



CONSTRUCTION CONTRACT
between
SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON
(PORTLAND PUBLIC SCHOOLS)
And
2KG Contractors, Inc.

Contract No. C 66228

**THIS CONTRACT SHALL BE BINDING ON DISTRICT ONLY IF IT IS
SIGNED BY THE DEPUTY CLERK OR AUTHORIZED DESIGNEE**

This Construction Contract ("Contract") is made by and between School District No. 1J, Multnomah County, Oregon ("Portland Public Schools" or "District") and 2KG Contractors, Inc. ("Contractor") to provide construction services on the following Health & Safety Improvement Projects - Group 3A - Lewis School ("Project"), briefly described below:

Lewis Elementary School:

A. SEISMIC IMPROVEMENTS

1. ARCHITECTURAL
 - a. Patch and repair finishes in areas of seismic improvement
2. STRUCTURAL
 - a. Install tie-downs anchoring existing walls to concrete foundations and slabs
 - b. Install new plywood sheathing on interior and exterior shear walls
 - c. Install new foundations under selected shear walls
 - d. Install CMU reinforcing, shotcrete shear walls, and steel HSS and kicker wall braces in gym and cafeteria
 - e. Install seismic brace walls and kickers in locker room
 - f. Anchor equipment in boiler room
3. MECHANICAL
 - a. Demolish, relocate, or install related mechanical and plumbing items within areas of seismic improvement
4. ELECTRICAL
 - a. Demolish, relocate, or install related electrical items within areas of seismic improvement

B. ACCESSIBILITY AND LIFE SAFETY IMPROVEMENTS

1. ARCHITECTURAL
 - a. Alter selected existing interior doorways for accessibility compliance
 - b. Construct new unisex restroom
 - c. Alter casework and install accessible sink in classroom
 - d. Install ADA compliant handrails at existing ramps
 - e. Install ADA compliant assistive listening system
 - f. Provide a portable lift to access the cafetorium platform

2. MECHANICAL
 - a. Demolish, relocate or install related HVAC items within areas of work
3. PLUMBING
 - a. Provide new ADA-compliant high-low drinking fountain in corridor
 - b. Provide sink, lavatory, and water closet in unisex restroom
 - c. Demolish, relocate or install related plumbing items within areas of work
4. ELECTRICAL
 - a. Demolish, relocate or install related electrical items within areas of work
5. FIRE PROTECTION
 - a. Provide new fire sprinkler system throughout the building
 - b. Alter existing fire alarm system to interconnect with new fire sprinkler system

The parties agree as follows:

CONTRACTOR DATA

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for Work under this Contract.

Full Business Name:	2KG Contractors, Inc.
Contractor Contact Person:	Mario Lipari
Address:	4917 N.E. 185th Drive
City, State, ZIP:	Portland, OR 97230
Business Telephone:	503-489-2020
Facsimile:	503-489-0990
Email:	mario@2kgcontractors.com
Oregon CCB License Number:	80251

Contractor certifies under penalty of perjury that Contractor is a:

- Sole Proprietor
 Corporation
 Limited Liability Company
 Partnership
 Other [describe: _____]

District Point of Contact: Neil Scheuerlein (nscheuerlein@pps.net), Office of School Modernization, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

***All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Work.** Contractor shall execute fully the Work described by the Contract Documents, unless specifically indicated in the Contract Documents to be the responsibility of others. "Work" means the construction and related services required by the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill Contractor's duties by executing and completing this Contract within the Contract Time. The Work may constitute the whole or a part of the Project.
2. **Effective Date and Termination Date.** The effective date of this Contract shall be the Contract Start Date or the date on which the Contract is fully executed by both parties, **whichever is later. No party shall perform work under this Contract before the effective date.** An email notification with a copy of the fully executed contract will be sent to the Contractor email listed above upon execution. Unless earlier terminated as provided below, the termination date shall be the Contract End Date, subject to extension as provide in the Contract Documents.

