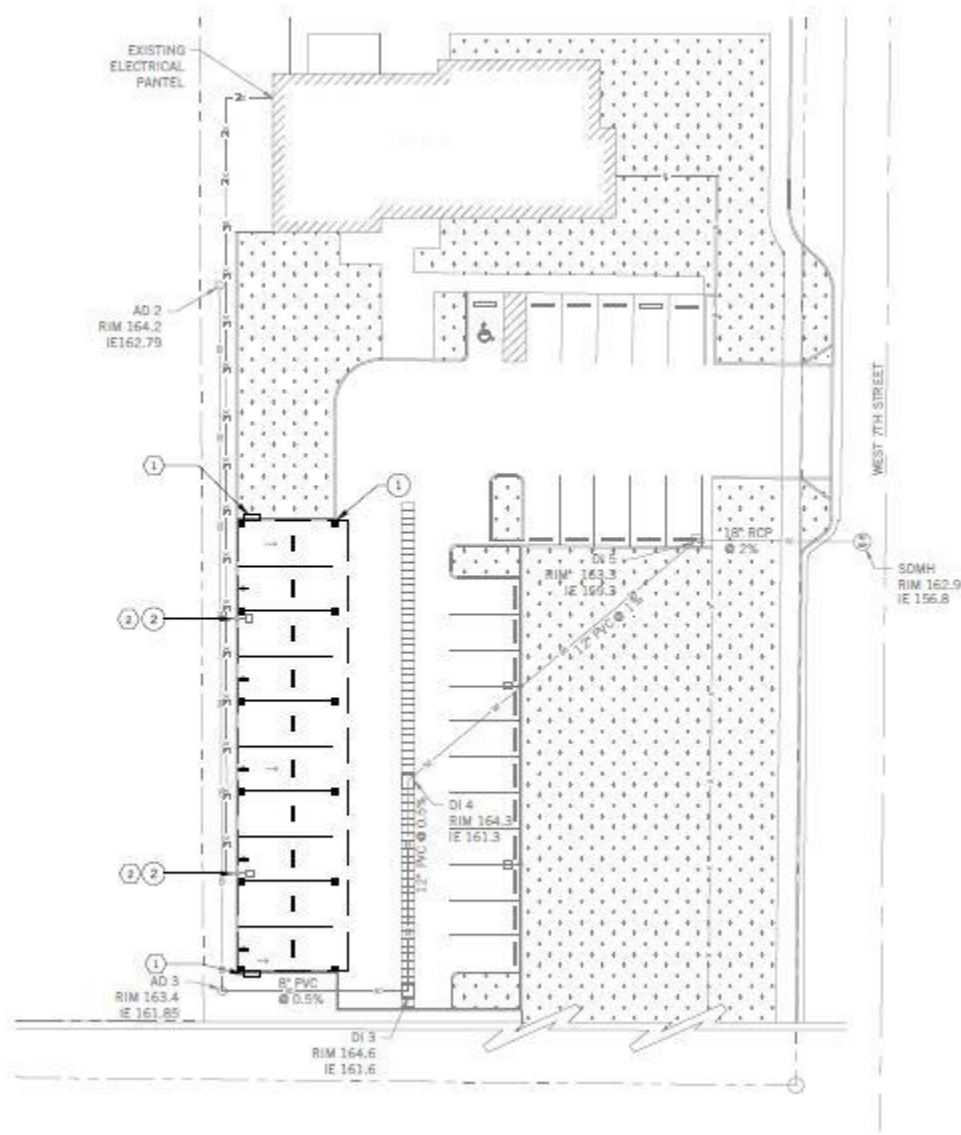


MID COLUMBIA ECONOMIC DEVELOPMENT DISTRICT

INVITATION TO BID:

BUS SHELTER AND GATE REPLACEMENT

802 CHENOWITH LOOP, THE DALLES, OR 97058



ISSUE DATE: APRIL 19, 2019

SUBMITTAL DEADLINE: 2:00 PM PDT, MAY 10, 2019



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**INVITATION TO BID**  
**MID COLUMBIA ECONOMIC DEVELOPMENT DISTRICT**  
**GENERAL CONTRACTOR FOR BUS SHELTER & GATE REPLACEMENT**

**Responses due by 2:00 PM PST, MAY 10<sup>th</sup>, 2019**

**NOTICE IS HEREBY GIVEN**, the Mid-Columbia Economic Development District (MCEDD) is seeking bids from qualified General Construction (GC) firms for the construction of the proposed Bus Shelter and Gate Replacement located at 802 Chenoweth Loop Road, The Dalles, Oregon, 97058. This project is expected to be an approx. 1,850 SF pre-manufactured metal building that will shelter parked buses as well as a replacement vehicle gate at the entrance to the property.

The objective is to invite contractors to submit sealed bids for the Project. Bids may be submitted for Part A: Bus Shelter, Part B: Gate Replacement, Part C: Foundation Only, or all parts A, B, and C. Therefore, MCEDD may select the most advantageous bids based on the evaluation criteria set forth in this packet.

The ITB is the initial step in the selection process to retain a GC to construct the Bus Shelter and Gate Replacement in The Dalles, Oregon. Responses will be reviewed and ranked according to lowest price qualified bidder.

A copy of the ITB packet and the design documents may be obtained from:  
[www.hoodriverengineers/mcedd](http://www.hoodriverengineers/mcedd)

All bids must be sealed and clearly marked: **MCEDD Bus Shelter & Gate Replacement** and received at Hood River Consulting Engineers by **2:00 p.m. May 10<sup>th</sup>, 2019**. Only **paper responses will be accepted**. Any bids received after that date and time, or not submitted in the proper manner, will not receive further consideration.

MCEDD reserves the right to reject any and all bids received as a result of this ITB, to waive any irregularities, and to accept the bids deemed to be in the best interest of the District. Preparation and submission of a bid is at the proposer's sole risk and expense.

## BIDDER'S SUBMITTAL CHECKLIST

Responses to this Solicitation must be submitted by the time designated in the advertisement for the Invitation to Bid. Any Bid submitted after the designated closing time or to any other location may be determined nonresponsive and will not be evaluated. It is the responsibility of the Bidder to deliver the solicitation response by the indicated deadline to the designated location.

If the Respondent submits a bid via a delivery service (Fedex, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the solicitation must be written on the outside delivery service packaging.

Respondents must **submit one (1) copy** of their bid.

Bidders must **submit the following items in this order:**

- ☐ Introductory Letter
- ☐ ITB Requirements, Section 4
- ☐ Bid Form with Required Bid Bonds (*Exhibit A*)
- ☐ Certification Statement for Corporations or Independent Contractors (*Exhibit B*)
- ☐ Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (*Exhibit C*)
- ☐ Non-Collusion and Conflict of Interest Certification (*Exhibit D*)
- ☐ Certification of Insurance Requirements (*Exhibit E*)
- ☐ Lobbying Certification (*Exhibit F*)
- ☐ Copy of Contractor's License
- ☐ Signed Addenda (if applicable)

# SECTION 1 – BACKGROUND AND INFORMATION

This ITB is issued under the provisions of the Oregon Revised Statutes Chapters 279A, 279C, and the MCEDD public contracting rules. All Bidders are charged with presumptive knowledge of the cited authorities. Submission of a valid bid by any Bidder shall constitute admission of such knowledge of the part of such Bidder. Failure to be licensed may cause the District to reject the bid as non-compliant.

## 1.1 INTRODUCTION

The “Mid Columbia Economic Development District” (the District, Owner, MCEDD) is seeking “Qualifications” from general construction (GC) firms for the Bus Shelter & Gate Replacement construction project described below (the Project). The Project is to build a Bus Shelter and Replacement Gate at 802 Chenoweth Loop Road, The Dalles, Oregon. The pre-manufactured metal building has been designed by Hood River Consulting Engineers and the overall square foot requirement for the proposed Bus Shelter is appx. 1,850 SF.

This packet will contain the required information, forms, and instructions for contractors to bid on this project. All Bidders must be registered and licensed with the Oregon Construction Contractors Board prior to submitting a SOQ. Failure to be licensed may cause the District to reject the Statement of Qualifications as non-responsive.

If selected and awarded a contract, the GC firm will be a part of a construction team composed of the District, and the Design Consultant and Owner’s Representative – Hood River Consulting Engineers, through the completion of the Project. The GC firm will be skilled in constructing, developing schedules, understanding construction methods and techniques, and coordinating construction processes. The GC will communicate the construction-related aspects of the Project to all team members throughout the construction phases. In addition, the GC will be familiar with the local labor and subcontracting market.

## 1.2 BACKGROUND

The Mid Columbia Economic Development District hired Hood River Consulting Engineers, from Hood River, Oregon, as the Design Consultant and Owner’s Representative for the design and construction management of this project.

## SECTION 2 – INSTRUCTIONS FOR BIDDERS

### 2.1 SELECTION PROCEDURE

MCEDD is requesting a bid from qualified General Contractors (GC) interested in providing GC services for the proposed Bus Shelter & Gate Replacement. The GC selection process consists of the following steps summarized below:

- A. **INVITATION TO BID PHASE.** As provided by ORS, the District is utilizing this invitation to bid as the first step in the selection process to select a General Contractor for construction of a new Bus Shelter & Gate Replacement. Contractors are invited to respond to this packet with all required documents and the bid form.
- B. **CONSTRUCTION CONTRACT AWARD.** The District will award a contract to the lowest responsive, responsible bidder(s).

### 2.2 ISSUING OFFICE AND SUBMITTAL LOCATION

MCEDD'S representatives: Hood River Consulting Engineers will issue the Invitation To Bid and will be the point of contact for the District for questions, concerns, and protests.

Each Bidder shall provide one copy of their bid to the following submittal address. Responses must be received by Hood River Consulting Engineers not later than **2:00 p.m. PST, Monday, May 10, 2019.**

#### Submittal Address & Process Questions:

Hood River Consulting Engineers  
Adam Goddin, PE, Purchasing Coordinator  
1784 May Street,  
Hood River, OR 97031

#### Technical Questions/Scope of Work:

Hood River Consulting Engineers  
Adam Goddin, PE, Purchasing Coordinator  
1784 May Street,  
Hood River, OR 97031

Only sealed paper bids will be accepted. Telephone, facsimile, or electronically transmitted Responses will not be accepted. Responses received after the specified date and time will not be given further consideration. Respondents submitting bids are solely responsible for the means and manner of their delivery and are encouraged to confirm delivery prior to the deadline.

## **2.3 ANTICIPATED PROCUREMENT TIMELINE**

The District anticipates the following general timeline for receiving and evaluating Responses and inviting qualified Contractors to bid on the Project. The timeline listed below may be changed if it is in the District's best interest to do so.

### Pregualification of General Contractors

Solicitation Starting Date	April 19, 2019
Questions or Solicitation Protests Due	2:00 PM April 22, 2019
Last Date for Addenda Issued	1:00 PM April 26, 2019
ITB Solicitation Closing	2:00 PM May 10, 2019
Public Bid Opening at MCEDD Office	9:00 AM May 13, 2019
Notice of Award to Apparent Low Bidder	1:00 PM May 13, 2019
Protest Period	May 13-15, 2019

## **2.4 CHANGES TO THE SOLICITATION BY DISTRICT ADDENDA**

The Mid Columbia Economic Development District reserves the right to make changes to the ITB by written addendum, which shall be issued to all prospective bidders known to have received the Solicitation Document.

A prospective bidder may request a change in the ITB by submitting a written request to the address set forth above. The request must specify the provision of the ITB in question and contain an explanation for the requested change. All requests for changes or additional information must be submitted to MCEDD no later than the date set in the ITB Schedule.

MCEDD will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Purchasing Coordinator's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above. Any addenda shall have the same binding effect as though contained in the main body of the ITB. Oral instructions or information concerning the scope of work of the project given out by MCEDD representatives or agents to the prospective Bidders shall not bind MCEDD. All addenda, clarification, and interpretations will be posted on the MCEDD website. Bidders known by MCEDD to have received a complete set of the Response documents will receive notification when additional items are posted.

1. Each Bidder shall ascertain, prior to submitting a Response, that the Bidder has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the Response submittal.

## **2.5 SOLICITATION PROTESTS**

A protest of any provision in this ITB must be made in writing and directed to the Purchasing Coordinator at the address listed in the ITB and shall be received no later than the date listed in the ITB Schedule. Any protest must address the requirement, provision or feature of this ITB or its attachments, that the potential Bidder believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

## **2.6 COST OF PREPARATION OF RESPONSE**

Costs incurred by any Bidder in preparation of a response to this ITB shall be the responsibility of the Bidder.



## **2.7 CANCELLATION AND LATE RESPONSES**

MCEDD reserves the right to cancel this ITB solicitation any time before issuance of a resulting RFP if cancellation is deemed to be in the District's best interest. In no event shall MCEDD have any liability for the cancellation of award.

All Solicitation Responses that are not received by the deadline stated in the ITB Schedule will be considered late. Delays due to mail and/or delivery handling do not excuse the Bidder's responsibility for submitting the Solicitation Response to the correct location by the stated deadline.

## **2.8 CONDITIONS OF SUBMITTAL**

By the act of submitting a response to this ITB, the Bidder certifies that:

1. The Bidder and each person signing on behalf of any Bidder certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by MCEDD, has a direct or indirect financial interest in the Response, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Bidder's response to this solicitation.
2. The Bidder has examined all parts of the Invitation to bid, including all requirements and contract terms and conditions thereof, and, if its Response is accepted, the Bidder shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Bidder.
3. The Bidder, if an individual, is of lawful age; is the only one interested in this Response; and that no person, firm, or corporation, other than that named, has any interest in the Response, or in the proposed contract.
4. The Bidder has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds.
5. The Bidder will comply fully with the specifications for the Project.
6. The Bidder can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this ITB.

## **2.9 BIDDER REQUESTS INTERPRETATION OF ITB DOCUMENTS**

1. Bidders shall promptly notify the Purchasing Coordinator, Adam Goddin, PE, of Hood River Consulting Engineers, of any ambiguity, inconsistency or error, which they may discover upon examination of the Response Documents.
2. Bidders requiring clarification or interpretation of the Response Documents shall make a written request for same to the Purchasing Coordinator at the submittal location listed above.
3. MCEDD shall make interpretations, corrections, or changes of the Response Documents in writing by published Addenda. Interpretations, corrections, or changes of the Response Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between MCEDD and a Bidder as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of MCEDD shall be final and binding upon all parties.
5. MCEDD may to the maximum extent allowed by law, waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

## **2.10 BIDDER REQUESTS FOR ADDITIONAL INFORMATION**

Requests for information regarding MCEDD services, programs, or personnel, or any other information shall be submitted in writing directly to the Purchasing Coordinator at the address in the Request for Responses. All requests for additional information shall be submitted in writing. Answers shall be provided to all Bidders of record on the date that answers are available.

## **2.11 DISTRICT TO REQUEST CLARIFICATION AND ADDITIONAL RESEARCH**

1. MCEDD reserves the right to obtain clarification of any point in a Response or to obtain additional information necessary to properly evaluate a Response. Failure of a Bidder to respond to such a request for additional information or clarification could result in a finding that the Bidder is non-responsive and consequent rejection of the Response.
2. MCEDD may obtain information from any legal source for clarification of any Response or for information on any Bidder. MCEDD need not inform the Bidder of any intent to perform additional research in this respect or of any information thereby received.
3. MCEDD may perform, at its sole option, investigations of the responsible Bidder. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by MCEDD, become part of the public records and may be disclosed accordingly.
4. The District reserves the right to investigate references including customers other than those listed in the Bidder's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the District.

