

REQUEST FOR PROPOSALS
for
ROY RALEY ICE RINK
DESIGN/BUILD – BEST VALUE
for the
CITY OF PENDLETON, OREGON



RFP Issued: 01/09/2024

Mandatory Pre-Proposal Meeting: 02/06/24

Proposal/Qualifications Due: 02/22/2024

Request for Proposals
For
Roy Raley Ice Rink Design/Build Services

The City of Pendleton is seeking proposals from qualified Proposers for design and construction of a new ice skating rink at Roy Raley Park.

Copies of the Request for Proposals (RFP) may be obtained free of charge from the City of Pendleton Parks and Recreation Office located at 865 Tutuilla Road, Pendleton, Oregon, by calling 541-276-8100, or by email to Liam Hughes, Parks and Recreation Director, Liam.Hughes@ci.pendleton.or.us. A copy is also available online on City's webpage at: <http://www.pendleton.or.us/rfps>.

A **mandatory** pre-proposal meeting will be held **02/06/2024** at 9:00 am, local time, via Zoom.

<https://us02web.zoom.us/j/83245222399?pwd=eURqTDNNNDZBejNya2F4MHZraVBYQT09>

Meeting ID: 832 4522 2399

Passcode: 081876

The pre-proposal meeting will provide an overview of the project. A site visit will be made available by appointment between 01/09/2023 and 02/21/24

All Proposals must be received no later than **2:00 pm (PDT) Thursday, 02/22/24**. Proposals not received by that time will be returned unopened. All proposals shall be submitted either in sealed envelope addressed to Liam Hughes, Parks and Recreation Director, 865 Tutuilla Road, Pendleton, OR 97801 or electronically to liam.hughes@ci.pendleton.or.us plainly marked "**Request for Proposals – Roy Raley Ice Rink**", and bear the name of the Proposer.

The City may reject any proposal not in compliance with all prescribed public contracting procedures and requirements, and may reject any or all proposals upon a finding by the City that it is in the public's interest to do so.

1. PROJECT BACKGROUND

The site of the Roy Raley Ice Rink was originally home to the Natatorium, a public swimming pool that was originally constructed in 1915. The Natatorium operated until the 1960's when the Pendleton Aquatic Center was constructed. In 1972 the old Natatorium was demolished, and a concrete pad was poured where the Ice rink now stands.

In November of 1999 the City of Pendleton bought and installed a seasonal ice skating rink at Roy Raley Park. The rink continues to serve patrons to this day, however the concrete pad has some noticeable failure points, and ground penetrating radar revealed a void across a large portion of the rink. In addition the system of refrigeration coils that lays under the ice to chill the rink are showing their age, and are in need of replacement.

Engineers have determined that the best course of action will be to fully excavate and replace the concrete pad. Staff feel that since we need to do this work anyway, now would be the time to replace the coil system, and set those into the concrete with the goal of reducing long term maintenance, and staff hours required to setup the rink every year.





2. SCOPE OF SERVICES

The purpose of this RFP is to hire a design build contractor for the design & build of an ice skating rink in Pendleton, Oregon. The successful Proposer shall perform all the tasks necessary to complete the design, construction, and integration with existing equipment and infrastructure. The Proposer shall develop the final plan with input from City representatives. The project consists of the major items listed below as well as all other components necessary for constructing an ice skating rink at Roy Raley Park.

Specific tasks include the following:

1. Design

- a. Design an Ice Skating Rink to fit in the existing outdoor space at Roy Raley Park. Following bid award, the contractor shall receive feedback from City staff and officials and adapt design as necessary. The basic parameters are as follows:
 - i. Size: Approximately 112' x 70' variances will be considered if there is reason to do so such as fitting dasher boards etc.
 - ii. Cooling System coils/mats:
 - 1. The City's preference is for an in-ground refrigeration system. However, if it is significantly cheaper, or there are above ground moveable technologies that are simple to setup and takedown that we may have not considered, bidders are welcome to submit these as an alternate possibility.
 - iii. Multi-purpose design: It is desired the facility will function as a pickleball court in summer. If possible net posts sleeves should be set in the concrete, (City will supply) if this is not possible portable units may be able to be used but this is less desirable due to the potential for theft.
 - iv. Drainage: Work with City Engineers to construct drainage to City code and desired specifications.
 - v. Boards: The rink design will need to incorporate dasher boards. However, these will be purchased by the local ice hockey club outside of this agreement. However, it is obviously essential that we make sure they fit the design. These should also be a style that facilitates easy assembly, disassembly, and storage. Alternatively, a permanent or partially permanent design that is never disassembled may be considered if they would be a better fit for the project.
- b. It is desired to retain the existing chiller and incorporate that into the new system.
 - i. Current chiller make and model:
 - 1. Trane Model RTAA125XF02A0D0GBR