Offer and Contract Dates

a.	Contract Start Date	5/30/18
	"Work" Time Dates	
b.	Anticipated Notice to Proceed Date	5/30/18
c.	2018 Summer Construction Start Date	6/13/18
d.	2018 End of Summer Construction Period	8/23/18
e.	2018 Phase 3 Completion Date Gym Only	10/1/18
f.	2018 Phase 3 Substantial Completion Date	12/31/18
g.	Final Completion Date	1/31/19
h.	Final Contract End Date	3/29/19
i.	"Work" Time in Calendar Days NTP to Final	303

PLEASE NOTE: Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

3. **Enumeration of Contract Documents.** The "Contract Documents" include the following:
 - a. This Contract with these Terms and Conditions.
 - b. **EXHIBIT A:** District's General Conditions to the Contract dated March 2018.
 - c. **EXHIBIT B:** Insurance Requirements
 - d. **EXHIBIT C:** Career Learning
 - e. **EXHIBIT D:** Workforce Training and Hiring Program
 - f. **EXHIBIT E:** Contractor Certification Statement
 - g. **EXHIBIT F:** OCIP Manual
 - h. **EXHIBIT G:** OCIP Enrollment Forms
 - i. **EXHIBIT H:** (BOLI Prevailing Wage Rates effective January 1, 2018 plus the April 1, 2018 Amendment) http://www.oregon.gov/boli/WHD/PWR/Pages/January_2018_Index.aspx
 - j. **EXHIBIT I:** ITB No. 2018-2395 Health & Safety Improvement Projects – Group 3A Lewis School
 - k. **EXHIBIT J:** ITB No. 2018-2395 Addendum No. 1 dated April 16, 2018
 - l. **EXHIBIT K:** 2KG Bid Response dated April 24, 2018
 - m. **EXHIBIT L:** IP17 Projects 2017 Bond Group 3 Lewis School 100% Construction Document Specifications dated March 27, 2018 (**Incorporated by Reference**)

- n. **EXHIBIT M:** Meriwether Lewis Elementary School Drawings dated March 27, 2018
(Incorporated by Reference)
- o. **EXHIBIT N:** Fire Protection Calculations dated March 26, 2018
- p. **EXHIBIT O:** Meriwether Lewis Elementary School 2016-0425 Material Data Sheets dated March 26, 2018
- q. **EXHIBIT P:** Destructive Testing Investigations dated March 5, 2018
- r. **EXHIBIT Q:** Pre-Renovation Asbestos and Lead paint Survey Report dated November 2016
- s. **EXHIBIT R:** KPFF Calculation Sheets dated March 27, 2018

4. **Contract; Contract Documents; Entire Agreement.** This Contract and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Contract" includes the Contract Documents.

5. **Determination of Contract Amount.**

- a. The Contract Amount for Lump Sum Contracts is the amount bid by the Contractor for performing the Work, as changed by any authorized Change Orders.
- b. The Contract Amount for Unit Price Contracts is determined by multiplying the final bid item quantities by the Unit Prices bid by the Contractor, as changed by any authorized Change Orders.
- c. The Contract Amount for Contracts using a combination of Unit Prices and Lump Sum prices is determined by adding together the amount bid by the Contractor for the Lump Sum items with the amount determined for the Unit Price items, as noted above, as changed by any authorized Change Order.
- d. The Contract Amount is full compensation for furnishing all materials, incidental work, equipment, tools, labor, and incidentals necessary to perform the Work in a complete manner in compliance with the Contract Documents, and for risk, loss, damage, or expense arising from the nature or prosecution of the Work or from the action of the elements. In addition, the cost of bonds, insurance, and compliance with all legal requirements for the Project are included within the Contract Amount.

6. **The Contract Sum.**

- a. The Contract Sum is **\$2,920,000.00**. The Contract Sum is the total amount payable by District to Contractor for performance of Work under the Contract Documents.
- b. The following alternates are included in the Contract Sum: None
- c. Unit prices if any: None
- d. Allowances included in the Contract Sum, if any: None
- e. Notwithstanding any other provision of this Contract or the Contract Documents, the Contract Sum includes all construction contingencies for existing site conditions other than unforeseen conditions that could not be reasonably inferred, or pre-existing Hazardous Materials. Contractor is thoroughly acquainted with and has inspected the Project site without restriction, understands the potential risks in this construction Work, and accepts the full risk of construction contingencies to complete the Work within the Contract Time and Contract Sum set out in this Agreement.