## **2.12 REJECTION OF RESPONSES**

MCEDD reserves the right to reject any or all Responses received as a result of this request.

Responses may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Bidder to adhere to one or more of the provisions established in this ITB.
2. Failure of the Bidder to submit a Response in the format specified herein.
3. Failure of the Bidder to submit a Response within the time requirements established herein.
4. Failure of the Bidder to adhere to ethical and professional standards before, during, or following the Response process.
5. Convenience of Owner

MCEDD may reject any Response not in compliance with all prescribed public procurement procedures or requirements, and may reject for good cause any or all Responses upon a finding of MCEDD that it is in the public interest to do so.

## **2.13 MODIFICATION OR WITHDRAWAL OF RESPONSE BY BIDDER**

1. A Response may not be modified, withdrawn, or canceled by the Bidder for 60 (sixty) calendar days following the time and date designated for the receipt of Responses.
2. Responses submitted early may be modified or withdrawn only by notice to MCEDD Purchasing Coordinator, at the Response submittal location, prior to the time designated

for receipt of Responses. Such notice shall be in writing over the signature of the Bidder. All such communications shall be so worded as not to reveal the amount of the original Response or any other material contents of the original Response.

3. Withdrawn Responses may be resubmitted up to the time designated for the receipt of Responses if they are then fully in conformance with these Instructions to Bidders.

## **2.14 RESPONSE OWNERSHIP**

1. All Responses submitted become and remain the property MCEDD and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, MCEDD shall make available to any person requesting information through MCEDD's processes for disclosure of public records, any and all information submitted as a result of this solicitation without obtaining permission from any Bidder to do so after the Notice of Intent to award has been released.

## **2.15 AFFIRMATIVE ACTION**

By submitting a Response, the Bidder agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

## **2.16 DISADVANTAGED, MINORITY, WOMEN, & EMERGING SMALL BUSINESSES (DMWESB)**

MCEDD encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Bidders may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

By submitting a Response, the Bidder specifically certifies, under penalty of perjury, that the Bidder has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

## **2.17 NOTIFICATION OF BID RESULTS**

All responsive, responsible Bidders evaluated by this ITB will be notified of the bid results.

## **2.18 PROTEST OF COMPETITIVE RANGE SELECTION**

A Bidder may protest the selection of the awardee if the Bidder claims to have been adversely affected or aggrieved by the selection of a competing Bidder. Bidders may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based.

The following procedure applies to Bidders who protest the Notice of the Competitive Range, OAR 137-049 -0450(5). All protests must be in writing and physically received at the Hood River Consulting Engineers, seven (7) calendar days from the date of the Notification of Competitive Invitation to Bid - General Contractor for BUS SHELTER & GATE REPLACEMENT

Range selection. Protests shall be addressed to the Purchasing Coordinator, Adam Goddin, PE, at the submittal address listed in Section 2.2. Protests not filed within the time specified or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

**2.19 DEFINITIONS** (as used in these contract documents, except where the context otherwise clearly requires)

DISTRICT, OWNER means the Mid Columbia Economic Development District.

DISTRICT'S REPRESENTATIVE, CONTRACT ADMINISTRATOR means the person or persons designated by the District to administer this Contract and monitor compliance hereunder.

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this Contract and setting forth the obligations of the parties, including the Invitation to bid, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Bidder Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, SOQ Response, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, FIRM, OR BIDDER means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measurable to determine that all conditions and acceptable performance are met.

GC means General Contractor.

INVITATION TO BID (ITB) means the process to solicit Bids from a Person or Firm for a defined Project or Purchase.

RESPONSIVE RESPONSE means an Offer or Response that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

STATEMENT OF TIME means a period of time, unless stated as a number of District business days, shall include Saturdays, Sundays, and holidays. The word "day" as used in this ITB document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

## SECTION 3 – PROJECT SPECIFICATIONS

### 3.1 PROJECT DESCRIPTION

The Project will consist of construction of a new Bus Shelter and Gate Replacement located at 802 Chenoweth Loop Road, The Dalles, Oregon 97058. The project is expected to be an approx. 1,860 SF pre-manufactured metal building that will shelter parked buses as well as a replacement entry gate to the property. The bus shelter was designed by Hood River Consulting Engineers and the gate was designed by Pivot Architecture.

Construction is anticipated to begin Summer 2019. Construction is expected to be complete by December 2019. The completed project is intended to be a functional structure and improved gate that can be fully used for the intended functions as constructed.

### 3.2 PROJECT TEAM

This project involves multiple stakeholders, committees, and team members.

1. Mid-Columbia Economic Development District - Board of Directors
2. Project Management Team (PMT) – The main responsibility of the Team is to manage the Project. The PMT will be composed of District staff, the Design Consultant and Owner's Representative (Hood River Consulting Engineers) and the Construction Contractor. It is anticipated the Project Management Team will meet regularly. This team will review the status of the project and provide guidance on project issues and goals.

### 3.3 PROPOSED PROJECT SCHEDULE

The proposed Project Schedule includes:

- |   |                 |
|---|-----------------|
| • Finalize facility design                              | January 31 2019 |
| • Issue solicitation for project construction           | April 19, 2019  |
| • Begin construction                                    | June 24 2019    |
| • Complete construction of the facilities for occupancy | December 2 2019 |

## **SECTION 4 – RESPONSE SUBMITTAL REQUIREMENTS**

### **4.1 RESPONSE SUBMITTAL INSTRUCTIONS**

Failure to comply with these instructions may result in the rejection of the Bid.

- A. Bids must be submitted on letter-sized (8.5" x 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.

### **4.2 JOINT RESPONSES**

If Bidder is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the Response and any contracts on behalf of both itself and the Bidder, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the Response setting forth the business and service delivery agreements between the parties.

### **4.3 ITB SUBMITTAL CONTENT**

The following items will be considered a responsive bid:

1. Bid Form with Bid Bond of 10% of bid (Exhibit A)
2. Certification Statement for Corporation or Independent Contractor (Exhibit B)
3. Bidder Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C)
4. Non-Collusion and Conflict of Interest Certification (Exhibit D)
5. Certification of Insurance Requirements (Exhibit E)
6. Lobbying Certification (Exhibit F)

## **SECTION 5 – EVALUATION CRITERIA**

### **5.1 SELECTION PROCESS**

Bidders must meet the requirements listed in this ITB. The District reserves the right to reject any or all Bids and is not liable for any costs the Bidder incurs while preparing the Bid. All Bids will become part of the public file, without obligation to the District. The lowest price qualified bidder will be selected for this project.

### **5.2 FINANCIAL RESPONSIBILITY**

The District reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed Bid shall constitute approval for the District to obtain any credit report information deemed necessary to conduct the evaluation. The District shall notify the firms, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission. The District may postpone an award or execution of a contract or selection of finalists for the Competitive Range in order to complete its investigation and evaluation. Failure of a firm to demonstrate financial responsibility shall render them non-responsible and shall constitute grounds for response rejection.

## EXHIBIT A – BID FORM

FOR: The Dalles Transit Center: Bus Shelter and Gate Replacement  
Mid Columbia Economic Development District  
The Dalles, Oregon 97058

BID TO: Hood River Consulting Engineers  
1784 May Street  
Hood River, Oregon 97031  
541-436-4723

BID FROM: \_\_\_\_\_  
(Name of Bidder)

(Address)

\_\_\_\_\_, \_\_\_\_\_  
(City) (State) (Zip Code)

(Telephone Number) (Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.



## 1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of Oregon and the Bidding Documents; b) they have carefully read and examined the Bidding Documents for the proposed Work on this Project; c) they have examined the site of the proposed Work and all Information Available to Bidders; d) they have become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to MCEDD the Agreement in triplicate and furnish to MCEDD all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 180 days after the date of commencement specified in the Notice to Proceed.

## 2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from MCEDD at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

## 3.0 BID BOND REQUIREMENTS

A. Include a bid bond of 10% of bid amount.

B. According to ORS 279C.380, a successful bidder for a public improvement contract shall promptly execute and deliver to the contracting agency the following bonds:

1. 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. The performance bond must be solely for the protection of the contracting agency that awarded the contract and any public agency or agencies for whose benefit the contract was awarded.

2. A payment bond in an amount equal to the full contract price, solely for the protection of claimants under ORS 279C.600.

4.0 LUMP SUM BASE BID (A+B+C)

The following amount is for construction of BUS SHELTER and GATE REPLACEMENT

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(Place figures in appropriate boxes.)

4.1 Bus Shelter Only (A)

The following amount is for construction of ATTACHMENT A – BUS SHELTER

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(Place figures in appropriate boxes.)

4.2 Gate Only (B)

The following amount is for construction of ATTACHMENT B – GATE REPLACEMENT

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(Place figures in appropriate boxes.)

4.3 Foundation Only (C)

The following amount is for construction of ATTACHMENT A – FOUNDATION ONLY

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(Place figures in appropriate boxes.)

4.4 Itemized Bid Details: provide dollar amounts below for line items pertinent to your bid.

Item # (from above) \_\_\_\_\_

Labor \_\_\_\_\_

Misc. Materials \_\_\_\_\_

PEMB Building \_\_\_\_\_

Concrete \_\_\_\_\_

Electrical \_\_\_\_\_

Gate/Fencing \_\_\_\_\_

(attach additional sheets as necessary)

4.5 First Tier Subcontractors (per ORS Requirements 279C.370)

PROJECT NAME: \_\_\_\_\_

BID #: \_\_\_\_\_

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

DOLLAR CATEGORY

1) \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

4) \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name):

\_\_\_\_\_

Contact name: \_\_\_\_\_

Phone no.: \_\_\_\_\_

\_\_\_\_\_

## 5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder. A Bidder may be awarded either the gate, or the shelter, or the foundation, or all three: the gate, shelter, and foundation. All three items will be evaluated separately. (A+B+C), (A Only), (B Only), or (C only). MCEDD will examine any voluntary alternates and adjust bids accordingly if deemed in the best interests of MCEDD and will not share any information submitted as a voluntary alternate with any bidder who did not submit the alternate.

## 6.0 BIDDER INFORMATION

Is this bid coming from an Oregon "resident bidder" as defined by ORS 279A.120?

YES ☐ NO ☐

TYPE OF ORGANIZATION:

\_\_\_\_\_

(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF \_\_\_\_\_.

(State)

NAME OF PRESIDENT OF THE CORPORATION: \_\_\_\_\_

NAME OF SECRETARY OF THE CORPORATION: \_\_\_\_\_

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_

(Insert Names)

## 7.0 OREGON CONTRACTORS LICENSE(S):

\_\_\_\_\_

(Classification)

(License Number)

(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

## 8.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of \_\_\_\_\_ 10% Bid Bond  
(Bid Bond or Certified Check)

9.0 DECLARATION

I, \_\_\_\_\_, hereby declare that I am the

(Printed Name)

\_\_\_\_\_ of \_\_\_\_\_

(Title)

(Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was

executed at: \_\_\_\_\_

\_\_\_\_\_ (Name of City if within a City, otherwise Name of County),

in the State of \_\_\_\_\_, on \_\_\_\_\_.

(State)

(Date)

\_\_\_\_\_  
(Signature)

## EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

### A. Contractor is a Corporation, Limited Liability Company, or a Partnership

*I certify under penalty of perjury that Contractor is a (check one):*

- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Nonprofit Corporation Authorized to do business in the State of Oregon

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

### B. Contractor is a Sole Proprietor Working as an Independent Contractor

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true.

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- ☐ A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- ☐ B. Contractor bears the risk of loss related to the services provided under this Contract.
- ☐ C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- ☐ D. Contractor makes a significant financial investment in the business.
- ☐ E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT C - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Bidder to complete and sign this form may result in the rejection of the submitted offer. The Bidder will notify Purchasing Coordinator within 30 days of any change in the information provided on this form.

The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or Responses by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.
7. The bidder certifies attachment C Federal Clauses has been examined.

If Bidder is unable to attest to any of the statements in this certification, Bidder shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Bidder from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Contact Person for this Procurement

\_\_\_\_\_  
Date

## EXHIBIT D - NON-COLLUSION AND CONFLICT OF INTEREST CERTIFICATION

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Invitation to bid, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Bidder is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Response.

### Certifications

**Non-Collusion** The undersigned Bidder hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, potential Bidder, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Bidders or potential Bidders, or to secure through any unlawful act an advantage over other Bidders or the District. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Bidder without consultation with other Bidders or potential Bidders or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Bidders or potential Bidders on the part of the Bidder, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**Discrimination** The undersigned Bidder has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

**Conflict of Interest** The undersigned Bidder and each person signing on behalf of the Bidder certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the District Council, officer, employee, or person, whose salary is payable in whole or in part by the District, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Invitation to bid, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Bidder's response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the District, and all other Bidder's submittals.

Bidder must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Bidder must disclose any current or past relationship as a MCEDD employee. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

**Disadvantaged, Minority, Emerging Small Business (DMESB)** (check that applies): \_\_\_ YES \_\_\_ NO

### Signature Block

The Bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing Address, City, State, Zip

\_\_\_\_\_  
Tax ID Number/ Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date



## EXHIBIT E – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

- A. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included.** THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Response submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.
- B. **Commercial General Liability** insurance with coverage satisfactory to the District on an occurrence basis. **Combined single limit shall not be less than \$1,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits).
- C. **Commercial Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per occurrence shall not be less than \$1,000,000.**
- D. **Builder's Risk** – A policy amount of **\$1,000,000** is required to be carried by the contractor.

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Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or District approval. Contractor's coverage will be primary in the event of loss.

Contractor shall furnish a current Certificate of Insurance to the District. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage. Contractor shall immediately notify the District of any change in insurance coverage. The certificate shall also state the deductible or retention level. The District must be listed as an Additional Insured by Endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the District.

**Certificate holder should be:**

**Mid Columbia Economic Development District: 515 East Second Street, The Dalles, OR 97058**

Certificates of Insurance can be delivered to Hood River Consulting Engineers, 1784 May Street, Hood River, Oregon, 97031

Contractor's Acceptance \_\_\_\_\_ Completed by District \_\_\_\_\_

## EXHIBIT F – LOBBYING CERTIFICATION

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date / /

Signature of notary and SEAL \_\_\_\_\_

## **APPENDICES**

**ATTACHMENT A – SOLICITATION CLAUSES**

**ATTACHMENT B – FEDERAL CLAUSES FOR THE DALLES TRANSIT CENTER PROJECT**

**ATTACHMENT C – BUS SHELTER ENGINEERING PLANS ATTACHMENT**

**ATTACHMENT D – GATE REPLACEMENT ARCHITECTURAL PLANS ATTACHMENT**

# ATTACHMENT A – SOLICITATION CLAUSES

## **Additional Federal Clauses for The Dalles Transit Center Bus Shelter and Gate Replacement: Solicitation Only**

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Geographic Preference**

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201 ).

