

INVITATION TO BID
HVAC REPLACEMENT

Procurement of Goods Valued over \$100,000
Competitive Sealed Bids
ORS 279B.055 & OAR 137-047-0255



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

Project No.:	2025-002
Project:	Public Works Building HVAC Replacement
Contract Type:	Purchase Agreement
Bids Due By:	February 27, 2025 at 2pm
Mandatory Site Visit:	February 20, 2025 at 10 am
Project Manager:	David Mills, Transportation Manager City of The Dalles dmills@ci.the-dalles.or.us (541) 296-5401

January 31, 2025

INVITATION TO BID

PROJECT NO. 2025-002 Public Works Building HVAC Replacement

The City of The Dalles (**Agency**) is seeking competitive sealed bids, as authorized by the Agency's Local Contract Review Board (**LCRB**) Rule VI(C), from responsible bidders for:

A. Description of Goods and Contract Terms and Conditions

1. Contractor to provide all materials, labor and equipment as needed to replace the six (6) current 4-ton gas / electrical roof top HVAC units by American Standard / Trane Model YSC048E3EMA001G. The new HVAC Units shall be of equal or greater capacity than the existing units. New HVAC Units shall be approved by the City. Contractor will be responsible for all materials, labor and equipment necessary for the removal of the existing roof top units and installation of new HVAC units including all electrical, gas and duct connections. Contractor shall be responsible for obtaining all permits necessary for the removal and installation of the new roof top HVAC units. City shall provide the crane services to remove existing materials and equipment and to install the new equipment and materials on the roof. In all cases, consistent with ORS 279B.055(2)(c), the successful bidder who enters a Contract awarded under this procurement (**Contractor**) is required to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods.
2. All work shall be completed by May 30th, 2025. Contractor to shall attend a pre-construction meeting with the city to discuss the scope, schedule and required coordination for the project. At the end of the project the Contractor shall include a One Year Warranty on all work and materials for the project and a 5-year warranty on the compressor. In all cases, consistent with ORS 279B.055(2)(h), Contractor's failure to perform the scope of work identified in or meet the performance standards established by this solicitation may be subject to the following consequences:
 - a. the Agency's reduction or withholding of payment;
 - b. the Agency's requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - c. the Agency's declaration of a default, terminating the Contract, and seeking damages and other relief available under the terms of the Contract or applicable law.

B. Invitation to Bid

1. This solicitation is for the procurement of goods by competitive sealed bids (**Bids**) as set forth in ORS 279B.055 and OAR 137-047-0255 (OAR Chapter 137, Division 47 is the **Model Rules**). All provisions of both that statute and the Model Rules apply to this solicitation.

- a. Consistent with Model Rule 0255(2)(a)(A), the Agency is requiring a pre-Bid conference as part of this solicitation. The pre-Bid conference will occur at 10:00am Pacific Prevailing Time on February 20th, 2025 at 1215 West 1st Street, The Dalles, OR. Attendance is mandatory. Any statements made by Agency's representatives at the pre-Bid conference are not binding upon the Agency unless confirmed by subsequent written addendum.
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.
3. As authorized by Model Rule 0255(2)(a)(B) and Model Rule 0330, all Bids must be submitted electronically via email to thedallesbids@ci.the-dalles.or.us with the subject line **ITB Response – Public Works Building HVAC Replacement** directed to:

Amie Ell, 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 February 27, 2025 (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. Bidders may only submit one (1) Bid responding to this solicitation.
5. To be considered for award, each Bid must include:
 - a. a cover sheet indicating an interest in bidding for HVAC unit installation 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 (**Form 1**) indicating lump sum prices for all 6 HVAC Units to be installed.
 - c. a signed Certification of Non-Discrimination (**Form 2**) pursuant to ORS 279A.110(4) and OAR 137-046-0210(2);
 - d. a copy of any relevant standard purchase agreement used by the bidder for potential adoption of any of its specific provisions into the Contract awarded under this solicitation; and
 - e. all other information or evidence sufficient for the Agency to determine bidder's responsibility as outlined in this solicitation's **Section H**.

