CITY OF PENDLETON

2023 URD Project - SE 3rd Street Reconstruction





Expires: <u>6/30/24</u>

Stamped: <u>7/20/23</u>

<u>July 2023</u>

Engineering Department 500 SW Dorion Avenue Pendleton, OR 97801 www.pendleton.or.us Office (541) 966-0203 Fax (541) 966-0251

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INVITATION TO BID

Sealed bids for the **2023 URD Project – SE 3rd Street Reconstruction** will be received by the City of Pendleton c/o Tim Simons, Community Development Director, 500 SW Dorion Avenue, Pendleton, OR 97801 until **2:00 pm local time on the 8th day of August 2023**, plainly marked **"2023 URD Project – SE 3rd Street Reconstruction"**. All bid documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected. Bids submitted after the above-specified date and time shall not be opened.

Public bid opening will be available via Zoom or at the Community Development Department at City Hall, same address as above, at 2:00 pm local time, Tuesday, August 8, 2023. **Contact the Community Development Department at 541 966-0203 or** <u>iutta.haliewicz@ci.pendleton.or.us</u>, **541 966-0240**, for the Zoom link.

Bid documents may be obtained for a **non-refundable fee of \$25.00** from the Community Development Department located at the same address as above or by calling (541) 966-0203. A copy is also available online on the **City of Pendleton's website:** www.pendleton.or.us/rfps or on the **OregonBuys website:** https://oregonbuys.gov/bso/view/login/login.xhtml. For the nearest location of a review copy, also contact the Community Development Department. Bid documents will be available until 5:00 pm, August 4, 2023.

The Oregon Standard Specifications for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton Standard Specifications will apply to all construction work not noted in the Special Specifications. It is the Contractor's responsibility to obtain the latest revisions made to these specifications (latest revisions to City Standard Specifications, January 2001 with minor revisions 2001, 2004, 2005, 2006, 2012 and 2019).

All bidders must be prequalified for the class of work included in this bid document in accordance with the laws of the State of Oregon, and all prequalification applications must be submitted to the City by 1:00 pm Monday, August 7, 2023, the day before the bid opening. (See Section 2.00)

The City of Pendleton will not mail notice of Addenda, but will post notice of any Addenda on the OregonBuys website and the City's website (www.pendleton.or.us/rfps). Addenda may be downloaded off these websites and will be faxed or emailed to all bidders who have requested to be on the City's Planholders List. Contact jutta.haliewicz@ci.pendleton.or.us to be added to the City's list. Bidders should frequently check the websites until bid closing.

Each Bid Proposal must be submitted on the prescribed form (Section 3.00) accompanied by a certified or cashier check drawn from an Oregon Bank in good standing, or banks doing business in Oregon in good standing, or a Bid Bond issued by a surety company authorized to issue such bonds in the State of Oregon, payable to the City of Pendleton, Oregon, in an amount not less than five percent (5%) of the total amount of the Bid submitted.

All bidders must comply with ORS Chapter 279C and pay applicable prevailing wage rates in effect on July 5, 2023, including any amendments, as stated in the <u>Prevailing Wage Rates for Public Works Contracts in Oregon</u> published by the Oregon Bureau of Labor and Industries (see www.oregon.gov/boli).

The successful bidder will be required to furnish a bond for faithful performance of the contract in the full amount of the contract price. In addition to required performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies working on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law, must file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI .{ORS 279C.830 and ORS 279C.836} (See forms included in Section 5.00)

Each bidder must identify whether they are a resident bidder as defined in ORS 279A.120. (Preference for Oregon goods and services)

Nonresident Bidders: ORS 279A.120(3) states: "When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract." See form attached to the end of Special Conditions (Section 11.00). For information about DOR requirements, contact: http://www.oregon.gov/DOR

The Contractor shall, within two (2) working hours of the advertised bid opening, submit the first-tier subcontractor disclosure form. This form is to notify the Community Development Director in writing the names of the first-tier subcontractors. The disclosure form is attached to the end of the Special Conditions (Section 11.00). If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.

The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS Chapter 656, which requires them to provide workers' compensation coverage for all their subject workers.

The City reserves the right to accept that proposal which is in the best interest of the City of Pendleton, Oregon and to postpone the award of the Contract for a period not to exceed thirty (30) calendar days.

The deadline for filing a protest by the second responsible bidder is seven (7) calendar days after the Notice of Intent to Award has been issued. Protest must be in written form and received by 5:00 pm on the 7th day from the date of the letter of intent to award issued by the Community Development Director. Once the Notice of Intent to Award has been issued, bid submittal information will be available for public review.

Dated this 20th day of July, 2023.

Timothy M. Simons, Community Development Director

INFORMATION FOR BIDDERS

City of Pendleton, hereby referred to as OWNER, will be completing work under one contract for the **2023 URD Project - SE 3**rd **Street Reconstruction**. Bids are expected to be opened at **2:00 pm local time, Tuesday, August 8, 2023**. Bid award, with seven (7) calendar day notice of intent declaration, will likely take place on Tuesday, **August 15, 2023**, at the regularly scheduled City Council meeting, 7:00 pm, City Hall, 500 SW Dorion Avenue, Pendleton, Oregon. Virtual meeting attendance is available by visiting City of Pendleton website: www.pendleton.or.us

Work to be performed shall include the removal and replacement of approximately 2,600 LF of City standard curb and gutter, 2,200 SY of sidewalk and driveway approaches, 1,600 tons of asphalt, 900 LF of storm drain pipe, catch basins, manholes, and other associated work. The HMAC for this Project shall be 1/2-inch Dense Level 3 with PG 64-28 grade oil. HMAC shall be placed in 2 – 2-inch lifts for reconstructions.

Contractor to note that SE 3rd Street may be closed to thru traffic on a block by block basis during working hours. SE 3rd Street will need to be reopened with a smooth, flat, passable road surface of gravel or asphalt at the end of the work day for local traffic. Access to driveways and side streets will need to be provided at the end of each work day. During the work day, the Contractor may need to accommodate access to businesses or residences within the project area. Work within the intersections of Court Avenue, Dorion Avenue, Emigrant Avenue, and Frazer Avenue must be completed utilizing lane closures. Full closure of these intersections will not be allowed. Contractor will need to contact the Oregon Department of Transportation (ODOT) regarding any necessary permits required for work within these intersections as they are ODOT rights-of-way.

The above information is a general outline of principal features of the work. It does not in any way limit the responsibility of the CONTRACTOR(s) to perform all work and furnish all equipment, labor and materials required by the specifications and drawings. The drawings and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. **Engineer's estimate: \$913,750.00**

Bidders must submit the following completed documents with their bids by the due date (August 8, 2023) and time (2:00 pm local time) indicated on the <u>Invitation to Bid</u> (Section 1.00) or as stated on any addendum(s) stating otherwise. <u>Bids not containing the following items may be considered non-responsive</u>:

- Bid Proposal signed by company representative having authority to submit bids see Section 3.00
- Bid Bond/Security (5%) in form of certified or cashier's check drawn from an Oregon Bank or banks doing business in Oregon in good standing – see Section 4.00
- Acknowledgement of ALL Addenda
- Non-Collusion Affidavit (signed by company representative and notarized) see Section 8.00 Bidder shall, within two (2) working hours of the advertised bid opening, submit the first-tier subcontractor disclosure form see end of Section 11.00

Upon award of contract the SUCCESSFUL BIDDER must be prepared to submit the following completed documents within ten (10) business days of contract award:

- Three original signed contracts (provided by City)
- Copy of Statutory Public Works Bond
- Performance and Payment Bond
- Certificate of Liability Insurance
- Oregon Nonresident Bidder Form (if applicable)
- IRS Form W-9
- Application and payment for City Business License (Contractor and any subcontractors)
- Signed copy of Special Conditions (provided by City Section 11.00)
- BOLI Wage Rate Worksheet (indicating BOLI Wage Rates used for the project)
 - Example worksheet attached
- Construction Schedule

BOLI WAGE RATE WORKSHEET

	BOLI REGION RATE		BOLI APPENDIX RA		ATE	
CLASSIFICATION	BASIC HOURLY	HOURLY FRINGE	TOTAL	BASIC HOURLY W/ZONE	HOURLY FRINGE	TOTAL
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
		5.5	\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00		Į.	\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
	377		\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
		TE	\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
п			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00	1		\$0.00

PREQUALIFICATION

PUBLIC WORKS DEPARTMENT CITY OF PENDLETON PENDLETON, OREGON

Oregon Law requires a statement as to financial ability, equipment and experience to be completed and submitted by prospective contractors bidding on contracts for public improvements, the estimated cost of which is \$10,000 or over. No contractor is eligible to bid until this statement has been submitted.

Bidders must be prequalified for the class of work included in the bid documents. The City of Pendleton no longer accepts a copy of a bidder's approved Oregon Department of Transportation's prequalification application or approval letter. The City requires their own application to be completed and filed with the City Engineering Department. All prequalification applications must be submitted to the City by **1:00 pm the day before the bid opening.**

Upon request, this application is available to you through this office at 541 966-0203 or online https://pendleton.or.us/cdev/page/prequalification-application-2023 for your use in prequalification for this work.

PROPOSAL

Honorable Mayor and City Council City Hall Pendleton, Oregon 97801

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, but it is made without collusion with any official or employee of the City of Pendleton, Oregon, and that the Proposal is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the proposed improvements, and has personally inspected the site, and has satisfied himself as to the quantities of the materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials, as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereto attached and are hereby made a part of this Proposal.

The Bidder agrees that if this Proposal is accepted, he/she will, within ten (10) calendar days after notification of acceptance, execute the Contract with the City of Pendleton, Oregon, in the form of Contract annexed thereto, and will, at the time of execution of the Contract, deliver to the City of Pendleton, the Performance Bond required herein, and will to the extent of the Proposal, furnish all machinery, tools, and apparatus and other means of construction and do all the work and furnish all the materials necessary to complete the work in the manner and in the time and according to the methods as specified in the Contract Documents and required by the Engineer thereunder.

The Bidder agrees to complete the work identified for each schedule of work at the option of the City of Pendleton. The City, at its sole discretion, will identify and select the schedules of work that best fit the City's budget for this work. The City does not intend to award schedules separately.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Pendleton, Oregon, at the rate of one percent (1%) per day of total cost of work not yet completed for each of the contract schedules (or streets), or \$500 per calendar day for each schedule, whichever is greater for all work not yet completed by the Contract deadline, November 24, 2023, or work progression timeline, whichever occurs first (Section 13.00). Sundays and legal holidays shall be excluded in determining days of default.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

The Contract will be awarded based on bids. City reserves the right to award or reject the bids that are in the best interest of the City.

Bidders must submit the following completed documents with their bids by the bid due date (August 8, 2023) and time (2:00 pm) indicated on the Invitation to Bid (Section 1.00) or as stated on any addendum(s) stating otherwise. Bids not containing the following items may be considered non-responsive:

- Proposal (dated and signed by company representative having authority to submit bids) Section 3.00
- Bid Bond/Security Section 4.00
- Acknowledgement of all Addenda
- Non-Collusion Affidavit (signed by company representative and notarized) Section 8.00

Document to be submitted by Disclosure Deadline Date and Time:

• First-Tier Subcontractor Disclosure Form - see end of Section 11.00 (Special Conditions)

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in this Contract Document:

- Prequalification must be submitted by 1:00 pm the day before the bid opening date (bid opening August 8, 2023).
- A bid amount shall be submitted in the appropriate place for each item on the proposal as well as a grand total bid for the complete project.
- Bid will be awarded based on grand total bid amount. Separate schedules or streets will not be awarded to more than one general contractor.
- Bidders shall use only the Bid Proposal form provided in this Contract Document. All blank spaces in the Bid Proposal form must be filled in completely where required. No changes shall be made in the phraseology of the forms.
- The Bid Proposal form may be submitted separately from the remainder of these Contract Documents. It
 must be submitted in a sealed envelope and marked clearly to indicate its contents without being opened.
- The Bidder shall acknowledge receipt of all Addenda to the Bid. Bids received without acknowledgement or without the Addenda enclosed may be considered nonconforming. Notice of Addenda will not be mailed but will be posted on City's website (www.pendleton.or.us/rfps) and the OregonBuys website (https://oregonbuys.gov/bso/view/login/login.xhtml). Addenda may be downloaded off website and will be faxed or emailed to all bidders who have notified City to request their firm be placed on the Planholders list. Bidders should frequently check the websites until bid closing.
- Any taxes required by the laws and statutes of the State of Oregon and its political subdivisions shall be paid by the Contractor.
- Owner will pay all permit expenses with the exception of temporary permits related to construction work. The successful Bidder must pay all temporary permit expenses.
- All Bids must be submitted no later than the prescribed time, place, and manner set forth in the Contract Documents.
- Bids without sufficient data to provide a complete evaluation may not be considered.
- Any Bidder may modify its Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of the Bids, provided the Owner receives such communication prior to the closing time. The telegraphic or written communication should not reveal the Bid Amount; however, it should state the addition, subtraction, or other modification so that the final amount or terms will not be known to the Owner until the sealed Bid is opened.
- Bids cannot be modified at any time following the deadline for receipt of the Bids.
- Bids must be accompanied by a certified or cashier's check drawn from an Oregon Bank in good standing, or banks doing business in Oregon in good standing, or a Bid Bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount not less than five percent (5%) of the total amount of the Bid submitted. (See Section 4.00) This check or Bid Bond shall be given as guarantee that if awarded the Contract, the successful Bidder will execute the Contract within the time specified. See Standard Specifications for the City of Pendleton Section 1:06 Bid Security for more information.
- Non-Collusion Affidavit must be submitted with the Bid; otherwise, the Bid may be considered non-responsive. (See Section 8.00)
- First-Tier Subcontractor Disclosure Form must be submitted by the date and time designated in the Invitation to Bid. This Form must be submitted separately for each Schedule, even if there are no Subcontractors that need to be disclosed; otherwise, the Bid will be considered non-responsive. See Special Conditions (Section 11.00) for more information and a copy of the Disclosure Form.