### **Environmental Justice**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

### **Real Property**

Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Invitation to Bid - General Contractor for BUS SHELTER & GATE REPLACEMENT

### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

### **CFDA number for the Federal Transportation Administration**

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## ATTACHMENT B – FEDERAL CLAUSES

### Federal Clauses for

#### The Dalles Transit Center Bus Shelter and Gate Replacement Construction Contract

##### No Federal Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

##### Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

##### Access to Records and Reports

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

#### **Changes to Federal Requirements Clause**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between [AGENCY] and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Termination**

##### ***Termination for Convenience (General Provision)***

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor.

If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

##### ***Termination for Default [Breach or Cause] (General Provision)***

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

##### ***Opportunity to Cure (General Provision)***

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract

without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### ***Waiver of Remedies for any Breach***

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

#### ***Termination for Convenience (Professional or Transit Service Contracts)***

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY's interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### ***Termination for Default (Supplies and Service)***

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

#### ***Termination for Default (Transportation Services)***

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

#### ***Termination for Convenience or Default (Cost-Type Contracts)***

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.



If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Civil Rights and Equal Opportunity**

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **Disadvantaged Business Enterprises (DBE)**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of Invitation to Bid - General Contractor for BUS SHELTER & GATE REPLACEMENT

this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

### **Incorporation of FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

### **Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Buy America Certification (Steel and Manufactured Products)**

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the US for 15 passenger vans and 15 passenger wagons produced by Chrysler Corp., software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## **Breaches and Dispute Resolution**

1. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. **Performance During Dispute.** Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

## **Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the recipient.

## **Clean Air**

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **Clean Water**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

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anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility - (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

### **Contract Work Hours and Safety Standards Act**

**1. Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**3. Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**5. Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.



### **Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **ADA Access**

The contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised

September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.



# PEMB BUS SHELTER

## 802 CHENOWITH LOOP ROAD

## THE DALLES, OR 97058

TAX LOT: SE 1/4 SECTION 29, T. 2N, R. 13E of WILLAMETTE MERIDIAN, TAX LOT 7500

MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT (MCEDD)

JESSICA METTA  
DEPUTY DIRECTOR  
515 EAST 2ND STREET  
THE DALLES, OR 97058  
JESSICA@MCEDD.ORG

541-296-2266

PROPOSED LOCATION OF BUS SHELTER



1 VICINITY MAP

Scale: NTS



2 SITE PHOTO

Scale: NTS



3 SITE PHOTO

Scale: NTS

DEFERRED SUBMITTALS  
PRE-ENGINEERED METAL BUILDING SHOP DRAWINGS

INDEX OF DRAWINGS  
A01 COVER  
A02 NOTES  
A03 SITE PLAN  
A04 PLANS & ELEVATIONS  
ST01 STRUCTURAL  
ST02 FOUNDATION  
E01 ELECTRICAL

ENGINEERING & DESIGN  
HOOD RIVER CONSULTING ENGINEERS  
1784 MAY STREET  
HOOD RIVER, OREGON 97031  
OWNER: ADAM GODDIN, PE

MCEDD BUS  
SHELTER

802 CHENOWITH LOOP RD  
THE DALLES, OR 97058



No.	Revision/Issue	Date
0	FOR PERMIT SET	1/30/19

HOOD RIVER CONSULTING ENGINEERS, INC.  
1784 MAY STREET  
HOOD RIVER, OREGON 97031  
(541) 436-4723  
ADAM@HOODRIVERENGINEERS.COM  
WWW.HOODRIVERENGINEERS.COM



DATE: \_\_\_\_\_

COVER PAGE

PROJECT NO. 18-096	SHEET A01
DATE 1/30/19	
SCALE NTS	



DESIGN STANDARD  
2014 OSSC

DESIGN CRITERIA

1. DESIGN LIVE AND SNOW LOADS FOR NEW CONSTRUCTION, UNO:
- A. LIVE LOADS, (REDUCIBLE ACCORDING TO IBC REQUIREMENTS)
  - ROOF 20 PSF MINIMUM ROOF LIVE LOAD
  - B. SNOW LOADS:
  - GROUND SNOW LOAD Pg = 45 PSF
  - FLAT ROOF SNOW LOAD Pf = 45 PSF
  - IMPORTANCE FACTOR Is = 1.0
  - THERMAL FACTOR Ct = 1.0
  - SNOW BUILD-UP.
2. SUPERIMPOSED DEAD LOADS  
N/A
3. DESIGN LATERAL LOADS FOR NEW CONSTRUCTION, U.N.O.:
- A. WIND, SPEED 120 mph, (3-SECOND GUST)
  - EXPOSURE C
  - IMPORTANCE FACTOR Iw = 1.0

GENERAL

1. THESE STRUCTURAL NOTES ARE A SUPPLEMENT TO THE SPECIFICATIONS.
2. SPECIFICATIONS AND CODES REFERENCED IN THESE NOTES ARE THE VERSIONS MOST RECENTLY ADOPTED BY THE PERMITTING AUTHORITY.
3. VERIFY DIMENSIONS AND CONDITIONS WITH THE SHOP DRAWINGS.
4. ANY DISCREPANCIES FOUND AMONG THE DRAWINGS, THE SPECIFICATIONS, THESE GENERAL NOTES, AND THE SITE CONDITIONS SHALL BE REPORTED TO THE REGISTERED DESIGN PROFESSIONAL, WHO SHALL CORRECT SUCH DISCREPANCY IN WRITING. ANY WORK DONE BY THE CONTRACTOR AFTER DISCOVERY OF SUCH DISCREPANCY, BUT PRIOR TO CORRECTION, SHALL BE AT CONTRACTOR'S RISK.
5. FOR FEATURES OF CONSTRUCTION NOT FULLY SHOWN, PROVIDE THE SAME TYPE AND CHARACTER AS SHOWN FOR SIMILAR CONDITIONS, SUBJECT TO REVIEW BY THE ARCHITECT AND STRUCTURAL ENGINEER OF RECORD.
6. APPLY, PLACE, ERECT OR INSTALL ALL PRODUCTS AND MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. ADEQUATELY BRACE STRUCTURE AND ALL STRUCTURAL COMPONENTS AGAINST WIND, LATERAL EARTH AND SEISMIC FORCES UNTIL THE PERMANENT LATERAL-FORCE RESISTING SYSTEMS HAVE BEEN INSTALLED.
8. TEMPORARY SHORING AND BRACING OF THE STRUCTURE AND PROVIDING A SAFE WORK ENVIRONMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.
9. SUBMITTALS:
- A. SUBMIT SHOP DRAWINGS PRIOR TO FABRICATION OF MATERIAL.
  - B. ALL SUBMITTALS SHOULD BE REVIEWED AND STAMPED BY THE GENERAL CONTRACTOR AND SPECIALTY SUBCONTRACTOR PERFORMING THE WORK PRIOR TO SUBMITTING TO THE ENGINEER/ARCHITECT.
  - C. SUBMIT A SHOP DRAWING SCHEDULE THAT ALLOWS SUFFICIENT TIME FOR REVIEW AND APPROVAL. MINIMUM TWO WEEKS FROM THE DELIVERY DATE OF THE SUBMITTAL WILL BE REQUIRED.
  - D. REQUIRED SUBMITTALS / SHOP DRAWINGS:
    - PRE MANUFACTURED STEEL BUILDING

FOUNDATIONS

1. FOUNDATION SIZES ARE BASED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF
2. PLACE FOOTINGS ON FIRM, UNDISTURBED ORIGINAL SOIL, OR ON STRUCTURAL FILL. SEE "STRUCTURAL FILL OR BACK-FILL" NOTES FOR STRUCTURAL FILL INFORMATION.
3. PRIOR TO PLACEMENT OF CONCRETE, REMOVE ALL DISTURBED SOIL FROM FOOTING EXCAVATION TO NEAT LINES.

CONCRETE REINFORCING STEEL

1. REINFORCING STEEL (TYPICAL, U.N.O.): ASTM A 615, GRADE 60
2. WELDED REINFORCEMENT: ASTM A 706, GRADE 60
3. WELDED WIRE FABRIC: ASTM A 185, FLAT SHEETS ONLY, WELDED METAL INSERTS
4. WELDED CONNECTIONS: AWS D1.4.
5. REINFORCEMENT MECHANICAL COUPLERS: DEVELOP 125% OF REINFORCEMENT SPECIFIED YIELD STRENGTH.
6. DETAIL, FABRICATE AND PLACE REINFORCING ACCORDING TO ACI 318, "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT". USE ADEQUATE REBAR ACCESSORIES.
7. TYPICAL REINFORCING (MINIMUM, U.N.O. ON DRAWINGS):
- A. CORNERS AND INTERSECTIONS OF WALLS, FOUNDATIONS, AND PRE-CAST PANEL CORNERS: CORNER BARS EQUAL IN SIZE AND NUMBER TO HORIZONTAL REINFORCING. LEG LENGTH: 48 BAR DIAMETER (2'-0" MINIMUM).
  - B. WALL AND PRE-CAST PANEL OPENINGS:
    - (2) NO. 5 X OPENING WIDTH, PLUS 4'-0" TOP AND BOTTOM
    - (2) NO. 5 X FULL HEIGHT EACH SIDE
    - (2) NO. 5 X 4'-0" DIAGONAL BARS AT CORNERS
  - C. SLAB OPENINGS:
    - (2) NO. 5 X OPENING DIMENSIONS PLUS 4'-0" EACH SIDE
    - (2) NO. 5 X 4'-0" DIAGONAL BARS AT EACH CORNER
8. DO NOT FIELD BEND, DISPLACE, WELD, HEAT OR CUT REINFORCING UNLESS INDICATED ON THE DRAWINGS, OR APPROVED BY STRUCTURAL ENGINEER OF RECORD.
9. CHAIR WELDED WIRE FABRIC TO PROPER POSITION. LAP ONE (1) FULL MESH PLUS 2" ON SIDES AND ENDS. ADEQUATELY SUPPORT BAR TO MAINTAIN CLEAR COVER
10. SPLAY REINFORCING AROUND SLAB OPENINGS WITH 1" IN 10" SPLAY, U.N.O.
11. MINIMUM COVER FROM CONCRETE SURFACES TO REINFORCING:  
3" + ½" TO BOTTOM OF FOOTING  
2" + ¼" TO EARTH FACE OF 'ALL'  
1" + ¼" TO INSIDE FACE OF 'ALL'  
2" + ¼" MAIN STEEL BEAMS AND COLUMNS  
¾" + SLAB TO TOP AND BOTTOM SURFACES
12. REINFORCING LAP SPLICES: CONFORM WITH ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE."

ANCHORS IN CONCRETE AND MASONRY

1. INSTALL ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
2. INSTALL WITH IBC SPECIAL INSPECTION ACCORDING TO SPECIAL INSPECTION PROGRAM.
3. DO NOT INSTALL ANCHORS IN CONCRETE LESS THAN 21 DAYS OLD WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
4. EXPANSION ANCHORS:
- A. ICC-APPROVED; CONFORM WITH FF-S-325, GROUP II, TYPE 4, CLASS 1.
  - B. MATERIAL, ZINC PLATED ACCORDING TO ASTM B 633
  - C. ACCEPTABLE ANCHORS:
    - a. "KWIK-BOLT 3", BY HILTI FASTENING SYSTEMS, INC.
5. ADHESIVE ANCHORS.
- A. ICC-APPROVED
  - B. ANCHOR COMPONENTS: ALL-THREAD ROD, NUT, WASHER AND ADHESIVE INJECTION GEL SYSTEM.
  - C. ANCHOR RODS:
    - a. RODS WITH ROLLED THREADS.
    - b. ANCHOR ROD NUTS, CONFORM WITH ASTM A 194.
    - c. ROD MATERIAL, A-36 MATERIAL, ZINC PLATED ACCORDING TO ASTM B-633,
  - D. ACCEPTABLE ADHESIVE INJECTION GEL SYSTEMS:
    - a. "HIT HY-70", BY HILTI FASTENING SYSTEMS, INC. USE "HIT-I.C.E." FOR COLD WEATHER APPLICATIONS.

NON-SHRINK GROUT

1. CONFORM WITH ASTM C 1107.
2. SPECIFIED 28 DAY COMPRESSIVE STRENGTH, 5000 PSI.
3. DO NOT PRE-GROUT BASE PLATES.

CAST-IN-PLACE CONCRETE

1. PROVIDE CONCRETE MATERIALS, FORM WORK, MIXING, PLACING AND CURING ACCORDING TO ACI 301, "STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE".
2. MIX DESIGN REQUIREMENTS:

CONCRETE CLASS		CONCRETE TYPE					
MIX DESIGN	f'c (PSI)	MAX W/C RATIO	AIR (%)	FLY ASH (LB/YD)	TARGET SLUMP (IN)	COARSE AGG. SIZE	NOTES
A	3000	0.58	--	80	4	¾"	(1)
B	4000	0.40	--	60	4	¾"	
C	3000	0.54	5	60	4	¾"	
D	4000	0.40	--	80	4	¾"	(2)

- MIX DESIGN NOTES:
- (1). MAT SLAB DESIGN APPLIES TO SECTIONS THICKER THAN 3'-0". USE 56 DAY COMPRESSIVE STRENGTH FOR MIX DESIGN.
- (2). PROVIDE HR WATER REDUCER AT 12 OZ / HUNDRED WEIGHT CEMENT (MINIMUM).
3. CONCRETE MIX PROPORTIONS:
- A. PROPORTION ACCORDING TO ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
  - B. PROVIDE TARGET SLUMP AT POINT OF PLACEMENT, +/- 1%.
  - C. MIX SHALL BE APPORTIONED BASED ON MINIMUM AMOUNT OF MIX WATER. SLUMP MODIFICATIONS REQUIRED FOR PLACEMENT IS TO BE ACCOMPLISHED BY THE USE OF ADDITIVES. DO NOT ADD MIX WATER OUTSIDE OF BATCHING PLANT
  - D. SUBMIT MIX DESIGNS, WITH COMPLETE STATISTICAL BACKUP, FOR REVIEW.
4. DO NOT PLACE CONCRETE ON FROZEN GROUND.
5. CHAMFER EXPOSED CORNERS ¾". U.N.O.
6. WHEN THE AMBIENT AIR TEMPERATURE IS FORECASTED BELOW 40° F OR ABOVE 90° F, THE CONTRACTOR SHALL SUBMIT COLD/HOT PLACEMENT PLANS 24 HOURS IN ADVANCE OF THE POUR.

PRE-ENGINEERED METAL BUILDING

1. THE PRE-ENGINEERED METAL BUILDING (PEMB) IS DESIGN/BUILD.
2. PEMB IS TO BE MANUFACTURED BY A PURVEYOR WITH NO LESS THAN FIVE YEARS EXPERIENCE.
3. PROVIDE SHOP DRAWINGS AND CALCULATIONS SIGNED AND SEALED BY AN OREGON P.E.
4. PROVIDE GUTTER AND DOWNSPOUTS OF COMMERCIAL QUALITY.
5. DESIGN AS A PARTIALLY OPEN STRUCTURE.