C. Opening and Solicitation Review

1. Bids shall be opened immediately after the Closing (**Opening**) in the 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 (Meeting ID: 858 0212 1281; Passcode: 068006). The City will read aloud each Bid price and the bidder's name. Bids are not subject to public disclosure or inspection until the notice of intent to award a Contract under this procurement is issued.
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 http://thedalles.org/current_job_openings.htm.

D. Requests for Clarification and Addenda

1. Prospective bidders with questions concerning clarifying a provision of the Bid documents or Opening should direct inquiries to **David Mills**, Transportation Manager at (541) 296-5401 x 2011 or by email to dmills@ci.the-dalles.or.us, 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 http://thedalles.org/current_job_openings.htm.
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 0730, whichever date is later.

E. Cancellation, Delay, or Suspension of Solicitation and Rejection of Bids

1. The Agency may cancel, delay, or suspend this procurement or reject any or all Bids in accordance with ORS 279B.100.
2. If the Agency cancels this procurement prior to Opening, the Agency shall delete any received Bids from the email account designated for Bid receipt, unopened. If the 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. Receipt, Opening, and Recording of Bids

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1. The Agency shall electronically or mechanically time-stamp or hand-mark each Bid upon receipt. The Agency shall not open the Bid upon receipt, but shall maintain it as confidential and secure until the Opening. If the Agency inadvertently opens a Bid prior to the Opening, the Agency shall return the Bid 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. Any Bid received after Closing is late. A bidder's request to withdraw a bid received after Closing is late. The Agency shall not consider late Bids or requests to withdraw.
3. After issuing a notice of intent to award a Contract through this procurement, 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 192.311 et seq., ORS 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.

G. General Bid Evaluation and Award Information

1. The Agency shall evaluate all Bids received before Closing and its evaluation shall be based on the requirements and criteria set forth in this solicitation, pursuant to ORS 279B.055, and in accordance with applicable law.
2. In all cases, all bidders must identify whether they are a *resident bidder* as defined by ORS 279A.120(1). Consistent with ORS 279A.120(2), the Agency gives preference to goods manufactured or produced in the State of Oregon if price, fitness, availability, and quality are otherwise equal and adds a percent increase to the Bid of nonresident bidders equal to the percent (if any) of the preference given to the bidder in the state in which the bidder resides pursuant to applicable Oregon Department of Administrative Services records.
3. If awarded, the Agency shall award the Contract to the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in this solicitation and with all prescribed public procurement procedures and requirements.
4. 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 279B.110(2). Bidders are encouraged to review those standards to ensure any submitted Bid provides sufficiently reasonable information for the Agency to make a responsibility determination.

H. Responsibility

1. 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

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bidder offering the lowest responsive Bid. Consistent with ORS 279B.110(2), bidders should include all relevant information to support the Agency's finding the bidder:

- 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. **completed previous contracts of a similar nature with a satisfactory record of performance.** For purposes of this paragraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. The Agency shall document the bidder's record of performance if the Agency finds under this paragraph that the bidder is not responsible;
- c. **has a satisfactory record of integrity.** The Agency in evaluating the bidder's record of integrity may consider, among other things, whether the bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's performance of a contract or subcontract. The Agency shall document the bidder's record of integrity if the Agency finds under this paragraph that the bidder is not responsible;
- d. **is legally qualified to contract with the Agency.**
- e. **complied with the tax laws** of the state or a political subdivision of the state, including ORS 305.620 (*Collection and distribution of local taxes on income and sales*) and ORS Chapters 316, 317 and 318. The bidder shall demonstrate compliance by their signature affixed to their Bid (which, by such signature, bidder so attests under penalty of perjury) the bidder's compliance with such applicable laws;
- f. **was not debarred by the Agency under ORS 279B.130** (*Debarment of prospective bidders and proposers*); and
- g. **supplied all necessary information in connection with the inquiry concerning responsibility.** If a bidder fails to promptly supply information concerning responsibility that the Agency requests, the Agency shall determine the bidder's or responsibility based on available information or may find the bidder is not responsible.
- h. completed previous contracts of a similar nature with a satisfactory record of performance;
- i. has a satisfactory record of integrity;
- j. is legally qualified to contract with the Agency; and
- k. supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning

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responsibility the Agency requests, the Agency shall determine the bidder's responsibility based on available information or may find the bidder is not responsible.

