders in the preparation, submission, and presentation of their Bids.

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3. As authorized by OAR 137-049-0310 and Model Rule 0200(1)(a)(E), Bids must be submitted electronically via email to [thedallesbids@ci.the-dalles.or.us](mailto:thedallesbids@ci.the-dalles.or.us) with the subject line **City Hall – Second Floor Remodel ITB Response** directed to:

Izetta Grossman, City Clerk  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

4. Bids will be received until and not later than **2:00 p.m. Pacific Prevailing Time** on **May 18, 2023 (Closing)**. The duty rests with the bidder to ensure the required Bid documents are attached to any email sent to the Agency in response to this solicitation. First-tier subcontractor disclosures must be submitted within two (2) hours of the Closing consistent with **Section I(H)**.
5. To be considered for award, each Bid must include:
  - a. a cover sheet indicating an interest in bidding for demolition and construction services to be provided to the Agency and reflecting the bidder's intent to comply with all terms, conditions, and specifications set forth in this solicitation, signed by an authorized officer of the bidding firm;
  - b. a signed Bid Form indicating lump sum prices for each Quote Item and unit costs for asbestos and potential universal and/or hazardous waste abatement;
  - c. a signed Bid Security Form pursuant to **Section I(I)**;
  - d. a signed First-Tier Subcontractor Disclosure Form indicating the name of each subcontractor potentially furnishing labor or materials connected with a Contract awarded under this solicitation;
  - e. a signed Certification of Non-Discrimination pursuant to ORS 279A.110(4);
  - f. a copy of any relevant standard agreement used by the bidding firm for potential adoption of any of its specific provisions into the Contract awarded under this solicitation; and
  - g. the specific information to be provided by bidders as set forth in **Section II**.

## **B. Opening and Review of Solicitation Responses**

1. Bids shall be opened immediately after the Closing (**Opening**) in the City of The Dalles City Council Chambers, City Hall, 313 Court Street, The Dalles, OR 97058, when the email account designated for Bid receipt will be accessed. Bid responses will be opened then and there and livestreamed via Zoom Meeting (Direct Link: <https://us06web.zoom.us/j/85802121281?pwd=MUNXQ1dwVzFIMUZnbUdWNDc2WGpQUT09>; Meeting ID: **858 0212 1281**; Passcode: **068006**) accessible on the City's

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website at [https://www.thedalles.org/jobs\\_bids/city\\_project\\_bids.php](https://www.thedalles.org/jobs_bids/city_project_bids.php). Once opened, Bids will be filed for public inspection.

2. This solicitation may be reviewed in the Office of the City Clerk for the City of The Dalles, City Hall, 313 Court Street, The Dalles, OR 97058. The Information for Bidders and other Contract Documents may be found online at [https://www.thedalles.org/jobs\\_bids/city\\_project\\_bids.php](https://www.thedalles.org/jobs_bids/city_project_bids.php).

### **C. Clarifications and Addenda**

1. Prospective bidders with questions concerning clarifying a provision of the Bid documents or Opening should direct inquiries to **Daniel Hunter, Human Resources Director**, at (541) 296-5481 ext. 4448, prior to Closing. The Agency's clarification to a bidder, whether orally or in writing, does not change the solicitation document and is not binding on the Agency unless the Agency amends the solicitation document by addendum.
2. The Agency may change a solicitation document only by written addenda. Prospective bidders shall provide written acknowledgement of receipt of all issued addenda with its Bid unless the Agency otherwise specifies in the addenda.
3. The Agency shall notify prospective bidders of addenda by posting a copy of each addendum to the City's website at [https://www.thedalles.org/jobs\\_bids/city\\_project\\_bids.php](https://www.thedalles.org/jobs_bids/city_project_bids.php).
4. Unless a different deadline is set forth in the addendum, a prospective bidder may submit a written request for change or protest to the addendum by the close of the Agency's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under Model Rule 0260, whichever date is later.

### **D. Mandatory Pre-Bid Site Inspection**

1. As authorized by Model Rule 0240, the Agency requires all bidders seeking award to attend a pre-Bid site inspection at 313 Court Street on **April 28, 2023**.
2. Any statements made by the Agency's representatives at the mandatory pre-Bid site inspection do not change the solicitation document unless the Agency confirms such statements with a written addendum to the solicitation document.

### **E. Cancellation of Solicitation**

1. The Agency may cancel a solicitation for good cause if the Agency finds cancellation is in the public interest. The Agency's reasons for cancellation shall be made part of the solicitation file. The Agency shall provide notice of cancellation consistent with Model Rule 0210(1).
2. If the Agency cancels a solicitation prior to Opening, the Agency shall delete any received Bids from the email account designated for Bid receipt, unopened. If the

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Agency rejects all Bids, the Agency shall retain all such Bids as part of the Agency's solicitation file.

3. The Agency is not liable to any bidder for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Bid.

#### **F. Pre-Closing Modification or Withdrawal of Bids**

1. A bidder may modify its Bid in writing prior to the Closing. Bidders shall prepare and submit to the Agency any modification to their Bid in the same manner as submitting a Bid under this solicitation. Any modification must include the bidder's statement the modification amends and supersedes the prior Bid. The bidder shall mark the submitted modification as ***Bid Modification – City Hall – Second Floor Remodel (Project No. 2023-009)***.
2. A bidder may withdraw its Bid by written notice submitted on the bidder's letterhead, signed by an authorized representative of the bidder, delivered to **Izetta Grossman, City Clerk**, at the Office of the City Clerk, City Hall, 313 Court Street, The Dalles, OR 97058 and received by the Agency prior to the Closing. The bidder or authorized representative of the bidder may also withdraw its Bid in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the Agency. The bidder shall mark the Written request to withdraw a Bid as ***Bid Withdrawal – City Hall – Second Floor Remodel (Project No. 2023-009)***.
3. The Agency shall include all documents relating to the modification or withdrawal of Bids in the appropriate solicitation file.
4. Any Bid received after closing is late. A bidder's request for withdrawal or modification of a Bid received after closing is late. The Agency will not consider late Bids, withdrawals, or modifications except as permitted in Model Rule 0330 or Model Rule 0370.

#### **G. Receipt, Opening, and Recording of Bids**

1. The Agency shall electronically or mechanically time-stamp or hand-mark each Bid and any modification upon receipt. The Agency shall not open the Bid or modification upon receipt, but shall maintain it as confidential and secure until the Opening. If the Agency inadvertently opens a Bid or a modification prior to the Opening, the Agency shall return the Bid or modification to its secure and confidential state until opening. The Agency shall document the resealing for the procurement file (e.g., *Agency inadvertently opened the Bid due to improper identification of the Bid*).
2. The Agency shall publicly open Bids and modifications made to Bids consistent with **Section I(B)**. To the extent practicable, the Agency shall read aloud the name of each bidder, the Bid price(s), and such other information as the Agency considers appropriate.

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3. After Opening, the Agency shall make Bids available for public inspection. The Agency may withhold from disclosure those portions of a Bid the bidder designates as trade secrets or as confidential proprietary data in accordance with applicable law as authorized by ORS 192.501(2), 646.461 through 646.475, and the City's Public Records Policy. Bidders are responsible for identifying such secrets or data and shall separate information designated as confidential from other nonconfidential information at the time of submittal. Prices, makes, models, or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential in any circumstance.

#### **H. First-Tier Subcontractors – Disclosure and Substitution**

1. Within two (2) working hours after the Closing, all bidders shall submit to the Agency a disclosure form, attached to this solicitation document and described by ORS 279C.370(2), identifying any first-tier subcontractors furnishing labor or labor and materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:
  - a. Five percent (5%) of the total Contract price, but at least \$15,000; or
  - b. \$350,000, regardless of the percentage of the total Contract price.
2. The Agency must reject a Bid if the bidder fails to submit the First-Tier Subcontractor Disclosure Form with the following information, or fails to submit the Form without indicating ***NONE***:
  - a. the subcontractor's name;
  - b. the category of work the subcontractor would be performing; and
  - c. the dollar value of the subcontract.
3. Compliance with the disclosure and submittal requirements of ORS 279C.370 and Model Rule 0340 is a matter of responsiveness. Bids submitted by the Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.
4. The Agency shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and Model Rule 0340. The Agency is not required to determine the accuracy or completeness of the information provided on disclosure forms.
5. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585. The Agency shall accept written submissions filed thereunder as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, the Agency does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions.

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## **I. Bid Security**

1. Since the estimated price of a Contract awarded by this solicitation is expected to exceed \$100,000, the Agency requires bidders provide Bid security in the amount of ten (10%) percent of their Bid. The Agency is restricted by Model Rule 0270 to only accept Bid security in the form of a surety bond, irrevocable letter of credit, or cashier's or certified check. Bid security shall be payable to the **City of The Dalles** as a guarantee the Bid shall be irrevocable for a period of 60 calendar days, unless otherwise specified by the Agency, after Opening and as liquidated damages should the bidder fail or neglect to furnish the required performance bond and insurance and execute the Contract within 10 calendar days after receiving the Contract from the Agency.

## **J. Prevailing Wage**

1. The selected Contractor and its subcontractors shall pay the applicable prevailing wages to their workers as required by ORS 279C.840. This solicitation and the resulting Contract are subject to the following Oregon Bureau of Labor and Industries (**BOLI**) wage rate requirements and the prevailing wage rates set forth in:
  - a. the *Prevailing Wage Rates for Public Works Contracts in Oregon*, effective April 5, 2023, and any further applicable amendments thereto; and
  - b. the *PWR Apprenticeship Rates*, effective April 5, 2023, and any applicable amendments thereto.

## **K. Bid Evaluation and Award**

1. If awarded, the Agency shall award the Contract to the responsible bidder submitting the lowest responsive Bid; provided, however, and consistent with ORS 279C.375(2)(a), such bidder is not listed by the Construction Contractors Board as disqualified to hold a public improvement contract. The Agency may award by item, groups of items, or the entire Bid, if such award is in the public interest.
2. Bidders are required to demonstrate their ability to perform satisfactorily under a Contract awarded under this solicitation. Before award, the Agency must have information indicating the bidder meets the standards of responsibility set forth in ORS 279C.375(3)(b). Bidders are encouraged to review those standards to ensure any submitted Bid provides sufficiently reasonable information for the Agency to make a responsibility determination.
3. The Agency shall use only objective criteria to evaluate Bids as set forth in this solicitation document. The Agency shall evaluate Bids to determine the responsible bidder offering the lowest responsive Bid. Bidders should include all relevant information to support the Agency's finding the bidder:

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- a. has available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
  - b. holds current licenses that businesses or service professionals operating in Oregon must hold in order to undertake or perform the work specified in the Contract;
  - c. is covered by liability insurance and other insurance in amounts the Agency requires for the work specified in the Contract;
  - d. qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128;
  - e. submitted a complete First-Tier Subcontractor Disclosure Form;
  - f. completed previous contracts of a similar nature with a satisfactory record of performance;
  - g. has a satisfactory record of integrity;
  - h. is legally qualified to contract with the Agency; and
  - i. supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning responsibility the Agency requests, the Agency shall determine the bidder's responsibility based on available information or may find the bidder is not responsible.
4. Consistent with Model Rule 0200(1)(a)(I), each bidder under this solicitation must identify whether the bidder is a *resident bidder* as defined in ORS 279A.120.
  5. In determining the lowest responsive Bid, the Agency shall, in accordance with Model Rule 0310, add a percentage increase to the Bid of a nonresident bidder equal to the percentage, if any, of the preference given to the nonresident bidder in the state in which the bidder resides.
  6. In evaluating Bids, the Agency may seek information from a bidder only to clarify the Bid. Such clarification shall not vary, contradict, or supplement the Bid. A bidder must submit written and signed clarifications and such clarifications shall become part of the Bid.
  7. The Agency shall not negotiate scope of work or other terms or conditions prior to award except as permitted by ORS 279C.340 and Model Rule 0410.
  8. After award, the Agency and Contractor may modify the Contract only by change order or amendment to the Contract in accordance with Model Rule 0910.

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9. Consistent with ORS 279C.375(2), the Agency shall post electronically (accessible at [https://www.thedalles.org/jobs\\_bids/city\\_project\\_bids.php](https://www.thedalles.org/jobs_bids/city_project_bids.php)) a notice of the Agency's intent to award a contract under this solicitation at least seven (7) days before its award. The Agency's award shall not be final until the later of:
  - a. seven (7) days after the date of the notice; or
  - b. the Agency's provision of a written response to all timely-filed protests denying the protest and affirming the award.