BUILDING CODE ANALYSIS	
DESCRIPTION	PUBLIC BUS SHELTER
CLASSIFICATION	II
CONSTRUCTION TYPE	STEEL; REINFORCED CONCRETE
SPRINKLERED	NO
BUILDING HEIGHT	16'-5"
NUMBER OF STORIES	ONE
CODES	ASCE 7-16, ACI 318-14, 2018 IBC

MCEDD BUS  
SHELTER

802 CHENOWITH LOOP RD  
THE DALLES, OR 97058



No.	Revision/Issue	Date
0	FOR PERMIT	1/30/19

HOOD RIVER CONSULTING ENGINEERS, INC.  
1784 MAY STREET  
HOOD RIVER, OREGON 97031  
(541) 436-4723  
ADAM@HOODRIVERENGINEERS.COM  
WWW.HOODRIVERENGINEERS.COM

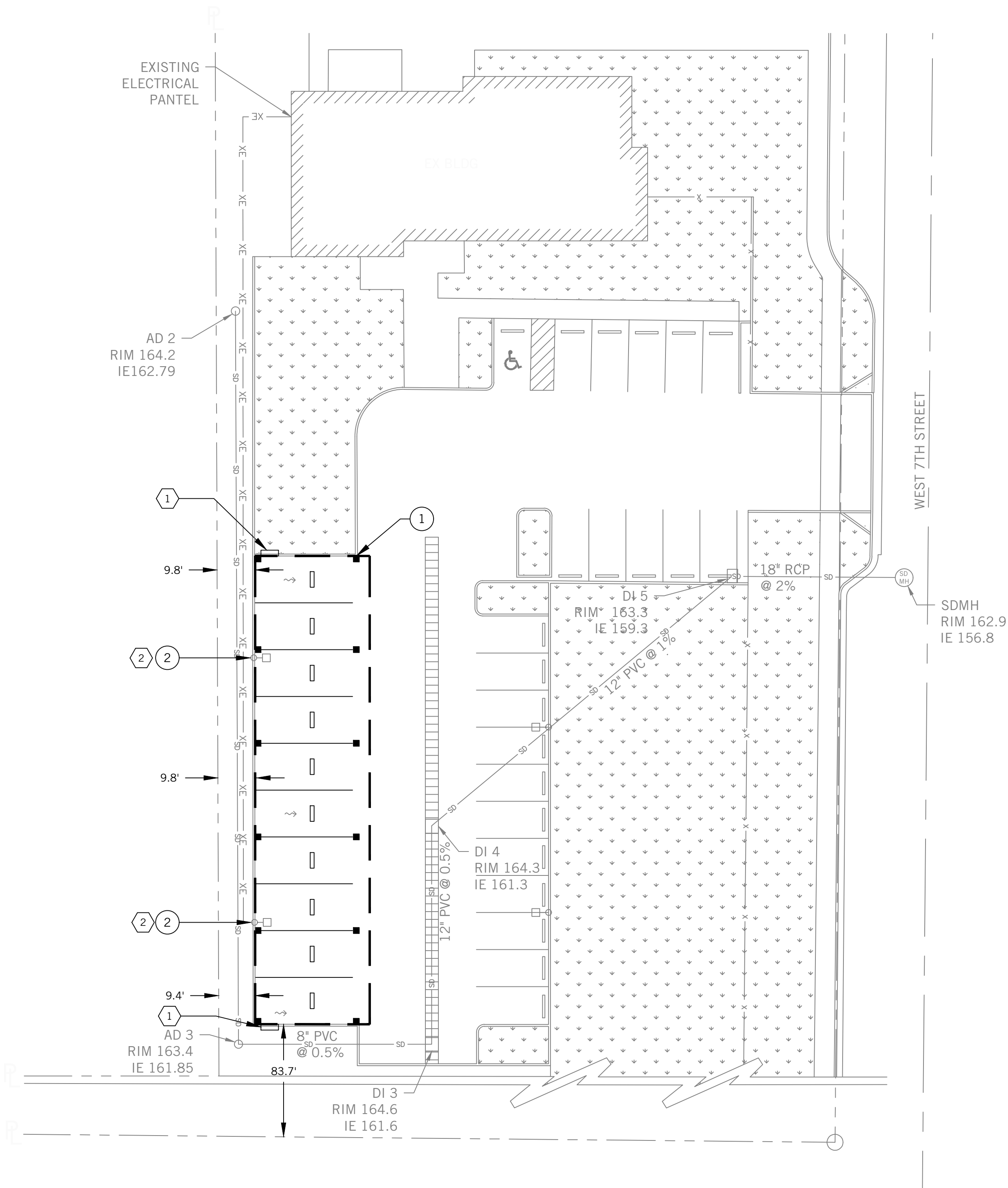


DATE:

NOTES

PROJECT NO. 18-096	SHEET
DATE 1/30/19	A02
SCALE NTS	





GENERAL SHEET NOTES:

- 1 CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SITE CONDITIONS AND CONTACT THE ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF WORK

DEMO NOTES:

- 1 SAW CUT EXISTING CONCRETE PAVEMENT AND/OR CURBING AS REQUIRED FOR FOOTING INSTALLATION
- 2 EXISTING EXTERIOR LIGHT FIXTURE AND POLE TO BE REMOVED AND RETURNED TO MCEDD (BASE IS TO REMAIN)

SITE NOTES:

- 1 DOWNSPOUTS DISCHARGE TO SURFACE DRAINAGE (PROVIDE SPLASH BLOCKS)
- 2 REMOVE EXISTING LIGHT FIXTURE AND POLE SEE ELECTRICAL SHEET E01 FOR ELECTRICAL MODIFICATIONS

NOTE:  
NO NEW IMPERVIOUS AREA IS CREATED BY THIS PROJECT

LEGEND:

- G— GAS LINE (E)
- SD— STORM DRAIN (E)
- — — — — PROPERTY LINE
- — — — — RIGHT OF WAY LINE
- XE—XE— ELECTRICAL CONDUIT (E)
- X— FENCE (E)
- — — — — PROPOSED BUS SHELTER
- EXISTING BUILDING
- CONCRETE / PAVEMENT
- GRASS
- = AREA DRAIN (AD)
- = DRAIN INLET (DI)
- SDMH = STORM DRAIN MAN HOLE (SDMH)
- RIM = RIM ELEVATION
- IE = INVERTED ELEVATION
- = OVERHEAD LIGHTING (PROPOSED)
- = FOOTING (PROPOSED)
- = LIGHT POLE (E)
- ↗ = SLOPE DIRECTION ARROW

MCEDD BUS SHELTER

802 CHENOWITH LOOP RD  
THE DALLES, OR 97058



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DATE:

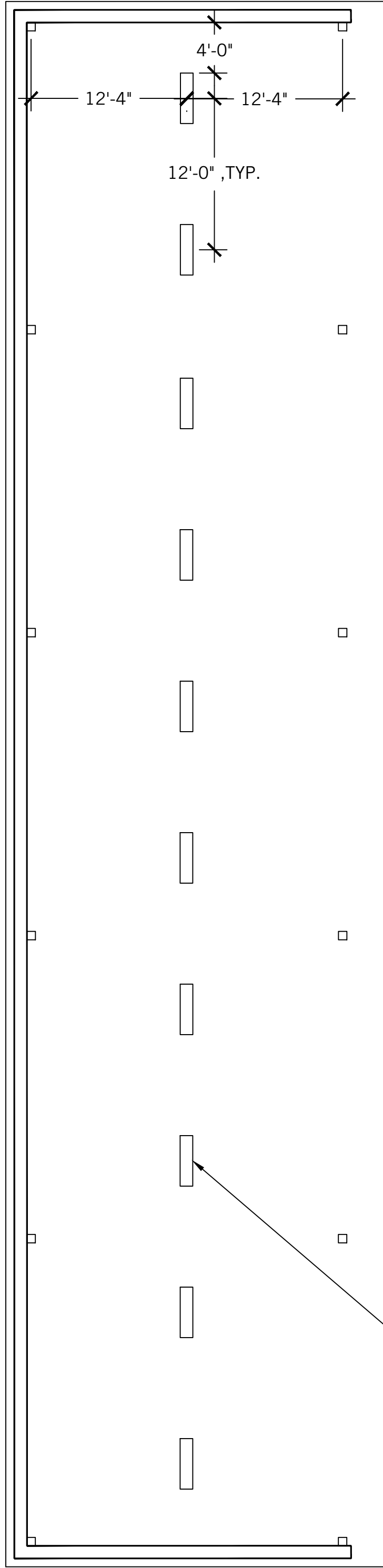
SITE PLAN

PROJECT NO. 18-096	SHEET  A03
DATE 1/30/19	
SCALE NTS	

1.0

BUS SHELTER LIGHTING PLAN

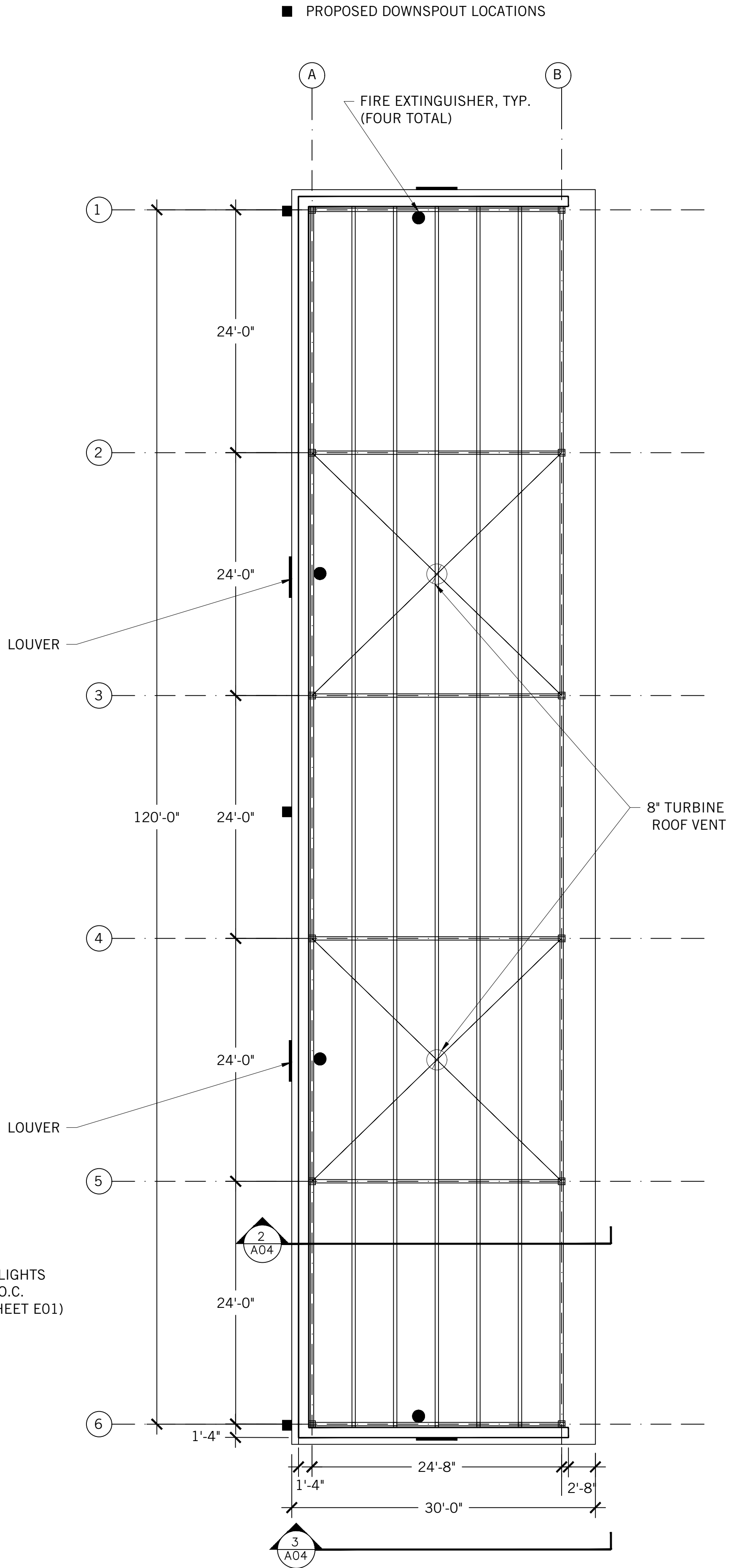
Scale: 1/8" = 1'-0"



1.1

BUS SHELTER ROOF PLAN

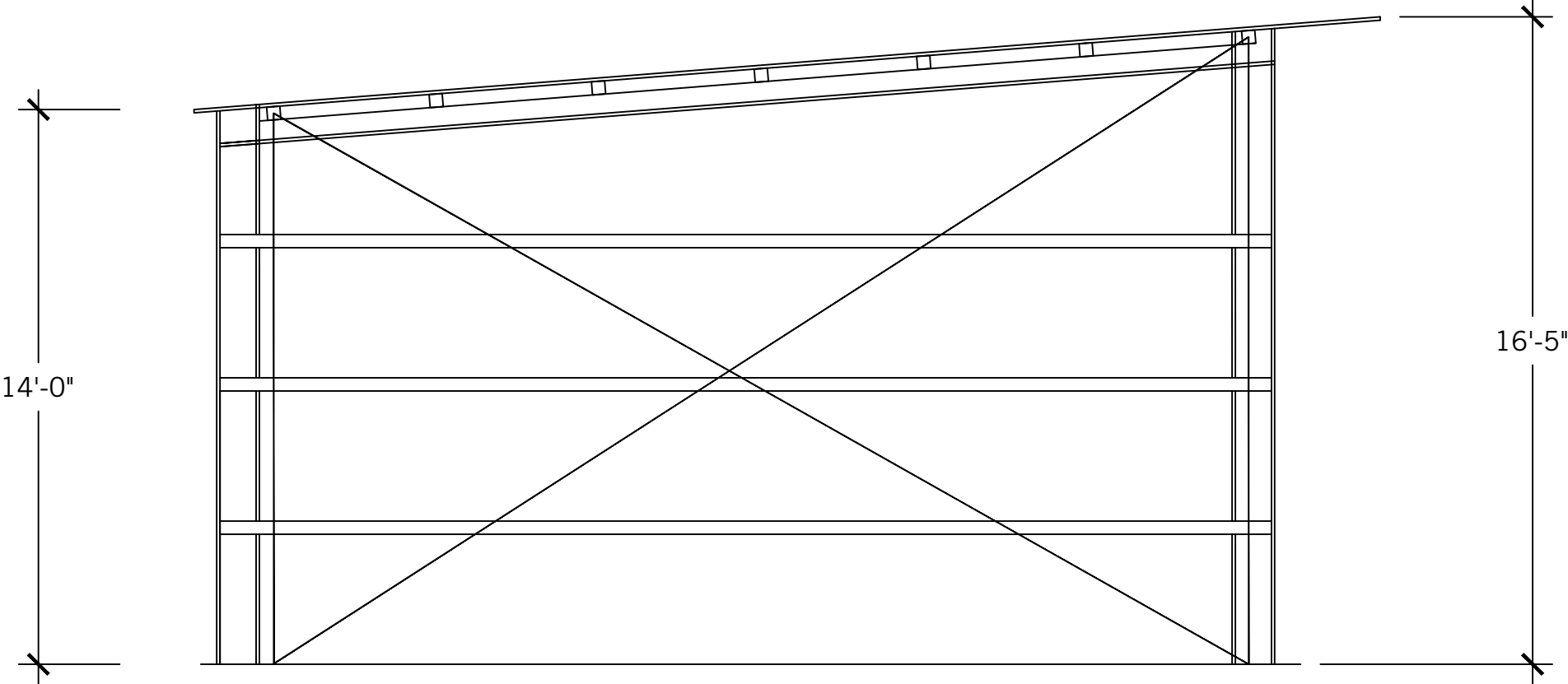
Scale: 1/8" = 1'-0"