I. Bid Evaluation Criteria

1. In determining the lowest responsive Bid, the Agency shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) (*Preference for Oregon goods and services*) and OAR 137-046-0310 (*Reciprocal Preferences*) for nonresident bidders.
2. Notwithstanding any other provision of applicable law or this solicitation requiring the Agency to award a contract to the lowest responsible bidder, the Agency shall give preference to the procurement of goods manufactured from recycled materials as set forth in ORS 279A.125 (*Preference for recycled materials*) and OAR 137-046-0320 (*Preference for Recycled Materials*); provided, however, the Agency's preferential treatment for such recycled goods only applies if the recycled product is available, meets applicable standards, can be substituted for a comparable nonrecycled product, and its costs do not exceed the costs of nonrecycled products by more than five (5%) percent (or a higher percent, if the Agency has provided a written determination such a higher percent supports the public interest).
3. If the Agency determines that one or more Bids are identical under OAR 137-046-0300 (*Preference for Oregon Goods and Services*), the Agency shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300 (*Preference for Oregon Goods and Services*).

I. Bid Clarifications and Negotiations

1. After Opening, the Agency may conduct discussions with apparent responsive bidders for the purpose of clarification to assure full understanding of the Bids. All Bids, in the Agency's sole discretion, needing clarification must be accorded such an opportunity. The Agency shall document clarification of any bidder's Bid in the procurement file.
2. The Agency shall not negotiate with a Bid with any bidder. After award of a Contract under this procurement, the Agency and Contractor may only modify the Contract in accordance with OAR 137-047-0800 (*Amendments to Contracts and Price Agreements*).

J. Award and Post-Award

1. Consistent with ORS 279B.055(9), and in conformance with rules adopted under ORS 279A.065, the Agency shall post electronically (accessible at http://thedalles.org/current_job_openings.htm) 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.

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2. The successful bidder shall promptly execute a contract and that duty includes the obligation to take all action necessary to form a contract in accordance with this solicitation, including submitting proof of insurance and a completed Form W9 to the Agency and agreeing to perform the scope of work and meeting any other performance standards as described herein.

K. Forms

Form 1 *Bid Form*

Form 2 *Certification of Non-Discrimination*

L. Exhibits

Exhibit A *Purchase Agreement*

Exhibit B *Site Drawings and Pictures*

ADVERTISEMENT FOR BIDS

INVITATION TO BID

Project No. 2025-002 Public Works Building HVAC Replacement

Contract for Goods Valued over \$100,000

Separate sealed bids for goods valued over \$100,000 (**Bids**) for the **Public Works Building HVAC Replacement, Project No. 2025-002** will be received by Amie Ell, City Clerk until **2:00 p.m.** Pacific Prevailing Time, **February 27, 2025, via email only addressed to: thedallesbids@ci.the-dalles.or.us**, at which time the email account designated for Bid receipt will be accessed. Bid responses will be read aloud via a Zoom meeting. *Note:* immediately following the electronic submission of a Bid, bidders will receive confirmation their email has been received. **THE DUTY IS ON THE BIDDER TO ENSURE THE REQUIRED BID DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR BIDS.**

The City of The Dalles is requesting Bids for replacing the existing HVAC units from qualified Bidders for the **Public Works Building HVAC Replacement**. All work must be conducted in accordance with the solicitation and contract documents. The contract anticipated for award through this solicitation will be a purchase agreement subject to ORS Chapter 279B.