The Owner will make the award of work based on the best interests of the City of Pendleton. The Owner also reserves the right to reject any or all bids and to postpone the award of the work for a period not to exceed thirty (30) calendar days with time extensions for completion date. The Owner, at its sole discretion, reserves the right to select the bid(s) most beneficial to the City of Pendleton.

2023 URD - SE 3rd Street Reconstruction Project

Time of Completion: No later than November 24, 2023

SE 3rd Street (Cul-De-Sac North of SE Byers Avenue to SE Frazer Avenue)

Item <u>No.</u>	ODOT Spec. No.	Approx. Quantity	Item with Unit Price Bid	<u>Unit Price</u>	Extended Total
1.	00210	LS	Mobilization		
2.	00221	LS	Temporary Traffic Control		
3.	00280	LS	Erosion Control		
4.	00290	LS	Pollution Control Plan		
5.	00310	LS	Removal of Structures/Obstructions		
6.	00320	LS	Clearing and Grubbing		
7.	00350	7,400 SY	Subgrade Geotextile		
8.	00445	2 EA	Storm Cleanout		
9.	00445	140 LF	6-in. Ductile Iron Storm Pipe		
10.	00445	680 LF	8-in. Ductile Iron Storm Pipe		
11.	00445	160 LF	8-in. PVC Storm Pipe		
12.	00470	3 EA	Concrete Storm Sewer Manhole		
13.	00470	17 EA	Catch Basin		
14.	00490	3 EA	Minor Adjustment of Manhole		
15.	00490	8 EA	Water Valve Box Adjustment		
16.	00490	16 EA	Water Meter Box Adjustment		

Item <u>No.</u>	ODOT Spec. No.	Approx. Quantity	Item with Unit Price Bid	<u>Unit Price</u>	Extended <u>Total</u>
17.	00490	2 EA	Sewer Clean Out Adjustment		
18.	00490	1 EA	Connection to Existing Roof Drain		
19.	00490	3 EA	Connection to Existing Storm Pipe		
20.	00490	6 EA	Connection to Existing Storm Structure		
21.	00640	1,250 CY	2-in0-in. Base Rock in Place		
22.	00640	850 CY	¾-in0-in. Base Rock in Place		
23.	00744	1,600 TON	Level 3 HMAC ½-in. Dense 2- 2-in. Lifts		
24.	00748	400 SY	3-in. Asphalt Concrete Pavement Repair, Incl. Base		
25.	00759	2,600 LF	Concrete Curb & Gutter, Incl. Base		
26.	00759	60 LF	Concrete Curb, Pedestrian, Incl. Base		
27.	00759	1,700 SY	Concrete Walks, Incl. Base		
28.	00759	7 EA	Extra for Sidewalk Ramp		
29.	00759	83 SF	Truncated Domes on New Surface		
30.	00759	500 SY	Concrete Driveway Commercial, Incl. Base		
31.	00759	150 SY	Concrete Driveway Residential, Incl. Base		
32.	00940	15 EA	Street Sign Removal and Relocation		
33.	01030	200 SY	Restorative Landscaping (Sod)		
-			Dramagal Daga A of 5		

Item <u>No.</u>	ODOT <u>Spec. No.</u>	Approx. <u>Quantity</u>	Item with Unit Pri	<u>ce Bid</u>	<u>Unit Price</u>	Extended <u>Total</u>
34.	01030	200 SY	Restorative Landsca	aping (Mulch)		
35.	01030	100 SY	Restorative Landsca	aping (Gravel)		
36.	01120	1 EA	Irrigation Repair			
			GRAND T	OTAL BID AM	IOUNT:	
Contra Notific said B of Pen The Bi	act and furnis cation of Accepider, accordinal adleton, Orego	th the specified otance of his/he ng to the condition, in accordance only and carefu	ded the Contract for the Performance and Pay r Bid Proposal, then, in ons of the Invitation to be with the terms of the Itlly studied the Contract nda, receipt of all which	ment Bond with that case, the Bid Bid and Informat Bond as specified	in ten (10) days aft Bond/Security depo ion for Bidders, shall I in the Contract Doc other related data ide	ter the receipt of the osited herewith by the be retained by the City cuments.
2000	Addendum I		, 1 0002pt 01 011 112110	Addendum D	· ·	
The n	ame of the Rid	dar who is subr	nitting this Proposal is_			
	business at	der who is subi	intting this i roposaris_			
which	is the address	(Street) s to which all co	mmunication concerne	(City) d with this Propo	(State) osal and with the Co	Zip) ntract shall be sent.
			of the Corporation subr pals are as follows:	nitting this Prop	osal, of the Partners	hip, or of all persons
Print	Name			Print Name		
Signa	ture			Signature		
Dated	this	day of	, 202	23.		
				Signature of	Bidder	
				Title		

BID BOND/SECURITY

KNOW ALL MEN BY THESE PRES	SENTS, that we, the undersigned,as
Principal, and	, as Surety, are hereby held and firmly bound unto
,	as Owner penal sum of
for the payment of which, well and truly	to be made, we hereby jointly and severally bind ourselves, successors
and assigns.	
Signed, this day of	, 2023.
The condition of the above oblig	gation is such that whereas the Principal has submitted to the City of
Pendleton a certain BID, attached hereto	and hereby made a part hereof to enter into a Contract in writing for the
2023 URD Project - SE 3rd Street Reco	nstruction.
NOW THEREFORE,	
(A) If said BID shall be rejected, or	
(B) If said BID is accepted and the Princip	oal executes and delivers contract in the Form of Contract attached hereto
(properly completed in accordance v	vith said BID) and furnishes a BOND for the faithful performance of said
Contract, and for the payment of all p	ersons performing labor or furnishing materials in connection therewith,
and in all other respects perform the	e agreement created by the Acceptance of said BID,
then this obligation shall be void, other	erwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability	of the Surety for any and all claims hereunder shall, in no event, exceed
the penal amount of this obligation as he	erein stated.
The Surety, for value received, here	eby stipulates and agrees that the obligations of said Surety and its BOND
shall be in no way impaired or affected by	any extension of the time within which the Owner may accept such BID;
and said Surety does hereby waive notic	e of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have h	ereunto set their hands and seals, and such of
them as are corporations have caused their corporate seals to be he	reto affixed and these presents to be signed by
their proper officers, the day and year first set forth above.	
	L.S.
Prin	ncipal

Surety

By:______Attorney-in-Fact

IMPORTANT -- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #:	· · ·	C	CB # (if applicable):			
We,					, as princip	al, and
business in the State of Oregon, Bureau of Labor and Industries (I to be paid as provided in ORS ch made, we bind ourselves, our heir	BOLI) in the sapter 279C, as	um of thirty thousa amended by Oreg	and unto the State of On and dollars (\$30,000) law on Laws 2005, chapter 3	wful money of the V 360, for which pays	nd benefit of the C United States of A ment well and trul	Oregon america ly to be
WHEREAS, the above-named prochapter 279C, as amended by Orbond in the penal sum of \$30,00 Oregon Laws 2005, conditioned a	egon Laws 20 0 with good a	05, chapter 360, ar and sufficient suret	nd is, therefore, required	to obtain and file	a statutory public	works
NOW, THEREFORE, the condiprincipal as a contractor or subcomorkers performing labor upon p as amended by Oregon Laws 200 force and effect.	ontractor on public works p	ublic works projec rojects for unpaid v	t(s), shall pay all claims vages determined to be o	s ordered by BOLI due, in accordance	I against the princ with ORS chapter	cipal to r 279C,
This bond is for the exclusive pu projects in accordance with ORS					labor upon public	works
This bond shall be one continuin hereunder shall in no event excee				gate of any and all	claims which ma	ıy arise
This bond shall become effective until depleted by claims paid un cancels the bond. This bond ma contracts entered after cancellation Cancellation shall not limit the reduring the work period of a contract.	der ORS chap by be cancelle on by giving 3 esponsibility	oter 279C, as amer d by the surety and 0 days' written not of the surety for th	aded by Oregon Laws 2 d the surety be relieved ice to the principal, the e payment of claims or	2005, chapter 360, of further liability Construction Contr	unless the surety y for work performactors Board, and	sooner med on BOLI
IN WITNESS WHEREOF, the proof Oregon to enter into this obliga		arety execute this ag	greement. The surety ful	lly authorizes its re	presentatives in th	ne State
SIGNED, SEALED AND DATE	D this	day of	AAN-A	, 20		
Surety by:			Principal by:			
Company Name		(Seal)	Name			
Signature			Signature			
Title (e.g. Attorney-in-Fact)			Title			
Address			Address			
City	State	Zip	City	Stat	e Zi	ip
•			ruction Contractors Bo			•

PO Box 14140 Salem, OR 97309-5052 Telephone: (503) 378-4621



Construction Contractors Board

PO Box 14140 Salem OR 97309-5052 Telephone: 503-378-4621 Fax: 503-373-2007 Web Address: www.oregon.gov/ccb

For CCB Use Only:
File No

Non-Construction Company Filing STATUTORY PUBLIC WORKS BOND with CCB

ORS 279C.836 requires that all public works contractors working on qualifying public works projects, with a contract price that exceeds \$100,000, file a \$30,000 public works bond with the Construction Contractors Board (CCB). This includes construction companies that are licensed and non-construction companies that are not required to be licensed with the CCB.

<u>If you are already licensed with the CCB</u>, you do not need to complete this form. Please send your \$30,000 public works bond directly to the CCB with your license number on it.

If you are a non-construction company that is NOT required to be licensed with the CCB, please complete this information below and submit it with your \$30,000 public works bond. This will be used to help the CCB properly store and display your information on-line.

Type of Business Entity:					
☐ Sole Proprietor	☐ Joint Venture	☐ Partnership	☐ Corporation		
	☐ LP	LLP	☐ Trust		
Oregon Corporation Divisi	ion Registry No. (if applicable)				
Name of Business Entity:					
Telephone No: ()_	E1	mail:			
Type of Work This Company Performs:					
I certify that the aforementioned independent contracting business does not perform work subject to ORS 701 and is NOT required to be licensed with CCB.					
Name of Individual Filling O	ut This Form (Please Print)	Title/Position (Pl	ease Print)		
Signature		Date			

	Contract No.	
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CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this	day of	, 2023, by and
between the City of Pendleton, Oregon, a municipa	l corporation hereinafter called	the "Owner" and
	hereinafter called the	e "Contractor".
WITNESSETH:		
Said Contractor, in consideration of the sum in the amou	nt of \$	to be paid
them by the Owner and of the covenants and agreements h	erein contained, hereby agrees at th	ıeir own proper cost
and expense to do all the work and furnish all the materia	als, tools, and labor for the constru	ction of 2023 URD
Project - SF 3rd Street Deconstruction		

Contract Documents shall be referred to as Invitation to Bid, Information for Bidders, Prequalification, Bid Proposal, Bid Bond/Security, Statutory Public Works Bond, Contract, Assignment of Antitrust Rights, Non-Collusion Affidavit, Performance/Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, Special Specifications, Drawings, any Addendum, and the contents of the latest revision of the Oregon Standards Specifications for Construction (ODOT/APWA), excluding Sections 00100 and 00745.95 and the City of Pendleton Standard Specifications, and are all hereby made a part of this Contract by specific reference as fully and completely as if the same were fully set forth herein.