2

PEMB SECTION: MONO-SLOPE ROOF

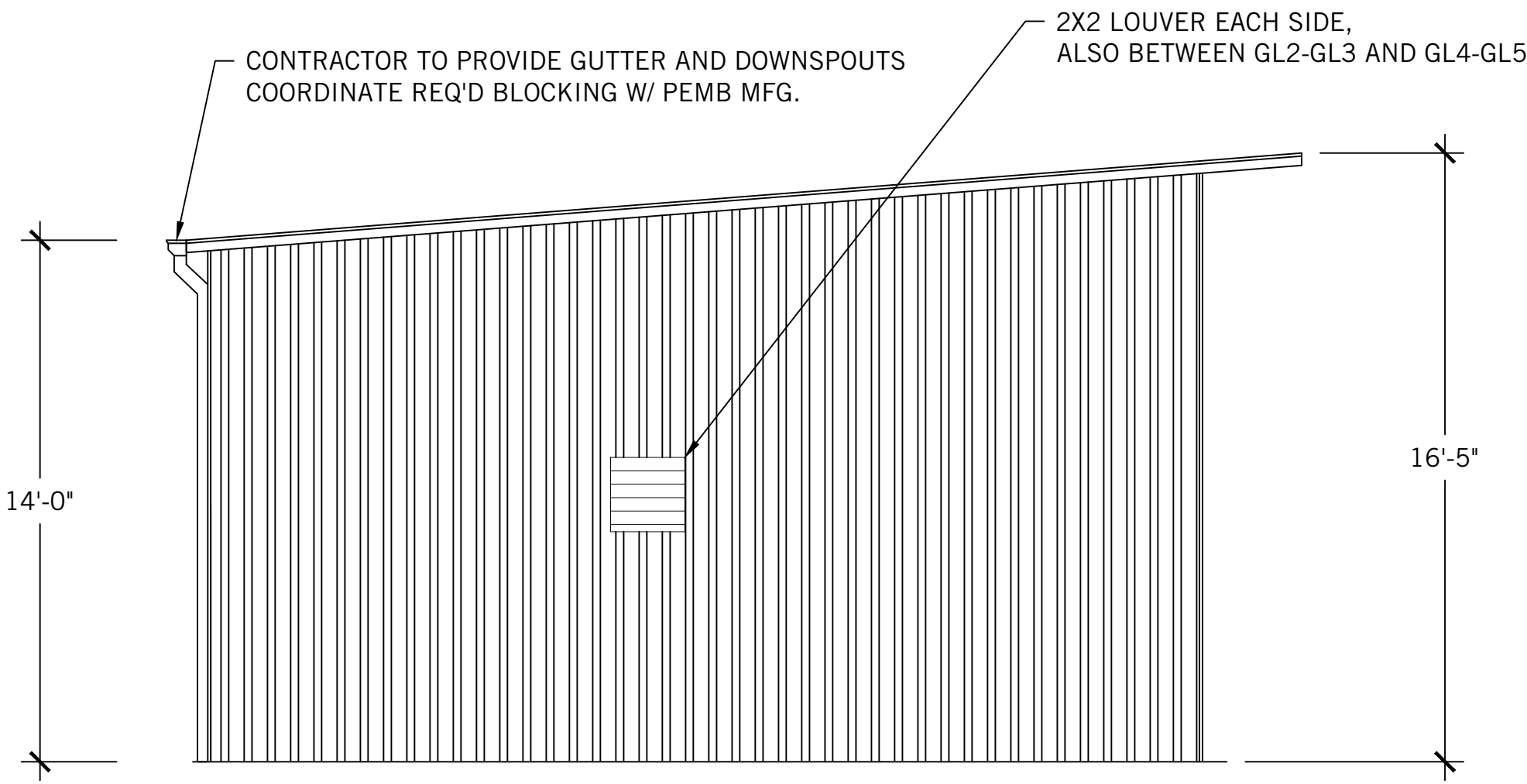
Scale: 1/4" = 1'-0"



3

PEMB ELEVATION: MONO-SLOPE ROOF

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



MCEDD BUS SHELTER

802 CHENOWITH LOOP RD  
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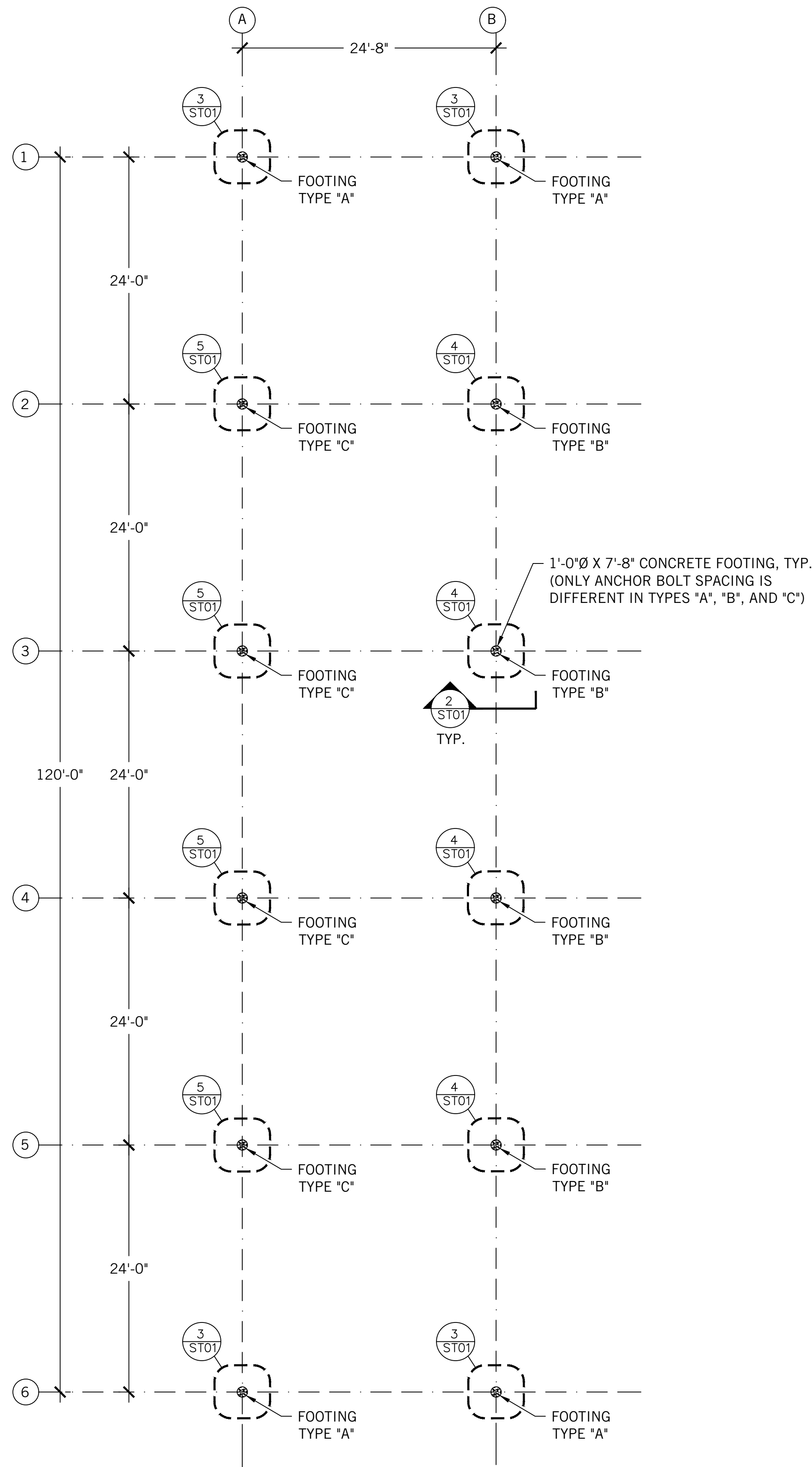


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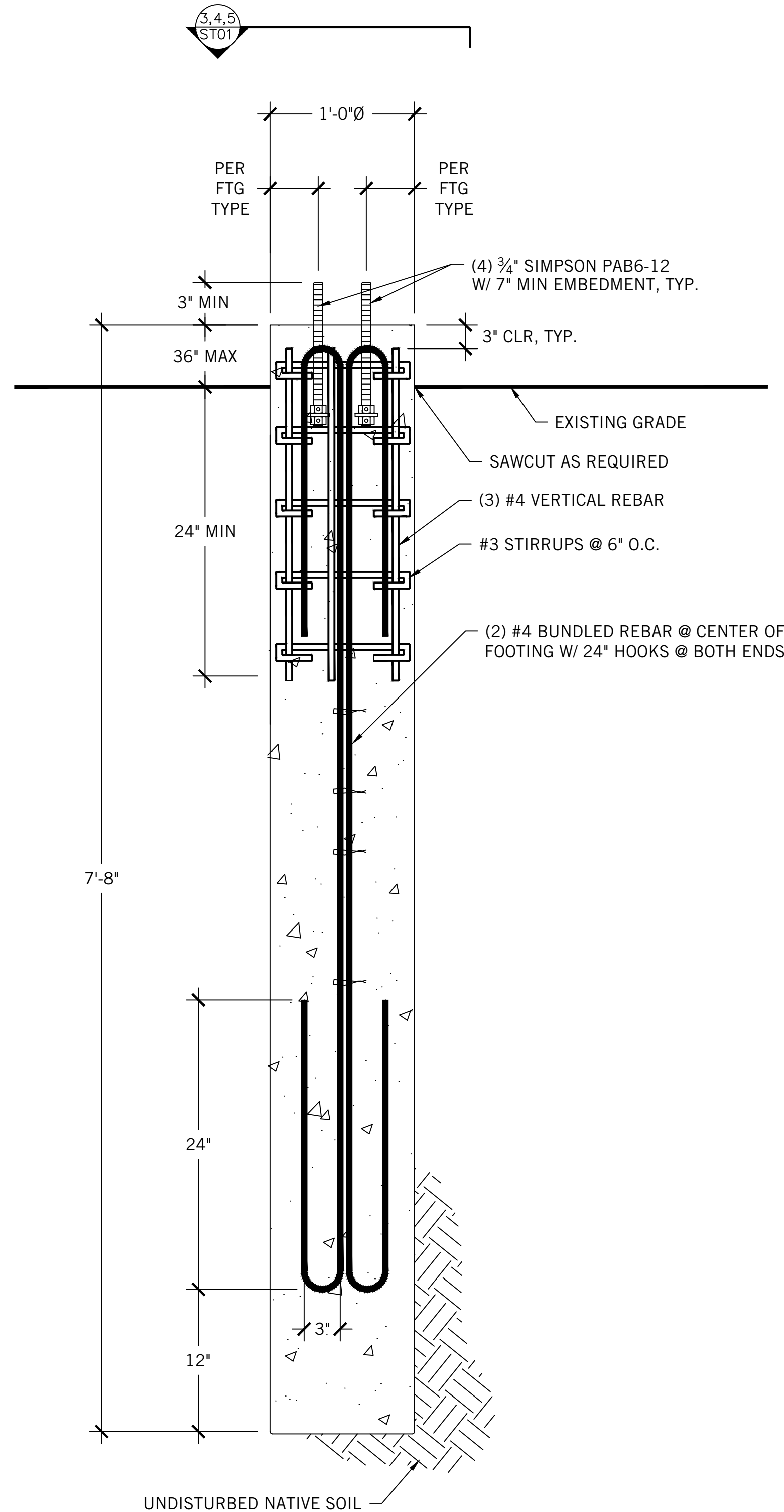
PLANS & ELEVATIONS