Bids must be submitted on the Bid Form furnished by the City of The Dalles for this Project No. 2025-002 and include the bidder's signature. The solicitation, contract documents, and specifications for the Project may be reviewed at the Office of the City Clerk located at The Dalles City Hall (313 Court Street in The Dalles, OR 97058) and are also available on the City of The Dalles' website at http://thedalles.org/current_job_openings.htm. Any change to the solicitation or contract documents will be by written addendum. Bidders will be responsible for checking the City's website regularly for addenda and additional information for the Project. Questions regarding this solicitation or contract documents should be directed to David Mills, Transportation Manager at (541) 296-5401 x 2011 or by email to dmills@ci.the-dalles.or.us.

Bidders must attend a mandatory pre-bid conference as part of this solicitation. The pre-Bid conference will occur at **10:00am** Pacific Prevailing Time on **February 20th, 2025** at 1215 West 1st Street, The Dalles, OR.

The City of The Dalles may reject any Bid not in compliance with all prescribed public proposal procedures and requirements and may reject for good cause any or all Bids upon the City finding it is in the public interest to do so. The City also reserves the right to waive any informality in connection with any Bids or to postpone the award of the contract for 60 days. Each Bid must contain a statement as to whether the bidder is a resident bidder as defined by ORS 279A.120(1).

No Bid may be withdrawn after the time set for bid opening or before the award of the contract, unless award is delayed for a period exceeding 60 days.

CITY OF THE DALLES, OREGON

Amie Ell, City Clerk

PUBLISHING DATE: January 31, 2025

CERTIFICATION OF NON-DISCRIMINATION

Project No.: 2025-002
Project Name: Public Works Building HVAC Replacement

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>
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CITY of THE DALLES
313 COURT STREET
THE DALLES, OREGON 97058

(541) 296-5481
FAX (541) 296-6906

February 28, 2025

NOTICE OF INTENT TO AWARD
ORS 279B.135

FEBRUARY 27, 2025, BID OPENING
THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED

CONTRACT NO.: 2025-002
PROJECT NAME: Public Works Building HVAC Replacement

TO: _____

AMOUNT: \$ _____

Contract 2025-002 is intended to be awarded by the City's Local Contract Review Board at the City Council meeting scheduled to commence at 5:30 p.m. Pacific Prevailing Time on March 10, 2025, held in the City Council Chambers, City Hall, 313 Court Street, The Dalles, OR 97058.

In all cases, OAR 137-047-0610(2) provides the City Council's award shall not be final until the later of:

- (a) the expiration of the protest period provided pursuant to OAR 137-047-0740 (*Protests and Judicial Review of Contract Award*); or
- (b) the City provides written responses to all timely-filed protests denying the protests and affirming the award.

CITY OF THE DALLES, OREGON

David Mills
Transportation Manager
City of The Dalles

PURCHASE AGREEMENT

Contractor	[Name]
Consideration	[\$CONTRACT PRICE]
Effective Date	March 11, 2025
Completion Date	May 30, 2025
Project/Goods	<i>Project No. 2025-002 – Public Works Building HVAC Replacement</i>

This PURCHASE AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and **[Contractor]**, for Contractor’s provision of installing HVAC units to the City.

WHEREAS, the City requires the procurement of certain goods described in the solicitation for Project No. 2025-002, attached to and made part of this Agreement; and

WHEREAS, Contractor desires to provide such goods 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. Goods. Contractor agrees to sell to City the following goods (**Goods**) subject to the terms and conditions provided in Exhibit A and this Agreement:

Removal and Installation of 4-ton gas / electrical roof top HVAC Units	6 EACH
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2. Warranty. Contractor agrees and warrants the Goods are of the quality described in Exhibit A and fit for the purposes intended by the City. Contractor further agrees and warrants it will not make any alterations whatsoever to the Goods without the City’s prior written consent.
3. Incidental Services. Contractor agrees, at its expense, to furnish the Goods to the City consistent with the terms and conditions provided in Exhibit A, including all incidental transportation, labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, and equipment required or necessary to deliver the Goods to the City (together, **Work**).
4. Insurance and Indemnity.
 - a. With respect to any Work, Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers’ Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **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. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
 - c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant 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.
 - d. 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.
5. Payments.
- a. 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 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. 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.
 - b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 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.
 - c. 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.
 - d. 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.
 - e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.