In the consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Community Development Director (CDD) and to his satisfaction to the extent provided in the Contract Documents, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the proposals as determined by the Contract Documents, or as otherwise herein provided, and based on the said Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the acceptance by the Owner.

It is agreed that the time limit for the completion of the Contract, based upon the Proposal, is **no later than November 24, 2023.**

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be computed at the rate of one percent (1%) per calendar day of the total price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater. Sundays and legal holidays excluded in determining days of default.

The Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, or national origin.

IN WITNESS WI , 2023.	HEREOF, we the parties hereto, ea	ach herewith subscribe the same this	_ day of
		CITY OF PENDLETON	
		By John H. Turner, Mayor	
		By Sheri R. Allen, City Recorder	
		(Contractor)	
		By(Signature)	
		Title:	
Approved as to Form:	Nancy Kerns, City Attorney		
Contractor's Registratio	n #	<u></u>	
Contractor's Tax Identif	ication #		

ASSIGNMENT OF ANTITRUST RIGHTS

By entering into a contract, the Contractor, for consideration paid to the Contractor under the contract, does irrevocably assign to the City of Pendleton any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to further assign any claim for relief or consideration and to control any such litigation on such claim for relief or counsel action, by reason of any violation of 15 USC 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Pendleton, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to further assess any claim for relief or Counsel action and to control any litigation arising there under, in connection with any goods or services provided to the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Pendleton. It is an express obligation of the Contractor to advise the City of Pendleton of Oregon:

- 1. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action:
- 2. Immediately upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- 3. The date on which it notified the obligator(s) of any such claims for relief or cause of action of the fact of its assignment to the City of Pendleton.

Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay to the City of Pendleton its proportionate share thereof, if any, assigned to the State hereunder.

NON-COLLUSION AFFIDAVIT

- 1) This Non-Collusion Affidavit is material to any Contract awarded pursuant to the bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon the finding by the agency that it is in the public interest to do so (ORS 279.035). This public contracting agency finds that it is in the public interest to require the completion of this Affidavit by potential Contractors.
- 2) This Non-Collusion Affidavit must be executed by the member, officer, or employee of the Bidder who makes the final decision for price(s) and the amount(s) quoted in the bid.
- 3) Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure themselves that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval, or submission of the bid.
- 4) In the case of a bid submitted by joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
- 5) The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bid process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 6) Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

STATE OF)	
) County of)	
I state that I am Print/Type - Name	Print/Type - Position Title with Firm/Company
representing Print/Type - Name of Firm/Company	
and that I am authorized to make this Affidavit on	behalf of my Firm/Company, and its owners, directors, my Firm/Company for the price(s) and the amount(s)
consultation, communication, or agreement we except as disclosed on the attached appendix to to the state of the price of the amount of the provided approximate amount of the provided in this bid, have who is a Bidder or potential Bidder, and they will solve the price of the provided in this bid, have who is a Bidder or potential Bidder, and they will solve the price of the provided of the price of the provided in this provided in this provided in this provided in this provided in the price of the provided in this provided in the price of the provided in this provided in the price of the provided in the provided in the provided in the price of the provided in th	d in this bid, and neither the approximate price(s) nor we been disclosed to any other Firm/Company or person I not be disclosed before the bid opening. Induce any Firm/Company or person to refrain from with price(s) and/or amount(s) higher than this bid, or we price(s) and/or amount(s) in a bid or other form of bid on behalf of my Firm/Company is made in good faith sion with, or inducement from, any Firm/Company or
· · · · · · · · · · · · · · · · · · ·	cknowledges that the representations are material and dleton in awarding the Contract(s) for which this Bid is
	that any misstatement in this Affidavit is and shall be Pendleton of the true facts relating to the submission of
	Signature – Name
This instrument was acknowledged before me this _	day of, 2023.
	Notary Public for
	My Commission Expires:

PERFORMANCE/PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
(The official name, form of organization, and address of the Contractor, and, if partnership, name of partners.)
as Principal, and
(Name and Address of the Surety)
, a corporation, duly authorized to do a general surety business in the State of
Oregon as Surety, are jointly and severally held and bound unto City of Pendleton in the sum of
(the basic contract price, in words and figures)
for the payment of which we jointly and severally bind ourselves, our heirs, executors, successors, and assigns, firmly by these presents.
THE CONDITIONS OF THIS BOND ARE SUCH THAT
WHEREAS the Principal herein on the day o
, 2023, entered into a Contract with the City of Pendleton, the obligee herein, which Contract consists of
Invitation to Bid, Information for Bidders, Prequalification,
Bid Proposal, Bid Bond/Security, Statutory Public Works Bond, Contract, Assignment of
Antitrust Rights, Non-Collusion Affidavit, Performance/Payment Bond, Certificate of Insurance,
Special Conditions, IRS Form W-9, Special Specifications, Drawings, any Addendum, Oregon Standard Specifications

All as hereto attached and made a part hereof, whereby said Principal undertakes to do all labor, furnish all plant and equipment, and furnish all material in accordance with all the terms and conditions set forth in said Contract Documents; and promptly to make payment for all labor, services, and material and pay sums due the City of Pendleton and the United States required to be paid by employers and to save harmless the obligee from any claims for damages or injury to property or persons arising by reason of said work, as set out more fully in said Contract Documents; and to do and perform all things in said Contract Documents required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, state and national.

for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton Standard Specifications

NOW THEREFORE, if said Principal herein shall promptly pay all persons, furnishing labor, services, material or insurance to said Principal, or to his subcontractors, or to their assigns, on or about said work; and shall save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages of injury to property or persons arising by reason of said work; and shall in the time and manner, and under the terms and conditions prescribed, will and faithfully do, perform and furnish all material and things as by them in said contract undertaken, and as by law, state, and federal prescribed, then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following further conditions:

- (a) All material, workmen, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies, or provisions for carrying on such work shall have a direct right of action against the Principal and Surety on this bond, second only to the right of the Obligee under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted in a proceeding instituted in the name of the Obligee to the use and benefit of the person, firm or corporation instituting such action and of all persons, firms, or corporations having claims hereunder shall have the right to be made a party to such proceeding (but not later than six months after the complete performance of said contract and final settlement and judgment rendered thereon).
- (b) In no event shall the Surety be liable for a greater sum than the amount of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than twelve (12) months after the complete performance of said contract and final settlement thereof.
- (c) Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications and accompanying the same shall in any way affect its obligations on this bond. It does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHE	REOF, the parties hereto have caused this	s Bond to be executed in	this
day of			
			(SEAL)
			(SEAL)
			(SEAL)
WITNESSES:		(Principal)	
			(SEAL)
			(SEAL)
COUNTERSIGNED	:		
BY:			
(R	esident Agent)		

CERTIFICATE OF INSURANCE

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

Company Letter A Company Letter B

COMPANIES AFFORDING COVERAGE

			y Letter C			
			y Letter D			
00/504050		Compan	y Letter E			
COVERAGES THIS IS TO CERTIFY THAT POLICIE POLICY PERIOD INDICATED, THE EXCLUSIONS, AND CONDITIONS (PENDLETON REQUIRES OTHERWI	INSURANCE AFFORDI OF SUCH POLICIES EX	ED BY THE POLI	CY DESCRIBED I	HEREIN IS SUBJ	ECT TO ALL	THE TERMS,
TYPE OF INSURANCE (Check One) PClaims MadeOccurrence		POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE		_	THOUSANDS AGGREGATE
GENERAL LIABILITY COMPREHENSIVE FORM PREMISES/OPERATIONS				BODILY INJURY	\$	\$
UNDERGROUND EXPLOSION & COLLAPSE PRODUCTS/COMPLETED OPER	ATIONS			PROPERTY DAMAGE	\$	\$
CONTRACTUAL INDEPENDENT CONTRACTORS BROAD FORM PROPERTY DAM.				BI & PD COMBINED	\$	\$
PERSONAL INJURY	·· ···			PERSONAL INJ.	\$	\$
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS (PRIV. PAS ALL OWNED AUTOS (OTHER TH				BODILY INJURY (PER PERSON)		
PRIV. PASS)				BODILY INJURY (PER ACCIDENT		
HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				PROPERTY DAMAGE	\$	
EXCESS LIABILITY				BI & PD COMBINED	\$	
UMBRELLA FORM OTHER THAN UMBRELLA FORM	1			BI & PD COMBINED	\$	
WORKER'S COMPENSATION				STATUTORY \$		(each accident)
AND EMPLOYERS' LIABILITY				\$ \$		ase policy limit) each employee)
OTHER						
DESCRIPTION OF OPERATIONS/LO	DCATIONS/VEHICLES/S	SPECIAL ITEMS				

CERTIFICATE HOLDER

Insured

CANCELLATION

SPECIAL INSTRUCTIONS INDICATE WITH RESPECT TO EACH OF THE GENERAL CATEGORIES OF INSURANCE, IE. GENERAL LIABILITY, AUTO LIABILITY, EXCESS LIABILITY AND THE LIKE, WHETHER OR NOT THEY COVER THE BOXES ABOVE. SPECIFICALLY, THE CITY WANTS TO KNOW WHETHER BY CHECKING ONE OF THE BROAD COVERAGES ALL THE COVERAGES LISTED ARE ALSO INCLUDED. IN ADDITION, WITH RESPECT TO AGGREGATE LIMITS PLEASE INDICATE WHETHER THE AGGREGATES ARE FOR ONE OCCURRENCE OR

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

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AGGREGATE DURING THE LIFE OF THE POLICY WITH RESPECT TO EACH.

SPECIAL CONDITIONS

- 1. In the case of a difference or conflict in specifications and/or drawings, the Special Conditions, followed by the Special Specifications, followed by the City's Standard Specifications, and then followed by ODOT/APWA Specifications shall govern or prevail.
- **2.** The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or materials for the prosecution of the work provided in the Contract.
- **3.** The Contractor shall provide workers' compensation insurance coverage for all individuals, others than those exempt under ORS 656.027, who perform labor under the Contract before labor under the Contract commences. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the Contract.

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

- **4.** The Contractor will not permit any lien or claim to be filed or prosecuted against the City on account of any material or labor furnished to the Contractor.
- **5.** The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
- **6.** The Contractor shall demonstrate that an employee drug testing program is in place.
- 7. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim shall become due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim. (ORS 279C.515)
- 8. The Contractor shall, within two (2) working hours after the advertised bid closing date and time, notify the Community Development Director in writing of the names of the first-tier sub-contractors on the disclosure form attached to the end of these Special Conditions. Submission of the first-tier sub-contractors disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370). Contractors are required to disclose information about certain first-tier subcontractors. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the total project bid, but at least \$15,000; whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid. If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.
- 9. In addition to required payment and performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies who work on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law shall file a \$30,000 Statutory Public Works Bond with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830 and ORS 279C.836}. (See forms included in Section 5.00) This bond applies to ALL CCB licensed and non-CCB licensed subcontractors. Contractors must include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the CCB and must verify that subcontractors have filed a Public Works Bond before permitting subcontractor to start work on a project, unless exempt. For more information regarding this requirement, contact the Construction Contractor's Board at (503) 378-4621.
- **10.** If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the municipality (Owner) may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within thirty (30) days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (Contractor's relations with subcontractors) (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580 (Contractor's relations with subcontractors). The rate of interest on the amount due is nine (9) percent per annum as defined under ORS 279C.515(2). The amount of interest may not be waived.

- **11.** If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. **Every contract related to this Contract shall contain a clause setting forth this requirement.**
- **12.** If requested in writing by a first-tier subcontractor, the Contractor, within ten (10) calendar days after receiving the request, shall send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to the public contracting agency or pay document provided by the public contracting agency to the Contractor specifically related to any labor or materials supplied by the first-tier subcontractor.
- 13. Except where the Contractor is a party to a collective bargaining agreement in effect with a labor organization, no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
- A) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; or
- B) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; and
- C) For all work performed on Saturday and on the following legal holidays:
 - (i) Each Sunday.
 - (ii) New Year's Day on January 1.
 - (iii) Memorial Day on the last Monday in May.
 - (iv) Independence Day on July 4.
 - (v) Labor Day on the first Monday in September.
 - (vi) Thanksgiving Day on the fourth Thursday in November.
 - (vii) Christmas Day on December 25.
- D) Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as a legal holiday. (ORS 279C.540)
- E) The Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. (ORS 279C.520)
- **14.** Contractor may not work on the following City recognized holidays without explicit written permission from the City of Pendleton. City reserves the right to disallow work on these days due to available inspection staff and/or traffic safety and congestion.
 - A) The afternoons of Wednesday and Thursday of the second full week in September (Round-up Week).
 - B) The Friday and Saturday of the second full week of September (Round-up Week).
 - C) Christmas Eve on December 24.
 - D) New Year's Eve on December 31.
 - (i) Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as the holiday, or each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as the holiday.
- **15.** Contractor must promptly pay for all medical services for which the contractor has agreed to pay and for all amounts for which the Contractor collects or deducts from the worker's wages. (ORS 279C.530)

16. Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, subcontractor or other person doing or contracting to do the work in whole or any part on the Contract, shall be paid not less than the applicable prevailing rate of wage as required by ORS Chapter 279C.838 and 279C.840. All bidders must comply and agree that the requirements and conditions of employment be observed and prevailing wage rates, as established by the Oregon Bureau of Labor and Industries be paid under this Contract.