PROJECT NO. 18-096	SHEET
DATE 1/30/19	A04
SCALE NTS	

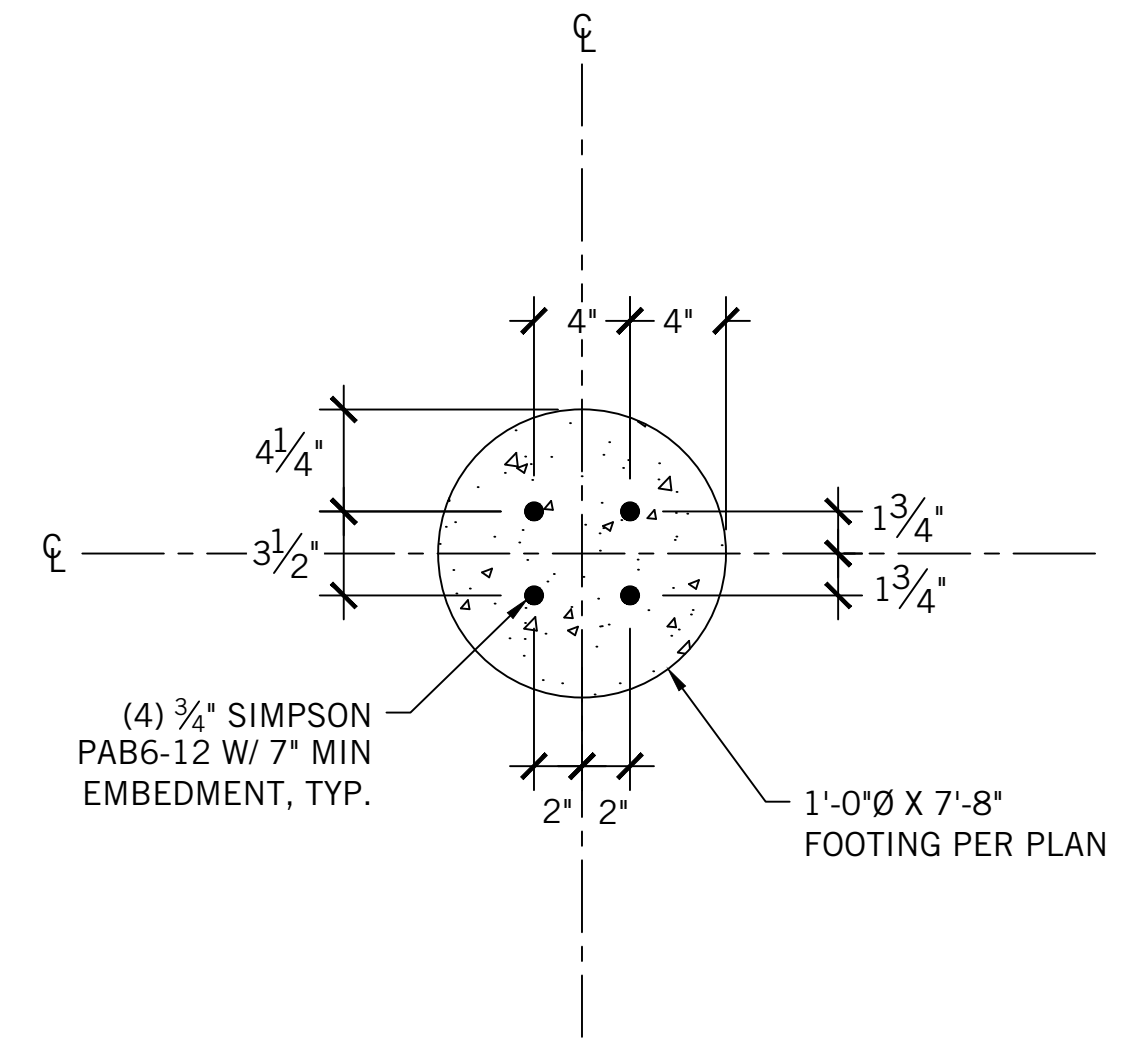




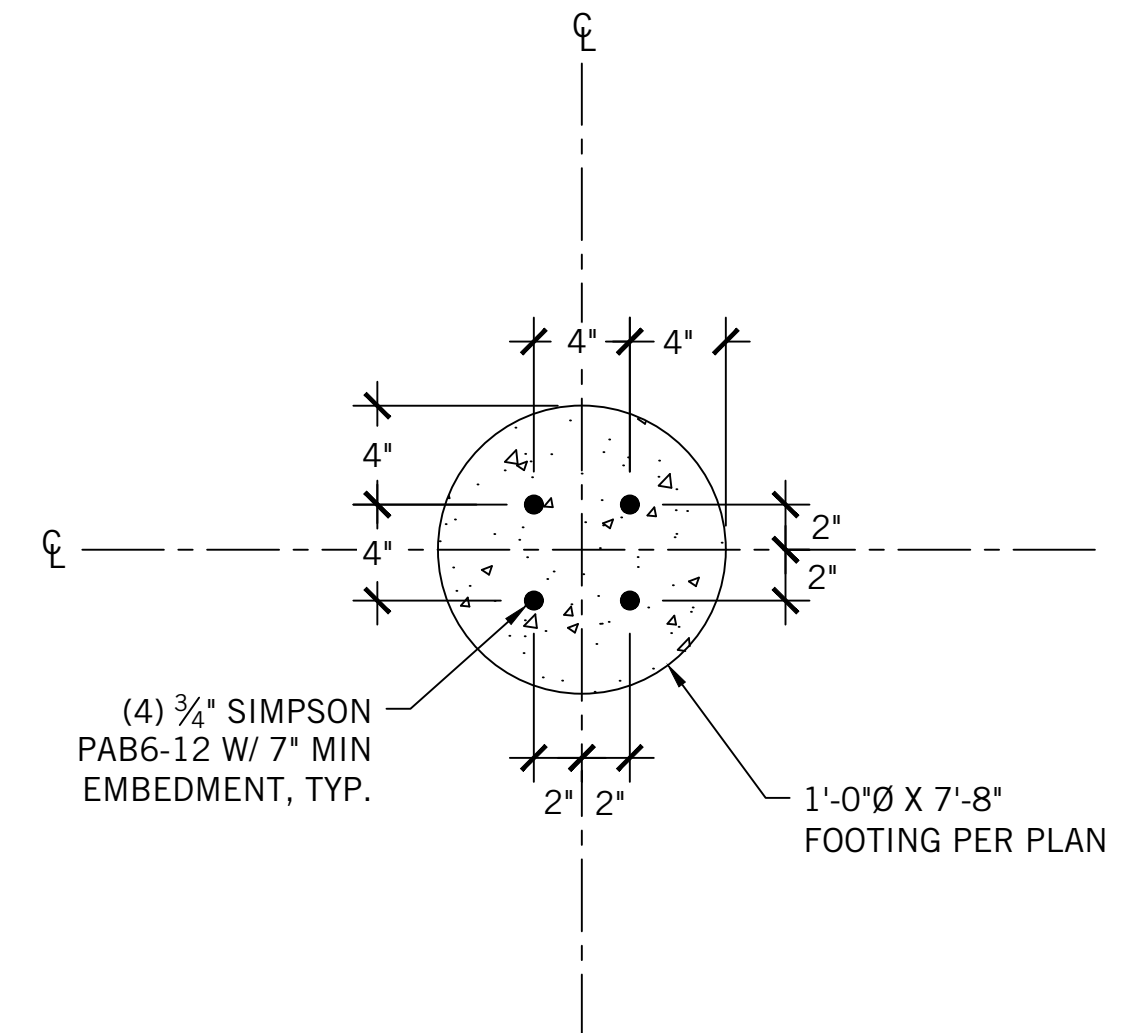
1 FOUNDATION PLAN  
Scale: 1/8" = 1'-0"



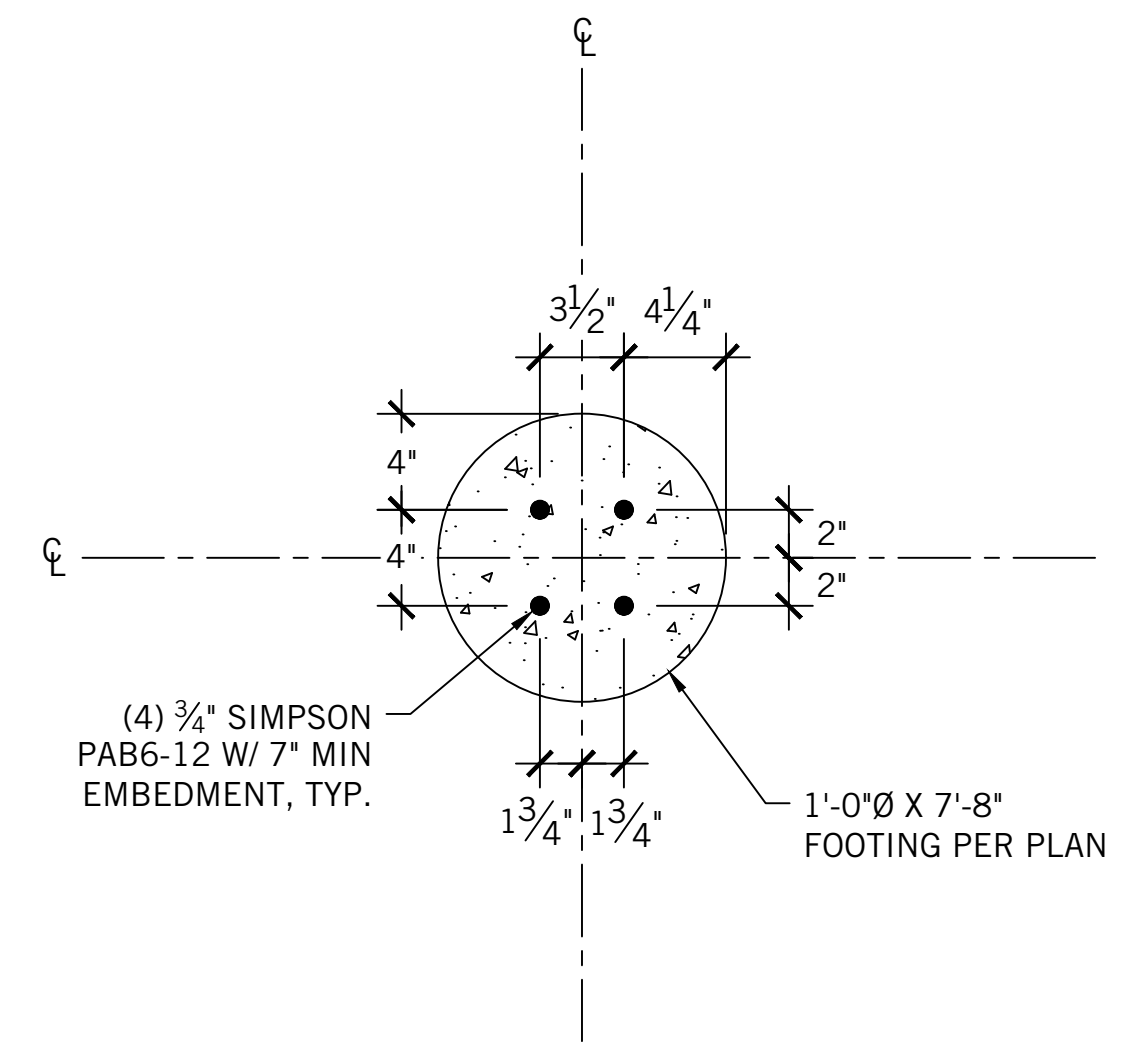
2 FOOTING ELEVATION  
Scale: 1-1/2" = 1'-0"



3 FOOTING TYPE "A"  
Scale: 1/8" = 1'-0"



4 FOOTING TYPE "B"  
Scale: 1-1/2" = 1'-0"



5 FOOTING TYPE "C"  
Scale: 1-1/2" = 1'-0"

# MCEDD BUS SHELTER

802 CHENOWITH LOOP RD  
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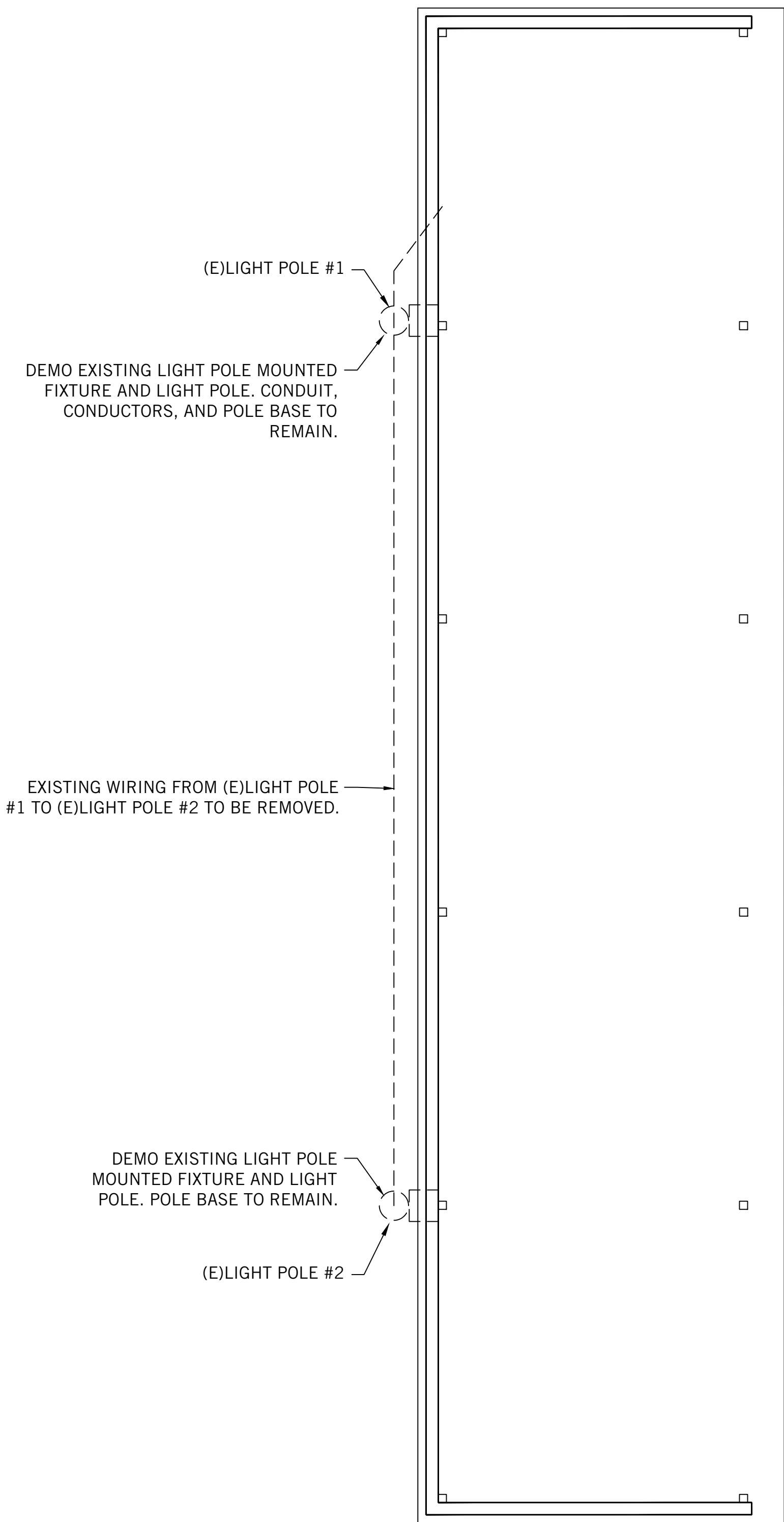


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## FOUNDATION

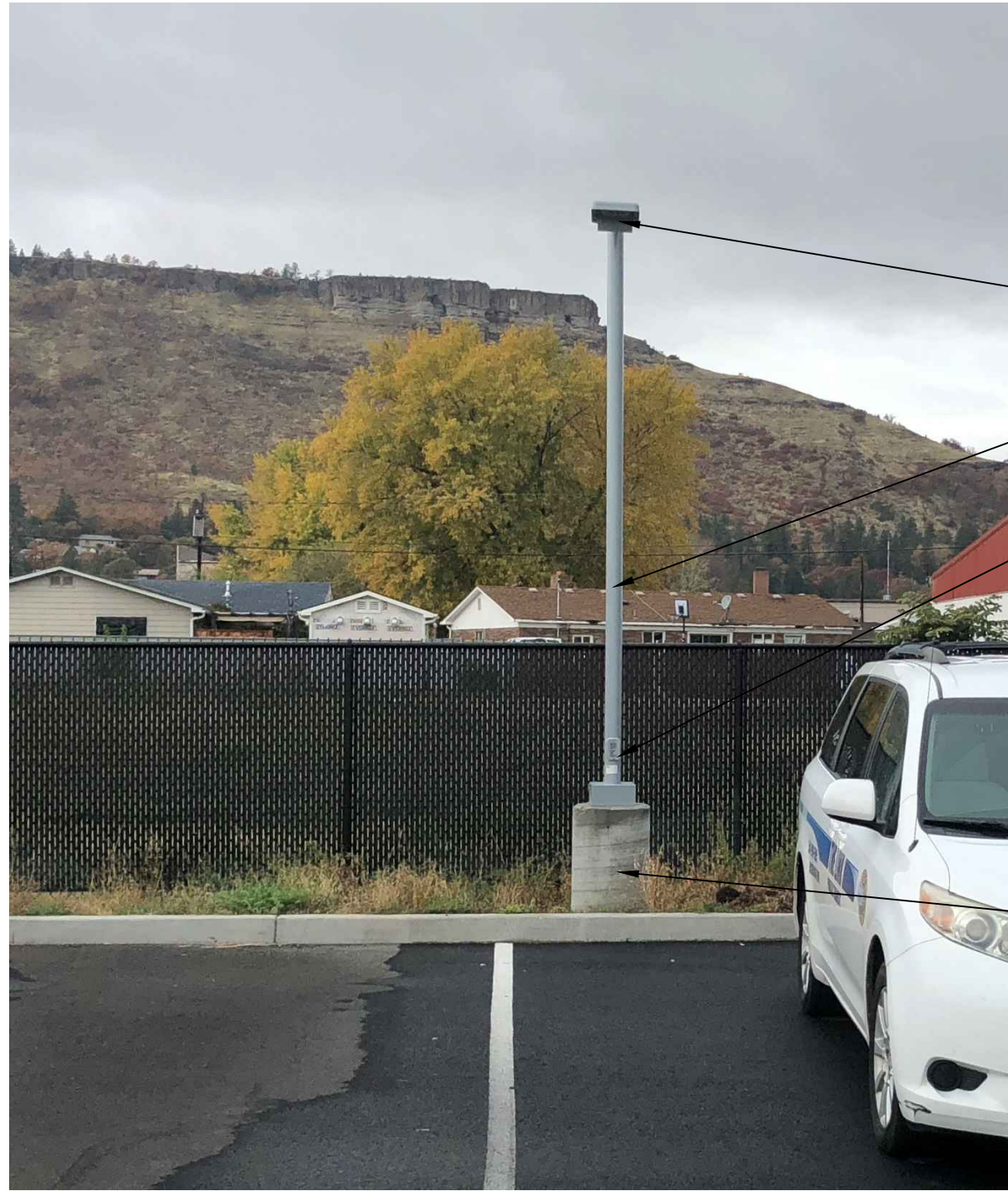
PROJECT NO. 18-096	SHEET ST01
DATE 1/30/19	
SCALE NTS	





1 ELECTRICAL DEMO PLAN

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



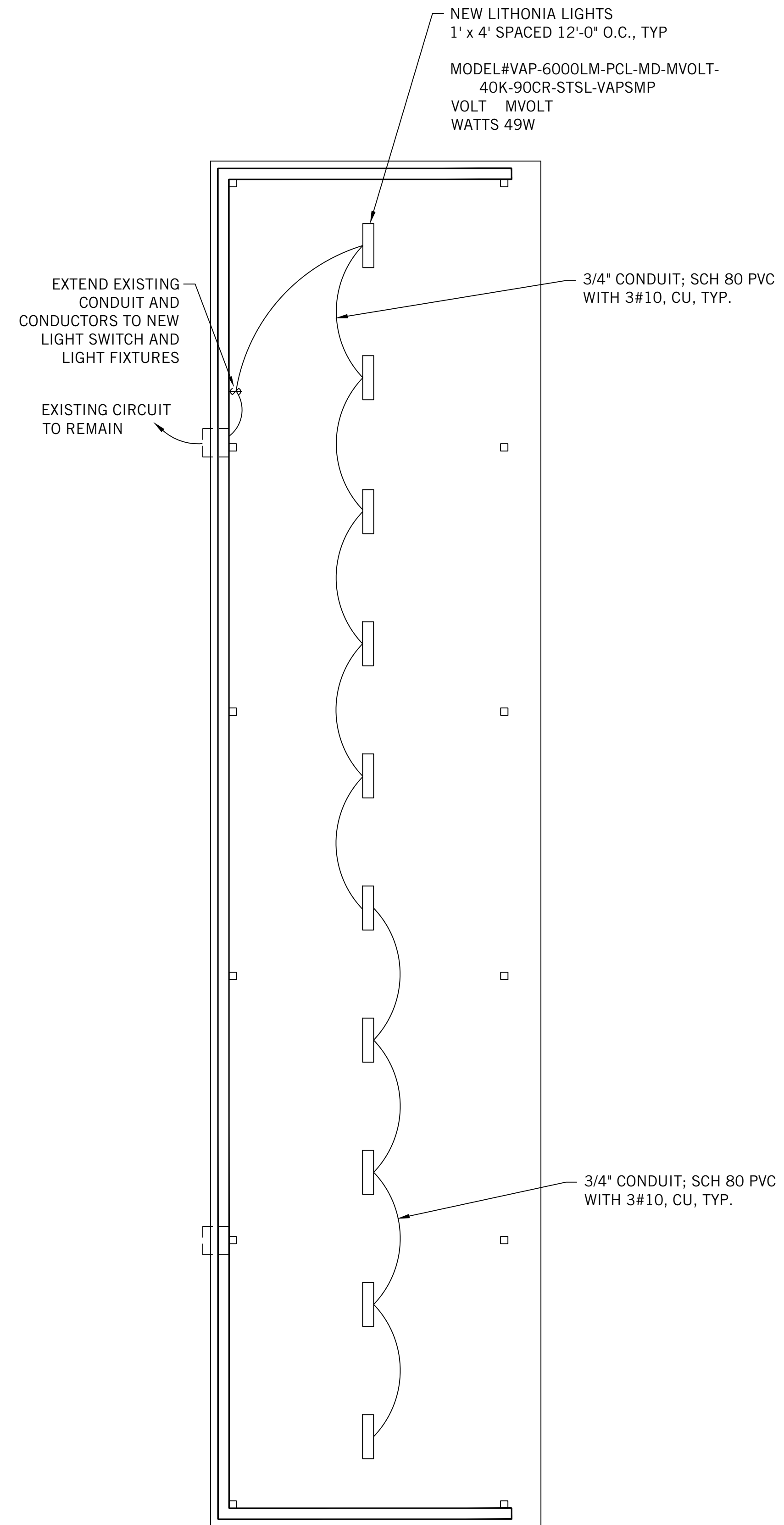
2 PHOTO: EXG LIGHT POST

Scale: NTS

DEMO

PROVIDE NEW TRANSITION FROM HAND HOLE AT EXISTING OPENING TO PVC CONDUIT AS REQUIRED

BASE TO REMAIN



3 PROPOSED ELECTRICAL

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

# MCEDD BUS SHELTER

802 CHENOWITH LOOP RD  
THE DALLES, OR 97058



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DATE:

## ELECTRICAL PLAN

PROJECT NO. 18-096	SHEET  E01
DATE 1/30/19	
SCALE 1/8" = 1'-0"	

# THE DALLES TRANSPORTATION CENTER

## VEHICLE GATE REPLACEMENT

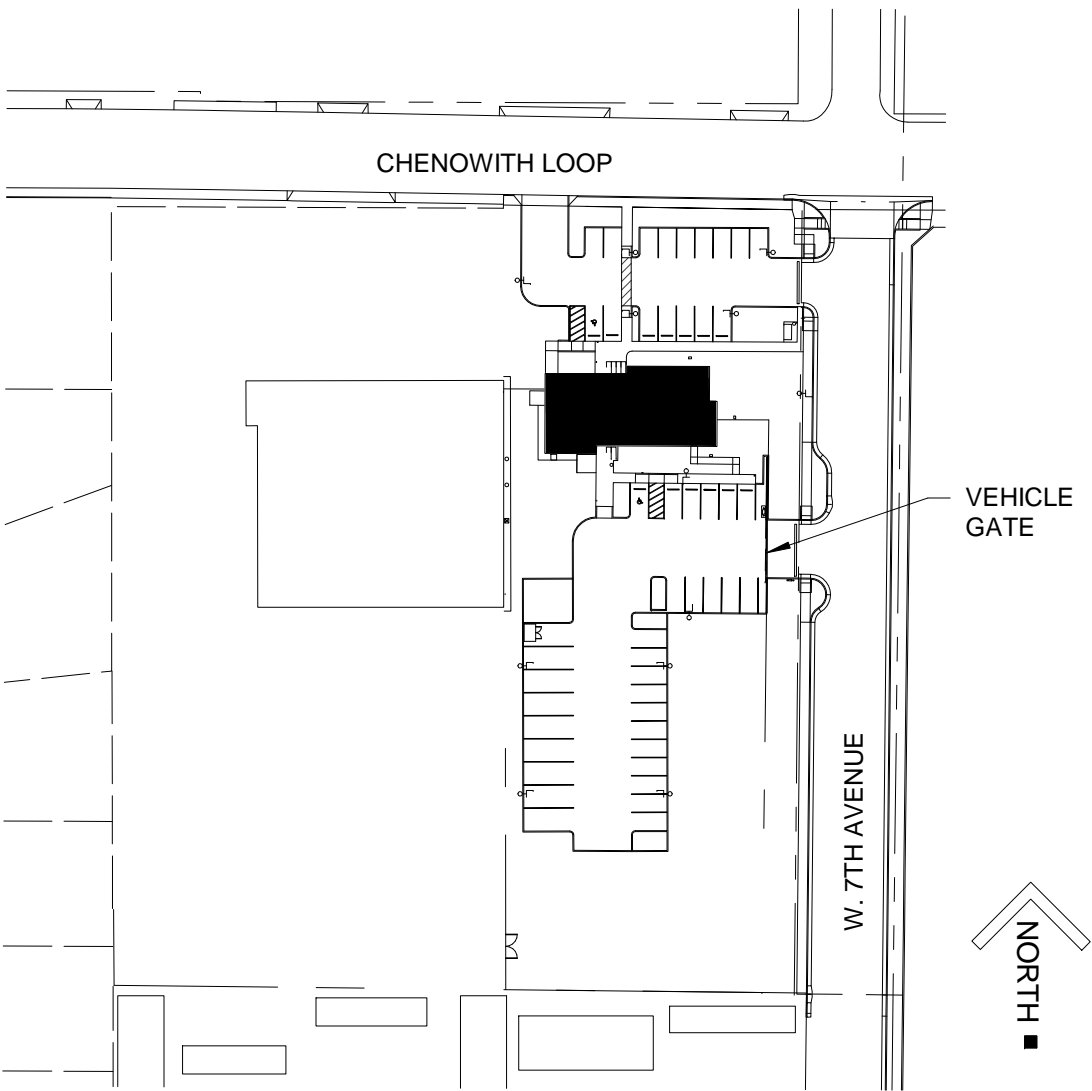
ADDENDUM 1: MODIFY GATE DESIGN  
TO UTILIZE ENCLOSED ROLLER TRACK.  
MODIFY OPERATOR SPECIFICATIONS.

ADD-1

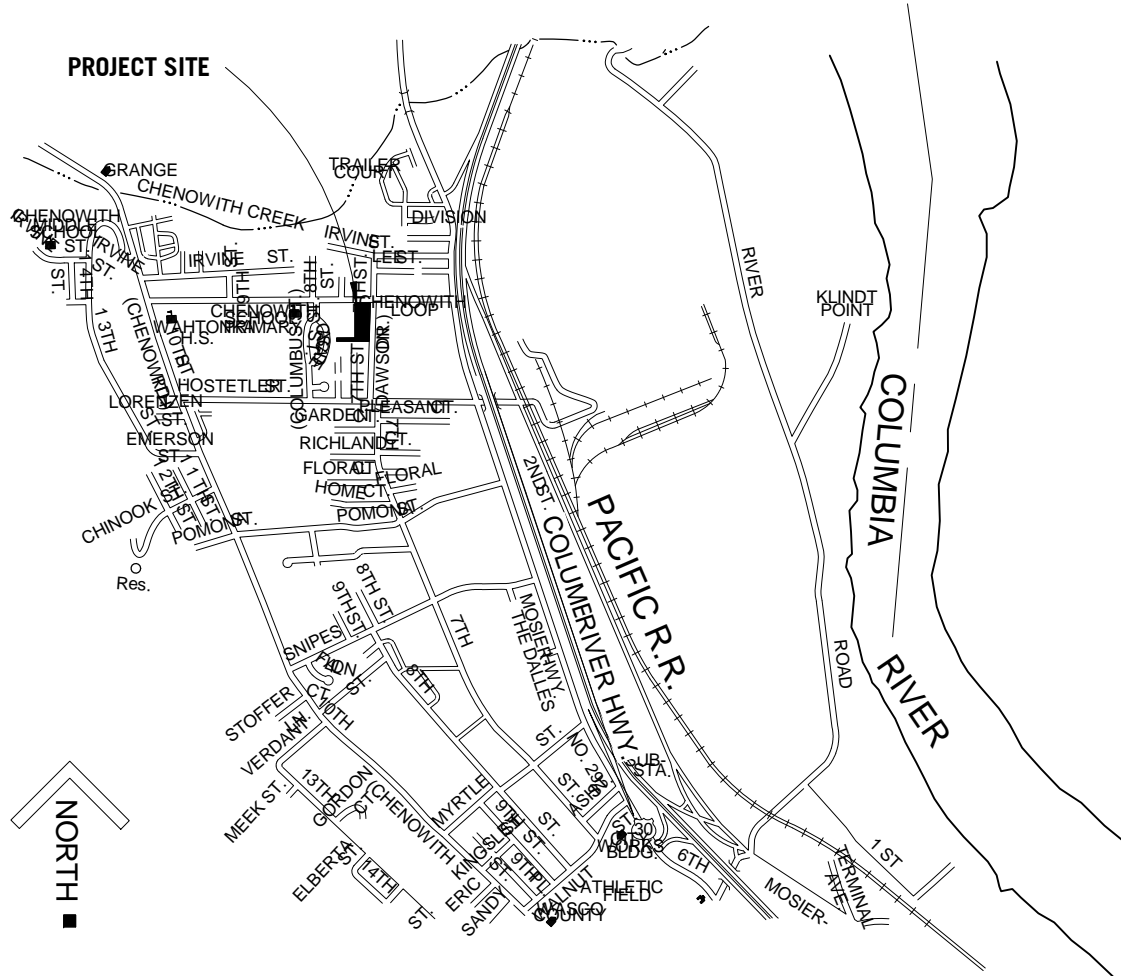
**SHEET INDEX:**

T	TITLE
A1	PARTIAL SITE DEMOLITION PLAN
A2	PARTIAL SITE PLAN
A3	GATE ELEVATIONS

802 CHENOWITH LOOP ROAD  
THE DALLES, OR 97058



SITE PLAN

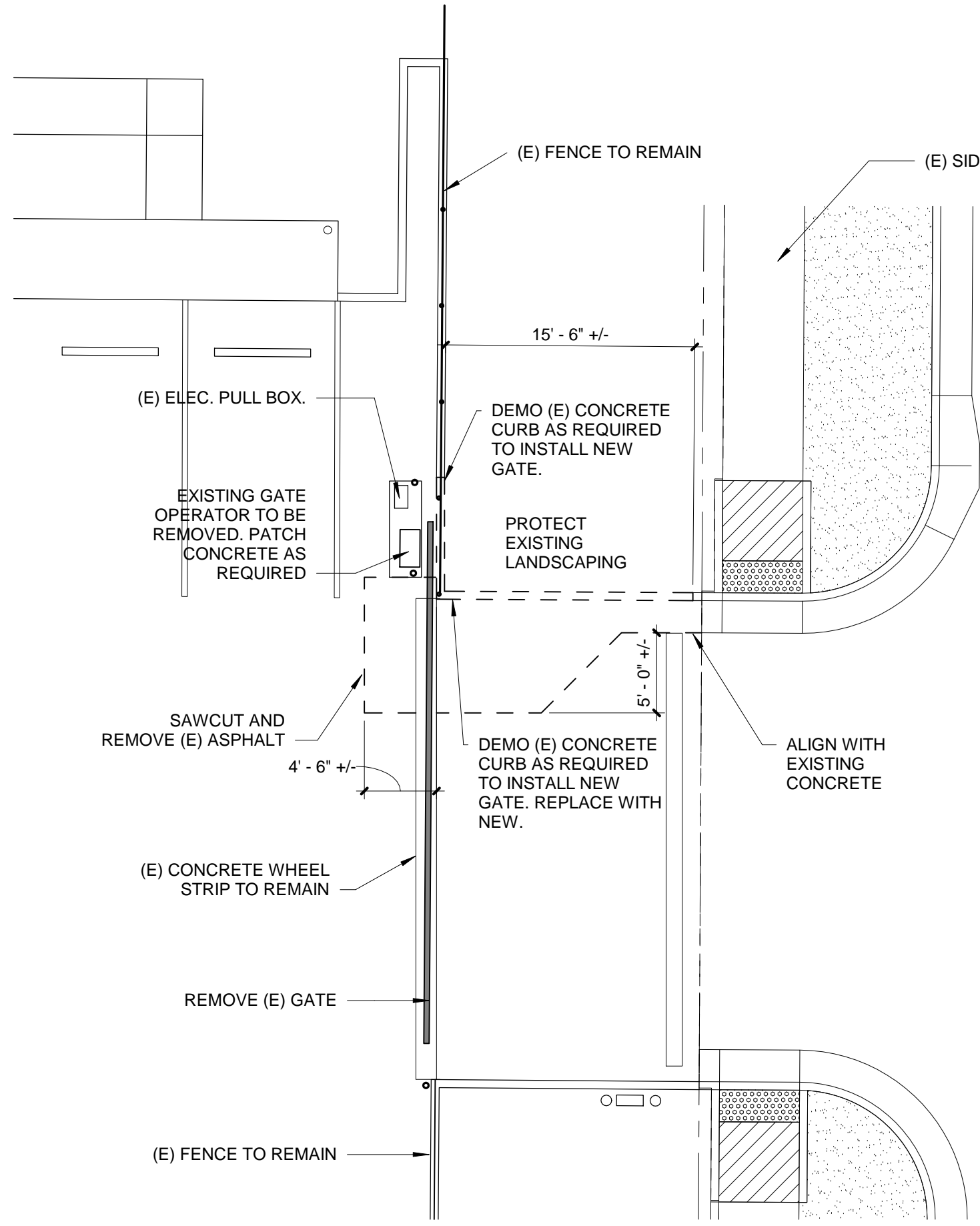


VICINITY MAP

VEHICLE GATE REPLACEMENT  
MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT  
THE DALLES TRANSIT CENTER

PROJECT NO:	1310
ISSUE DATE:	6/1/2018
DRAWN:	TKB
CHECKED:	-





**AUTOMATIC, HORIZONTAL SLIDING VEHICLE GATE:**

Provide an automated vehicular gate system which conforms to UL 325 and ASTM F1184 & F2200 standards, installed according to manufacturer's instructions. Test existing vehicle loops to confirm they can be reused with new system.