B. City's Duties

1. Compensation.

- a. The City agrees to compensate Contractor for the Goods in an amount not to exceed \$**[contract price]**. Contractor to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution and further expressly agrees the City's payment obligations under this Agreement are a condition precedent to Contractor's provision to the City of a completed Form W-9.
- b. The City agrees to make payment upon Contractor's delivery of the Goods (subject to the City's acceptance) and an invoice detailing completion (subject to the City's approval). Payment shall be made only for Goods actually delivered and accepted as of the invoice date.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Goods (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Goods or waiver of any defects therein.
- d. 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.

2. Acceptance and Rejection. The City agrees to accept delivered Goods after it has had a reasonable opportunity to inspect them for conformity with the specifications described in Exhibit A. In all cases, the City agrees to timely inform Contractor whether the Goods are (a) conforming to the City's expectations and thus accepted, (b) nonconforming to the City's expectations but nevertheless accepted, or (c) nonconforming to the City's expectations and rejected. The Parties agree the City has the right to reject any Goods for nonconformity upon the City's reasonable determination the Goods do not conform to the specifications described in Exhibit A or are otherwise expired or damaged. If rejected, Contractor agrees to cure the nonconformity at Contractor's sole cost within 14 days of the City's notification of the non-conformity. The City reserves all rights afforded buyers under the provisions of applicable law, including the Uniform Commercial Code.

C. Special Conditions

1. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2024-002 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.



2. Drug Testing. Upon City's request, 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. 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.
3. 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.
4. Full Integration/Modification. This Agreement and its attachments 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.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. 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.
6. 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.
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.

Continues on next.



9. 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: [Title]
[Contractor]
[Address]
[Address]

IN WITNESS WHEREOF, the Parties duly execute this **PURCHASE AGREEMENT** this _____ day of _____, 2025.

CITY OF THE DALLES

CONTRACTOR

Matthew B. Klebes, City Manager

[Name], [Title]