7. **Progress Payments.**

- a. The Contractor will submit an application for payment to the District Representative as provided in the General Conditions. The District Representative may require the Contractor to simultaneously submit an application for payment to the Design Professional working on the Project.
- b. Each application for payment shall be for one calendar month ending on the last day of the month.
- c. Payments are due and payable 30 days following receipt of the Contractor's complete Application for Payment or 15 days from the date after payment is approved by the District Representative, whichever is earlier. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate set forth in ORS 279C.570(2).

- d. The amount of each progress payment shall be determined as provided in the General Conditions, less retainage of 5% pursuant to ORS 279C.550 to 279C.565, ORS 701.420 and 701.430, and less liquidated damages, if any.

8. Portland Public Schools Equity In Public Purchasing & Contracting Policy

In July 2012, the PPS Board of Education passed the Portland Public Schools Equity in Public Contracting Policy, 8.50.095-P. The policy has three objectives:

Business Equity: The District will provide professional, supplier, construction and personal service purchasing and contracting opportunities to small businesses that have been historically under-utilized, including businesses owned by people of color, service-disabled veterans and women.

Contractor Workforce Equity: The District will ensure apprenticeship opportunities in the construction trades and will promote construction employment opportunities for people of color and women.

Career Learning Equity: The District will continue to provide career learning opportunities for students, providing them exposure to various potential career paths, including, but not limited to, architecture, engineering and related services, legal and accounting services, as well as building trades and construction work.

DEFINITIONS:

"Certified Business" means a company certified by the State of Oregon Certification Office of Business Inclusion and Diversity (COBID) as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE), business owned by Service Disabled Veteran (SDV) and/or an Emerging Small Business (ESB) pursuant to Oregon Revised Statutes Chapter 200; and/or

A company certified in the States of Oregon, Washington and California by the U.S. Department of Transportation (U.S. DOT) as a Disadvantaged Business Enterprise (DBE) pursuant to Code of Federal Regulations (CFR) Title 49, Subtitle A, Parts 23 and 26; and/or

A company certified by the State of Washington Office of Minority and Women's Business Enterprises (OMWBE) as a Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) pursuant to Washington Administrative Code, Title 326, Chapter 326-20.

a. BUSINESS EQUITY

Aspirational Goals for the Participation of Certified Businesses:

The Aspirational Goal for the District is as follows: Of the total amount the District pays against the contract resulting from this Contract, 18% or more is paid to a Certified Business. Such payment may be made by the District, its prime contractors or subcontractors.

b. CERTIFIED BUSINESS UTILIZATION REPORTING

The District has implemented an online Certified Business utilization tracking system. This web-based software system facilitates Certified Business utilization reporting for all construction, architecture, engineering, and related services contractors doing business with Portland Public Schools. The system is designed to streamline and automate subcontractor utilization reporting requirements and includes the following key features:

- Automated tracking of Certified Business utilization, using the COBID database
- Online verification of subcontractor payments
- Automated communication with contractors via email regarding reporting status

Prime contractors will be required to use the online system to submit first tier subcontractor data and monthly reports on progress payments to all subcontractors. Subcontractors will be required to use the online system to verify payments received from prime contractors, identify any further tiers of subcontractors, and submit monthly reports on progress payments to their own subcontractors. Prime contractors and subcontractors must access the system at least monthly, when prompted, to manage contract information and provide the required subcontractor and payment information. Prime contractors are responsible for ensuring that all subcontractors comply with the utilization tracking requirements.