The existing prevailing wage rates in effect on July 5, 2023, including any amendments, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages are available online at https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx

- by him under this agreement shall be considered his employees only and not employees of the City and any claims that may arise under the Workers' Compensation Act on behalf of the said employees while so engaged in any and all claims made by third parties as a consequence of any act or omission on the part of him or his employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation responsibility of Contractor and/or his contractors. The parties to this agreement recognize that Contractor and his employees, officers, agents and subcontractors are providing professional services as independent contractors and are not providing services as employees of the City and are therefore not entitled to the benefits provided by the City to his employees, including but not limited to Workers' Compensation benefits, group health insurance, social security, pension plans, or any other benefit accruing to City's employees. Contractor hereby agrees to hold the City harmless from, and shall process and defend at his own expense, all claims, demands, or suits of whatever nature, brought against him arising from his performance under this agreement. Contractor shall advise his officers, agents, employees and subcontractors of this provision.
- **18.** The Contractor shall keep himself informed and at all times comply with any ordinance, laws, and regulations dealing with the preservation of environmental pollution and the preservation of natural resources that may be affected in the performance of the Contract. The following are a list of agencies that may have enacted ordinances or regulations dealing with the preservation and environmental pollution and the preservation of natural resources:

Federal Agencies:

Agriculture, Department of

Forest Service

Soil Conservation Service

Defense, Department of

Army Corps of Engineers

Energy, Department of

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development,

Department of Solar Energy and Energy

Conservation Bank

Interior, Department of

Bureau of Land Management

Bureau of Indian Affairs

Bureau of Mines

Bureau of Reclamation

Geological Survey

Mineral Management Service

U.S. Fish and Wildlife Service

Labor, Department of

Occupational Safety and Health Administration

Mine Safety and Health Administration

Transportation, Department of

Coast Guard

Water Resources Council

State Agencies:

Administrative Services, Department of

Dept of Agriculture

Department of Consumer & Business Services,

State of Oregon

Occupational Safety & Health Division

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Health Division

Historic Preservation Office

Human Resources, Department of

Land Conservation and Development Commission

Parks and Recreation, Department of

Soil and Water Conservation Commission

State Engineer

State Land Board (Lands, Division of State)

Transportation, Department of

Water Resources Department

Local Agencies:

City of Pendleton City Council

Umatilla County Commissioners

Board of Port of Umatilla

Fire Protection Districts

City of Pendleton Planning Commission

Umatilla County Planning Commission

Confederated Tribes of the Umatilla Indian

Reservation

19. Liability and Indemnity:

- A) <u>Indemnification</u>. Contractor shall indemnify, hold harmless and defend City and its officers, agents and employees from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any negligent activity of Contractor in the execution of this Contract. City shall have no liability to Contractor for any injury, loss, or damage caused by Contractor or third parties.
- B) <u>Public Liability and Property Damage Insurance</u>. Before beginning execution of the Contract, Contractor shall maintain public liability insurance against death or injury to person, or damage to property, during the life of this Contract at Contractor's cost; said insurance shall be in such form so as to protect both Contractor and City from all claims expressed or implied as above provided, and in the following amounts:
 - 1) Public Liability Insurance not less than \$1,000,000 for injuries to any one person, including accidental death and not less than \$1,000,000 for any one accident.
 - 2) Property Damage Insurance not less than \$1,000,000 for any one accident.

The Contractor's Public Liability and Property Damage Insurance shall adequately provide the <u>primary coverage</u> on all claims arising out of the performance of the Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities. Such insurance shall protect Contractor against the claims on account of the obligations assumed by Contractor under this Contract and shall name City and its officers, agents and employees as additional insured.

The above-mentioned proof shall be in the form of a copy of the policy and all appropriate riders with the City being named as a co-insured on all policies and provide for thirty (30) days written notice of any change or cancellation to City before Contractor begins execution of the Contract.

- **20.** No bid for construction will be received or considered by the City unless the bidder is registered with the Construction Contractors Board as required by ORS Chapter 701 or the State Landscape Contractors Board as required by ORS 672.530. **In addition, the Contractor and subcontractors must obtain a City of Pendleton Business License as follows:**
 - A) Any contractor or subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must obtain a City of Pendleton Business License or comply with the alternative in paragraph 18.C) below.
 - B) The Contractor or any subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must include, as part of the application for a City of Pendleton business license, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
 - C) A prime contractor engaged in a Construction Project may obtain a Construction Project License as an alternative to obtaining a City of Pendleton Business License for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of a Business License for subcontractors only and is in addition to the Business License of the prime contractor. The application for a Construction Project License must contain, among other items, a signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board is also required.
- **21.** The Oregon Government Standards and Practices laws may apply to Contractor. ORS 244.040(1)(a) prohibits any government officer, employee, or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. For further information on this matter contact the Oregon Government Standards and Practices Commission; 100 High Street SE, Suite 220; Salem, Oregon 97310; phone 503 378-5105.

22. Contractor certifies that:

- A) Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the right of City to specify the desired results;
- B) Contractor is responsible for obtaining all assumed business registrations or professional occupational licenses required by state law or local governmental ordinances;
- C) Contractor furnishes the tools or equipment necessary for performance of the contracted labor or services;
- D) Contractor has the authority to hire and fire employees to perform the labor or services;
- E) Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of a periodic retainer;

- F) Contractor is registered under ORS chapter 701 (Construction Contractors), if Contractor provides labor or services for which such registration is required;
- G) Federal and state income tax returns in the name of the business or a business Schedule C or farm Schedule F as part of the personal income tax return were filed for the previous year if the contractor performed labor or services as an independent contractor in the previous year; and
- H) Contractor represents to the public that the Contractor is an independently established business. Except where Contractor files a Schedule F as part of the personal income tax return and the Contractor performs farm labor or services that are reportable on Schedule C, Contractor is considered to be engaged in an independently established business when four or more of the following circumstances exist:

[Initial those that apply]

- The labor or services are primarily carried out at a location that is separate from the residence of Contractor or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
- ii ___ Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the Contractor has a trade association membership;
- iii___ Telephone listing and service are used for the business that is separate from the personal residence listing and service used by Contractor;
- iv ___ Labor or services are performed only pursuant to written Contracts;
- v __ Labor or services are performed for two or more different persons within a period of one year; or
- vi ___ Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services provided.
- **23**. If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.
- **24.** This agreement and the party's rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.

25. Work Hours

Normal working hours are Monday through Friday, 7:00 am to 6:00 pm. Work may extend beyond this time period with prior written permission from the City. The Contractor shall notify the City forty-eight (48) hours in advance of time work will be performed on Saturdays, Sundays or Holidays or other than normal working hours.

Per City Ordinance No. 2287, no work that produces dust or flying debris shall be performed or equipment utilized that produces noise of sufficient volume to disturb the sleep or repose of occupants of neighboring property between the hours of 6:00 pm and 7:00 am without express written permission from the City.

- **26.** The Contractor shall plan, coordinate and be responsible for all construction work and proceed with minimum interference to the operation of the existing facility or other construction work. Prior to starting the construction, confer with the City to develop an approved construction schedule, which will permit the facility to function as normal as practical during the construction. If it becomes necessary to do certain parts of the construction outside normal working hours, or change/modify sequence of activities in order to avoid undesirable conditions, it shall be the obligation of the Contractor to do this work at such a time at no additional cost to the City.
- **27**. The Contractor shall maintain proper and required construction related impact controls, including controls for such impact as noise, dust, erosion and hours of operation.
- **28.** The Contractor shall provide and receive written approval from the City of Pendleton a payment schedule prior to construction.
- **29.** All existing features including, but not limited to, roadways, driveways/easements, structures, lots, curbs, sidewalks, fences, walls, plantings, ditches, mailboxes, signs, irrigation, piping and utilities disturbed during construction shall be restored to "AS GOOD or BETTER" than original condition unless otherwise specified in the plans/specifications. If a utility is damaged during construction, the Contractor shall contact owner of the utility for inspection of damage prior to repairs. Contractor shall repair all utility services damaged during construction, and such repair shall be considered incidental.

30. Recovery of Costs

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

31. Final Payment

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

32. Oregon's Reciprocal Preference Law

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

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

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

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

33. Each bid must identify whether the bidder is a resident bidder and each bidder must be qualified in accordance with ORS 279 and other applicable sections of the Oregon Revised Statutes in order to enter into a Contract with the Owner for public work in Oregon.

34. In-State Tie-Bid Awards

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

35. Nonresident Bidders

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

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

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

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

37. Street closures and notifications:

The Contractor shall make every effort possible to contact adjoining property owners of streets to be crack sealed. Contact efforts should include, but not be limited to, signage, door knock and talks, letters, door hangars, and/or phone notifications, if possible. Contractor shall give written notification five (5) days prior and 24-hour advance notice to all

residents and businesses along a street scheduled for crack sealing. The notice shall describe the activity planned, when and if the street is to be closed and when it is scheduled to be reopened. Contractor shall develop a work schedule to be approved by City. Overall schedule must be submitted to and approved by City five (5) days prior to commencing work. City will publish schedule with local media to help with public notification. If bus stops/shelters are located within the project area which will impact the bus route, Contractor will coordinate with bus companies alternative temporary bus stops/shelters until completion of the project.

Public notification by the Contractor must also be sent to the following:

- First Student Bus Company
- Pendleton School District
- Kayak Public Transit
- Let 'er Bus Transit
- Pendleton Sanitary Service
- Umatilla County Dispatch
- Police Chief
- Fire Chief

Contact information	for the above wil	l be provided l	ov the City at the	pre-construction	meeting

DATED:	, 2023.	Contractor:	
	· ·		
		Rv:	

CITY OF PENDLETON FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

Project Name: 2023 URD Project – SE 3rd Street Reconstruction

AGENCY SUPPLIED INFORMATION:

Bid Closing Date:	August 8, 2023	Time: 2:00	<u>) pm</u>
Disclosure Deadline Date:	August 8, 2023	Time:4:00) pm
THIS DISCLOSURE FORM MUST BE S accordance with the date and time in the A Schedule. If necessary, use additional form	dvertisement for Bid	s. A separate for	m must be submitted for each
The contracting agency will insert "N/A" ithis form must be submitted either with the date and time; but no later than the Disclo	e bid or within two (2)	working hours a	
List below the NAME, ADDRESS, DOLI NUMBER, CONTACT NAME and TELE and/or materials that are required to be di	PHONE NUMBER of	each Subcontract	tor that will be furnishing labor
ENTER "NONE" IF THERE ARE N (Atta	O SUBCONTRACTO Che additional sheets in		ED TO BE DISCLOSED.
NAME/ADDRESS OF SUBCONTRACTO	ORS \$VALUE/C	<u>CB #</u>	CONTACT NAME/PHONE #
1)	\$		
	CCB#		
2)	\$		
	CCB#		
3)	\$		
-	CCB#		
The above listed first-tier subcontractor(s) greater than:	are providing labor a	ıd/or materials w	ith a Contract value equal to or
a) 5% of the total project amoundb) \$350,000, regardless of the period			
Disclosure submitted by: Signature - Bidde	r Name	_	
Contact Name:			
Print/type – Bidder Name			Phone Number

Unless otherwise stated in the original solicitation, this document shall not be faxed. It is the responsibility of the Bidder to separately submit this Disclosure Form and any additional sheets with the Project Schedule and Name clearly marked in accordance with the date and time in the Advertisement for Bids.