2. Construction Document Development (following successful bid award)

- a. Prepare construction drawings and specifications for the purpose of obtaining all necessary permits, obtaining qualified bids, and the construction/installation of all materials and equipment.
- b. Submit construction documents to permitting agencies for review and approval.
- c. Address any plan review questions or comments and revise documents as required for agency approval.

3. Construction

- a. City will be responsible for the following:
 - i. City will provide excavation and fill of the area to Proposer's specifications prior to the contractor beginning work.
- b. Proposer will:
 - i. Design, purchase/construct and install the ice rink infrastructure.
 - ii. Tie new features into existing chiller and ensure functionality.
 - iii. Install or sub-contract concrete suitable for this multi-use facility.
 - iv. Fill cooling system with coolant, dye and corrosion inhibitor. Test all equipment to ensure full functionality, and temperature specs.
 - v. Complete all other work agreed upon by City and Proposer.
 - vi. Monitor compliance with payment of prevailing wages on all contracts and subcontracts.

3. PROJECT SCHEDULE

This project is funded in part by grant funds from the Oregon State Parks Local Government Grant Program. These funds have a two year expiration from the time of award. So the project must be completed within that window. However, it is the Cities preference not to lose a season of service in the ice rink. We also

have a very large annual event that happens in town, including the park, in early September of every year. It would be problematic if the space was not useable for foot traffic during this time. Therefore, the project would need to take place between spring and summer of 2024 or 2025 without construction extending through the fall or winter seasons.

4. PROPOSAL REQUIREMENTS

Proposals may be submitted either electronically as a .PDF file to liam.hughes@ci.pendleton.or.us or on paper to Liam Hughes, City of Pendleton, Parks and Recreation Director, 865 Tutuilla Road, Pendleton, OR 97801. Paper size shall be 8 ½" x 11" using an 11-point minimum font size for text and limited to 20 pages. Proposals may be printed double-sided, in which each face of the paper will count as a separate page. Covers and any dividers will not be included in the page count.

The proposal shall include the following information in the order indicated:

A. Cover Letter

- i. State general qualifications, expertise, and ability to perform the scope of services described in this RFP.
- ii. Indicate agreement with the requirements and terms and conditions of this RFP.
- iii. Signed by a representative of the Proposer authorized to undertake contract negotiations and bind the Proposer.

B. Proposer Overview, Qualifications, and Expertise

- i. Demonstrate that the Proposer has been in business for a minimum of five (5) years as a contractor for this type of project by providing a comprehensive narrative detailing the Proposer's specific prior experience and qualifications for at least three (3) public projects preferably involving the construction of ice rinks.
- ii. Summarize the relevant experience and expertise of anticipated subconsultants and/or subcontractors. Indicate whether Proposer, subconsultants and/or subcontractors have previously teamed together on projects.

C. Past Projects and References

- i. Proposer should give examples including actual photographs of 3-5 completed ice rink projects along with references for the owner of the facility.

D. Ability to meet desired schedule

- i. Proposer should state their anticipated ability to start and finish the project. A proposed project timeline should be included with the proposal.