#### **L. Post-Award**

1. Pursuant to ORS 279C.380, and except as provided in ORS 279C.390, the successful bidder shall promptly execute and deliver to the Agency Manager both a:
  - a. performance bond in an amount equal to the full contract price conditioned on the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract; and
  - b. payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.
2. The bonds described in **Section I(L)(1)** must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The bonds must be payable to the **City of The Dalles** and in the forms included in this solicitation.
3. As specified in ORS 279C.836, the successful bidder shall file a public works bond with a corporate surety in the amount of \$30,000 with the **Construction Contractors Board** (in the form included in this solicitation) before starting work on the Contract. Further, as specified in ORS 279C.830, the Contractor shall include a provision in any and all subcontracts requiring all subcontractors have a valid bond filed with the Construction Contractors Board before starting work on the Contract, as applicable, unless exempt.
4. The successful bidder shall, within 10 calendar days after receipt of the Contract from the Agency but before starting any work under the Contract, sign and deliver to the Agency Manager and the Construction Contractors Board (for the public works bond) all required copies. At or prior to delivery of the signed Contract, the Contractor shall deliver to the Agency Manager a performance bond, a separate payment bond, any other bonds, the Workers' Compensation coverage certification, and policies of insurance or insurance certificates with additional insured endorsement forms attached. Contractor's failure or refusal to furnish any of the documents described by this paragraph shall be just cause for cancellation of the award, withdrawal of the Contract, and forfeiture of the Bid Security.

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## **M. Rejection of Bids**

1. The Agency may reject any Bid upon finding accepting the Bid may impair the integrity of the procurement process or rejecting the Bid is in the public interest.
2. The Agency shall reject a Bid upon the Agency's finding the Bid:
  - a. is contingent upon the Agency's acceptance of terms and conditions (including specifications) different from the solicitation document;
  - b. takes exception to terms and conditions (including specifications);
  - c. attempts to prevent public disclosure of matters in contravention of the terms and conditions of the solicitation document or in contravention of applicable law;
  - d. offers work or goods failing to meet the specifications of the solicitation document;
  - e. is late;
  - f. is not in substantial compliance with the solicitation document; or
  - g. is not in substantial compliance with all prescribed public solicitation procedures.
3. The Agency shall reject a Bid upon the Agency's finding the bidder:
  - a. has been disqualified under Model Rule 0350;
  - b. has been declared ineligible under ORS 279C.860 by BOLI;
  - c. is listed as not qualified by the Construction Contractors Board;
  - d. has not met the requirements of ORS 279A.105;
  - e. has not submitted properly executed Bid Security;
  - f. has failed to provide the Agency a Certification of Non-Discrimination; or
    - (i) Pursuant to ORS 279A.110(4), the bidder shall certify and delivery to the Agency written certification, as part of the Bid, the bidder has not discriminated and will not discriminate against minorities, women, or emerging small business enterprises in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
  - g. is not responsible. See Model Rule 0370(2) regarding the Agency's determination a bidder has met the statutory standards of responsibility.

### **Invitation to Bid**

4. The Agency may reject all Bids for good cause upon the Agency's finding it is in the public interest to do so. The Agency shall notify all bidders of the rejection of all Bids, along with the good cause justification and finding.

## **II. Specific Information to Be Provided by Bidders**

### **A. Scope of Work**

#### **1. *Demolition and Construction Services***

- a. **Note:** As detailed in the **Exhibits**, the Agency solicited an architect to provide plans for the demolition and construction services.
- b. Provide all necessary supervision, labor, equipment, materials, and disposal to perform demolition and construction services pursuant to the plans provided by Agency, and contain (as appropriate) all impacts associated with the provision of the services.

#### **2. *Incidental and Related Services***

- a. Since City Hall was originally constructed in 1908, the Agency understands, incidentally and relatedly to the demolition and construction services, there may be a need to abate and dispose asbestos containing materials (**ACM**). Identify and mitigate any ACM encountered (if any). Contain all impacts associated with the provision of the ACM abatement. Perform ACM abatement per Oregon Department of Environmental Quality (**DEQ**) standards, including but not limited to acquiring DEQ permits, certifying asbestos abatement workers, clearing DEQ air monitoring requirements, complying with United States and Oregon Occupational Safety and Health Administration (**OSHA**) air monitoring requirements, and disposing of all waste at an appropriate and State-approved landfill or disposal facility. Provide all regulatory documentation associated with ACM abatement and disposal.
- b. Incidentally and relatedly to the demolition and construction services, there may be a need to identify and dispose universal or hazardous waste. No universal or hazardous waste survey has been performed at the site. Identify and mitigate all universal or hazardous waste encountered, including lead-based paint (if any); if encountered, provide hazardous material identification and a Remediation Plan to Agency for approval prior to performing any hazardous waste abatement. Contain all impacts associated with the provision of the universal or hazardous waste abatement. Perform universal and hazardous waste abatement per all applicable laws; if lead-based paint is confirmed, comply with all aspects of Oregon OSHA's construction industry rule for controlling lead exposure (1926.62). Perform all abatement per applicable DEQ and Oregon OSHA requirements. Dispose all universal or hazardous waste at an appropriate landfill or disposal facility. Provide all regulatory documentation associated with universal or hazardous waste abatement and disposal.

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- c. Perform a final cleaning of the worksite prior to final inspection by the Agency. No building materials, demolition debris, or paint chips are to remain onsite.
- d. Consistent with ORS 468A.720 and Model Rule 0200(1)(a)(L), no worker shall work on this project unless licensed to perform asbestos abatement projects by DEQ.
- e. Consistent with ORS 279C.510(1) and Model Rule 0200(1)(c)(C), salvaging and recycling construction and demolition debris is required if feasible and cost-effective.

### **III. Contract Terms**

- A. Prospective bidders may review the substantive form of Agency's Contract to be awarded by this solicitation attached to and made part of these contract documents as **Exhibit A**.

### **IV. Forms**

<b>Form 1</b>	<i>Bid Form</i>
<b>Form 2</b>	<i>First-Tier Subcontractor Disclosure Form</i>
<b>Form 3</b>	<i>Certification of Non-Discrimination</i>
<b>Form 4</b>	<i>Bid Security</i>
<b>Form 5</b>	<i>Public Works Bond</i>
<b>Form 6</b>	<i>Performance Bond</i>
<b>Form 7</b>	<i>Payment Bond</i>

### **V. Exhibits**

<b>Exhibit A</b>	<i>Form of Contract</i>
<b>Exhibit B</b>	<i>The Dalles City Hall Second Floor Improvement Plan</i> David Bearss Architect March 27, 2023

### **Invitation to Bid**

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 Project 2023-009 (*City Hall – Second Floor Remodel*)  
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**BID FORM**

Offer of \_\_\_\_\_ (**Bidder**), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_, to the **CITY OF THE DALLES**, an Oregon municipal corporation.

In compliance with the Advertisement and Invitation for Bids, Bidder hereby proposes to perform all Work necessary for

**CONTRACT NO. 2023-009  
CITY HALL – SECOND FLOOR REMODEL**

in strict accordance with the solicitation and Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Offer, each Bidder certifies (and, in the case of a joint Offer, each party certifies as to their own organization) this Offer has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Offer with any other Offer or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project by **October 1, 2023** (*tentative*). Bidder further agrees to pay liquidated damages of the sum calculated at the per diem rate set forth in Part 00100 of 2022 City of The Dalles Standard Specifications for Construction – General Conditions (*available upon request*) for each consecutive calendar day thereafter for which the Contractor is in breach of the Contract.

Bidder further states the provisions of ORS 279C.830 will be complied with.

Bidder, in supplying this Offer, acknowledges the receipt of the Contract Document package.

Bidder agrees to perform all the Work described in the Contract Documents for the following unit prices and lump sum:

<b>Task Description</b>	<b>Unit Price</b>
Demolition and Construction Services	\$
ACM Abatement and Disposal Services	\$
Universal Waste Disposal Services	\$
Hazardous Waste Disposal Services	\$

**Total Bid Amount: \$** \_\_\_\_\_

Bidder acknowledges, through the submission of this Offer, the Work to be performed for this Project shall require close coordination with the City of The Dalles and its other contractors.

\_\_\_\_\_  
**Bidder**                      \_\_\_\_\_ *Name*                      \_\_\_\_\_ *Title*                      \_\_\_\_\_ *Date*

**Form 1 – Bid Form**

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## **FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project No.:** 2023-009  
**Project Name:** City Hall – Second Floor Remodel  
**Bid Closing:** May 18, 2023

This Form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

List below the name of each subcontractor potentially furnishing labor or materials and is required to be disclosed, the category of Work the subcontractor would be performing, and the dollar value of the subcontract. Enter ***NONE*** if there are no subcontractors requiring disclosure consistent with Oregon Public Contracting Code. *Attach additional sheets if needed.*

<b>Subcontractor</b>	<b>Category of Work</b>	<b>Dollar Value</b>

*Failure to submit this Form by the disclosure deadline will result in a nonresponsive Bid which will not be considered for award.*

\_\_\_\_\_  
**Bidder**                      **Name**                      **Title**                      **Date**

### **CERTIFICATION OF NON-DISCRIMINATION**

**Project No.:** 2023-009  
**Project Name:** City Hall – Second Floor Remodel

Discrimination in subcontracting is prohibited pursuant to ORS 279A.110(1). Any contractor contracting with the City of The Dalles (**City**) shall not discriminate in awarding a subcontract against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business owned by a service-disabled veteran, or an emerging small business.

Consistent with ORS 279A.110(4), through the signature of the authorized representative of the Bidder below, the Bidder hereby certifies to the City it has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business owned by a service-disabled veteran, or an emerging small business in obtaining any subcontracts and, if awarded the Contract for which its Bid was submitted, will not so discriminate.

If the City awards the Contract to a Bidder and the Bidder violates this Certification, the City may regard the violation as a breach of contract permitting the City to terminate the Contract or exercise any other remedies reserved in the Contract, all consistent with ORS 279A.110(5).

<u>Bidder</u>	<u>Name</u>	<u>Title</u>	<u>Date</u>
---------------	-------------	--------------	-------------

## **BID SECURITY**

**KNOW ALL PEOPLE BY THESE PRESENTS** that we, \_\_\_\_\_,  
as Principal (**Contractor**), and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized  
to transact a SURETY business in the State of Oregon, as surety (**SURETY**), are held and firmly  
bound unto the **CITY OF THE DALLES**, an Oregon municipal corporation, in the full sum of ten  
(10) percent of the total amount of Contractor's OFFER for the Work hereinafter described, for  
the payment of which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and assigns, and successors and assigns, firmly by these presents.

**THE CONDITIONS** of this obligation are such that, whereas Contractor is herewith  
submitting to the CITY OF THE DALLES a certain OFFER for the following Work, to wit:

### **CONTRACT NO. 2023-009 CITY HALL – SECOND FLOOR REMODEL**

said OFFER and its solicitation, by this reference being made a part hereof;

**NOW, THEREFORE**, if the said OFFER submitted by Contractor is accepted and the  
Contract for said Work be awarded to Contractor, and if Contractor enters into and executes  
said Contract and furnishes bonds as required within the time required, then this obligation shall  
be void; otherwise to remain in full force and effect.

***Signature page follows.***



**IN WITNESS WHEREOF**, Contractor and SURETY have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**PRINCIPAL**

*BY*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
**SURETY**

*BY*

\_\_\_\_\_  
*Attorney-in-Fact*

**NOTE**

*If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.*

*If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officer's official title and the seal of the corporation.*



# STATE OF OREGON

## STATUTORY PUBLIC WORKS BOND

Surety bond #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_

We, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

Principal by:

\_\_\_\_\_  
*Company Name* (Seal)

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title (e.g. Attorney-in-Fact)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City* *State* *Zip*

\_\_\_\_\_  
*City* *State* *Zip*

**SEND BOND TO: Construction Contractors Board  
PO Box 14140  
Salem, OR 97309-5052  
Telephone: (503) 378-4621**

## **PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

Amount: \$XXXX

**KNOW ALL PEOPLE BY THESE PRESENTS** that we, [contractor name], as Principal (Contractor), and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the **CITY OF THE DALLES**, an Oregon municipal corporation, in the sum of [contract amount written out] Dollars [contract amount in dollars(\$XXXX)], lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

**THE CONDITIONS** of this obligation are such that, whereas the above Principal did enter into a Contract with the City of The Dalles for **Project No. 2023-009 (City Hall – Second Floor Remodel)**, which Contract is made a part hereof as if fully copied herein;

**NOW, THEREFORE**, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon and the City of The Dalles, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, then this obligation shall be null and void, otherwise to be in full force and effect.