The Certified Business utilization tracking system is online at <https://pps.diversitysoftware.com>. Access information will be provided to the designated point of contact for each contractor after contract award.

c. POST-AWARD GOOD FAITH EFFORT (GFE) CONTRACTOR INSTRUCTIONS

These instructions are intended for the Contractor selected as a result of this ITB. Where the term "Contractor" is used, it refers to the prime contractor selected as a result of this ITB process.

1. Addition Or Replacement Of Subcontractors After Bid Submission

If the Contractor must replace a Subcontractor after Contract execution, the Contractor shall make good faith efforts to solicit bids from Certified Business subcontractors for the work to be performed. Subcontractors may only be added or replaced in compliance with the contract.

2. Review Of Records

In the event that the District reasonably believes that a violation of the requirements of this section has occurred, the District is entitled to review the books and records of the Contractor and any Subcontractors employed on the project to which the requirements of this section are applicable to determine whether such a violation has or has not occurred.

In the event that the Contractor or any Subcontractor fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Contract and permit the imposition of remedies for breach, including the withholding of all or part of any progress payment(s).

d. CAREER LEARNING EQUITY

The intent of this objective is to increase the numbers of young people of color and young women in career learning programs.

For contracts \$100,000 and greater, the Contractor will register on the District's Career Learning database and will offer at least two (or at least four, if this Contract has a value greater than \$1,000,000) of the District-specified career learning opportunities for students as described in Exhibit C.

e. CONTRACTOR WORKFORCE EQUITY

1. Upon being awarded a District Public Improvement Contract or a District Intergovernmental Agreement for Construction or Public Improvement with a value greater than \$200,000, a Contractor shall be obligated to comply with the District Contractor Workforce Equity protocols as described in **Exhibit D**. The District has contracted with the City of Portland for assistance in program administration and compliance. The Contractor Workforce Equity protocols shall apply to:

- i. The prime contract; and
- ii. Any subcontract greater than \$100,000.

2. Contractor Workforce Equity Protocols.

- i. Contractor will ensure that a minimum of 20% of labor hours in each apprenticeable trade performed by the contractor and subcontractors on District projects are performed by state-registered apprentices, and
- ii. Contractor will utilize outreach, partnership and recruitment with workforce organizations, trade apprenticeship programs and unions to create an apprenticeship program that reflects the diversity of the Portland metropolitan area.

f. OWNER CONTROLLED INSURANCE PROGRAM ("OCIP")

1. Portland Public Schools has implemented an OCIP for the on-site insurance requirements for the work described in this Contract. The program includes on-site coverage for the following lines of insurance for all enrolled contractors and sub-contractors:

- i. Commercial General Liability
- ii. Excess Liability
- iii. Contractors Pollution Liability

2. All contract prices shall EXCLUDE those costs relating to the insurance provided by the OCIP.

3. The duration of the OCIP program would be from the Contract's Notice to Proceed through final acceptance. Off-site coverage is not a part of the OCIP and contractors will be required to provide appropriate evidence of this coverage.

9. **Unsupervised Contact with Students; Criminal Background Checks.** This provision is required by statute. "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct supervision by District personnel. ORS 326.603; OAR 581-021-0500.

CHOOSE ONE:

- a. Contractor will have no direct, unsupervised contact with students in the performance of this contract.
- Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students.
 - Contractor will discuss any questions or concerns about these requirements with District Point of Contact (named on the first page of this Contract) before beginning work.
 - Contractor, any subcontractors, and their officers, employees and agents must immediately remove themselves from any situation involving direct, unsupervised contact with students.
 - If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify District Point of Contact and undergo a criminal background check before beginning any work that could result in such contact.
 - Contractor must check in at the school office and wear a visitor badge while on District property or in the presence of District students.
 - A violation of these provisions is grounds for immediate termination of this Contract by the District.

OR

- b. Performance under this Contract may require or cause Contractor to have direct, unsupervised contact with students. As required by ORS 326.603, **Contractor must undergo a finger-print based criminal background check before beginning work under this Contract.**
- Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks.
 - Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
 - After completion of the criminal background check, Contractor will be provided with a District badge.
 - Contractor must wear the badge provided by the District while on District property or in the presence of District students.