E. Basic Design and Features

- i. Proposer shall submit at least one, Ice rink design including information such as:
 - a. Dimensions and layout
 - b. An overview of the proposed refrigeration system coil/mat layout, materials, and specs.
 - c. Specifications on how the final concrete will be constructed, thickness, reinforcing materials etc.
 - d. A proposal for a set of dasher boards including doors for player benches, patron, and equipment access closely matching the layout detailed in the attached visual representation. (boards should be itemized outside the bid price as a separate cost). Boards should either have easily removeable top glass sections, or have glass only at either end by the buildings, and be open on the sides.
 - i. Any hardware for the mounting of the dasher boards, or modifications to the concrete should be done at the time of construction, and should be included in the initial bid.
- ii. The selection committee will judge the overall value of this project to the community. This will include the price, quality, features, specifications, and overall design elements of the proposal, as well as the references and past projects of the contractor and/or any subcontractors.

F. Budget

- i. Overall Project not to exceed price
- ii. Itemized breakdown of project elements
- iii. Dasher board pricing (not included in proposed contract price, except any parts that need to be placed in concrete at time of construction.)

5. EVALUATION CRITERIA

A. Cover Letter and Minimum Qualifications	<i>pass/fail</i>
B. Proposer Overview, Qualifications, and Expertise	20 points
C. Past projects and references	20 points
D. Ability to meet desired schedule	20 points
E. Overall project value, aesthetic and fit with desired community use.	40 points
F. Tie Breakers:	
Experience with rural and/or Eastern Oregon projects .	

Proposals will be reviewed for compliance with the minimum qualifications as set forth in the RFP. If a Proposer is found not to possess the minimum qualifications or if a Proposal is found not in compliance with these requirements, the Proposal will be removed from further consideration and the Proposer will be informed of this action.

The Selection Panel will score the remaining Proposals according to the Evaluation Criteria listed above. The highest scoring Proposer will be deemed the Apparent Successful Proposer, and the City will undertake contract negotiations. After the City has reached mutually agreeable contract terms with the Apparent Successful Proposer, the selection and agreement will be presented to City Council for review and approval. If the City and Proposer cannot reach an agreement in the negotiation, the City will terminate negotiation and, at its option, negotiate with the next-ranked Proposer.

Interviews, if necessary, may be conducted to aid in the final evaluation ranking(s). If conducted, interviews will be held at a City of Pendleton owned facility in Pendleton, Oregon.

6. SCHEDULE

The schedule for City’s Design/Build planned selection is as follows, subject to change at the City’s sole discretion:

<u>01/9/24</u>	Advertise RFP
<u>02/6/24</u>	Mandatory Pre-Proposal Meeting
<u>02/13/24</u>	Deadline for Clarifications / Change Requests
<u>02/22/24</u>	Proposals Due
<u>02/27/24</u>	Evaluate Proposals
<u>02/29/24</u>	Notice of Intent to Award Issued
<u>03/07/24</u>	Deadline for Filing Protest
<u>03/19/24</u>	City Council/ PDC Action
<u>Week of 04/01/24</u>	Anticipated Pre-Construction Meeting and Contract Execution
<u>04/30/25</u>	Notice to Proceed Issued
<u>08/21/24 or 08/22/25</u>	Project Completion
<u>11/30/24 or 11/29/2025</u>	Tentative Grand Opening

EXHIBIT A – INSURANCE REQUIREMENTS (see example form attached)

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors, if any. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to City prior to execution of the contract. Such policies or certificates must be delivered prior to commencement of the work. No contract shall be effective until the required certificates have been received and approved by City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration. The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect of contractor connected with this contract.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

The following insurance will be carried:

Coverage	Limit
• General Aggregate	\$2,000,000
• Each Occurrence	\$1,000,000
• Medical Expense (Any one person)	\$50,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, insurance covering losses resulting from error or omissions of Contractor. The limit of liability shall be not less than \$2,000,000 per claim and in the aggregate.

E Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

ISSUE DATE _____

CERTIFICATE OF INSURANCE

This is to certify to the CITY OF PENDLETON that a CERTIFICATE OF INSURANCE is issued co-insuring the City of Pendleton as described below and that the insurer agrees that it shall notify the City in writing, of material change, or any expiration or of any cancellation of the below described policies not less than thirty (30) days prior to such change, expiration, or cancellation may become effective and that such notice shall be made by certified mail, return receipt requested, to the City of Pendleton at the following address: 500 S. W. Dorion Avenue, Pendleton, Oregon 97801.