**SURETY** agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, PROVIDED that all such increases shall not in the aggregate exceed twenty-five percent (25%) of the original Contract Price without consent of the SURETY, however, any such change shall not increase the obligation of the SURETY hereunder; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

***Signature page follows.***

**IN WITNESS WHEREOF**, the Principal and Surety have caused these presents to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**PRINCIPAL**

*BY*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
**SURETY**

*BY*

\_\_\_\_\_  
*Attorney-in-Fact*

**NOTE**

*If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.*

*If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officers official title and the seal of the corporation.*

## **PAYMENT BOND**

Bond Number: \_\_\_\_\_

Amount: \$XXXX

**KNOW ALL PEOPLE BY THESE PRESENTS** that we, [contractor name], as Principal (Contractor), and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the **CITY OF THE DALLES**, an Oregon municipal corporation, in the sum of [contract amount written out] Dollars [contract amount in dollars(\$XXXX)], lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

**THE CONDITIONS** of this obligation are such that, whereas the above Principal did enter into a Contract with the City of The Dalles for **Project No. 2023-009 (City Hall – Second Floor Remodel)**, which Contract is made a part hereof as if fully copied herein;

**NOW, THEREFORE**, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon, the City of The Dalles, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, and shall make payment promptly, as due, to the City of The Dalles and all other public entities as may be required, and to all subcontractors and to all persons supplying to the Principal or its subcontractors, equipment, supplies, labor, or materials for the prosecution of the work or any part thereof, provided for in said Contract, then this obligation shall be null and void, otherwise to be in full force and effect.

**SURETY** agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, PROVIDED that all such increases shall not in the aggregate exceed twenty-five percent (25%) of the original Contract Price without consent of the SURETY, however, any such change shall not increase the obligation of the SURETY hereunder; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

***Signature page follows.***

**IN WITNESS WHEREOF**, the Principal and Surety have caused these presents to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**PRINCIPAL**

*BY*

\_\_\_\_\_  
*TITLE*

\_\_\_\_\_  
**SURETY**

*BY*

\_\_\_\_\_  
*Attorney-in-Fact*

**NOTE**

*If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.*

*If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing the officer's official title and the seal of the corporation.*

## PUBLIC WORKS AGREEMENT

Contractor	[NAME]
Consideration	[\$AMOUNT]
Effective Date	June 13, 2023
Completion Date	October 1, 2023
Project/Services	<i>Project No. 2023-009 (City Hall – Second Floor Remodel)</i>

This PUBLIC WORKS AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and [contractor], an [entity] (**Contractor**), for Contractor's provision of demolition and construction services to the City.

**WHEREAS**, the City requires performance of certain public works described in the solicitation for Project No. 2023-009, attached to and made part of this Agreement as **Exhibit A**; and

**WHEREAS**, Contractor desires to perform those certain public works and services pursuant to the compensation and conditions set forth herein.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

### A. Contractor's Duties

1. Scope of Work. Contractor agrees, at its expense, to furnish all labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, including subcontractors approved under this Agreement, and provide any equipment necessary to perform all tasks described in Contractor's scope of work, attached to and made part of this Agreement as **Exhibit B** (together with the services solicited through Exhibit A, **Work**). The Parties agree the Work shall be interpreted broadly to the City's benefit: Contractor agrees to perform all subordinate tasks not explicitly referenced in **Exhibits A and B** but necessary to fully and effectively perform those specifically listed tasks.
2. Examination. Contractor agrees it examined the project site and the contract documents connected with the solicitation for this Work prior to its submittal of its bid. The Parties agree Contractor's submission of a bid for this Agreement's award is expressly considered prima facie evidence Contractor made such an examination and is satisfied as to the conditions to be encountered in its performance of the Work and as to the requirements of the contract documents. Contractor agrees to protect itself in the unit prices or the lump sum proposed on the Work. Contractor agrees its failure to visit or thoroughly familiarize itself with the labor, equipment, and material required, the difficulty of the conditions involved, or the scope of the project or the Work shall neither relieve Contractor of its obligation to complete the Work and perform under this Agreement for the price proposed nor entitle Contractor to a price adjustment.



3. Insurance and Indemnity.

- a. Insurance. Contractor agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (at least) the following coverage policies:
- (i) **Workers' Compensation** coverage in the amount of \$1,000,000;
  - (ii) **Comprehensive General Liability** insurance covering property damage and bodily injury in the amount of \$1,000,000 (per occurrence) and \$3,000,000 (in aggregate);
  - (iii) **Mobile Equipment Liability** insurance in the amount of \$500,000 (per occurrence) and \$2,000,000 (in aggregate);
  - (iv) **Contractors Pollution Liability** insurance in the amount of \$1,000,000;
  - (v) **Pollution Liability** insurance (including coverage for automobiles transporting hazardous materials) through a Commercial General Liability policy approved by the City as to terms, conditions, and form and is Pollution Specific (Asbestos and Lead) with a minimum limit of \$2,000,000 (per occurrence) and \$3,000,000 (in aggregate) written on either (a) a full occurrence form, (b) a limited occurrence form with at least a three-year tail, or (c) a claims-made form with a three-year tail; and
  - (vi) **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of \$2,000,000.
- b. Certificates. Contractor agrees to provide the City with certificates of insurance naming the **City of The Dalles, its employees, officials, and agents** as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City *thirty (30) days'* written notice before cancelling or reducing any insurance policy contemplated by this Agreement. Contractor agrees its failure to notice the City of cancellation of or reduction to any insurance policy contemplated by this Agreement is, at the City's sole discretion, grounds for immediate termination of this Agreement.
- c. Subcontractor Insurance. Contractor agrees to require its subcontractors performing Work under this Agreement to carry and maintain in effect throughout this Agreement's term Workers' Compensation coverage, Commercial General Liability, Pollution Liability, and Commercial Automobile Liability with coverage's equivalent to those listed in Section A(3)(a) of this Agreement. Contractor further agrees to require those subcontractors to provide Contractor with certificates of insurance as evidence of coverage and (upon City's request) provide the City with certificates of insurance for any subcontractor performing Work under this Agreement. The Parties agree this subsection survives the expiration or sooner termination of this Agreement.
- d. Workers' Compensation. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If





Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.

- e. Indemnity. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless due to the City's sole negligence.

#### 4. Payments and Retainage.

- a. Prompt Payment. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor (including subcontractors) fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor plus a non-waivable *nine (9%) percent* interest commencing at the end of the ten-day period within which payment is due under ORS 279C.580(4), unless payment is subject to a good faith dispute as defined in ORS 279C.580. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims. Any person supplying labor or materials in connection with this Agreement may file a complaint with the Construction Contractors Board against Contractor (including subcontractors) stemming from Contractor's (including subcontractors') failure, neglect, or refusal to promptly pay them as due, unless payment is subject to a good faith dispute as defined in ORS 279C.580, only if the person has not been paid in full and gives written notice of claim pursuant to ORS 279C.605 to Contractor and the City.
- b. Industrial Accident Fund. Contractor agrees to pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Agreement.
- c. Labor Hours. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of *forty (40) hours* in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209. Contractor further agrees to abide by all other restrictions governing labor hours on public contracts pursuant to ORS 279C.540 and 279C.545, including time limitations on claims for overtime.
- d. Medical Care. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to



Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.

- e. No Liens. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
- f. Employee Withholdings. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.
- g. Retainage. The Parties agree retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580, as follows:
  - (i) Retainage Generally. Contractor agrees the City may reserve as retainage from any progress payment an amount not to exceed *five (5%) percent* of the payment. As Work progresses, the City may reduce the retained amount and may eliminate retainage on any remaining monthly payments after *fifty (50%) percent* of the Work is completed if, in the City's opinion, such Work is progressing satisfactorily. The Parties agree elimination or reduction of retainage is allowed only upon Contractor's written application, which application must include Contractor's surety's written approval; provided, however, when the Work is *ninety-seven and one-half (97.5%) percent* completed, the City may, at its discretion and without Contractor's application, reduce the retained amount to *one hundred (100%) percent* of the value of the Work remaining to be done. Upon receipt of Contractor's written application, the City agrees to respond (in writing) within a reasonable time.
  - (ii) Form of Retainage. In accordance with ORS 279C.560 and any applicable administrative rules, unless the City finds in writing accepting a bond, security, or other instrument described in options (a) or (c) below poses an extraordinary risk not typically associated with the bond, security, or instrument, the City agrees to approve Contractor's written request:
    - (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited with the City bonds, securities, or other instruments specified in ORS 279C.560 or in a custodial account or other mutually-agreed account satisfactory to the City, with an approved bank or trust company, to be held in lieu of the cash retainage for the City's benefit. Interest or earnings on the bonds, securities, or other instruments shall accrue to the Contractor. The Contractor agrees to execute and provide such documentation and instructions respecting the bonds, securities, and other instruments as the City may require to protect its interests. To be permissible, the bonds, securities, and other instruments must be of a character approved by the City Attorney;



- (b) retainage be deposited in an interest-bearing account in a bank, savings bank, trust company, or savings association for the City's benefit, with interest from such account accruing to the Contractor; or
- (c) the Contractor be allowed, with the City's approval, to deposit a surety bond for the City's benefit, in a form acceptable to the City Attorney, in lieu of all or a portion of funds retained or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625. Where the City has accepted Contractor's election of any of the options above, the City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's request to deposit a surety bond under this option (c), Contractor agrees accept like bonds from its subcontractors and suppliers from which Contractor has required retainage to support the Work.

If the City accepts bonds, securities, or other instruments deposited as provided in options (a) and (c), the City agrees to reduce the moneys held as retainage in an amount equal to the value of the bonds, securities, and other instruments and pay the amount of the reduction to Contractor in accordance with ORS 279C.570.

- (iii) Interest. The retainage held by the City shall be included in and paid to Contractor as part of the final payment of the Contract Price. The City agrees to pay Contractor interest at the rate of *one and one-half* (1.5% per month) *percent per month* on the final payment due Contractor, with interest commencing *thirty* (30) *days* after the Work has been completed and accepted and running until the date Contractor must notify the City in writing it considers the Work complete, and the City agrees, within *fifteen* (15) *days* after receiving the written notice, to either accept the Work or notify Contractor of Work yet to be performed. If the City does not within the time allowed notify Contractor of Work yet to be performed to fulfill its contractual obligations, the interest provided by this subsection shall commence to run *thirty* (30) *days* after the end of the 15-day period.
- (iv) Contractor's Retainage. If Contractor pays a subcontractor in full, including the amount Contractor withheld as retainage, the City agrees to pay Contractor (out of the amount the City withheld from Contractor as retainage) a sum equal to the amount of retainage Contractor paid its subcontractor. Contractor agrees to notice the City in writing when it pays a subcontractor in full under this subsection and the City agrees to pay Contractor the amount due Contractor under this subsection within *fifteen* (15) *days* after it receives notice. The City agrees to pay interest on the amount due Contractor at the rate of *one* (1% per month) *percent per month* commencing *thirty* (30) *days* after the City receives Contractor's notice of full payment to the subcontractor.
- (v) Subcontractor Retainage. If Contractor elects to reserve a retainage from any progress payment due any subcontractor or supplier, Contractor agrees such retainage shall not exceed *five* (5%) *percent* of the payment and such



retainage withheld from subcontractors and suppliers shall be subject to the same terms and conditions stated in this Agreement as applicable to the City's retainage from any progress payment due Contractor; provided, however, if (in accordance with ORS 279C.560) Contractor has deposited bonds, securities, or other instruments or has elected to have the City deposit accumulated retainage in an interest-bearing account, Contractor agrees to comply with ORS 701.435 respecting the deposit of bonds, securities, or other instruments by subcontractors and suppliers and the sharing of interest earnings with subcontractors and suppliers.