CITY OF PENDLETON

AFFIDAVIT CERTIFYING CONTRACTOR PAYMENT FOR LABOR, SERVICES AND MATERIALS, COMPLIANCE WITH LABOR PROVISIONS AND CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT

(READ THIS DOCUMENT CAREFULLY. IT IS A LEGAL DOCUMENT)

PROJECT NAME:			CONTRACT NO
1.		the	
,	(Name)		(Officer/Title)
of		ackn	owledge:
	(Company)		

- 1. That all labor, services, materials furnished for the above Contract have been paid in full.
- 2. That I and my subcontractors, employees, agents and officials have complied with all labor provisions of the above Contract, and all final Certified Payroll Reports have been submitted to the City of Pendleton.
- 3. That there are no claim(s), potential claim(s) or pending claim(s) for any labor, services or materials related to this Contract.
- 4. That there are no liens, potential liens or pending liens existing related to this Project and/or to the above Contract.
- 5. That I have reviewed the attached final pay statement and it is a true and accurate statement for final payment for all labor, services and materials of the above Contract.
- 6. That all work (labor and/or services) has been performed and/or material supplied in full accordance with the requirements of the above Contract, except for those modifications approved by the City in writing including: duly authorized written deviations, written substitutions, written alterations and/or written additions.
- 7. That I accept final payment for all labor, services and materials furnished pertinent to the above Contract and that I release the City of Pendleton, an Oregon municipal corporation and its officers, agents and employees from any and all claims and any and all liabilities to me as the Contractor for all things done or furnished in connection with the Contract and agree to defend and indemnify the City of Pendleton against any and all claims, loss, damage or liability made against the City by Contractor, his employees, agents, subcontractors or those acting within his authority and every act of the City related to or rising out of the Contract.
- 8. That I have provided a performance bond for the Contract, which shall remain in full force and effect for one (1) year after the date of final written acceptance by the City of the work, and this performance bond guarantees any and all workmanship and materials from any defect whatsoever.
- 9. That I have read this Affidavit and agree with it.

DATED this	day of	, 20	
		Contractor's Name	
		Print Name and Title	
		Signature	
State of)		
County of)		
On the	day of	, 20, personally appeared, Col	
		his/her voluntary act and deed.	ntractor,
((SEAL)	Notary Public for	
`	(· -/	My Commission Expires:	
		My Commission Expires:	

Form OR-NRB

Page 1 of 1, 150-800-020 (Rev. 03-17)

Signature of person signing for business

Oregon Department of Revenue

Oregon	Nonresident	Bidder	Form
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Submit	original	form-do	not	suhmit	nhotocoi	21/
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Oregon Revised Statute (ORS) 279A.120 states that when a public contract is awarded to a nonresident bidder and the contract price is more than \$10,000, the bidder must report certain information to the Oregon Department of Revenue before the bidder can receive final payment on the contract. To view ORS 279A.120, visit www.oregonlegislature.gov.

Using one of the options below, you must submit this completed form before we can make your final payment.

A. Bidder information		
Company name		Federal ID number
		_
Company contact name		Oregon business ID number
Street/mailing address		Telephone
nreevinaling address		() –
City, state, ZIP	En	nail
3. Contract information	<u>'</u>	
Contracting agency name		
Ferms of payment		Total contract price
Brief description of services provided		\\$
Will the work or services provided, at any time, require		
will the work or services provided, at any time, require	a physical presence in Oregon?	Yes No
Contract number	Start date of contract	Contract expiration date
	/ /	/ /
Agency contact		
C. Submitting this form Please submit this form one of these	· ways:	
Mail	Fax	Email
Oregon Department of Revenue Financial Services Unit 955 Center Street NE, Room 461	503-945-838	dor.procurement@state.or.us (You must have Acrobat Standard or Professional to use this option)
I		
Salem OR 97301		

Date

(Rev. November 2017) Department of the Treasury Internal Revenue Service

following seven boxes.

Individual/sole proprietor or single-member LLC

Other (see instructions) ▶

7 List account number(s) here (optional)

6 City, state, and ZIP code

page

Specific Instructions on

See

Part I

TIN, later.

Print or type.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Partnership

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

☐ C Corporation

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and

S Corporation

2 Business name/disregarded entity name, if different from above

5 Address (number, street, and apt, or suite no.) See instructions,

Taxpayer Identification Number (TIN)

Number To Give the Requester for guidelines on whose number to enter.

cation		Give Form to the requester. Do not send to the IRS		
st information.		send to the IRS.		
ck only one of the		ions (codes apply only to tities, not individuals; see		
☐ Trust/estate		ns on page 3):		
	Exempt pa	yee code (if any)		
ship) ner. Do not check wner of the LLC is e-member LLC that er.	Exemption from FATCA reporting code (if any)			
	(Applies to acc	counts maintained outside the U.S.)		
Requester's name a	and address	(optional)		
	curity numb	per		
ra	150	••		
a L				
Or Employer	identificati	on number		
nd Employer	Identificati	OII MUNIDEI		

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Signature of	пете	U.S. person ►	Date ►	
	Sign Here		Datab	

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

SPECIAL SPECIFICATIONS

DESCRIPTION OF WORK

This Project consists of the following work for the **SE 3RD STREET RECONSTRUCTION (CUL-DE-SAC NORTH OF SE BYERS AVENUE TO SE FRAZER AVENUE**):

- 1. Remove and reconstruct curb, gutter, sidewalks, driveway approaches, driveways, walkways, and construct ADA ramps as called for in the plans.
- 2. Install catch basins and storm pipe as called for in the plans.
- 3. Road reconstruction.
- 4. Adjust water meter boxes and catch basins.
- 5. Perform additional and incidental work as called for in the Specifications and Plans.

Completion deadline for all work: November 24, 2023

PROJECT OVERVIEW

This Project shall include the removal and replacement of approximately 2,600 LF of City standard curb and gutter, 2,200 SY of sidewalk and driveway approaches, 1,600 tons of asphalt, 900 LF of storm drain pipe, catch basins, manholes, and other associated work.

The HMAC for this Project shall be 1/2-inch Dense Level 3 with PG 64-28 grade oil. HMAC shall be placed in 2-2-inch lifts for reconstructions.

Contractor to note that SE 3rd Street may be closed to thru traffic on a block by block basis during working hours. SE 3rd Street will need to be reopened with a smooth, flat, passable road surface of gravel or asphalt at the end of the work day for local traffic. Access to driveways and side streets will need to be provided at the end of each work day. During the work day, the Contractor may need to accommodate access to businesses or residences within the project area. Work within the intersections of Court Avenue, Dorion Avenue, Emigrant Avenue, and Frazer Avenue must be completed utilizing lane closures. Full closure of these intersections will not be allowed. Contractor will need to contact the Oregon Department of Transportation (ODOT) regarding any necessary permits required for work within these intersections as they are ODOT right-of-way.

1. ALL CONSTRUCTION

A.14

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All construction shall be in compliance with the latest revision of the City of Pendleton Standard Specifications and the "Oregon Standard Specifications for Construction" (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, unless otherwise noted in these special specifications.

2. STANDARDS APPLICABLE TO CONSTRUCTION

The following specifications shall be included by this reference as they may apply to this project. The most current versions of these specifications, which were in effect at the time of the first publication of the Invitation to Bid, are applicable.

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A.1	AASHTO	-American Association of State Highway & Transportation Officials.
A.2	ACI	-American Concrete Institute
A.3	AISI	-American Iron and Steel Institute
A.4	ANSI	-American National Standards Institute
A.5	APWA	-American Public Works Association
A.6	ASME	-American Society of Mechanical Engineers
A.7	ASTM	-American Society for Testing and Materials
A.8	AWWA	-American Water Works Association
A.9	AWA	-American Welding Society
A.10	AWPA	-American Wood Preservers Institute
A.11	CSAA	-Coating Standards Association
A.12	CRSI	-Concrete Reinforcing Steel Institute
A.13	FWHA	-Federal Highway Administration

-Hydraulic Institute

A.15	IEEE	-Institute of Electrical & Electronic Engineers
A.16	ICEA	-Insulated Cable Engineers Association
A.17	MUTCD	-Manual on Uniform Traffic Control Devices (FHA)
A.18	NBS	-National Bureau of Standards
A.19	NACE	-National Association of Corrosion Engineers
A.20	NEC	-National Electric Code
A.21	NEMA	-National Electric Manufacturer's Association
A.22	NLMA	-National Lumber Manufacturer's Association
A.23	OSHD	-Oregon State Highway Department
A.24	PCA	-Portland Cement Association
A.25	SPFA	-Steel Plate Fabricators Association
A.26	SSPC	-Steel Structures Painting Council
A.27	UL	-Underwriters Laboratories, Inc.
A.28	UBC	-Uniform Building Code
A.29	WWPA	-Western Wood Products Association

A.30 All applicable governmental building codes, and construction specifications in effect at the time of the first Advertisement for Bids. Where conflicts occur between the different specifications, these special specifications shall prevail over the above-cited specifications, followed by the City's Standard Specifications as a general rule, the most stringent specification for any conflicting specifications shall prevail. In any interpretation required of the specifications shall be referred to the City Engineer. Response shall be in writing and final.

3. SATURDAY, SUNDAY OR HOLIDAY WORK

The Contractor shall notify the City forty-eight (48) hours in advance of the time work will be performed on Saturday, Sunday or Holidays, or other than normal working hours. Normal working hours are 7:00 a.m. to 6:00 p.m., per City Ordinance No. 2287.

4. PERMITS AND LICENSES

The Contractor shall keep himself informed of all Local Ordinances, State, and Federal laws in any manner affecting the work. All permits and licenses necessary for the prosecution of this work shall be secured and paid for by the Contractor.

5. EXCAVATION

All excavation material shall be unclassified material regardless of type, nature, characteristic, and/or condition of the material to be encountered. Excavation required is considered incidental to the items listed in the bid. The Contractor, by signing the proposal, has certified that he has carefully examined the Plans and working site. That he has satisfied himself as to the nature and location of the work, quality and quantity of material required and the character of equipment and facilities needed to accomplish the work, and he has included any costs associated with the extra effort of excavating unclassified material, in the appropriate unit cost of item installed. There will be no separate pay item for rock excavation. Contractor is responsible for compaction of all backfill.

6. SCHEDULE

The Contractor shall submit a work schedule to the City for approval, five (5) days prior to commencing work. The Contractor shall submit updates of the work schedule every two weeks to the City's Project Manager.

7. NOTIFICATIONS

The Contractor shall make every effort possible to contact adjoining property owners of streets scheduled for road work. This effort shall be incidental to the Contract. Contact efforts should include, but not be limited to signage (lettering should be easily legible from a vehicle and be at least 3 to 4 inch in size), door knock and talks, letters, door hangars, and/or phone notifications, if possible. Contractor shall give written notification five (5) days prior and 24-hour advance notice to all residents and businesses along a street scheduled for road work. The notice shall describe the activity planned, when and if the street is to be closed, when it is scheduled to be reopened, and Contractor contact information. Contractor shall develop a work schedule to be approved by the City. City will provide schedule to local media to help with public notification.

8. TRAFFIC CONTROL

If parked vehicles obstruct the progress of work after an appropriate notification of closure, requests for removal of the obstructive vehicles should be made through the City of Pendleton.

In addition to other requirements as set forth in the Special Conditions, other provisions shall include, but not be limited to:

- a. All traffic control shall meet the provisions of the Manual on Uniform Traffic Control Devices. It is the Contractor's responsibility to implement and maintain all traffic control.
- b. Contractor shall submit a traffic control plan for approval. Overall schedule and traffic control plan must be submitted to and approved by City five (5) days prior to commencing work.
- c. The Contractor shall at all times maintain such, flagmen, signs, lights, barricades and other safety devices, all necessary to insure the safety and convenience of the public and its employees, and to protect the work.
- d. The Contractor will insure that during non-working hours, that on-call staff is available to maintain all traffic control devices for the project. The Contractor shall provide the City of Pendleton with up-to-date information of these persons. Failure to comply with the provision will cause the Contractor to be billed for any services required to be provided by the City of Pendleton, to provide adequate protection to the traveling public during non-working hours.
- e. Traffic control and temporary protection and correctional devices shall be used outside the limits of the project when they have direct bearing or reference on the work under contract.
- f. The Contractor shall at all times keep the road under construction and routes used for hauling the material, that are open to traffic, free from mud, rock, oil and other debris that may create traffic hazards, and shall provide adequate personnel to alleviate any danger. Roads shall be inspected and cleaned of any such debris at the close of every working day, or as often as deemed necessary by the City. On streets that are not closed at the end of the day, the Contractor shall leave the road in such condition that the streets that are open to traffic can be traveled without damage to work, personal property, or without danger to the public.
- g. Streets may be closed as approved by City of Pendleton on a case by case basis. Contractor shall be responsible for all necessary signing (lettering should be easily legible from a vehicle and be at least 3"-4" in size) and public notification for closures and detours.
- h. The Contractor will be concerned with the following factors in restricting traffic flow. The approved traffic control and channelization plan, emergency vehicle access, permissible hours of restriction, sufficient traffic control personnel and devices, prior warning to public residents and a minimum forty-eight (48) hours advance notification to the City. The City may direct the Contractor to provide additional traffic control devices to assure the safety of pedestrian and vehicular traffic, as the City deems necessary. It shall be the responsibility of the Contractor to move, replace, position, or remove any sign as required due to the change of work schedule due to weather or other unforeseen circumstances.