10. Designation of Representatives.

- a. The District's Representative is: Neil Scheuerlein 503-505-4984
- b. The Contractor's Representative is: Mario Lipari 503-489-2020
- c. A party may change its designated representative upon 30 days written notice to the other party.

11. Notice and Communications.

- a. Notices and communications between the parties to this Contract may be sent to the following addresses:

District:
Neil Scheuerlein
Portland Public Schools
P.O. Box 3107
Portland, Ore. 97208-3107

Contractor:
Mario Lipari
2KG Contractors, Inc.
4917 NE 185th Dr.
Portland OR 97230

- b. The party giving notice will provide notice in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:
- c. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
- d. If notice is given by overnight delivery service, it is deemed delivered one (1) day after date deposited, as indicated by the delivery service.
- e. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it is deemed delivered three days after date deposited, as indicated by the postmarked date.
- f. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

12. Independent Contractor Status. By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.

13. Compliance With Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including without limitation, the following requirements of the Oregon Public Contract Code:

- a. ORS 279A.110 (Non-discrimination Certification): Contractor shall certify that Contractor has not discriminated and will not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- b. ORS 279C.380 (Performance and Payment Bonds): Unless exempted by the Owner in writing pursuant to the Owner's local public contracting rules, prior to starting work under this Contract, Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient performance bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, and Contractor or its Subcontractor shall execute and deliver to Owner a good and sufficient payment bond, in a form acceptable to Owner, in a sum equal to 100% of the construction portion of the Contract Price, solely for the protection of claimants under ORS 279C.600.
- c. ORS 279C.505 (Prompt Pay Requirement, Liens, Taxes, and Drug Testing): Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the Work provided for in such Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
- d. ORS 279C.510 (Recycling/Composting): If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

- e. ORS 279C.515 (Failure to Pay Promptly): If Contractor fails, neglects, or refuses to make prompt payment of any Claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this Contract as such Claim becomes due, the Owner may pay such Claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a Claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid Claims. Unless the payment is subject to a good-faith dispute as defined in ORS 279C.580, if Contractor or any first-tier Subcontractor fails to pay any Claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the 10-day period that payment is due under ORS 279C.580(4). A person with any such unpaid Claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good-faith dispute as defined in ORS 279C.580.
- f. ORS 279C.520 and 279C.540 (Hours of Labor, Holidays, and Overtime): Except as otherwise provided in an applicable collective bargaining agreement with a labor organization, Contractor shall not employ and shall require that its Subcontractors not employ any person to perform construction work for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540(1)(b).
 4. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. Contractor shall and shall require its Subcontractors to give notice in writing to their employees who work under this Contract, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- g. ORS 279C.520(1)(b) and (c) (Pay Equity):
 1. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the District to terminate the contract for cause.
 2. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
- h. ORS 279C.525 (Notice of Environmental Regulations): State law requires that solicitation documents for a public improvement contract make specific reference to federal, state, and local agencies that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution or the preservation of natural resources that may affect the performance of this Contract. These agencies include, but are not limited to:
 1. Federal Agencies: Department of Agriculture, Forest Service, Soil and Water Conservation Service, Coast Guard, Department of Defense, Army Corps of Engineers, Department of Emergency, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Federal Highway Administration, and Water Resources Council.