5. Prevailing Wage Rates, Retainage, and Bonds.

- a. Prevailing Wage Rates. Contractor agrees to comply with the prevailing wage provisions of ORS 279C.800 through 279C.870. The Oregon Bureau of Labor and Industries (**BOLI**) determines and publishes the existing Oregon prevailing wage rates in its publication *Prevailing Wage Rates for Public Works Contracts in Oregon*. Contractor agrees to pay workers performing Work not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and further specifically agrees to include this requirement in any subcontracts relating to the Work or this Agreement.
- b. Certification and Prevailing Wage Retainage. Contractor (including subcontractors) agrees to submit written certified statements to the City on the form prescribed by BOLI's Commissioner in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out Contractor's (including subcontractors') weekly payroll records for each worker performing Work. Contractor (including subcontractors) agree to preserve the certified statements for a period of *six (6) years* from the Completion Date. Contractor agrees the City will retain *twenty-five (25%) percent* of any amount earned by the Contractor under this Agreement until the Contractor has filed the certified statements required by ORS 279C.845(7). The City agrees to pay Contractor the amount retained within *fourteen (14) days* after Contractor files the required certified statements, regardless of whether subcontractors failed to file certified statements.
- c. Contractor's Prevailing Wage Retainage. Contractor agrees to retain *twenty-five (25%) percent* of any amount earned by a first-tier subcontractor under this Agreement until the subcontractor files with the City the certified statements required by ORS 279C.845. Before paying any amount retained, Contractor agrees to verify the first-tier subcontractor filed the certified statement. Within *fourteen (14) days* after the first-tier subcontractor files the required certified statement, Contractor agrees to pay the subcontractor any amount retained.
- d. Bonds. Before starting any Work under this Agreement, and using the forms of bonds attached to and made part of the solicitation document for Project No. 2023-009 (and thus this Agreement) where applicable, Contractor (including its sureties) agrees:
  - (i) to file a **public works bond** with the Construction Contractors Board in the amount of \$30,000 and consistent with ORS 279C.836, unless Contractor or



its subcontractors are eligible to elect not to so file or are otherwise exempt from filing pursuant to ORS 279C.836(4), (7), (8), or (9), and further specifically agrees to include this requirement in any subcontracts relating to the Work or this Agreement;

(ii) to execute and deliver to the City Manager a **performance bond** in an amount equal to the full contract price conditioned on the faithful performance of this Agreement in accordance with its plans, specifications, and conditions; and

(iii) to execute and deliver a **payment bond** in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

6. Other.

- a. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2023-009 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.
- b. Final Inspection and Acceptance. Upon completion, Contractor agrees to notice the City in writing it completed the Work so the City can undertake a final inspection. The City agrees to inspect the Work (and all records generated by Contractor relating to the Work) within *fifteen* (15) days of its receipt of Contractor's completion notice. The City agrees to either accept the work or notice Contractor of any defects or remaining performance necessary to fully complete the Work. The City agrees to provide Contractor its final acceptance of the Work once it determines all of the Work has been performed satisfactorily.
- c. Drug Testing. Contractor agrees to demonstrate to the City Manager it has an employee drug testing program in place before it commences performance of this Agreement.
- d. Recycling. Contractor agrees to salvage or recycle construction and demolition debris, if feasible and cost-effective, pursuant to ORS 279C.510(1).
- e. Environmental Compliance. Contractor agrees to abide all applicable ordinances, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources impacting the performance of this Agreement, including (without limitation) ORS Chapters 459 (Solid Waste Management), 459A (Reuse and Recycling), 465 (Hazardous Waste and Hazardous Material I), 466 (Hazardous Waste and Hazardous Materials II), 467 (Noise Control), 468 (Environmental Quality Generally), 468A (Air Quality), and 468B (Water Quality), the associated Oregon Administrative Rules promulgated by Oregon Department of Environmental Quality, plus all other reasonably similar or relevant local, state, or federal laws.





- f. *Tax Currency*. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.

## **B. City's Duties**

1. *Compensation*.
  - a. *Total*. The City agrees to compensate Contractor for the Work in an amount not to exceed **\$[AMOUNT]** [at the rate of **\$[amount]**], to be paid [method].
  - b. *Progress Payments*. The City agrees to make progress payments upon Contractor's completion of the Work and delivery of an invoice detailing the Work, subject to the City's approval and no more frequently than monthly. Payment shall be made only for Work actually completed as of the invoice date. The City shall pay Contractor interest on its progress payments (not including retainage) commencing *thirty* (30) *days* after receiving Contractor's invoice or *fifteen* (15) *days* after payment is approved by the City, whichever is earlier. The Parties agree ORS 279C.570(2) determines the rate of interest charged to the City for this subsection's purpose.
  - c. *Satisfaction*. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Work (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Work or waiver of any defects therein.
  - d. *Public Budgeting*. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.
  - e. *Other Duties*. The City agrees to reasonably satisfy any commitments it made in this Agreement's solicitation.

## **C. General Conditions**

1. *Time*. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. *Termination*. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with *seven* (7) *days'* notice and Contractor may terminate this Agreement with *thirty* (30) *days'* notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate. The Parties agree termination of this Agreement is subject to ORS 279C.655.



3. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
4. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by BOLI. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
5. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
6. Subcontractors.
  - a. List. Contractor agrees to provide the City with a list of proposed subcontractors within *ten* (10) days of this Agreement's mutual execution and before awarding any subcontract connected with the Work or this Agreement, and shall not retain any subcontractor the City reasonably objects to as incompetent or unfit.
  - b. Responsibility. Contractor agrees it is as fully responsible to the City for its subcontractors' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions.
  - c. Registration. Contractor agrees (and by executing this Agreement, certifies) all subcontractors performing Work under this Agreement will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before they commence any Work.
  - d. No Privity. Contractor agrees all of its subcontracts under this Agreement shall provide the Work performed under the subcontract shall be performed according to the terms of this Agreement; whether stated in the subcontract, Contractor agrees to remain solely responsible for the administration of the subcontract, including (without limitation) the performance of the subcontracted Work, progress of the subcontracted Work, payment for accepted subcontracted Work, and disputes and claims for additional compensation regarding all subcontracted Work. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subcontractor.
  - e. Mandatory Construction Contract Clauses. Contractor agrees to include in each subcontract for property or services it enters with a first-tier subcontractor (including a material supplier) for the purpose of performing a *construction* contract to support the Work:



- (i) a payment clause obligating Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within *ten (10) days* out of amounts the City pays to Contractor under this Agreement;
  - (ii) a clause requiring Contractor to provide a first-tier subcontractor with a standard form the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor;
  - (iii) a clause requiring Contractor, except as otherwise provided in this subsection, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if the Contractor (a) notifies the subcontractor in writing at least *forty-five (45) days* before the date on which Contractor makes the change and (b) includes with the written notice a copy of the new or changed form or a description of the new or changed procedure; and
  - (iv) an interest penalty clause obligating Contractor, if Contractor does not pay the first-tier subcontractor within *thirty (30) days* after receiving payment from the City, to pay the first-tier subcontractor and interest penalty on amounts due in each payment the Contractor does not make in accordance with the payment clause included in the subcontract under Section C(6)(e)(i). Contractor or its first-tier subcontractor is not obligated to pay an interest penalty if the only reason Contractor or its first-tier subcontractor did not make payment when payment was due is neither received payment from the City or Contractor when payment was due. The interest penalty (a) applies to the period beginning on the day after the required payment date and ends on the date on which the amount due is paid and (b) is computed at the rate specified in ORS 279C.515(2).
- f. **Mandatory Payment Clause.** Contractor agrees to include in each subcontract it enters with a first-tier subcontractor for the purpose of performing *any* contract to support the Work a clause requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of Section C(6)(e) in each of the first-tier subcontractor's subcontracts and to require each of its first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.
7. **Enforceability.** The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
8. **Waiver.** The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.





9. Force Majeure. The Parties agree neither Party shall be held responsible for delay in the performance of this Agreement caused by circumstances beyond their control and making performance commercially impracticable, illegal, or impossible. The City may terminate this Agreement upon written notice after determining such delay will unreasonably prevent successful performance of this Agreement.
10. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received *two (2) days* after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

*To the City:* City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

*To Contractor:* [Name]  
[Contractor]  
[Address]  
[Address]

**IN WITNESS WHEREOF**, the Parties duly execute this **PUBLIC WORKS AGREEMENT** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Matthew B. Klebes, City Manager

\_\_\_\_\_  
[Name], [Title]

**ATTEST:**

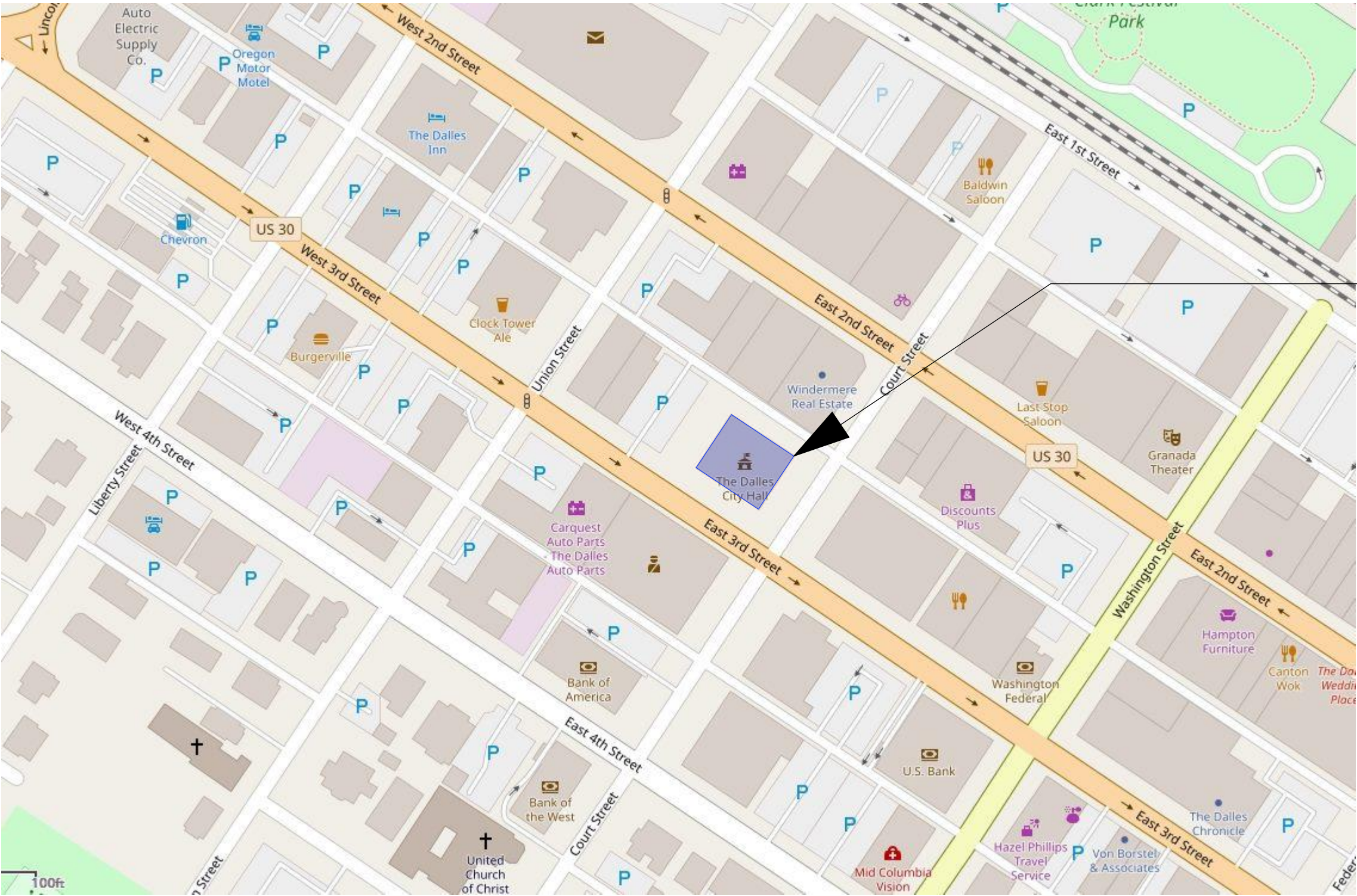
\_\_\_\_\_  
Izetta Grossman, CMC, City Clerk