9. SURVEY LAYOUT

The City shall provide all survey layout and functions required to complete the job including curb stakes, centerline of road stakes, and catch basins. Contractor will be required to give the City seventy-two (72) hours advance notice for any survey needs. The Contractor will be responsible for protecting the survey stakes once placed and may be charged for re-staking if stakes are lost.

10. EXISTING LANDSCAPE WALLS

Several homeowners in the project area have landscape walls that are adjacent to the back of sidewalk. The Contractor shall use caution and take care not to cause damage when performing work around the existing walls, including but not limited additional saw cutting and hand removal of sidewalk. If any damage is caused to the existing landscape curbing called out on the plan sets to be protected, it shall be the Contractor's responsibility to repair the damages.

11. ADA SIDEWALK RAMP

ADA sidewalk ramps shall meet City, State, and/or Federal ADA standards, as called out on the plans. Price per each for Extra for Sidewalk Ramps and per square foot for Truncated Domes on New Surface shall include but not be limited to: saw cut, removal and disposal of existing ramp and sidewalk, excavation, compacted base rock under the ramp, all forms, pouring and finishing work as well as truncated domes that meet State and Federal ADA standards. Any excess spoils shall be hauled to an off-site location at no additional cost. This bid item is replacing existing ramps or installing ramps where none currently exist so each one is unique and some may require ramp curbs which shall be included in the price per square yard and should not be confused with the Curb and Gutter bid item or Sidewalk bid item. If an irrigation system is impacted in any way, Contractor will cap

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

12. CURB AND GUTTER

Curb and gutter shall meet City of Pendleton standards. Price per foot shall include but not be limited to: saw cut of existing curb, removal and disposal of existing, excavation and grading, 2" minimum compacted base rock under curb and gutter, all forms, pouring and finishing work. If an irrigation system is impacted in any way, Contractor will cap affected area and notify property owner immediately (within the hour). If related to form work, once forms are removed, Contractor will re-establish fully functioning irrigation system to "AS GOOD or BETTER" within twenty-four (24) hours of forms being pulled and notify property owner of repair by the close of the work day.

13. SIDEWALK

Sidewalk shall meet City of Pendleton standards. Price per square yard shall include but not be limited to: saw cut of existing, removal and disposal of existing, excavation and grading, installation of compacted base rock under sidewalk and driveway approaches, all forms, pouring and finishing work. Any excess spoils shall be hauled to an off-site location at no additional cost. There shall be 2" to 4" of 3/4" minus crushed base rock and the base rock shall be compacted to not less than 95% relative compaction. Sidewalks shall be constructed using five (5) sack concrete mix having a minimum compressive strength of 3000 psi, twenty-eight (28) days after placement and a slump range of 3" to 5". Sidewalks shall have a minimum concrete thickness of 4".

14. DRIVEWAY APPROACH

Driveway approaches shall meet City of Pendleton standards. Price per square yard shall include but not be limited to: saw cut of existing, removal and disposal of existing, excavation and grading, installation of compacted base rock under concrete driveway approaches, all forms, pouring and finishing work. Any excess spoils shall be hauled to an off-site location at no additional cost. There shall be 2" to 4" of 3/4" minus crushed base rock and the base rock shall be compacted to not less than 95% relative compaction. Concrete driveways approaches shall be constructed using five (5) sack concrete mix having a minimum compressive strength of 3000 psi, twenty-eight (28) days after placement and a slump range of 3" to 5". Driveway approaches shall have a minimum concrete thickness of 5".

15. CONCRETE DRIVEWAY

Driveways shall meet City of Pendleton standards. Price per square yard shall include but not be limited to: saw cut of existing, removal and disposal of existing, excavation and grading, installation of compacted base rock under concrete driveways, all forms, pouring and finishing work. Any excess spoils shall be hauled to an off-site location at no additional cost. There shall be 2" to 4" of 3/4" minus crushed base rock and the base rock shall be compacted to not less than 95% relative compaction. Concrete driveways shall be constructed using five (5) sack concrete mix having a minimum compressive strength of 3000 psi, twenty-eight (28) days after placement and a slump range of 3" to 5". Driveways shall have a minimum concrete thickness of 5" for residential and a minimum of 6" for commercial.

16. WALKWAY

This bid item is for the removal and replacement of a walkway as called out on the plans. Price per square yard shall include but not be limited to saw cut, removal and disposal of existing, excavation and grading, installation of compacted base rock, all forms, pouring and finishing work. Any excess spoils shall be hauled to an off-site location at no additional cost. There shall be 2" to 4" of 3/4" minus crushed base rock, and the base rock shall be compacted to not less than 95% relative compaction. Walkways shall be constructed using five (5) sack concrete mix having a minimum compressive strength of 3000 psi, twenty-eight (28) days after placement and a slump range of 3" to 5". Walkways shall have a minimum concrete thickness of 4".

17. ASPHALT DRIVEWAY APPROACH

Residential asphalt driveways shall consist of a minimum nominal asphalt thickness of 3" over 4" nominal depth of 3/4" minus base rock, compacted to 95% optimum density. Commercial asphalt driveways shall consist of a minimum nominal asphalt thickness of 4" over four inches 4" nominal depth of 3/4" minus base rock, compacted to 95% optimum density. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.

18. RESTORATIVE LANDSCAPING

The Contractor shall repair and/or replace the landscaping behind or adjacent to the sidewalk, curbs, ADA ramps, driveways, and walkways to "AS GOOD or BETTER" condition. This bid item is to include all labor, tools, equipment, and materials necessary for a complete and approved job. Landscaping materials will differ with each project site and may include but not be limited to top soil and sod, top soil and grass seed, river cobbles, gravel, or mulch. Contractor shall install a weed barrier prior to placing river cobbles or mulch. The Contractor shall match the type of landscaping that is adjacent to the structure or that was pre-existing.

19. STREET SIGN REMOVAL & RELOCATION

This bid items shall include the removal of the existing street sign pole with attached signage, excavation and grading of new location, and installation of the City supplied sign sleeve cast in concrete. The City will install the new street sign and pole in the new sign sleeve. The Contractor will be responsible for providing temporary stop signs at the locations where the original stop signs were removed in order to construct the curbs or sidewalk. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.

20. STREET RECONSTRUCTION

- a. **Asphalt and Concrete Cutting:** Shall be measured by the total lineal feet of single asphalt or concrete cut. Enclosed cutting amounts are approximate.
- b. **Excavation:** Excavation shall be 14" in depth below finish (design) elevations and shall include but not be limited to all work necessary to clear, remove, and dispose of all asphalt, excess base rock, and other rock or debris unsuitable sub-base, as necessary to complete the construction.
- c. <u>Geotextile Fabric</u>: Shall include but not be limited to all work necessary to install fabric according to manufacturer specs. Fabric used shall be Mirafi 600X, or approved equivalent.
- d. **2"-0" Base Rock**: 2"-0" shall be placed at a minimum 6" nominal depth and shall be clean well graded pit run rock meeting material specifications of 2021 Oregon Department of Transportation (ODOT) Standard Specifications for Construction, Section 02630, compacted to 95% optimum density. Nominal maximum requirement size 2". Payment for this item shall be "cubic yard in place" for all labor, tools, equipment, 2" minus base rock and other materials necessary for a complete and approved job.
- e. <u>¾"-0" Base Rock</u>: ¾" minus base rock shall be well graded gravel placed at a minimum 4" nominal depth, meeting material specifications of 2021 Oregon Department of Transportation (ODOT) Standard Specifications for Construction, Section 02630, compacted to 95% optimum density. Payment for this item shall be "cubic yard in place" for all labor, tools, equipment, ¾" minus base rock and other materials necessary for a complete and approved job.
- f. **Asphalt:** Asphalt shall be Level 3 HMAC ½" Dense with PG 64-28 oil, placed in 2 2" compacted lift. Asphalt shall be compacted to 92% Moving Average Maximum Density. Asphalt shall meet the latest revision of ODOT Standard Specifications for Construction, Section 00745 requirements. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.
- g. **Utility Adjustment:** Contractor is responsible for the actual adjustment of the utility. Any lost or broken materials will be furnished by the City of Pendleton. Manholes will be raised according to City of Pendleton Standard Drawing 307C. Water valves shall be raised according to City of Pendleton Standard Drawing 402. Sewer cleanouts shall be raised according to City of Pendleton Standard Drawing 309A. Water meter boxes, and sewer clean outs will need to be raised to grade prior to sidewalk and driveway approach installation. Contractor shall take care not to damage the newly installed curb and gutter. Any damage to the new curb and gutter shall be repaired by the contractor at their expense. Catch basins shall be raised to finish grade by the Contractor. The City will supply the riser rings for the catch basins and the Contractor will install the riser rings.
- h. **General:** Contractor shall be responsible for any damage to curbs or sidewalks. Contractor will be liable for replacing damaged curbs or sidewalks at no cost to the City. The Contractor at the end of each work day shall have the roadway, driveways, and walkways passable to local traffic.
- i. <u>Clean-up:</u> Contractor shall be responsible for the timely clean-up of tack, asphalt, and other construction debris that gets tracked or spilled onto the curbs, gutters, sidewalks, driveways, yards, and surrounding roadways prior to leaving the job site each day.

21. STORM SEWER

Storm sewer mains may be ADS N-12 or Hancore Sure-Lok HDPE pipe, or approved similar, and fittings shall conform to AASHTO M252, M294, or MP7-97 and ASTM F2648. Joints shall be silt tight and non-rated watertight. Storm sewer mains may be PVC conforming to the requirements of ASTM D3034, SDR 35, ASTM F679, or ASTM F794. Joints shall conform to ASTM D3212 and the elastomeric gaskets shall conform to ASTM F477. Storm mains with less than 1.5 feet of cover to finish grade shall be Ductile iron pipe class 50 or 52 as specified and shall conform to ASTM A 536, ANSI A 21.51, and AWWA C 151.

- a. Locate Wire: All pipe materials shall have solid blue #12 AWG locate wire for water, green for sewer, and purple for storm. The locate wire shall be continuous and attached to the top of all pipe whether DI, C-900, PEX, copper, PVC, ABS, or HDPE, and all risers, with a minimum 6" length of duct tape at a maximum of 10' intervals, with enough wire brought to the surface at every valve, hydrant, blow off, meter, clean out, catch basin, and manhole to extend a minimum 6" above finished grade unless otherwise noted. All splices shall be overlapped and tied. The splice connection shall be made waterproof with an approved silicone splice kit. Slice kit shall be 3M-direct bury splice kit DBR/Y-6 or pre-approved equal. Locate wire shall be tested after being buried but before finished grade or paving.
- b. <u>Catch Basins</u>: The catch basins shall be City Standard Curb Inlet or City pre-approved alternate. See standard drawings 320, 320A, 320B, 320C, 320D, and 322 for more details on the standards for the catch basins, frames, grates, and hoods. Payment of this item shall include all labor, tools, equipment, and materials necessary for a complete and approved job.
- c. Pipe Bedding and Backfill: Storm sewer main shall have a minimum of 4" (compacted depth) of ¾" 0" pipe bedding below the pipe and a minimum of 12" depth of ¾" 0" cover over the top of the pipe, measured at the top of pipe. Native material may be used to continue the backfill in "non-traveled" ways. Within roadways, the top 10" shall require 6" of 2" 0" base rock, 4" of ¾" 0" base rock, all properly compacted to a minimum density of 95% or approved equal. 3/4" 0" base rock may be substituted for 2"-0" base rock at no additional cost. Payment of this item shall be incidental to storm pipe bid items and shall include all labor, tools, equipment, and materials necessary for a complete and approved job.

22. WORK PROGRESSION

Once work commences on a particular block, the Contractor shall proceed uninterrupted in that block to complete street excavation, rocked back in to within 3" of finish grade, and reopened to traffic. To minimize impacts to residents and businesses, the street shall be rocked within five (5) working days of excavation to subgrade. The Contractor will be responsible for maintaining a smooth flat travel surface of gravel or asphalt and maintaining access into driveways and side streets until the road is paved out. The Contractor, at the end of each work day, shall have the street reopened with a smooth, flat, passable surface with access provided to side streets and driveways. Landscaping behind the curbs, sidewalks, and ADA ramps, and utility adjustments to final grade must be completed before the Contract Completion Date.

23. INCIDENTAL ITEMS

All materials and work shown on the plans or necessary to complete the job and receive approval of the project, which are not identified as a separate pay item on the proposal, shall not be measured for payment separately but shall be considered as subsidiary obligations of the Contractor.

24. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES

Contractor shall furnish in writing a work schedule for the Project, with updated schedules at least every two (2) weeks. This Project must be completed no later than November 24, 2023. Liquidated damages will be assessed at one percent (1%) per day of total cost of work not yet completed for each of the contract schedules, or \$500 per calendar day for each schedule, whichever is greater for all work not yet completed by the contract deadline or work progression timeline, whichever occurs first.

25. RECOVERY OF COSTS

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

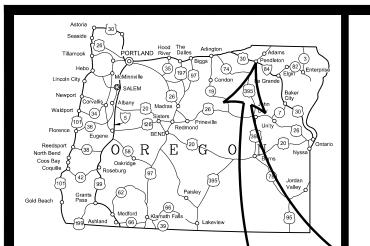
26. WORKING HOURS, RESTRICTIONS

Normal working hours are Monday through Friday - 7:00 a.m. to 6:00 p.m. Work may extend beyond this time period with prior written permission from the City. The Contractor shall notify the City forty-eight (48) hours in advance if work will be performed on Saturday, Sunday or Holidays or other than normal working hours.

From September 9 to 16, 2023, during the Pendleton Roundup, the following work restrictions shall be in place:

- a. Work shall be limited to the two blocks south of Dorion Avenue. No work is to be completed between Dorion Avenue and the cul-de-sac. The project site between Dorion Avenue and the cul-de-sac shall be graded to a smooth gravel surface during this time period.
- b. No work will be allowed in the intersections of Byers Avenue, Court Avenue, Dorion Avenue, Emigrant Avenue, or Frazer Avenue.
- c. No work is to be completed on the project on September 15, 2023.

Per Ordinance No. 2287, no work that produces dust or flying debris shall be performed or equipment utilized that produces noise of sufficient volume to disturb the sleep or repose of occupants of neighboring property between the hours of 6:00 p.m. and 7:00 a.m. without expressed written permission from the City.



CITY OF

PENDLETON, OREGON

SE 3RD STREET IMPROVEMENTS

2023

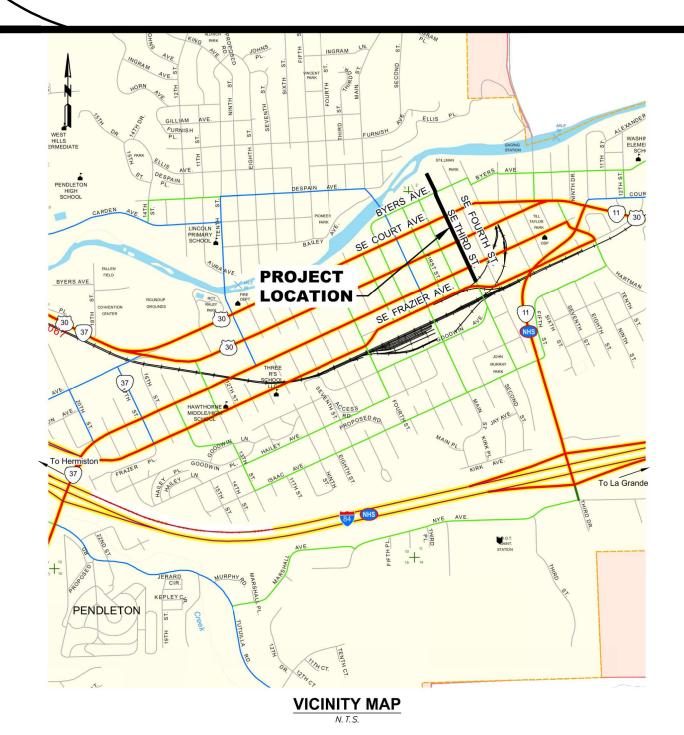


CITY COUNCIL

JOHN H. TURNER, Mayor KEVIN MARTIN CAROLE L. INNES SALLY BRANDSEN MCKENNON MCDONALD LINDA K. NEUMAN DALE PRIMMER ADDISON SCHULBERG STEVE CAMPBELL

CITY OFFICIALS

ROBB CORBETT, City Manager BOB PATTERSON, Public Works Director TIM SIMONS, City Engineer



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GENERAL CONSTRUCTION NOTES

- 1. THESE PLANS, SPECIFICATIONS, AND REFERENCED DOCUMENTS SHALL BE USED TO CONSTRUCT THE IMPROVEMENTS SHOWN. REFERENCED DOCUMENTS INCLUDE THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION (CURRENT EDITION), OREGON STANDARD DRAWINGS, CITY OF PENDLETON STANDARD PLANS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 2. ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE SHOWN WITH AS MUCH ACCURACY AS POSSIBLE, BASED ON AVAILABLE INFORMATION. SOME DISCREPANCIES AND OMISSIONS IN LOCATION, TYPE, AND SIZE SHOULD BE EXPECTED TO OCCUR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES IN AND AROUND THE WORK AREAS. BOTH PRIVATE AND PUBLIC POWER, WATER, IRRIGATION, TELEPHONE, GAS, CABLE, AND WASTEWATER SHALL BE INCLUDED. ANY DISCREPANCIES BETWEEN THE DESIGN SHEETS AND EXISTING CONDITIONS SHALL BE REPORTED TO THE ENGINEER.
- 3. UNLESS OTHERWISE APPROVED BY THE CITY, THE CONTRACTOR SHALL PROVIDE CONTINUOUS ACCESS FOR EMERGENCY VEHICLES, LOCAL BUSINESSES, RESIDENCES, AND THEIR RESPECTIVE DRIVEWAYS. ACCESS SHALL ALSO BE PROVIDED FOR MAIL DELIVERY, SANITATION, AND OTHER MUNICIPAL/PRIVATE UTILITY PROVIDERS.
- 4. SAW CUT ALL EXISTING ASPHALT AND CONCRETE WHERE JOINTS WITH NEW CONSTRUCTION WILL OCCUR. DOUBLE SAW CUT REQUIRED FOR ALL LOCATIONS.
- 5. IRRIGATION AND LANDSCAPING EXISTS AT VARIOUS LOCATIONS THROUGHOUT THE PROJECT. WHERE IMPACTED BY CONSTRUCTION, THE LANDSCAPING AND IRRIGATION SHALL BE REESTABLISHED AS DIRECTED BY THE OWNERS REPRESENTATIVE. REPAIRS SHALL BE MADE WITH EXISTING MATERIALS OR EQUAL REPLACEMENTS AS NECESSARY. IRRIGATION SYSTEMS SHALL BE REPAIRED AND FUNCTIONAL WITHIN 5 DAYS OF DISTURBANCE.
- 6. THROUGHOUT THE PROJECT AREA, MAILBOXES, TRASH RECEPTACLES, FENCES, SIGNS, BIKE RACKS, UTILITIES, ETC. EXIST NEAR THE CURB LINE THAT MAY BE IMPACTED BY CONSTRUCTION. THE CONTRACTOR SHALL PROTECT, TEMPORARILY RELOCATE, AND REINSTALL THESE FACILITIES WHERE IMPACTED BY CONSTRUCTION, THIS SHALL BE INCIDENTAL TO THE WORK BEING COMPLETED. THE CONTRACTOR IS ADVISED THAT THE LOCATION OF FENCES, MAIL AND PAPER BOXES, TREES, LANDSCAPING, AND OTHER OBJECTS, IF SHOWN IN THE PLANS, IS PROVIDED SOLELY TO PROVIDE WARNING OF THE PROBABLE LOCATION OF SAID OBJECTS AND MAY NOT BE PRECISE OR COMPLETE. THE CONTRACTOR SHALL SATISFY THEMSELVES AS TO THE EXACT LOCATIONS BEFORE PROCEEDING WITH WORK.
- 7. THE CONTRACTOR SHALL KEEP THE SITE IN A NEAT AND ORDERLY CONDITION. ALL TRASH GENERATED BY THE CONTRACTOR'S OPERATIONS SHALL BE PICKED UP AT THE END OF EACH DAY. EQUIPMENT, VEHICLES AND MATERIALS SHALL BE STAGED EITHER OFFSITE OR ALONG CLOSED PORTIONS OF THE STREET AND OFF SIDE STREETS.
- 8. PROTECT AND AVOID DAMAGE TO ALL PROPERTY OUTSIDE THE PUBLIC RIGHT-OF-WAY INCLUDING STRUCTURES, RETAINING WALLS, TREES, IRRIGATION SYSTEMS, WALKWAYS, AND LANDSCAPES.
- 9. ALL DRIVEWAY LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNERS REPRESENTATIVE PRIOR TO EXCAVATION AND CONSTRUCTION.
- 10. SALVAGEABLE MATERIALS SHALL BE TAKEN BY THE CONTRACTOR TO THE CITY OF PENDLETON PUBLIC WORKS SHOP 1501 SE BYERS AVENUE AND SHALL REMAIN THE CITY'S PROPERTY, THESE SHALL INCLUDE MANHOLE COVERS, CATCH BASINS GRATES, SIGNS, OR OTHER MATERIALS DIRECTED BY THE CITY.
- 11. ALL KNOWN UTILITY CROSSINGS SHALL BE POTHOLED PRIOR TO INSTALLATION OF NEW UTILITIES. CONFLICTS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER TO ALLOW FOR ADJUSTMENTS IN LINE AND/OR GRADE. CONFLICTS WITH EXISTING UTILITIES AND NEW STORM DRAIN PIPES ARE EXPECTED. CHANGES TO SIZE AND/OR TYPE OF STORM DRAIN MAINS ONCE POTHOLING IS COMPLETE SHALL BE EXPECTED.
- 12. RESTORE ALL DISTURBED AREAS TO EQUAL OR BETTER CONDITIONS PRIOR TO COMPLETION OF CONSTRUCTION.
- 13. ALL UTILITY CASTINGS SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL PAVING ACCORDING TO THE APPLICABLE CITY OF PENDLETON STD PLANS. THIS SHALL INCLUDE POWER, GAS, PHONE, FIBER OPTIC, STORM, WATER, SEWER, ETC. ADJUSTMENTS TO PRIVATE UTILITIES SHALL BE REVIEWED WITH THE UTILITY OWNER PRIOR TO ADJUSTMENT.