2. State Agencies: Department of Administrative Services, Department of Agriculture, Soil and Water Conservation Commission, Columbia River Gorge Commission, Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Consumer and Business Services, Land Conservation and Development Commission, Department of Parks and Recreation, Division of State Lands, and Department of Water Resources.
 3. Local Agencies: City councils, county courts, county boards of commissioners, metropolitan service district councils, design commissions, historic preservation commissions, planning commissions, development review commissions, special district boards of directors, and other special districts and special governmental agencies such as Tri-Met, urban renewal agencies, and Port Districts.
 4. Tribal Governments.
- i. ORS 279C.530 (Payment for Medical Care and Workers' Compensation): Contractor shall promptly, as due, make payments to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incidental to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service. All employers, including the Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
 - j. ORS 279C.545 (Time Limitations on Claims for Overtime): Construction workers employed by the Contractor or its Subcontractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor or Subcontractor within 90 days from the completion of the Contract, providing the Contractor or Subcontractor has:
 1. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the Work; and
 2. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
 - k. ORS 279C.580(3) (Prompt Payment of First-Tier Subcontractors): Contractor shall include in each subcontract for property or services with a first-tier Subcontractor a clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten days out of such amounts as are paid to the Contractor by the Owner. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Owner, interest shall be due on such claim as specified in ORS 279C.515(2) at the end of the ten-day period that payment is due under ORS 279C.580(3). Contractor shall require each first-tier Subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its Subcontractors to include a similar clause in each contract with a lower-tiered subcontractor or supplier.
 - l. ORS 279C.605 (Notice of Claim on Bond): Any person claiming a right of action under ORS 279C.600 must file a notice of claim as provided in ORS 279C.605.
 - m. ORS 279C.800 to 279C.870 (Payment of Prevailing Wage Required):
 1. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840 for each trade or occupation as defined by the Commissioner of the Oregon Bureau of Labor and Industries in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon available at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml.
 2. The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The [January 1, 2018] Prevailing Wage Rates for Public Works Projects in Oregon, the [January 1, 2018] PWR Apprenticeship Rates. Such publications can be reviewed electronically at http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml and are hereby incorporated as part of the Contract Documents.

3. Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
 4. The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner.
 5. If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.
- n. ORS 279C.836 (Public Works Bond Required): Contractor shall:
1. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8); and
 2. Include in every subcontract a provision requiring the Subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the Project, unless exempt under ORS 279C.836(2), (7) or (8).
- o. ORS 279C.845 (Prevailing Wage Certification; Additional Retainage):
1. Contractor and every Subcontractor shall file certified statements with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or Subcontractor's surety that Contractor and any Subcontractor has read such statement and certificate and knows the contents thereof, and that the same is true to Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid.
 2. The certified statement shall be delivered or mailed by Contractor or Subcontractor to Owner. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.800 to 279C.870. Notwithstanding any other provision of this Contract and in addition to any other retainage required under this Contract, the District shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the District. The District and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.
 3. Contractor and each Subcontractor shall preserve the certified statements for a period of three years from the date of completion of the Contract.
- p. ORS 671.560, 701.026 (Landscape/Construction Contractors License Required): If Contractor is performing work as a landscape contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction contractor's license issued under ORS 701.026. Contractor shall further certify that all Subcontractors performing Work described in ORS 701.005(2) are registered with the Construction Contractors Board or licensed by the State Landscaping Contractor's Board as required by the above-noted statutes before they commence Work under this Contract. Contractor shall maintain in effect all licenses, permits, and certifications required for the performance of the Work. Contractor shall notify Owner immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.

Contractor has the power and authority to enter into and perform this Contract. The persons executing this Contract on behalf of Contractor have the actual authority to bind Contractor to the terms of this Contract.

CONTRACTOR

2KG Construction, Inc.

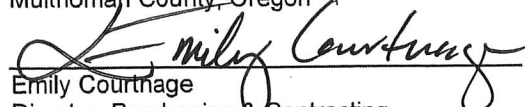

Signature

MARIO LIPARI SEC/TRES
Printed Name and Title

5.1.18
Date

DISTRICT

School District No. 1J,
Multnomah County, Oregon


Emily Courtnage
Director, Purchasing & Contracting

5/9/18
Date

PAYMENT METHOD: The District's preferred method of payment is by electronic payment (ePayables), a form of credit card payment. Upon invoice approval, a credit card account number will be provided to you which will allow you to access the funds as a credit card payment. Any fees charged by your credit card processor are your sole responsibility.

An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. The District will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment.

If you are willing and able to accept payment via credit card as noted above, please check yes.

YES NO

If "yes" checked: Unless otherwise specified, ePayables information will be sent to the email address on the first page of this contract. To send ePayables information to an alternate address, please note it here:
