SUPPLEMENTAL AGENDA

REGULAR CITY COUNCIL MEETING

JULY 28, 2025
5:30 p.m.

VIA ZOOM

Item to be added to the agenda:

9. CONSENT AGENDA

D. Authorization to Award Contract No. 25-005 for the Library HVAC Project to Griffin Construction, LLC.

All subsequent numbering of agenda items adjusted

_____
Amie Ell, City Clerk

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

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

AGENDA STAFF REPORT

AGENDA LOCATION: Item #9D

MEETING DATE: July 28, 2025

TO: Honorable Mayor and City Council

FROM: Amie Ell, City Clerk

ISSUE: Approving items on the Consent Agenda and authorizing City staff to sign contract documents.

D. ITEM: Authorization to Award Contract No. 25-005 for the Library HVAC Project to Griffin Construction, LLC.

BUDGET IMPLICATIONS: This project is funded through the Capital Projects Fund. The General fund and the Library Fund will each contribute 50% of the local share of project costs. The project was also awarded a $115,000 grant from Department of Energy Efficiency and Conservation Block Program, which will offset the overall cost. Remaining funds have been included in the proposed FY 2025–26 budget.

SYNOPSIS: The City originally awarded the HVAC project to AirX, LLC, the lowest bidder at $423,640.00. However, AirX was unable to obtain the required performance bond due to pending Chapter 11 bankruptcy proceedings. In accordance with Oregon Administrative Rule (OAR) 137-049-0460(4), the City may reject the original offer and award the contract to the next-lowest responsive and responsible bidder.

Griffin Construction, LLC submitted the next-lowest bid at $428,150.00 and has confirmed their bid is still firm. The difference between the two bids is minimal—$4,510.00. The City Attorney has reviewed the matter and confirmed the City may award the contract to Griffin and require forfeiture of AirX's bid security.

Due to the City Council not meeting in August, the next opportunity for contract award would be delayed until September 8. This extended gap, combined with Griffin's need to procure project components in a timely manner and the urgency of completing HVAC work ahead of seasonal weather constraints, creates an unusual time sensitivity. As a result, the standard 7-day notice period was determined impractical, documented accordingly, and the notice of intent to award was posted on Tuesday, July 22, 2025.

RECOMMENDATION: Authorize the City Manager to execute a contract with Griffin Construction LLC for the Library HVAC Replacement Project, Contract No. 2025-005, in an amount not to exceed $428,150.00.

PUBLIC WORKS AGREEMENT

Contractor	**Griffin Construction, LLC**
Consideration	**$428,150.00**
Effective Date	July 29, 2025
Completion Date	November 30, 2025
Project/Services	***Project No. 2025-005 (Library HVAC Replacement Project)***

This PUBLIC WORKS AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and Griffin Construction, LLC, an Oregon limited liability company (**Contractor**), for Contractor's provision of HVAC removal, procurement, and replacement services for the City at The Dalles Wasco County Library located at 722 Court Street in The Dalles, Oregon.

WHEREAS, the City requires performance of certain public works described in the solicitation for Project No. 2025-005, 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 bid and 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 state statutory limits or $1,000,000, whichever is greater;

      (ii) **Commercial General Liability** insurance covering property damage and bodily injury in the amount of $1,000,000 (*per occurrence*) and $2,000,000 (*in aggregate*);

      (iii) **Contractors Pollution Liability** insurance in the amount of $1,000,000; and

      (iv) **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a *combined single limit per occurrence* of $1,000,000 and $2,000,000 (aggregate).

   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, Contract 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. 2024-010 (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. 2024-010 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 it has an employee drug testing program is in place before it commences performance of this Agreement.

d. *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.

e. *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 **$428,150.00**. Contractor agrees its provision of a completed Form W9 to the City is a condition precedent to the City's payment obligations under this Agreement.

   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, all as subject to Section C(8); provided, however, the Parties agree Contractor will not perform any on-site Work prior to the City's issuance of a *Notice to Proceed*, which the City agrees to send once Contractor submits all required information and documentation pursuant to this Agreement.

2. Termination/Modification. 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. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.

3. Full Integration/Conflict. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter (including the City's solicitation for the Work and the applicable *City of The Dalles Standard Specifications for Construction – General Conditions*). If any of the negotiations or documents mentioned in this subsection conflict with the terms of this Agreement, the Parties expressly agree the provisions of this Agreement control.