**Approved as to form:**

\_\_\_\_\_  
Jonathan M. Kara, City Attorney



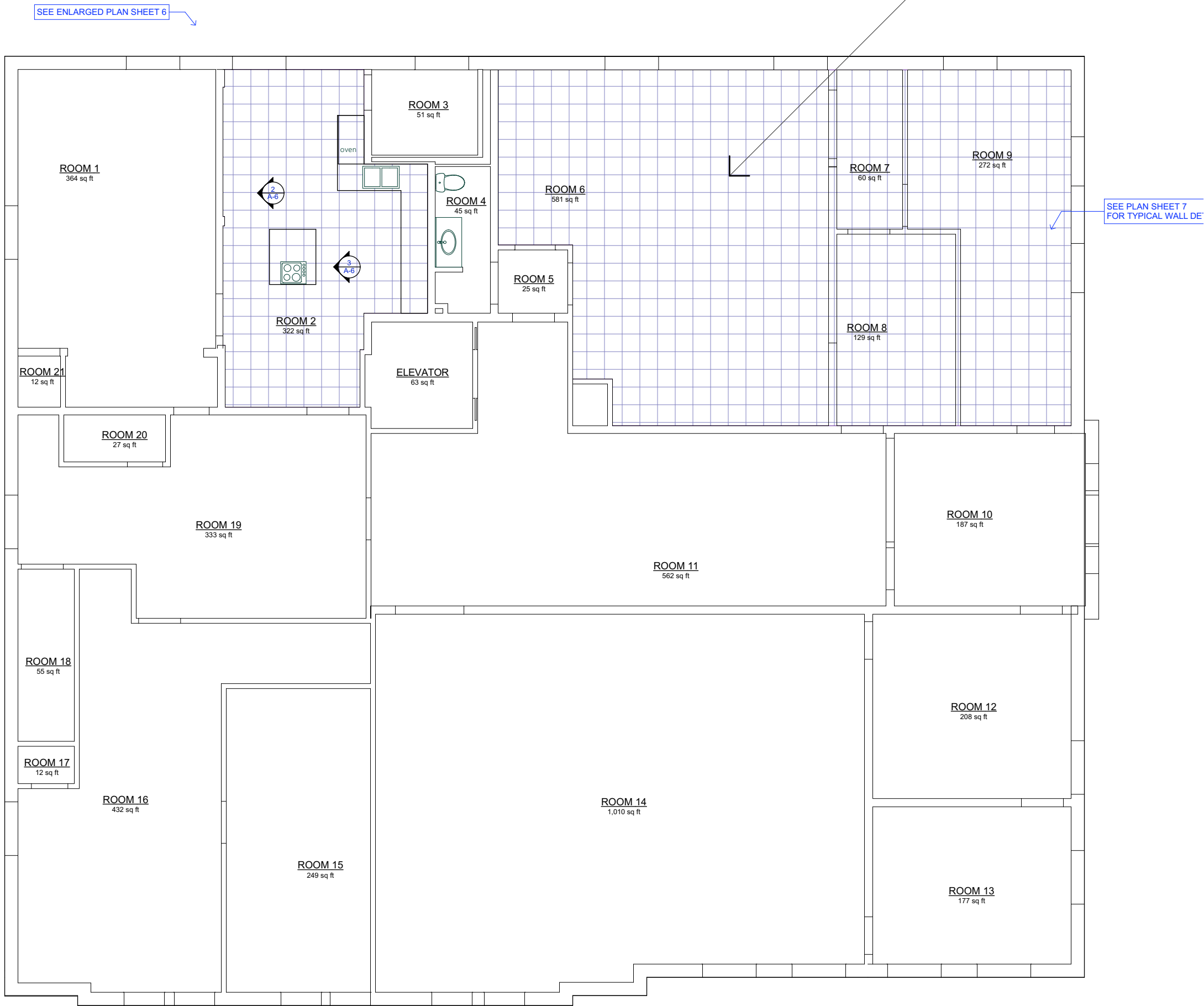
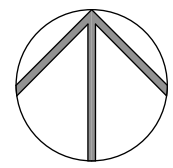




SITE

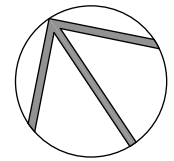
LOCATION MAP

North



AREA OF WORK

North



AREA OF WORK

SCALE: 1/8" = 1'-0"

# THE DALLES CITY HALL

## SECOND FLOOR IMPROVEMENT PLANS

SHEET INDEX	
ID	Name
A-1	COVER SHEET
A-2	TDCH - EXISTING SECOND FLOOR PLAN
A-3	TDCH - EXIST SECOND FLOOR ELECTRICAL
A-4	TDCH - CEILING PLAN
A-5	TDCH - RENOVATION PLAN
A-6	MAILROOM DETAILS
A-7	WALL SECTIONS



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SECOND FLOOR  
IMPROVEMENT  
PLANS

THE DALLES CITY  
HALL

313 COURT STREET  
THE DALLES, OR

sheet

1

COVER SHEET

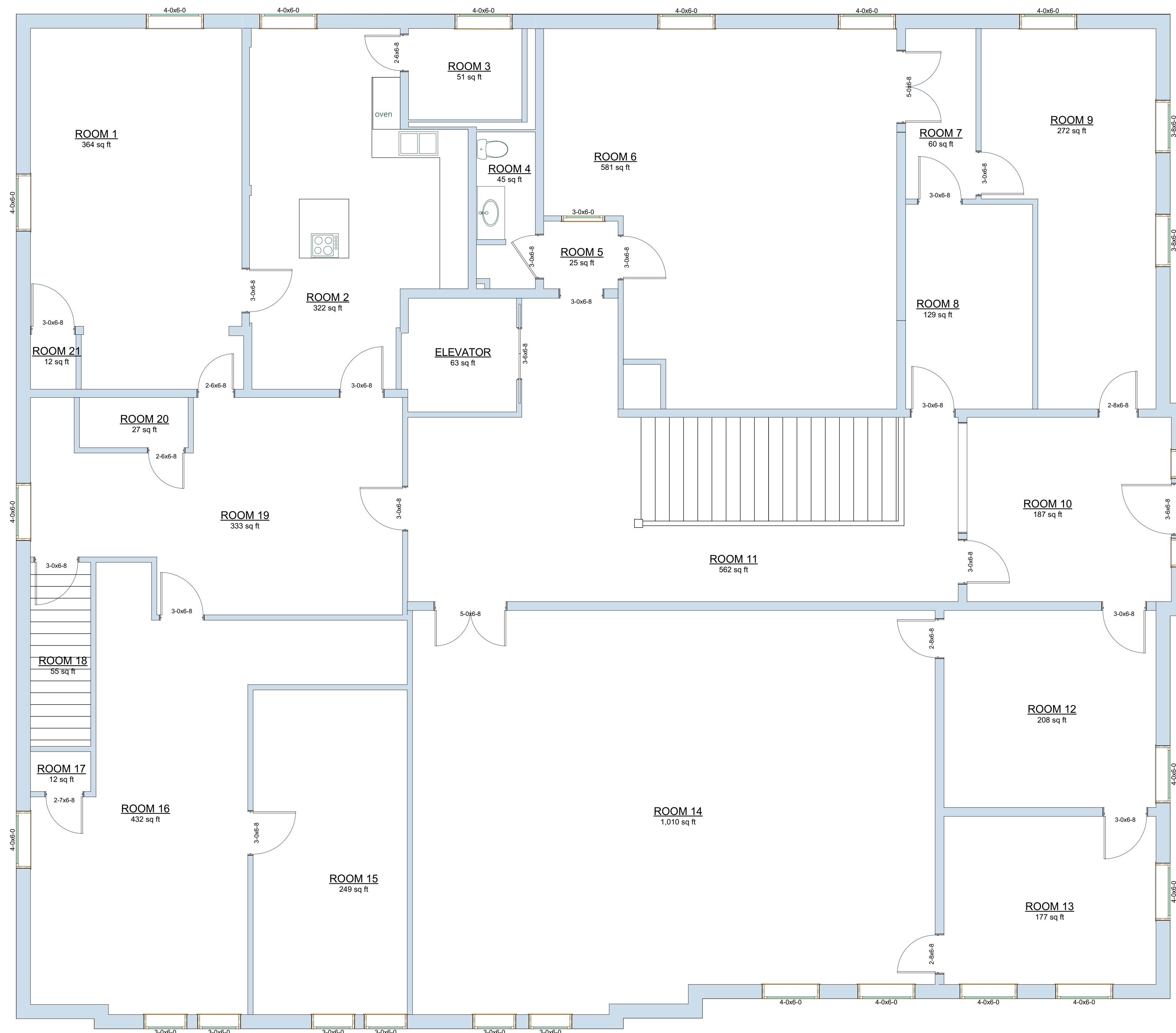




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## SECOND FLOOR IMPROVEMENT PLANS

THE DALLES CITY  
HALL

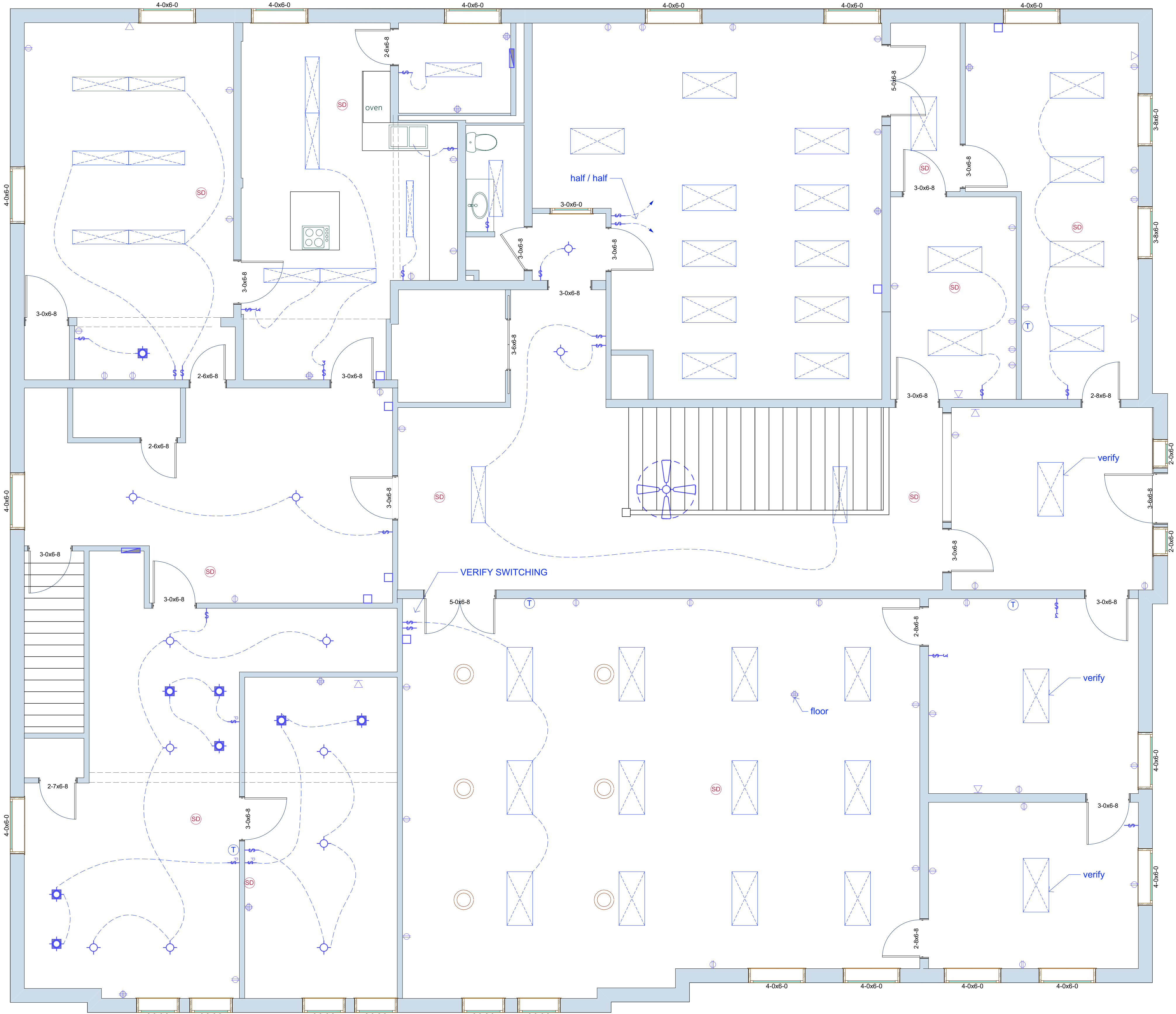
313 COURT STREET  
THE DALLES, OR

sheet

2

TDCH - EXISTING SECOND FLOOR PLAN

Fixture Schedule	
	single pole switch
	existing single pole switch
	3- way switch
	wall mounted fixture
	ceiling mounted fixture
	pull chain fixture
	recessed light fixture
	fan light combo
	fan
	fluorescent fixture
	existing fluorescent fixture
	thermostat
	combination smoke and carbon monoxide alarm
	service panel
	garage door keypad
	TV
	voice, data, video distribution box
	duplex outlet
	existing duplex outlet
	waterprotect outlet
	ceiling fan
	GFI outlet
	dedicated outlet
	junction box
	mini split heat pump
	interior wall unit
	speaker
	junction box
	HVAC



1

EXISTING SECOND FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



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


















SECOND FLOOR  
IMPROVEMENT  
PLANS

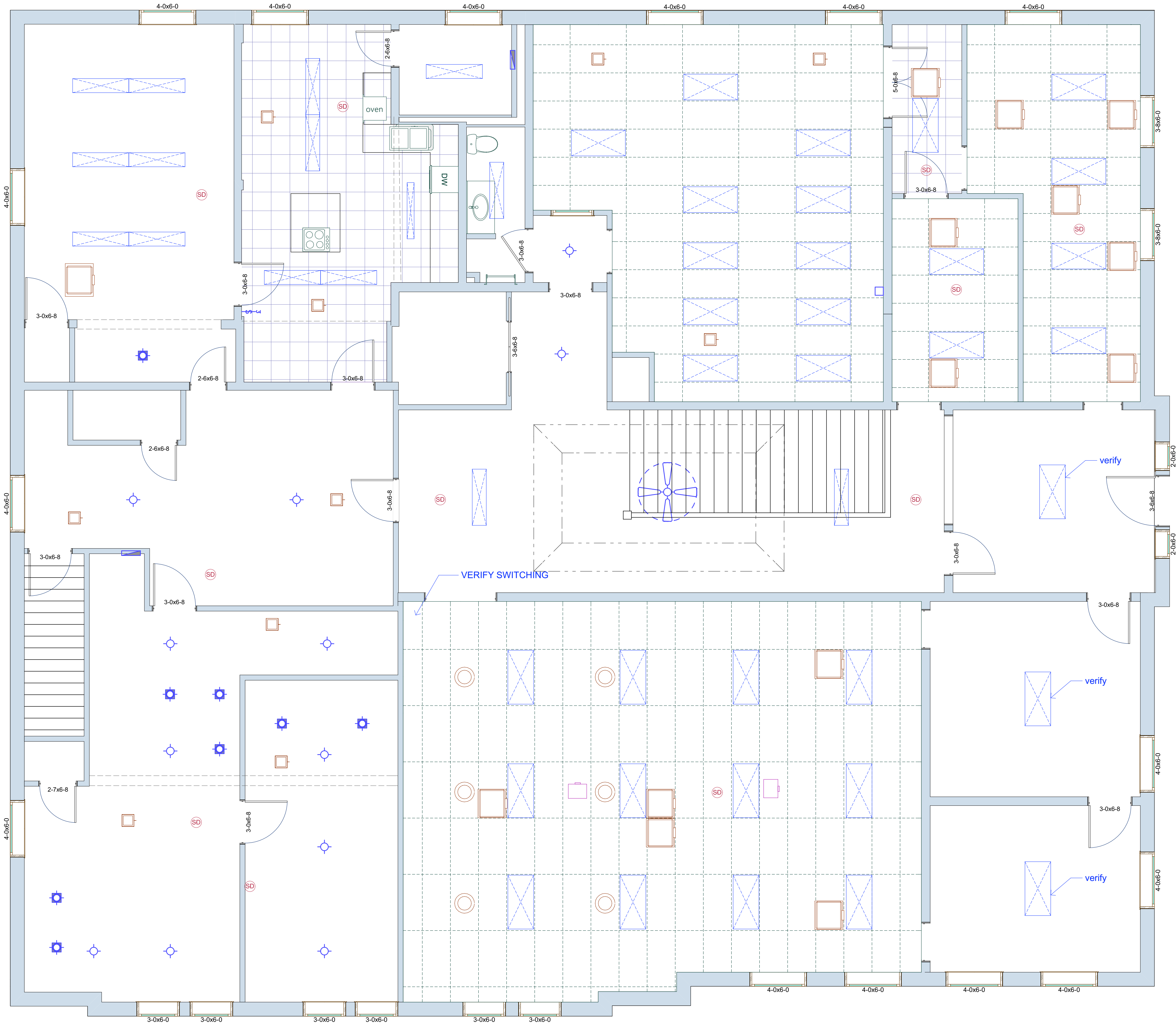
THE DALLES CITY  
HALL

313 COURT STREET  
THE DALLES, OR

sheet

3

Fixture Schedule	
	single pole switch
	existing single pole switch
	3- way switch
	wall mounted fixture
	ceiling mounted fixture
	pull chain fixture
	recessed light fixture
	fan light combo
	fan
	fluorescent fixture
	existing fluorescent fixture
	thermostat
	combination smoke and carbon monoxide alarm
	service panel
	garage door keypad
	TV
	voice, data, video distribution box
	duplex outlet
	existing duplex outlet
	waterprotect outlet
	ceiling fan
	GFI outlet
	dedicated outlet
	junction box
	mini split heat pump
	interior wall unit
	speaker
	junction box
	HVAC



1 EXISTING SECOND FLOOR CEILING PLAN  
SCALE: 1/4" = 1'-0"



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PLANS

THE DALLES CITY  
HALL

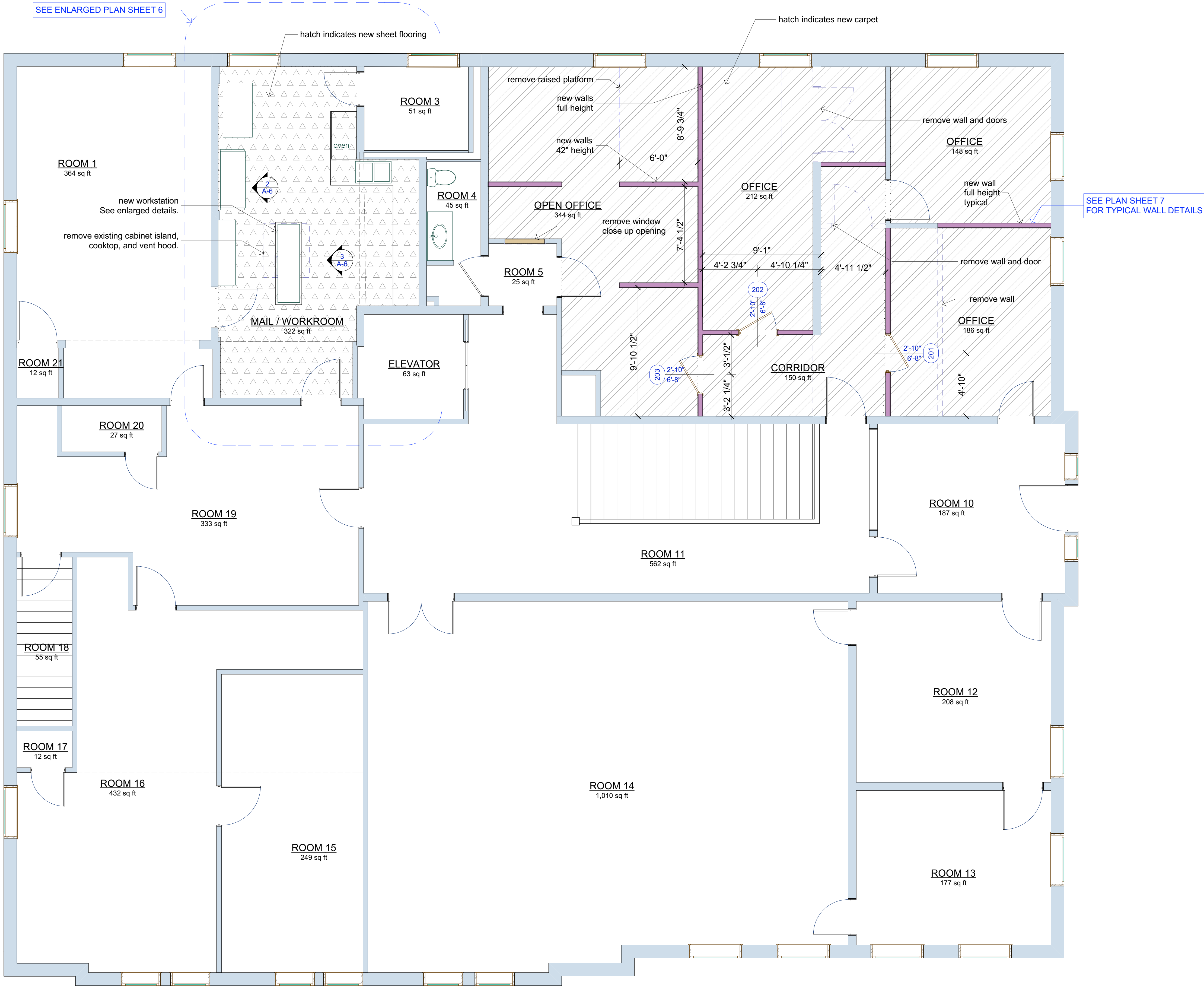
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THE DALLES, OR