COMPANIES AFFORDING COVERAGE

Insured _____
Company Letter A _____
Company Letter B _____
Company Letter C _____
Company Letter D _____
Company Letter E _____

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES EXCEPT WHERE, A CONTRACT BETWEEN THE INSURED AND THE CITY OF PENDLETON REQUIRES OTHERWISE.

TYPE OF INSURANCE (Check One)	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIABILITY LIMITS IN THOUSANDS	
				EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> Claims Made					
<input type="checkbox"/> Occurrence					
GENERAL LIABILITY				BODILY INJURY	\$ \$
<input type="checkbox"/> COMPREHENSIVE FORM					
<input type="checkbox"/> PREMISES/OPERATIONS					
<input type="checkbox"/> UNDERGROUND					
<input type="checkbox"/> EXPLOSION & COLLAPSE				PROPERTY DAMAGE	\$ \$
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS					
<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED	\$ \$
<input type="checkbox"/> INDEPENDENT CONTRACTORS					
<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
<input type="checkbox"/> PERSONAL INJURY				PERSONAL INJ.	\$ \$
AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/> ANY AUTO					
<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)					
<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS)				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/> GARAGE LIABILITY					
<input type="checkbox"/>				BI & PD COMBINED	\$
EXCESS LIABILITY				BI & PD COMBINED	\$
<input type="checkbox"/> UMBRELLA FORM					
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
				\$ _____	(each accident)
				\$ _____	(disease policy limit)
				\$ _____	(disease each employee)
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
SPECIAL INSTRUCTIONS INDICATE WITH RESPECT TO EACH OF THE GENERAL CATEGORIES OF INSURANCE, IE. GENERAL LIABILITY, AUTO LIABILITY, EXCESS LIABILITY AND THE LIKE, WHETHER OR NOT THEY COVER THE BOXES ABOVE. SPECIFICALLY, THE CITY WANTS TO KNOW WHETHER BY CHECKING ONE OF THE BROAD COVERAGES ALL THE COVERAGES LISTED ARE ALSO INCLUDED. IN ADDITION, WITH RESPECT TO AGGREGATE LIMITS PLEASE INDICATE WHETHER THE AGGREGATES ARE FOR ONE OCCURRENCE OR AGGREGATE DURING THE LIFE OF THE POLICY WITH RESPECT TO EACH.					

CERTIFICATE HOLDER

CANCELLATION

This is to certify to the CITY OF PENDLETON that a CERTIFICATE OF INSURANCE is issued co-insuring the City of Pendleton as described below and that the insurer agrees that it shall notify the City in writing, of material change, of any expiration, of any cancellation of the below described policies not

less than thirty (30) days prior to such change, expiration, or cancellation may become effective and that such notice shall be made by certified mail, return receipt requested, to the City of Pendleton at the following address: 500 SW Dorion Avenue, Pendleton, OR 97801.

AUTHORIZED REPRESENTATIVE _____

7. SPECIAL CONDITIONS

The following Special Conditions apply to any contractors/subcontractors performing work on this project:

- A. The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or materials for the prosecution of the work provided in the Contract.
- B. The Contractor shall provide workers' compensation insurance coverage for all individuals, others than those exempt under ORS 656.027, who perform labor under the Contract before labor under the Contract commences. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the Contract.

A copy of each insurance policy, or certificate thereof, issued by a responsible and solvent insurance corporation or association authorized to issue such policy or policies under the laws of the State of Oregon shall be delivered to the City within a reasonable period of time after the same is issued by the company or companies or associations issuing such policy or policies. All said policies or certificates shall provide for a minimum of thirty (30) days notice to the City in the event of cancellation or material change in the terms.

- C. The Contractor will not permit any lien or claim to be filed or prosecuted against the City on account of any material or labor furnished to the Contractor.
- D. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
- E. The Contractor shall demonstrate that an employee drug testing program is in place.
- F. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim shall become due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim. {ORS 279C.515; OAR 839-025-0020(2)(a)}
- G. **The Proposer shall, prior to contract execution, notify the Parks and Recreation Director in writing the names of the subcontractors providing work for this project on the form attached to the end of these Special Conditions. If no subcontractors need to be disclosed, enter "NONE" on the form and submit it. Submission of the subcontractor's disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370). (See form attached)**
- H. In addition to required performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies who work on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law, shall file a \$30,000 Public Works Bond with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830 and ORS 279C.836}. **(See form attached)**

This bond applies to ALL CCB licensed and non-CCB licensed subcontractors. Contractors must include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the CCB and must verify that subcontractors have filed a Public Works Bond before permitting subcontractor to start work on a

project, unless exempt. For more information regarding this requirement, contact the Construction Contractors Board at (503) 378-4621.

- I. If the Proposer or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receipt of payment from the public contracting agency or a contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due is nine percent per annum. The amount of interest may not be waived.
- J. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract shall contain a clause setting forth this requirement.
- K. If requested in writing by a subcontractor, the Contractor, within ten (10) calendar days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to the public contracting agency or pay document provided by the public contracting agency to the Contractor specifically related to any labor or materials supplied by the first-tier subcontractor.
- L. Except where the Contractor is a party to a collective bargaining agreement in effect with a labor organization, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; or
 - b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; and
 - c. For all work performed on Saturday and on the following legal holidays:
 - (i) Each Sunday.
 - (ii) New Year's Day on January 1.
 - (iii) Memorial Day on the last Monday in May.
 - (iv) Independence Day on July 4.
 - (v) Labor Day on the first Monday in September.
 - (vi) Thanksgiving Day on the fourth Thursday in November.
 - (vii) Christmas Day on December 25.
 - d. Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as a legal holiday. (ORS 279C.540)
 - e. The Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. (ORS 279C.520)
- M. Contractor must promptly pay for an employee's medical services Contractor has agreed to pay. (ORS 279C.530)
- N. Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on

the Contract, shall be paid not less than the applicable prevailing rate of wage as required by ORS Chapter 279C. **The existing prevailing wage rates in effect on January 1, 2024, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages are available online at www.oregon.gov/boli or upon request by calling (971) 673-0839.**

If a project begins with a total project cost under \$50,000, but change orders increase the project cost to more than \$50,000, the entire project will be subject to the prevailing wage rate law, including all work already performed on the project. {OAR 839-025-0100(1)(a)}

- O. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing or pay for such service.
- P. Any and all employees of Contractor or their contractors while engaged or performing any work or services required by them under this agreement shall be considered their employees only and not employees of the City and any claims that may arise under the Workers' Compensation Act on behalf of the said employees while so engaged in any and all claims made by third parties as a consequence of any act or omission on the part of them or their employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation responsibility of Contractor and/or their contractors. The parties to this agreement recognize that Contractor and their employees, officers, agents and subcontractors are providing professional services as independent contractors and are not providing services as employees of the City and are therefore not entitled to the benefits provided by the City to his employees, including but not limited to Workers' Compensation benefits, group health insurance, social security, pension plans, or any other benefit accruing to City's employees. Contractor hereby agrees to hold the City harmless from, and shall process and defend at their own expense, all claims, demands, or suits of whatever nature, brought against them arising from their performance under this agreement. Contractor shall advise their officers, agents, employees and subcontractors of this provision.
- Q. The Contractor shall keep himself informed and at all times comply with any ordinance, laws, and regulations dealing with the preservation of environmental pollution and the preservation of natural resources that may be affected in the performance of the Contract. The following are a list of agencies that may have enacted ordinances or regulations dealing with the preservation and environmental pollution and the preservation of natural resources:

Federal Agencies:

Agriculture, Department of
Forest Service
Soil Conservation Service
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development,
Department of Solar Energy and Energy
Conservation Bank
Interior, Department of
Bureau of Land Management
Bureau of Indian Affairs

Bureau of Mines
Bureau of Reclamation
Geological Survey
Mineral Management Service
U.S. Fish and Wildlife Service
Labor, Department of
Occupational Safety and Health Administration
Mine Safety and Health Administration
Transportation, Department of
Coast Guard
Water Resources Council

State Agencies:

Administrative Services, Department of
Dept of Agriculture
Department of Consumer & Business Services,
State of Oregon
Occupational Safety & Health Division
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Health Division
Historic Preservation Office
Human Resources, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Transportation, Department of
Water Resources Department

Local Agencies:

City of Pendleton City Council
Umatilla County Commissioners
Board of Port of Umatilla
Fire Protection Districts
City of Pendleton Planning Commission
Umatilla County Planning Commission
Confederated Tribes of the Umatilla Indian
Reservation

- R.** No contract for construction will be awarded or considered by the City unless the contractor/subcontractor is registered with the Construction Contractors Board as required by ORS Chapter 701 or the State Landscape Contractors Board as required by ORS 672.530. In addition, the contractor and subcontractors must obtain a City of Pendleton Business License as follows:
- a. Any contractor or subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must obtain a City of Pendleton Business License or comply with the alternative in paragraph 19.c. below.
 - b. The Contractor or any subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must include, as part of the application for a City of Pendleton business license, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
 - c. A prime contractor engaged in a construction project may obtain a Construction Project License as an alternative to obtaining a City of Pendleton Business License for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of a Business License for subcontractors only and is in addition to the Business License of the prime contractor. The application for a Construction Project License must contain, among other items, a signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board is also required.
- S.** The Oregon Government Standards and Practices laws may apply to Contractor. ORS 244.040(1)(a) prohibits any government officer, employee, or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. For further information on this matter contact the Oregon Government Standards and Practices Commission; 100 High Street SE, Suite 220; Salem, Oregon 97310; phone 503/378-5105.
- T.** If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.
- U.** This agreement and the parties rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.
- V.** Normal working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. Work may extend beyond this time period with prior written permission from the City. The Contractor shall notify the City forty-eight (48) hours in advance of time work will be performed on Saturdays, Sundays or Holidays or other than normal working hours.
- Per Ordinance No. 2287, no work that produces dust or flying debris shall be performed or equipment utilized that produces noise of sufficient volume to disturb the sleep or repose of occupants of neighboring property between the hours of 6:00 p.m. and 7:00 a.m. without express written permission from the City.
- W.** The Contractor shall plan, coordinate and be responsible for all construction work and proceed with minimum interference to the operation of any existing facilities or other construction work. Prior to starting the construction, confer with the City to develop an approved construction schedule, which will permit the facility to function as normal as practical during the construction. If it becomes necessary to do certain parts of the construction outside normal working hours, or change/modify sequence of activities in order to avoid undesirable conditions, it shall be the obligation of the Contractor to do this work at such a time at no additional cost to the City.

- X. The Contractor shall maintain proper and required construction related impact controls, including controls for such impact as noise, dust, erosion and hours of operation.
- Y. The Contractor shall provide and receive written approval from the City of Pendleton a payment schedule prior to construction.
- Z. All existing features including, but not limited to, roadways, driveways/easements, structures, lots, curbs, sidewalks, fences, walls, plantings, ditches, mailboxes, signs, irrigation, piping and utilities disturbed during construction shall be restored to "AS GOOD or BETTER" than original condition unless otherwise specified in the plans/specifications. If a utility is damaged during construction, the Contractor shall contact owner of the utility for inspection of damage prior to repairs. Contractor shall repair all utility services damaged during construction, and such repair shall be considered incidental.

If an irrigation system is impacted in any way, Contractor will cap affected area and notify property owner immediately (within the hour). If related to form work, once forms are pulled, Contractor will re-establish fully functioning irrigation system "AS GOOD or BETTER" within 24-hours of forms being pulled and notify property owner of repair by the close of the work day.

If plantings are affected in any way, Contractor will notify the property owner immediately (within the hour). If planting is compromised or dies, Contractor will re-establish plantings within 48 hours and/or a damaged irrigation system becoming fully functioning.

AA. Recovery of Costs:

As work on the Contract progresses, the City shall upon request, inform the Contractor of all accrued costs. If punch list items are not completed after the 12-month period following substantial completion, the City will retain the remaining retainage and consider the Contract closed. The City will complete the punch list items and any cost above the remaining retainage withheld will be sought by placing a lien against the Contractor's bond.

BB. Final Payment:

Upon completion of the work, Contractor shall notify City in writing that they have completed their part of the Contract and shall request Final Payment. Final Payment or any part of the retained percentage will be withheld upon the option of the City until the Contractor submits to the City an Affidavit Certifying Contractor Payment for Labor, Services and Materials, Compliance with Labor Provisions and Contractor's Acceptance of Final Payment. (see Affidavit attached to end of this Section)

CC. Oregon's Reciprocal Preference Law:

ORS 279A.120 requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state. That is, if the low bidder is from a state that grants a 10 percent preference to its own in-state bidders, the Oregon agency must add 10 percent to that bidder's price when evaluating the bid.

ORS 279A.120(2) states: For the purposes of awarding a public contract, a contracting agency shall:

- (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

The Oregon Department of Administrative Services (DAS) has gathered information on preference laws of all states. For more information please visit: <https://www.oregon.gov/DAS/Procurement/Pages/Index.aspx>.

DD. In-State Tie-Bid Awards:

All state and local contracting agencies shall give preference to in-state offerors if their offers are the same as nonresident offerors.

EE. Nonresident Bidders:

ORS 279A.120(3) states: “When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.”

To view ORS 279A.120, visit: www.oregonlegislature.gov

For information about DOR requirements, visit: www.oregon.gov/DOR.

FF. Damage of existing structure:

When the existing structure or facility, which is intended to remain, is damaged by the Contractor during demolition or construction, the Contractor shall promptly repair and replace the damaged portion of the facility at no cost to the City.

GG. Street closures and notifications:

Streets may be closed as approved by City of Pendleton on a case-by-case basis. Contractor will be responsible for all necessary signing and public notification and will give a minimum forty-eight (48) hours advance notification to the City and all residents and businesses along a street scheduled for reconstruction. Overall schedule must be submitted to and approved by City five (5) days prior to commencing work. City will publish schedule with local media to help with public notification

In the Event of Street Closures Public notification by the Contractor must also be sent to the following:

- First Student Bus Company
- Kayak Public Transit
- Let ‘er Bus Transit
- Umatilla County Dispatch
- Police Chief
- Fire Chief

Contact information for the above can be provided by City.

DATED: _____, 2024

Contractor: _____

By: _____

ARROWS IN RECONSTRUCTION AREA SPECIFY FLOW DIRECTION OF WATER

ZAMBONI DOOR OPTION 1

EXTENTS OF RECONSTRUCTION
12,125 SQ FT

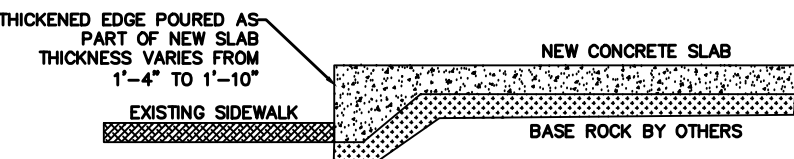
ZAMBONI DOOR OPTION 2

POUR THICKENED EDGE TO REPLACE STACKED BLOCK WALL
DEPTH VARIES FROM 1'-4" TO 1'-10"

CITY TO REMOVE AND REPLACE EXISTING DECORATIVE FENCE ALONG SIDEWALK

NEW STORM CATCH BASIN TO BE PROVIDED AND INSTALLED WITH STUB OUT FOR FUTURE CONNECTION

THICKENED EDGE DETAIL



SIDEWALK TO BE REPLACED (BY OTHERS)

PVC STORM PIPE TO BE INSTALLED (BY OTHERS)

EXISTING STORM CATCH BASIN TIE IN (BY OTHERS)

NEW STAIRS TO BE INSTALLED

OPEN SKATE DOOR

70' x 112'

Players Bench

6' Players Bench

6'

General Notes

BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.

RENEWAL: 06/30/2022
SIGNED: _____

No.	Revision/Issue	Date

Firm Name and Address

CITY OF PENDLETON
ENGINEERING DEPT
500 SW DORION AVE.
PENDLETON, OR 97801
(541) 966-0203

Project Name and Address

ICE RINK RECONSTRUCTION

Project ICE RINK	Sheet 1
Date DEC 2023	
Scale	