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. Liquidated Damages. Contractor agrees to prosecute the Work vigorously to completion and consistent with Section C(1). Contractor agrees delays in its performance under this Agreement will cause the City to sustain damages, increase risk to, inconvenience, and interfere with the public and commerce, and increase costs to taxpayers; accordingly, because the City finds it unduly burdensome and difficult to demonstrate the exact dollar value of such damages, Contractor specifically agrees to be subject to the provisions of Section 00180.85(b) of the applicable *City of The Dalles Standard Specifications for Construction – General Conditions* and pay the City (not as a penalty but as liquidated damages) the amounts determined by that Section 00.180.85(b) for each day the Work remains incomplete after the expiration of the contract time or adjusted contract time applicable to that Work. The Parties further agree any such damages paid pursuant to this subsection constitute payment in full only of damages incurred by the City due to Contractor's failure to complete the Work on time.

9. 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.

10. 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.

Continues on next.

11. 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: Owner
Griffin Construction, LLC
1411 NW Murphy Ct.
Prineville, OR 97754

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

CITY

_____
Matthew B. Klebes, City Manager

CONTRACTOR

_____
Samuel Griffin, Owner

ATTEST:

_____
Amie Ell, City Clerk

Approved as to form:

_____
Jonathan M. Kara, City Attorney

INVITATION TO BID
Library HVAC Replacement Project

The Dalles Wasco County Library
722 Court Street
The Dalles, OR 97058

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

Project No.:	***2025-005***
Project:	***Library HVAC Replacement Project***
Contract Type:	Public Works – *Removal, procurement, and replacement of HVAC*
Prevailing Wage Rates:	Applicable
Bids Due By:	April 29, 2025
Mandatory Site Visit:	10:00 a.m. to noon on April 8, 2025
Project Manager:	City Clerk Amie Ell amell@ci.the-dalles.or.us (541) 296-5481 ext. 1119

March 20, 2025

INVITATION TO BID
Library HVAC Replacement Project

PROJECT NO. 2025-005

The City of The Dalles (**City**) is seeking competitive bids, as authorized by the City's Local Contract Review Board (**LCRB**) Rule V(D), from qualified and licensed contractors to perform public improvement services to remove and replace the HVAC system located at The Dalles Wasco County Library (**Library**), a City-owned property located at **722 Court Street in The Dalles, Oregon** (**Property**). Specifically, the City is soliciting a contractor to:

1. perform removal, procurement, and replacement of the Library's HVAC system based on City-provided component, architectural, and engineering plans; and

2. any related or incidental services arising from the performance of those removal, procurement, and replacement services, including possible incidental universal waste and asbestos/asbestos containing material abatement.

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 City 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 City 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 City 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 City 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 City without obligation. The City is not liable for any cost incurred by bidders in the preparation, submission, and presentation of their Bids.

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 with the subject line ***Project 2025-005 (Library HVAC Replacement Project) ITB Response*** 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 **April 29, 2025** (**Closing**). The duty rests with the bidder to ensure the required Bid documents are attached to any email sent to the City in response to this solicitation. First-tier subcontractor disclosures must be submitted within two (2) hours of the Closing consistent with **Section I(H)(1)**.

5. To be considered for award, each Bid must include:

   a. a *cover sheet* indicating an interest in bidding for the HVAC replacement services to be provided to the City 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 *First-Tier Subcontractor Disclosure Form* indicating the name of each subcontractor potentially furnishing labor or materials connected with a Contract awarded under this solicitation;

   d. a signed *Certification of Non-Discrimination Form* pursuant to ORS 279A.110(4);

   e. a signed *Bid Security Form*;

   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 office of the City Clerk, 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) accessible on the City's website at www.thedalles.org/bids. 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 www.thedalles.org/bids.

C. Clarifications and Addenda

1. Prospective bidders with questions concerning clarifying a provision of the Bid documents or Opening should direct inquiries to **City Clerk Amie Ell** at (541) 296-5481 ext. 1119 or amell@ci.the-dalles.or.us within 96 hours before Closing. The City's clarification to a bidder, whether orally or in writing, does not change the solicitation document and is not binding on the City unless the City amends the solicitation document by addendum.

2. The City 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 City otherwise specifies in the addenda.

3. The City shall notify prospective bidders of addenda by posting a copy of each addendum to the City's website at www.thedalles.org/bids.

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 City'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 City requires all bidders seeking award to attend a pre-Bid site inspection at 722 Court Street, from **10:00 a.m. to noon on April 8, 2025**. All attendees are required to sign in to signify their attendance at that mandatory pre-bid site inspection meeting.

2. Any statements made by the City's representatives at the mandatory pre-Bid site inspection do not change the solicitation document unless the City confirms such statements with a written addendum to the solicitation document.

E. Cancellation of Solicitation

1. The City may cancel a solicitation for good cause if the City finds cancellation is in the public interest. The City's reasons for cancellation shall be made part of the solicitation file. The City shall provide notice of cancellation consistent with Model Rule 0210(1).

2. If the City cancels a solicitation prior to Opening, the City shall delete any received Bids from the email account designated for Bid receipt, unopened. If the City rejects all Bids, the City shall retain all such Bids as part of the City's solicitation file.

3. The City 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 City 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 – Project 2025-005 (Library HVAC Replacement Project)***.

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 **Amie Ell, City Clerk**, at the Office of the City Clerk, City Hall, 313 Court Street, The Dalles, OR 97058 and received by the City 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 City. The bidder shall mark the Written request to withdraw a Bid as ***Bid Withdrawal – Project 2025-005 (Library HVAC Replacement Project)***.

3. The City 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 City 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 City shall electronically or mechanically time-stamp or hand-mark each Bid and any modification upon receipt. The City shall not open the Bid or modification upon receipt, but shall maintain it as confidential and secure until the Opening. If the City inadvertently opens a Bid or a modification prior to the Opening, the City shall return the Bid or modification to its secure and confidential state until opening. The City shall document the resealing for the procurement file (e.g., *City inadvertently opened the Bid due to improper identification of the Bid*).

2. The City shall publicly open Bids and modifications made to Bids consistent with **Section I(B)**. To the extent practicable, the City shall read aloud the name of each bidder, the Bid price(s), and such other information as the City considers appropriate.

3. After Opening, the City shall make Bids available for public inspection. The City may, in the City Attorney's sole discretion, 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 the Oregon Public Records Law 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 City 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 City 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 City shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.370 and Model Rule 0340. The City 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 City shall accept written submissions filed thereunder as public records. Aside from issues involving inadvertent clerical error under ORS 279C.585, the City does not have a statutory role or duty to review, approve, or resolve disputes concerning such substitutions.

I. Bid Security

1. Since the estimated price of a Contract awarded by this solicitation is expected to exceed $100,000.00, the City requires bidders provide Bid security in the amount of ten (10%) percent of their Bid. The City is restricted by Model Rule 0290 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 City, 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 City.

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 January 5, 2025, and any further applicable amendments thereto; and

    b. the *PWR Apprenticeship Rates*, effective January 5, 2025, and any applicable amendments thereto.

K. Bid Evaluation and Award

1. If awarded, the City 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 City 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 City 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 City to make a responsibility determination.

3. The City shall use only objective criteria to evaluate Bids as set forth in this solicitation document. The City shall evaluate Bids to determine the responsible bidder offering the lowest responsive Bid. Bidders should include all relevant information to support the City'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. 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 City 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 City; and

i. supplied all necessary information in connection with the inquiry concerning responsibility. If a bidder fails to promptly supply information concerning responsibility the City requests, the City 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 City shall, in accordance with Model Rule 0390, 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 City 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 City shall not negotiate scope of work or other terms or conditions prior to award except as permitted by ORS 279C.340 and Model Rule 0420.

8. After award, the City and Contractor may modify the Contract only by change order or amendment to the Contract in accordance with Model Rule 0910.

9. Consistent with ORS 279C.375(2), the City shall post electronically (accessible at www.thedalles.org/bids) a notice of the City's intent to award a contract under this solicitation at least seven (7) days before its award. The City's award shall not be final until the later of:

   a. seven (7) days after the date of the notice; or

   b. the City'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 City 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 City but before starting any work under the Contract, sign and deliver to the City 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 City 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.

M. Rejection of Bids

1. The City 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 City shall reject a Bid upon the City's finding the Bid:

    a. is contingent upon the City'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 City shall reject a Bid upon the City'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 City a Certification of Non-Discrimination; or

(i) Pursuant to ORS 279A.110(4), the bidder shall certify and delivery to the City 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 City's determination a bidder has met the statutory standards of responsibility.

4. The City may reject all Bids for good cause upon the City's finding it is in the public interest to do so. The City 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. ***Removal, Procurement, and Replacement Services***

a. ***Note***: As detailed in **Exhibit B**, the City has provided architectural, engineering, and design necessary and required for this Project.

b. Provide all necessary supervision, labor, equipment, materials, and disposal to perform:

(1) removal of the Library's current HVAC system consistent with City-specified plans described in **Exhibit B**;

(2) procurement of a new HVAC system consistent with City-specified components described in **Exhibit B**; and

(3) installation of the new HVAC system pursuant to the City-specified plans described in **Exhibit B**, and contain (as appropriate) all impacts associated with the provision of the services.

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

a. Incidentally and relatedly to the services described in Section II(A)(1), 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 City 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 Oregon Department of Environmental Quality (**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.

b. Perform a final cleaning of the worksite prior to final inspection by the City. No building materials, demolition debris, or paint chips are to remain onsite.

c. If asbestos or asbestos containing material is discovered, and 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.

d. 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. Special Terms

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

B. All work for this Project is anticipated to commence **September 1, 2025**, and be completed by **November 30, 2025**—however, if a bidder anticipates that performance period cannot be timely met, the City will accept Bids indicating a commencement and completion date in Spring 2026 on the condition that such bidders agree to hold their submitted Bid firm through the completion date.

IV. Forms

Form 1 *Bid Form*

Form 2 *First-Tier Subcontractor Disclosure Form*

Form 3 *Certification of Non-Discrimination Form*

Form 4 *Bid Security Form*

Form 5 *Public Works Bond*

Form 6 *Performance Bond*

Form 7 *Payment Bond*

V. Exhibits

Exhibit A *Form of Contract*

Exhibit B *Plans*

Exhibit B-1 *Project Manual Permit Set*
Ankrom Mosian
March 19, 2025

Exhibit B-2 *Combined Sheets*
MKE & Associates, Inc.
March 14, 2025

Exhibit B-3 *Structural Calculations*
Kramer Gehlen & Associates, Inc.
March 5, 2025

Exhibit B-4 *Structural Drawings*
Kramer Gehlen & Associates, Inc.
March 5, 2025

VI. Anticipated Solicitation Schedule

March 20, 2025	Issuance of ITB
April 8, 2025	Mandatory Pre-Bid Site Visit
April 29, 2025	Closing and Opening
April 30 – May 2, 2025	Review and evaluation of bids
May 5, 2025	Notice of intent to award contract
May 12, 2025	City Council award

Griffin Construction, L.L.C.

Cover Letter – TD Library HVAC Replacement Project

Griffin Construction will comply with all terms, conditions, and specifications set forth in this solicitation.

Sincerely,
Samuel Griffin



Griffin Construction LLC

1411 NW Murphy Court
Prineville, OR 97754
p. (541) 447-7237

1537 Bargeway Road Ste. 100
The Dalles, OR 97058
p. (541) 447-7237

Website: www.griffinconstructionllc.com

BID FORM

Offer of **GRIFFIN CONSTRUCTION, LLC** (**Bidder**), organized and existing under the laws of the State of **OREGON** , doing business as **GRIFFIN CONSTRUCTION, LLC**, 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. 2025-005
LIBRARY HVAC REPLACEMENT PROJECT

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 **November 30, 2025** (*tentative, see Solicitation Section III(B)*). Bidder further agrees to pay liquidated damages of the sum calculated at the per diem rate set forth in Part 00100 of 2025 City of The Dalles Standard Specifications for Construction – General Conditions (*available here*) 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:

Task Description	**Unit Price**
Removal and disposal of existing HVAC system	**$** 23,300
Procurement and replacement of new HVAC system	**$** 403,350
Incidental disposals (asbestos, universal waste, all other refuse)	**$** 1,500

Total Bid Amount: $ 428,150.00

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.

Samuel Griffin	SAMUEL GRIFFIN	PRESIDENT	4/29/25
Bidder	*Name*	*Title*	*Date*

CERTIFICATION OF NON-DISCRIMINATION

Project No.: 2025-005
Project Name: Library HVAC Replacement Project

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).

Samuel Griffin	SAMUEL GRIFFIN	PRESIDENT	4/29/25
Bidder	*Name*	*Title*	*Date*

BID SECURITY

KNOW ALL PEOPLE BY THESE PRESENTS that we, Griffin Construction LLC, as Principal (**Contractor**), and Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut 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. 2025-005
LIBRARY HVAC REPLACEMENT PROJECT

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 29th day of April, 2025.

Griffin Construction LLC
PRINCIPAL

BY

TITLE

Samuel Griffin, President

Travelers Casualty and Surety Company of America
SURETY

BY

Attorney-in-Fact, Nicholas A Fredrickson

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.



EXHIBIT B

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nicholas A Fredrickson** of **BELLEVUE** , **Washington** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29 day of APRIL , 2025 .

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Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT B