A. SLIDE GATE OPERATOR: Any manufacturer complying with requirements below.

1. Motor: 1 h.p.
2. Duty Cycle: Continuous
3. Battery Backup: 80 cycles after AC power loss.
4. Temperature Rating: -13 degrees F to 158 degrees F
5. Voltage: 115V.
6. Rate of Travel: 1 foot per second, minimum.
7. Controller:
  - a. Entrapment sensor.
  - b. Timer-to-close
  - c. RS-232 port, RS-485, USB
8. Gate Capacity: 2,000 lbs.
9. Cycle Tested: at least 250,000 cycles
10. ETL Listed (UL 325): Usage Class III, IV

B. OPTIONS:

1. Connect existing detection loops:
  - a. For entering site: one loop outside of gate - to begin delay timer for entrance; one loop inside of gate - to begin delay timer to close gate.
  - b. For exiting site: one loop inside of gate - to open gate; one loop outside of gate - to begin delay timer to close gate.
2. Provide additional detection loops for safety and entrapment protection if required.
3. Time delay control to close gate after entry or exit.
4. Connect to existing keypad / card reader / fob reader.
5. Photo eyes on inside, outside, and at tail of sliding gates in accordance with UL 325 requirements for sensing obstructions.
6. Painted Metal Signs: "CAUTION AUTOMATIC GATE" and as required to satisfy UL 325.

C. CONTROLS

1. Timer: 7 day weekly timers to hold gates open for peak traffic or other special functions on individual days or 5 days a week programmable up to 6 functions a day.
2. Provide connect to existing digital keypad
3. Provide Emergency Vehicle Access (Fire, Police, etc.)

D. CONCRETE PAD FOR GATE OPERATOR

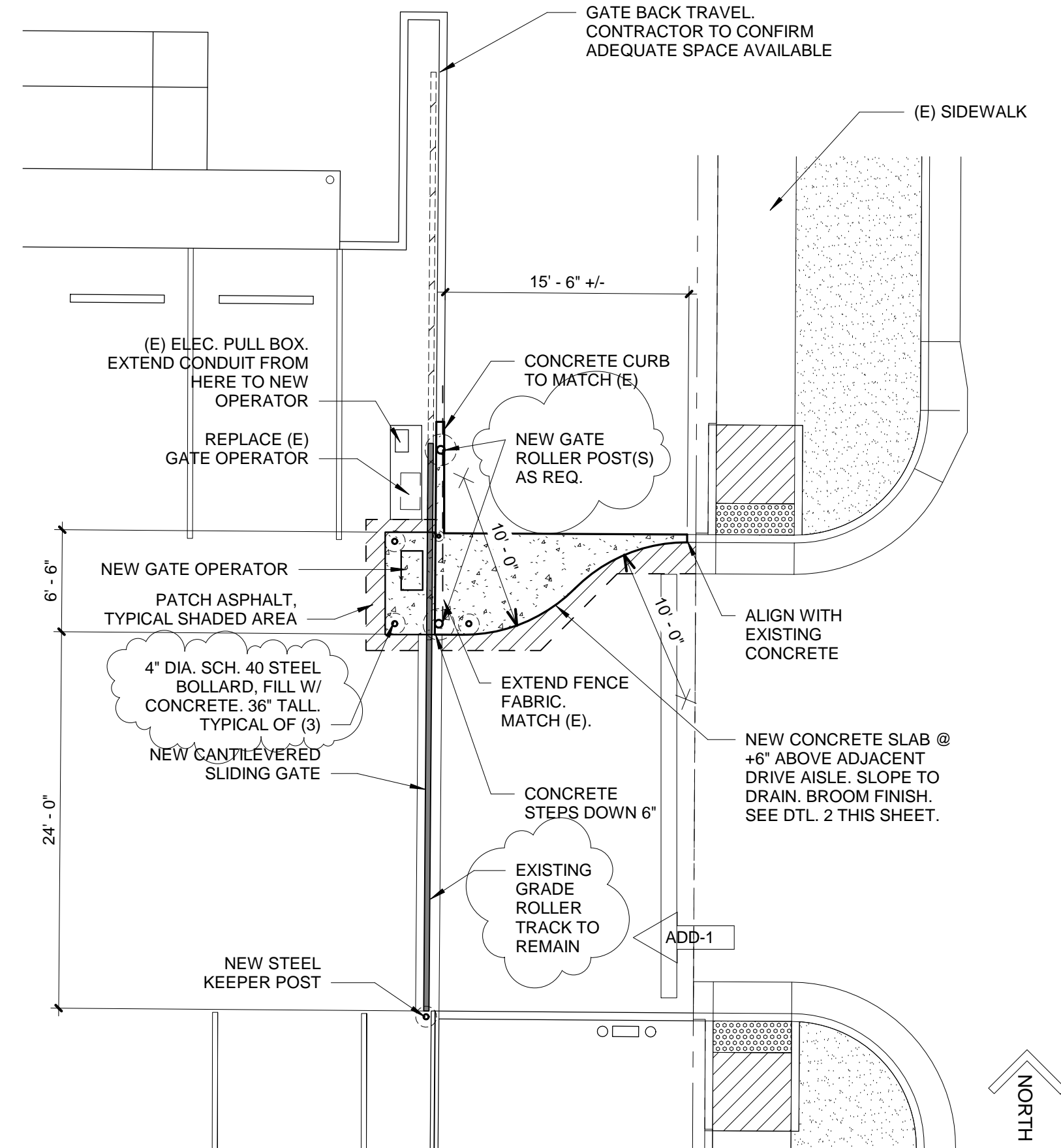
1. Concrete: ASTM C 94/C 94M, ready-mixed; Normal Portland Cement, 2,500 psi strength at 28 days, 3 inch slump; 3/4 inch nominal sized coarse aggregate.

ADD-1

1 SITE DEMOLITION  
1/8" = 1'-0"

VEHICLE GATE REPLACEMENT  
MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT  
THE DALLES TRANSIT CENTER

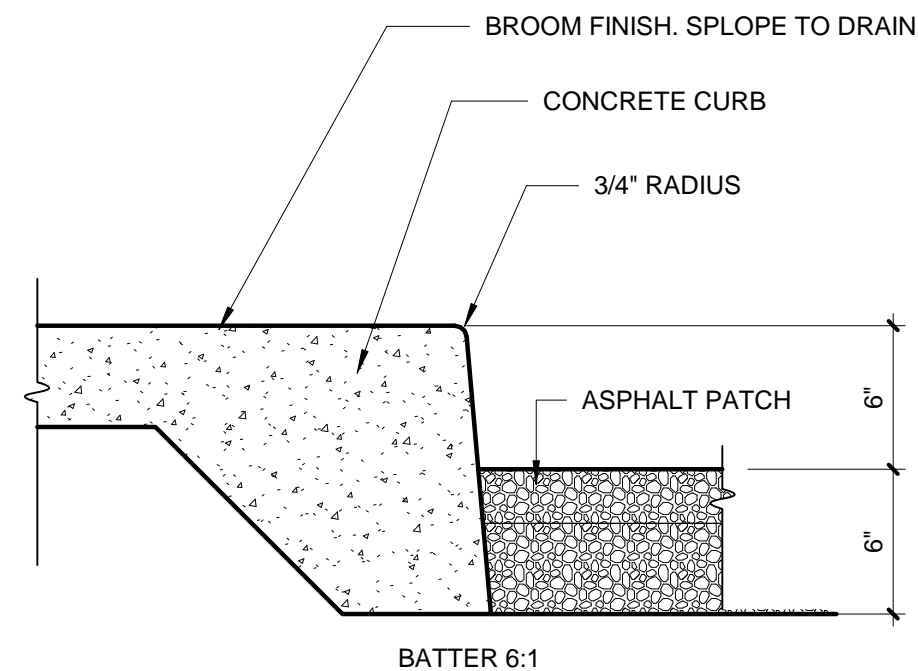
PROJECT NO:	1310
ISSUE DATE:	6/1/2018
DRAWN:	TKB
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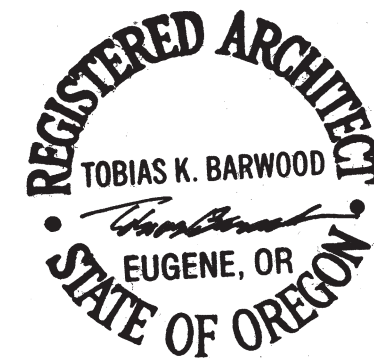
**1 SITE - GATE REPLACEMENT**  
1/8" = 1'-0"

## GENERAL NOTES

1. PROTECT EXISTING LANDSCAPE TO REMAIN FROM DAMAGE. REPLACE DAMAGED PLANTINGS WITH SAME.
2. REPAIR AND/OR REPLACE ANY DAMAGE TO EXISTING IRRIGATION SYSTEM CAUSED BY THIS WORK.



**2 CURB DETAIL**  
1 1/2" = 1'-0"



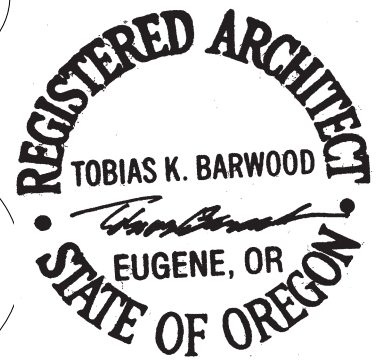
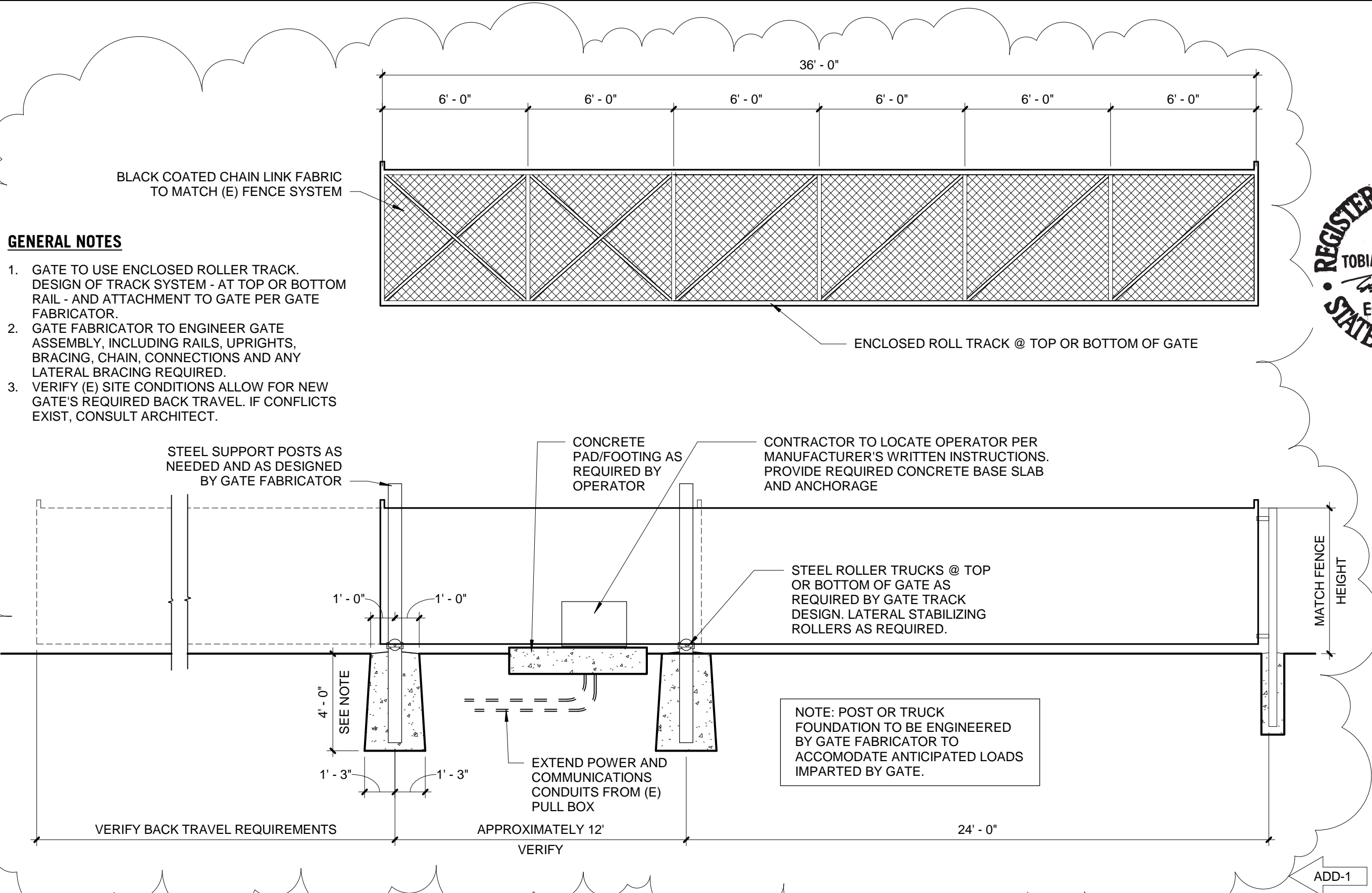
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A2

# 1 GATE ELEVATION

1/4" = 1'-0"



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