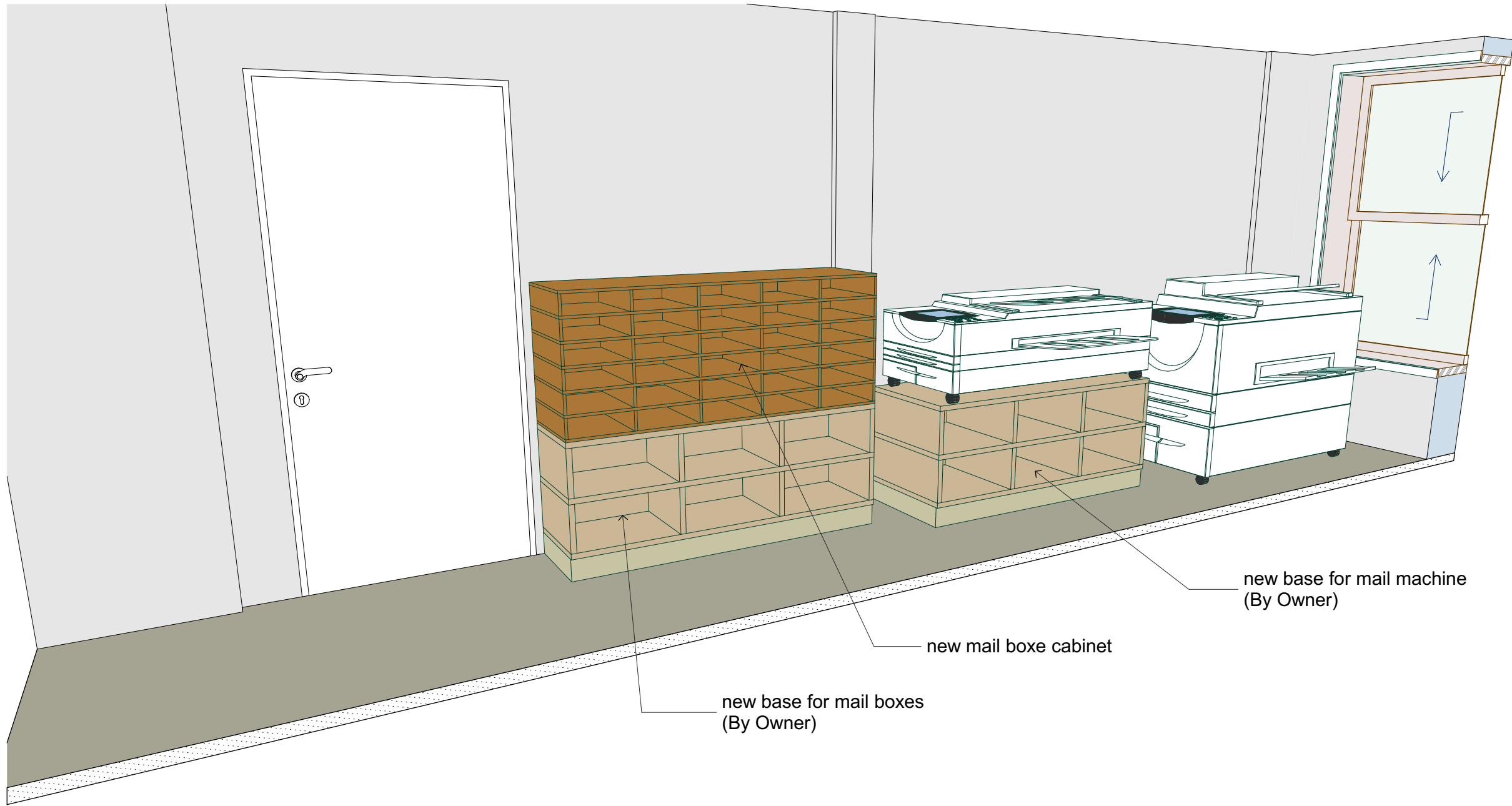
sheet

4

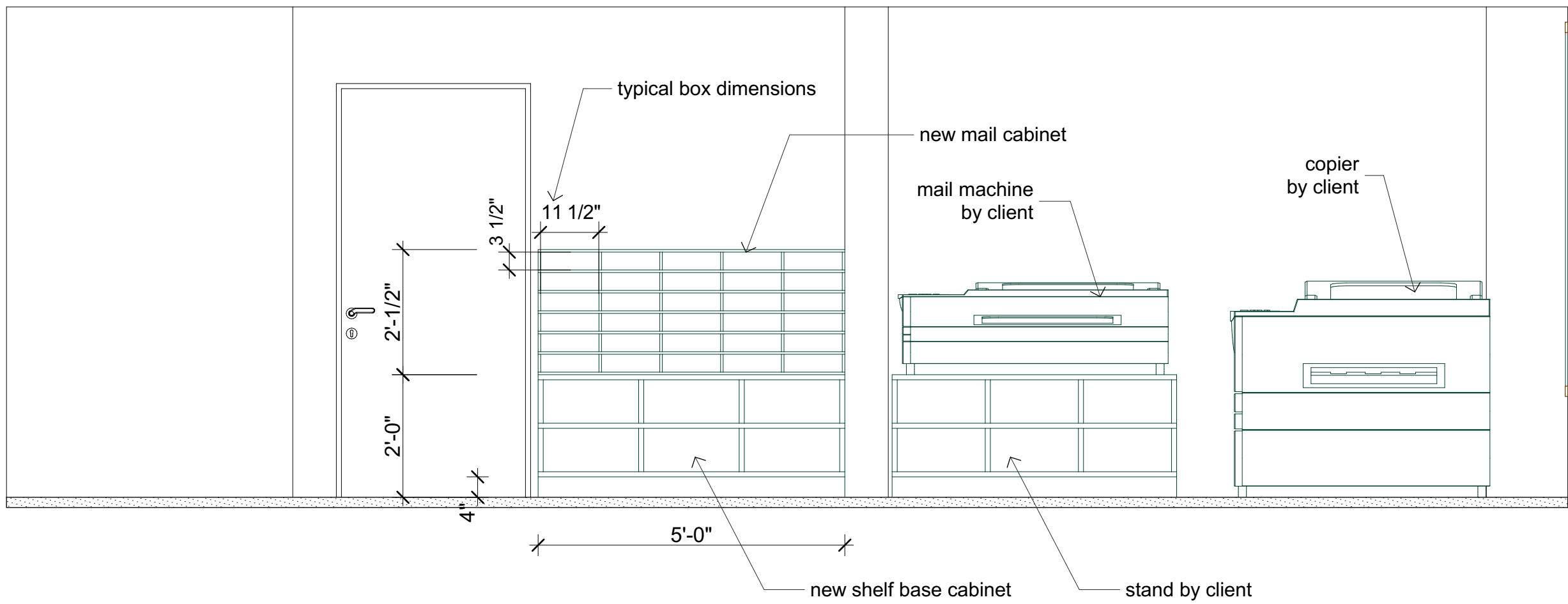
TDCH - CEILING PLAN



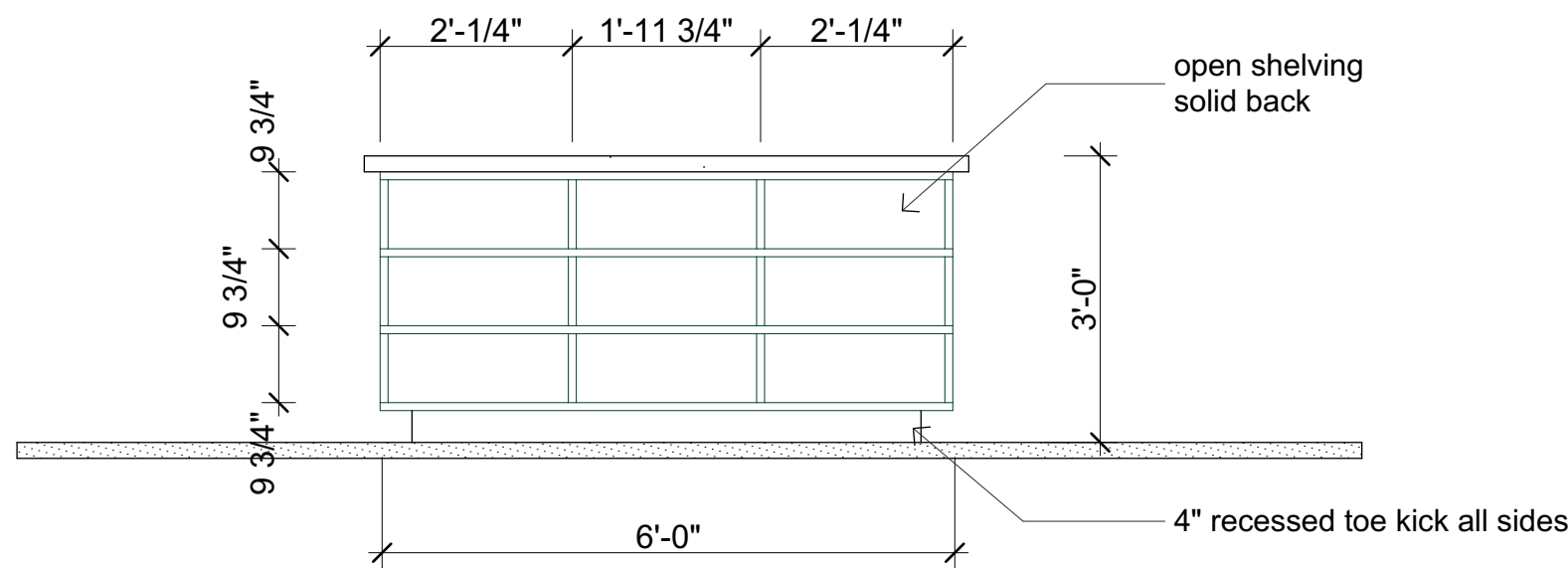




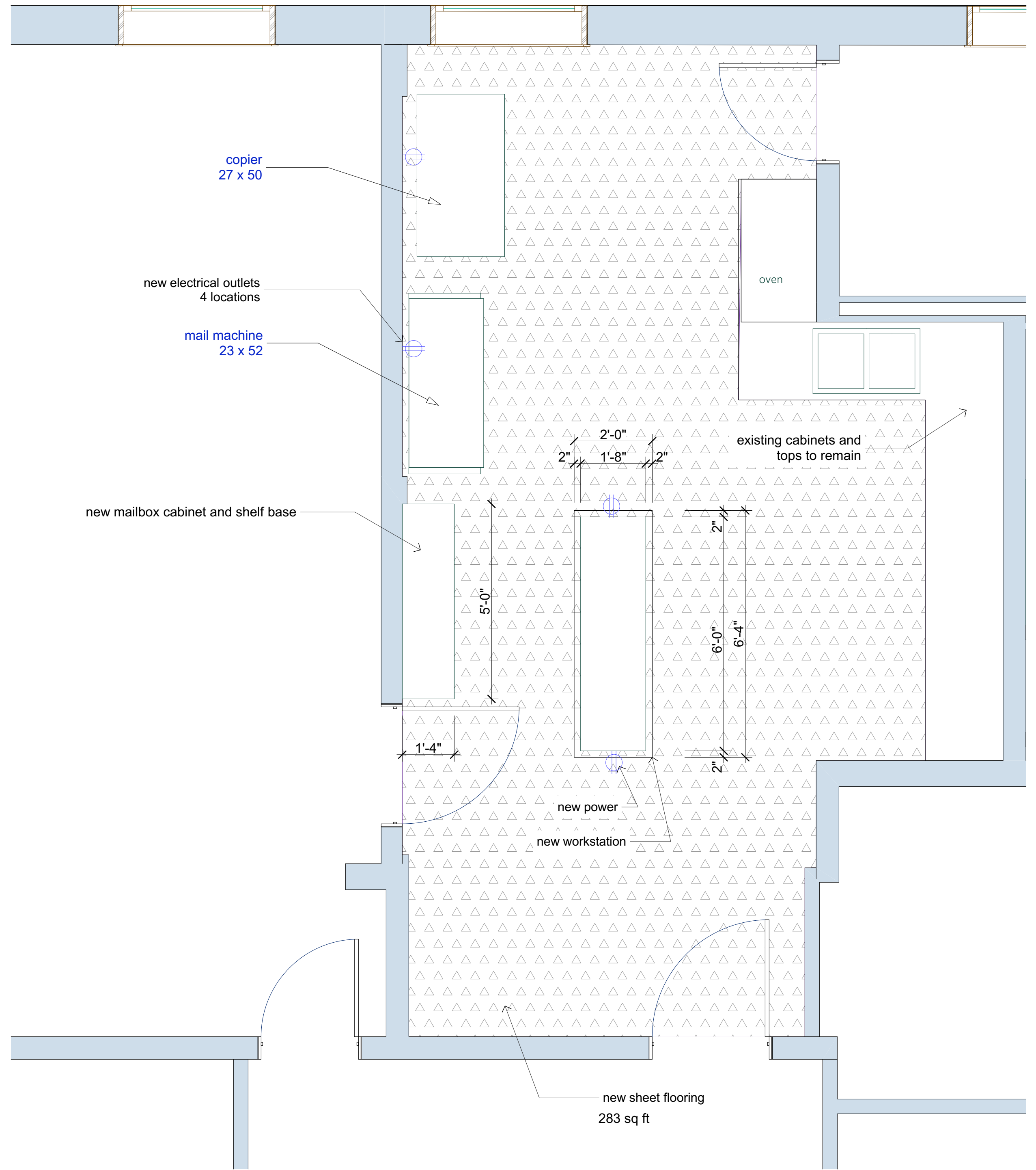
4 Mailroom Cabinetry  
SCALE: 3/32" = 1'-0"  
0 8' 16' 24'



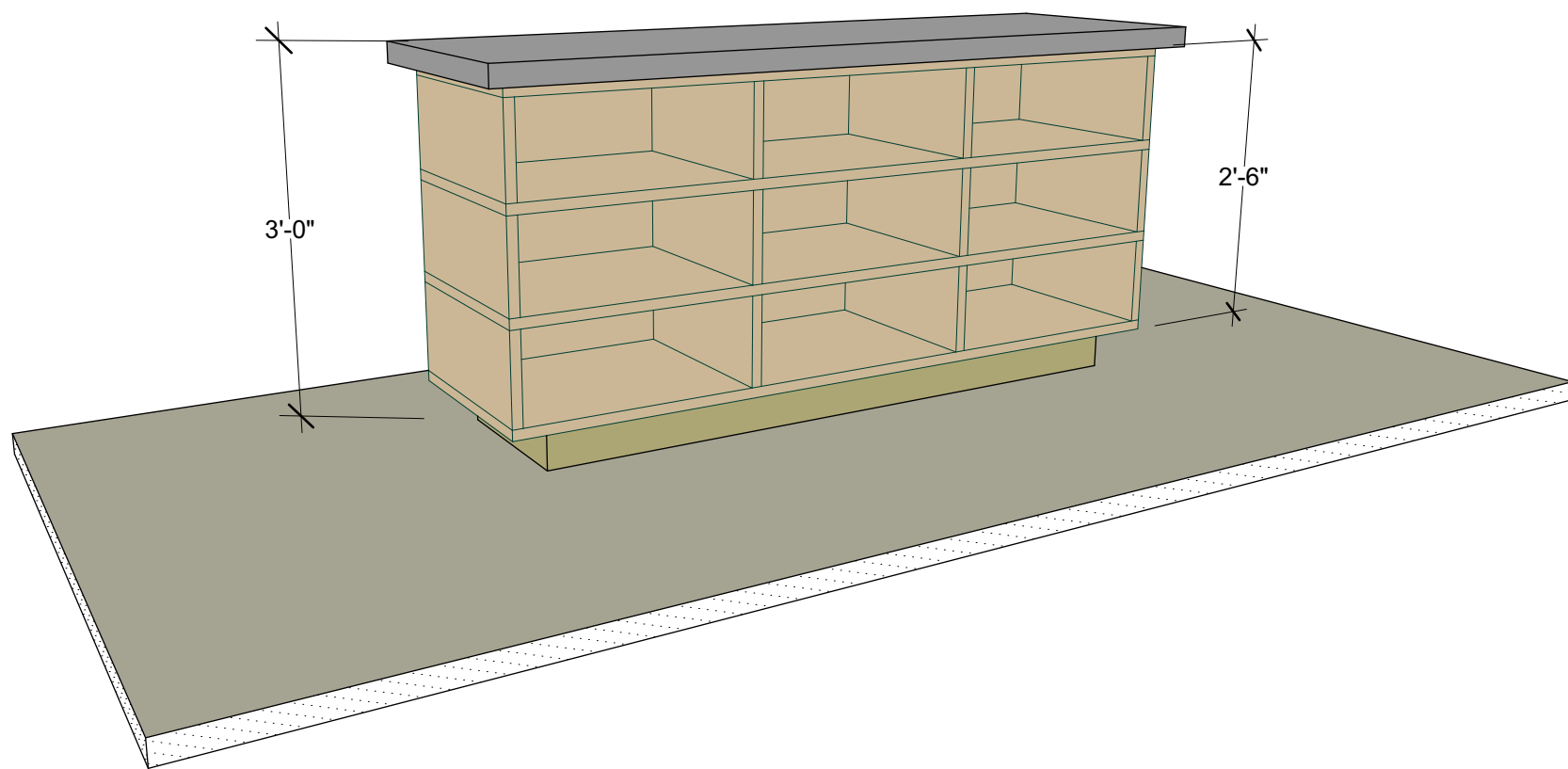
2 Copy Room West  
SCALE: 1/2" = 1'-0"  
0 1' 2' 4'



3 Copy Room Workstation  
SCALE: 1/2" = 1'-0"  
0 1' 2' 4'

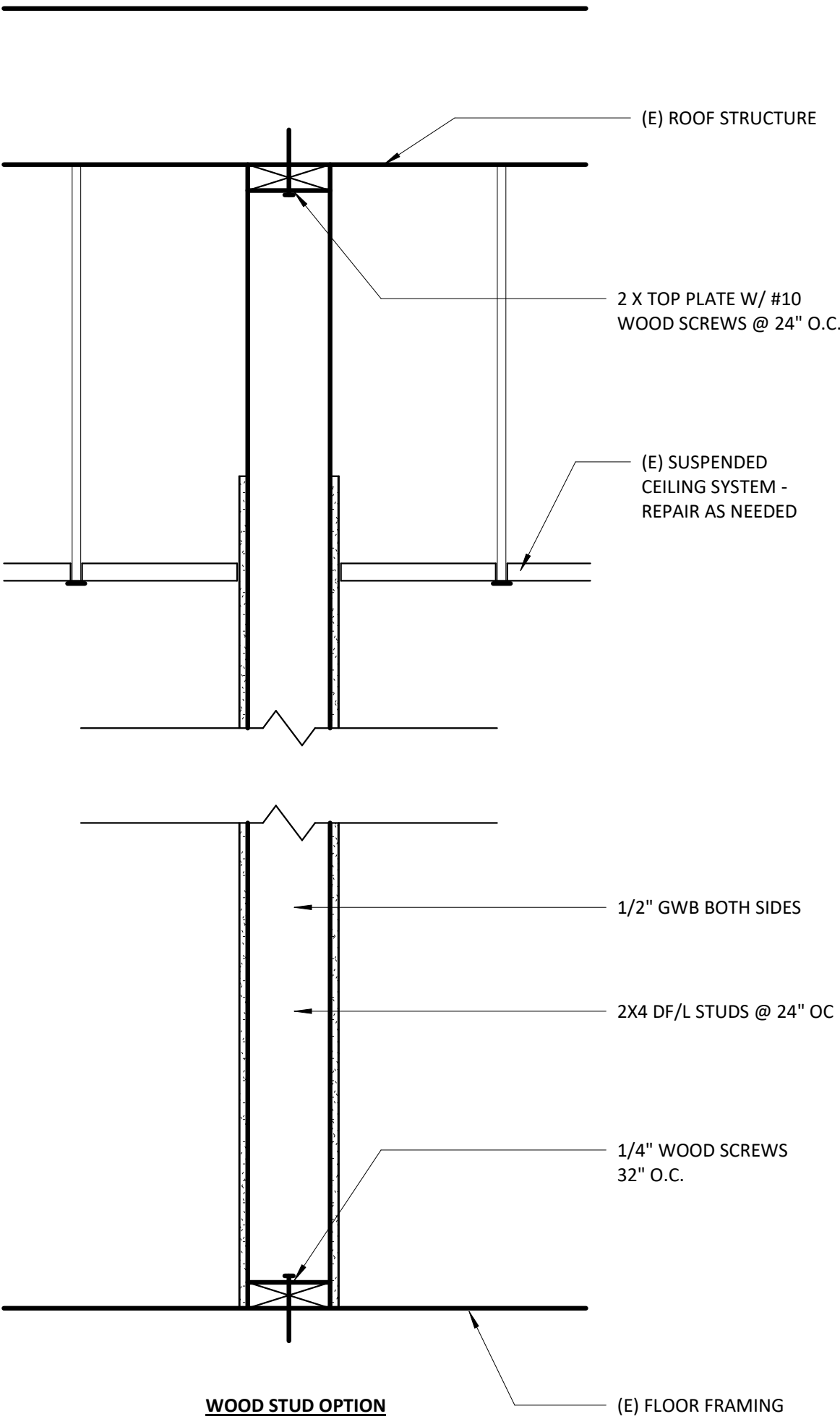
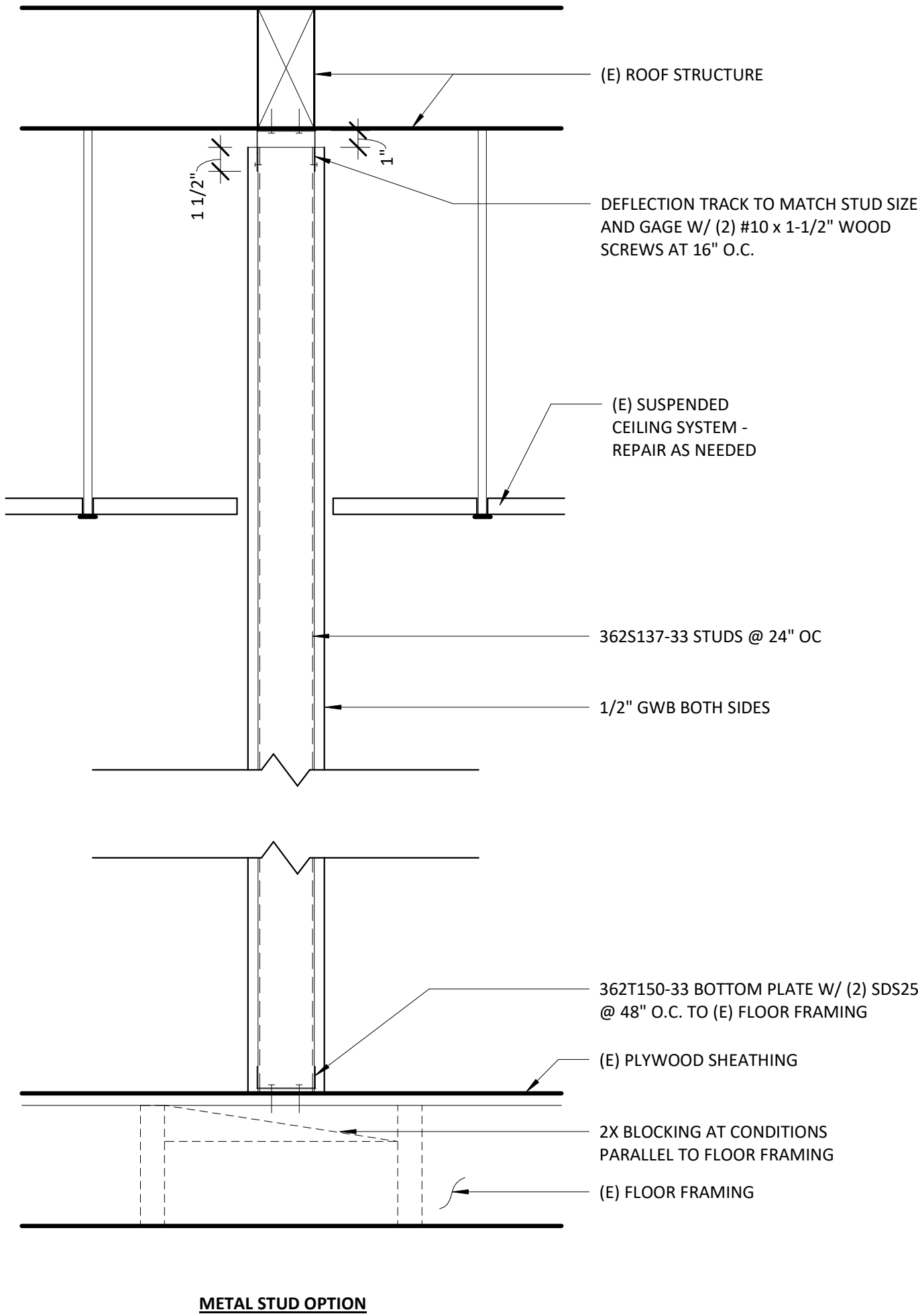


1 ENLARGED MAILROOM PLAN  
SCALE: 1/2" = 1'-0"  
0 1' 2' 4'

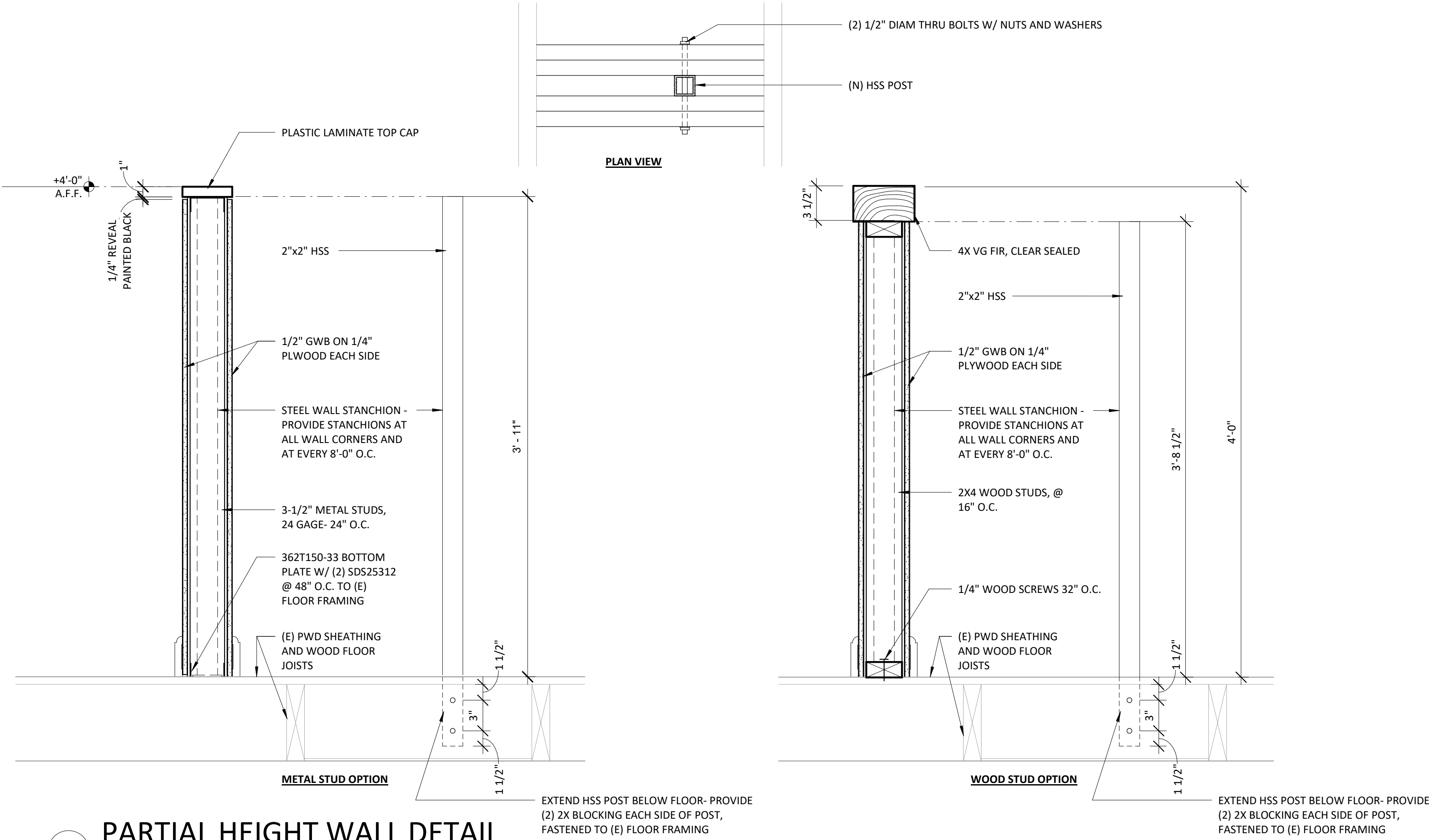


5 Copy Room Workstation  
SCALE: 3/32" = 1'-0"  
0 8' 16' 24'





2 FULL HEIGHT WALL DETAIL  
1 1/2" = 1'-0"



1 PARTIAL HEIGHT WALL DETAIL  
1 1/2" = 1'-0"

DRAWING REVISIONS		
NO.	DATED	DESCRIPTION



THE DALLES CITY HALL  
313 COURT ST, THE DALLES, OR

CONTRACT DOCUMENTS  
02.27.2023