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney



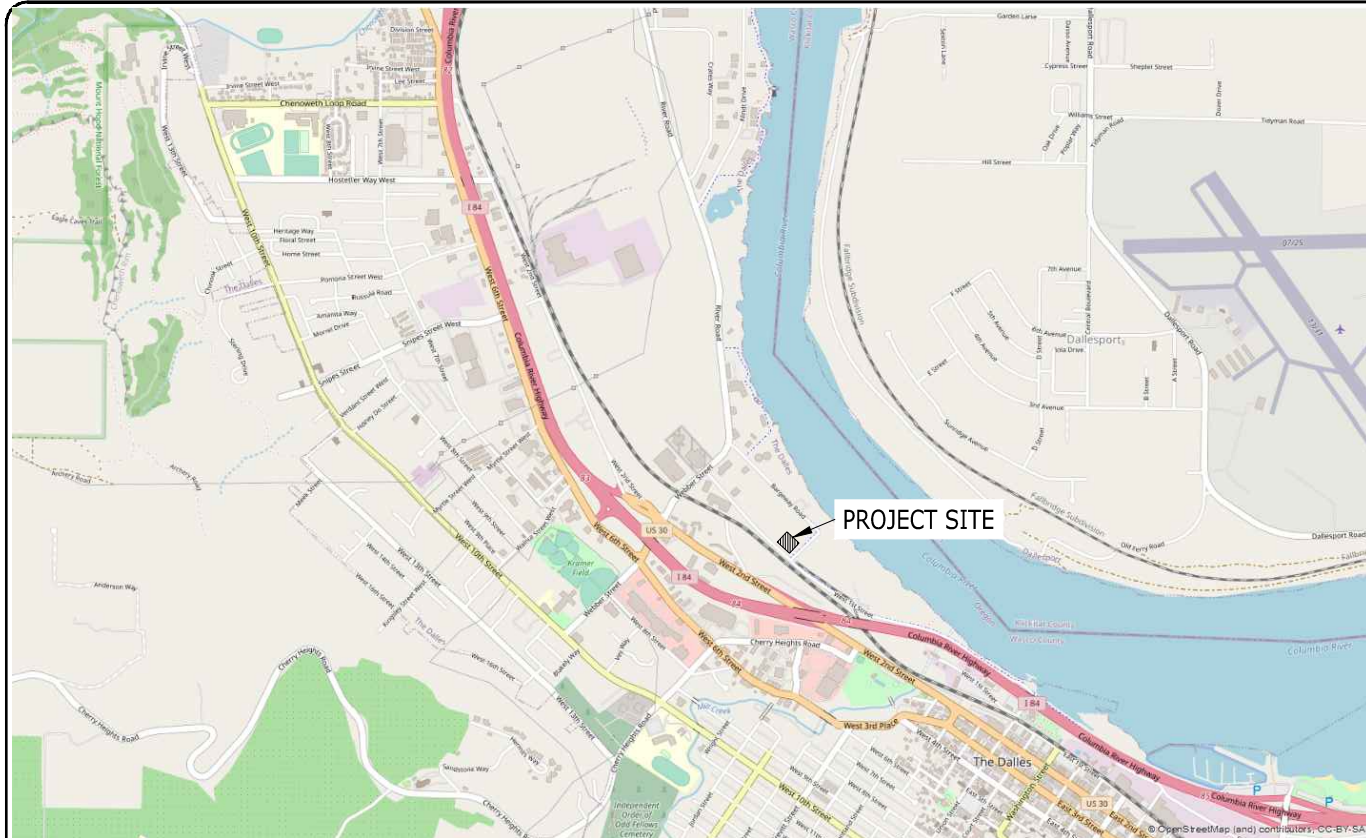
CONTRACT #2025-002 PUBLIC WORKS BUILDING - HVAC REPLACEMENT

SITE

ADDRESS: 1215 WEST 1ST STREET, THE DALLES, OREGON
 PARCEL: TAXLOT 2N-13E-33DB 800
 ZONING: I - INDUSTRIAL
 BUILDING: BUILDING #1 - 23,750 SF (EXISTING)

SHEET INDEX

COVER SHEET 1
 LAYOUT SHEET 2
 EXISTING PICTURES 3 -4



VICINITY MAP

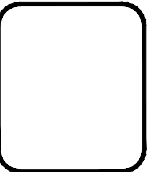
GENERAL NOTES

- OWNER: CITY OF THE DALLES
313 COURT STREET
THE DALLES, OR 97058
PHONE:(541) 296-5481
- THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN PERMITS NECESSARY TO PERFORM THE WORK SHOWN IN THESE PLANS FROM THE APPROPRIATE AGENCIES.
- ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE OWNER, AT THE CONTRACTOR'S SOLE EXPENSE.
- RIGHT OF WAY LINES AND PROPERTY LINES SHOWN ON THESE PLANS ARE APPROXIMATE.
- CONTRACTOR SHALL FURNISH A SET OF AS-BUILT DRAWINGS MADE DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION MEETING WITH THE CITY TO DISCUSS THE SCOPE, SCHEDULE, AND REQUIRED COORDINATION FOR THE PROJECT.



SITE MAP

NO.	DATE	REVISIONS



CITY OF THE DALLES
 PUBLIC WORKS DEPARTMENT
 1215 West 1st Street
 The Dalles, Oregon 97058
 (541) 296-5401

A COVER SHEET FOR:
**PUBLIC WORKS BUILDING
 HVAC REPLACEMENT**
 THE DALLES, OREGON

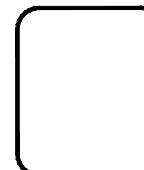
NAME	TMS
DATE	01/21/2025
SCALE	NOT TO SCALE
CHECKED	
SHEET	1
OF	4 SHEETS
JOB NO.	2025-002



NOTES:

1. SEE SHEET C0.1 FOR GENERAL NOTES AND INFORMATION.
2. THE SIX HVAC UNITS TO BE REPLACED ARE 4-TON GAS/ELECTRICAL ROOF TOP HVAC UNITS BY TRANE MODEL YSC048E3EMA001G.
3. NEW AC UNITS SHALL HAVE AN EQUAL OR GREATER CAPACITY THAN THE EXISTING UNITS. NEW HVAC UNITS SHALL BE APPROVED BY THE CITY.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK, MATERIALS, EQUIPMENT AND PERMITS NECESSARY FOR THE REMOVAL OF THE EXISTING ROOF TOP HVAC UNITS AND TO INSTALL THE NEW ROOF TOP HVAC UNITS.
5. CITY SHALL PROVIDE THE CRANE SERVICES TO REMOVE EXISTING MATERIALS AND EQUIPMENT FROM THE ROOF AND TO INSTALL THE NEW EQUIPMENT ON THE ROOF. CONTRACTOR SHALL COORDINATE WORK WITH CITY STAFF.

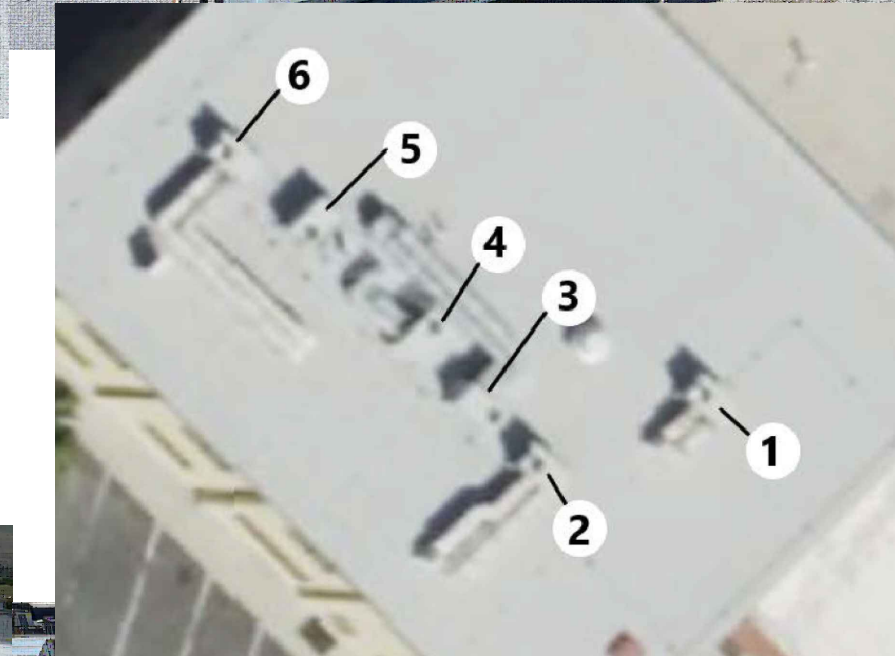
NO.	DATE	REVISIONS



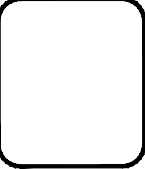
CITY OF THE DALES
 PUBLIC WORKS DEPARTMENT
 1215 West 1st Street
 The Dalles, Oregon 97058
 (541) 296-5401


A LAYOUT SHEET FOR:
**PUBLIC WORKS BUILDING
 HVAC REPLACEMENT**
 THE DALES, OREGON

NAME	TMS
DATE	01/21/2025
SCALE	1" = 30'
CHECKED	
SHEET	2
OF	4 SHEETS
JOB NO.	2025-002



NO.	DATE	REVISIONS




CITY OF THE DALLES
 PUBLIC WORKS DEPARTMENT
 1215 West 1st Street
 The Dalles, Oregon 97058
 (541) 296-5401

EXISTING PICTURES FOR:
**PUBLIC WORKS BUILDING
 HVAC REPLACEMENT**
 THE DALLES, OREGON

NAME	TMS
DATE	1/21/2025
SCALE	NOT TO SCALE
CHECKED	
SHEET	4
OF	4 SHEETS
JOB NO.	2025-002