ABBREVIATIONS

ACP ASPHALT CONCRETE PAVEMENT

BOC BACK OF CURB

BOP BEGINNING OF PAVING

CB CATCH BASIN

CL

CSBC CRUSHED SURFACING BASE COURSE

CSTC CRUSHED SURFACING TOP COURSE

DI DUCTILE IRON PIPE

DOE DEPARTMENT OF ECOLOGY

ELEV ELEVATION

EOP END OF PAVING

EVCE END VERTICAL CURVE ELEVATION

EXTG EXISTING

FG FINISH GRADE

L FLOW LINE

FLG FLANGE

FOC FACE OF CURB

GB GRADE BREAK

HMAC HOT MIX ASPHALT CONCRETE

HPT HIGH POINT

IE INVERT ELEVATION

JUT JOINT UTILITY TRENCH

LP LOW POINT

LT LEFT

MAX MAXIMUM

ME MATCH EXISTING

MIN MINIMUM

MJ MECHANICAL JOINT

MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

ODOT OREGON STATE DEPARTMENT OF TRANSPORTATION

PC POINT OF CURVE

PL PROPERTY LINE

PT POINT OF TANGENT

PUE PUBLIC UTILITY EASEMENT

PVC POLYVINYL CHLORIDE PIPE

PVI POINT OF VERTICAL INTERSECTION

R/W RIGHT-OF-WAY

REQ'D REQUIRED

RT RIGHT

SD ST

D STORM DRAIN

SDMH STORM DRAIN MANHOLE

SS SANITARY SEWER

SSMH SANITARY SEWER MANHOLE

STA STATION

STD STANDARD

TBC TOP BACK OF CURB

TBDC TOP BACK OF DEPRESSED CURB

TC TOP OF CURB

TOP OF PAVEMENT

TYP TYPICAL

TP

VC VERTICAL CURVE

WATER MAIN



AL ELECTRONIC DOCUMENTS AVAILABLE UPON REQUES

REVISION
BY DATE

DESIGNED BY B. VIXIE/A. SCHMIDTGALL
DESIGNED BY B. VIXIE/A. SCHMIDTGALL

DRAWN BY L. WILLHITE

ACAD FILE: 77-58-G-002.dwg
REVISION A. SCHMIDTGALL

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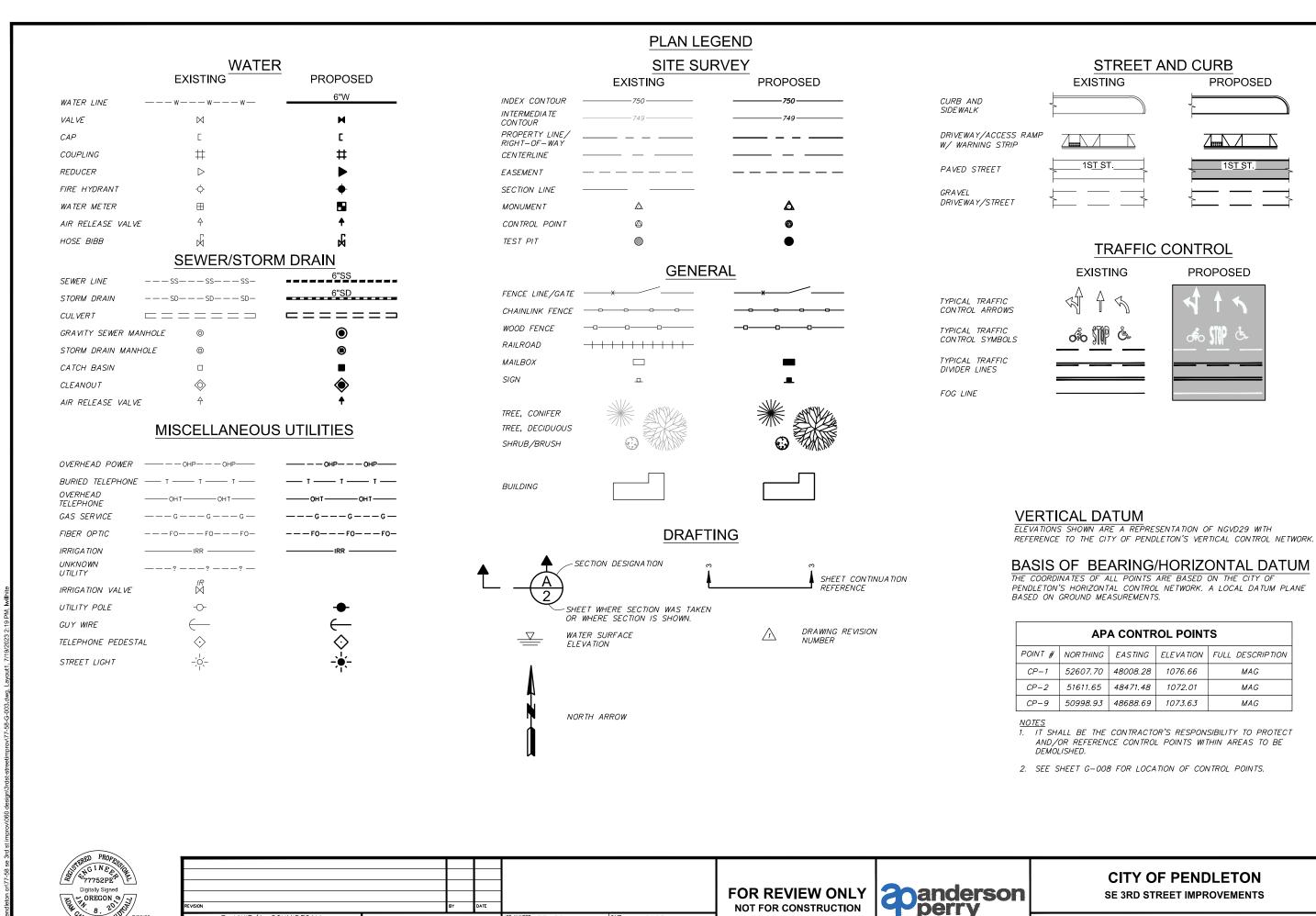


CITY OF PENDLETON
SE 3RD STREET IMPROVEMENTS

GENERAL NOTES AND ABBREVIATIONS

SHEET

G-002



2023

NUMBER 77-58

CAD FILE: 77-58-G-003.dwg

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DESIGNED BY B. VIXIE/A. SCHMIDTGALL

AWN BY L. WILLHITE

REVIEWED BY A. SCHMIDTGALL

AL ELECTRONIC DOCUMENTS AVAILABLE UPON REQUES

SHEET

G-003

LEGEND

- (1) INSTALL STORM DRAIN INLET PROTECTION ON EXISTING CATCH BASIN. SEE OREGON STANDARD DRAWING RD1010, TYPE 3 INSTALL PRIOR TO PLANING OR SOIL DISTURBANCE.
- (2) INSTALL STORM DRAIN INLET PROTECTION ON EXISTING CATCH BASIN UNTIL IT IS REMOVED. SEE OREGON STANDARD DRAWING RD1010, TYPE3 INSTALL PRIOR TO PLANING OR SOIL DISTURBANCE.
- (3) INSTALL STORM DRAIN INLET PROTECTION ON NEW CATCH BASIN, SEE OREGON STANDARD DRAWING RD1010, TYPE 3 INSTALL WHEN CATCH BASIN IS INSTALLED.

EROSION CONTROL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ALL BEST MANAGEMENT PRACTICES (BMP'S) AS APPLICABLE TO PREVENT DEBRIS, OILS, SEDIMENTS, ETC. FROM ENTERING SURFACE AND/OR GROUNDWATER.
- 2. INLET PROTECTION SHALL BE PROVIDED FOR EXISTING INLETS TO BE PROTECTED THROUGH THE DURATION OF THE PROJECT IF THEY ARE TO REMAIN OR UNTIL THEY ARE REMOVED. ALL NEW INLETS SHALL BE PROTECTED AFTER INSTALLATION AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL INSPECT ALL INLET PROTECTION AFTER EACH STORM EVENT AND REMOVE ANY SEDIMENTATION TO ENSURE THAT NO SEDIMENTS ARE ENTERING THE CATCH BASIN. REMOVE ALL INLET PROTECTION UPON PROJECT COMPLETION.
- 3. DUST CONTROL SHALL BE ONGOING THROUGH THE DURATION OF THE PROJECT UNTIL THE SITE HAS BEEN PAVED OR STABILIZED WITH PERMANENT VEGETATION. THE CONTRACTOR SHALL TAKE APPROPRIATE ACTION TO CONTROL DUST CAUSED BY THEIR OPERATIONS. THIS SHALL INCLUDE, BUT NOT LIMITED TO, WATERING OF EXPOSED AREAS.
- 4. PROTECTION OF THE ENVIRONMENT: NO CONSTRUCTION—RELATED ACTIVITY SHALL CONTRIBUTE TO THE DEGRADATION OF THE ENVIRONMENT, ALLOW MATERIAL TO ENTER SURFACE OR GROUNDWATERS, OR ALLOW PARTICULATE EMISSIONS TO THE ATMOSPHERE WHICH EXCEED STATE OR FEDERAL STANDARDS. ANY ACTIONS THAT POTENTIALLY ALLOW A DISCHARGE TO STATE WATERS MUST HAVE PRIOR APPROVAL OF THE OREGON STATE DEPARTMENT OF ENVIRONMENTAL QUALITY.
- 5. CONSTRUCTION SHALL BE STAGED SO THAT EXPOSED SOILS ARE NOT SUBJECT TO VEHICLE TRAFFIC.
- 6. EQUIPMENT AND VEHICLES SHALL BE CLEANED OFF SITE AT A LOCATION WHERE ANY POLLUTANTS REMOVED WILL NOT ENTER STORMWATER.
- 7. INSTALL EROSION CONTROL MEASURES PRIOR TO PERFORMING ANY OTHER ON-SITE WORK.
- 8. THE IMPLEMENTATION OF THE EROSION CONTROL PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED.
- 9. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE FACILITIES SHALL BE UPGRADED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT—LADEN WATER DO NOT LEAVE THE SITE.
- 10. CONCRETE WASHOUT SHALL TAKE PLACE OFF SITE.

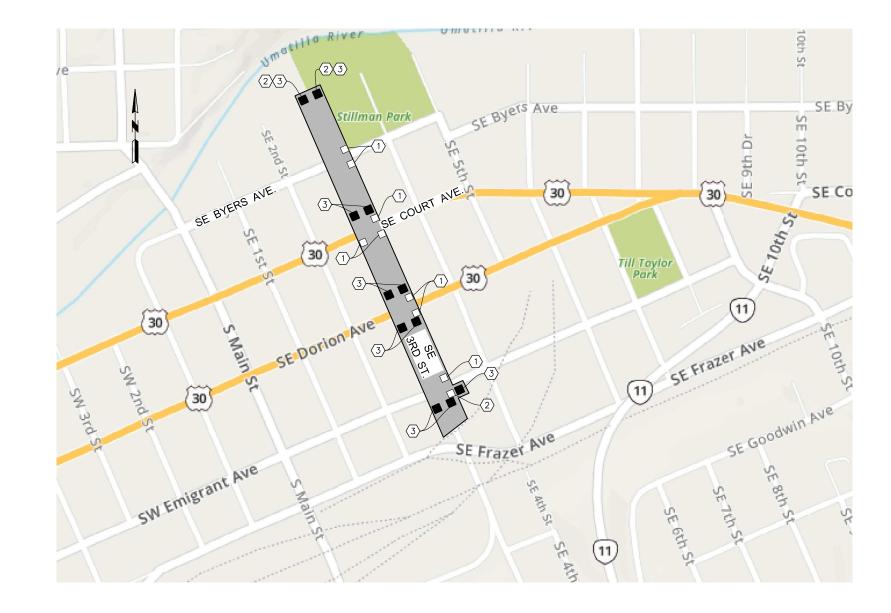
LEGEND

PR

PROJECT AREA

STABILIZED CONSTRUCTION ENTRANCE

EXISTING CATCH BASIN
PROPOSED CATCH BASIN





REVISION
BY DATE

DESIGNED BY B. VIXIE/A. SCHMIDTGALL
DRAWN BY L. WILLHITE

REVEWED BY A. SCHMIDTGALL

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CITY OF PENDLETON
SE 3RD STREET IMPROVEMENTS

TEMPORARY EROSION AND SEDIMENT CONTROL PLAN

SHEET

G-004

9, 14,040, 17,040, 17,040, 17,040, 18,0

.3rdst-streetimprov///-58-G-004.dwg, Layout1, //19/2023 2:2

GENERAL TRAFFIC CONTROL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL. ODOT STANDARD PLANS AND THE TRAFFIC CONTROL PLANS INCLUDED IN THESE CONTRACT DOCUMENTS SHALL BE USED AS A GUIDE FOR TRAFFIC CONTROL. THE CONTRACTOR SHALL SUBMIT DETAILED TRAFFIC CONTROL PLANS AND OBTAIN APPROVAL FROM THE CITY PRIOR TO THE START OF CONSTRUCTION. ALL SIGNING SHALL COMPLY WITH THE MUTCD AND ALL TRAFFIC OPERATIONS MUST BE ACCEPTABLE TO THE CITY OF PENDLETON.
- APPROPRIATE METHODS OF PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, INCLUDING FLAGGERS, SHALL BE USED BY THE CONTRACTOR TO THE EXTENT DEEMED NECESSARY BY THE CONTRACTOR OR THE ÉNGINEER TO PROTECT WORKERS OR THIRD PARTIES. THE PLAN SHOWN IN THESE CONTRACT DOCUMENTS IS THE MINIMUM REQUIRED AND SHALL BE SUPPLEMENTED WITH ADDITIONAL TRAFFIC CONTROL MEASURES AS REQUIRED DURING THE COURSE OF WORK.
- 3. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD.
- ALL TRAFFIC CONTROL SIGNS AND DEVICES USED ON THIS PROJECT SHALL BE NEW OR LIKE NEW CONDITION.
- 5. TWO FLASHING WARNING LIGHTS SHALL BE USED TO MARK EACH BARRICADE AT NIGHT.
- LOCATIONS OF ALL SIGNS SHALL BE AS APPROVED BY THE CITY OF PENDLETON
- REMOVE, COVER, OR RELOCATE SIGNS AS REQUIRED DURING VARIOUS CONSTRUCTION OPERATIONS.
- EXCEPT WHEN APPROVED BY THE CITY, ACCESS SHALL BE PROVIDED AT ALL TIMES TO EMERGENCY VEHICLES, MAIL DELIVERY, SANITATION, PROPERTY OWNERS, AND BUSINESSES WITHIN PROJECT LIMITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MARKING AND MOVING ALL GARBAGE CANS ON GARBAGE COLLECTION DAY TO AN AREA ACCESSIBLE BY THE GARBAGE TRUCK
- 10. PROPERTY OWNERS/TENANTS SHALL BE NOTIFIED AT LEAST 2 DAYS PRIOR TO DRIVEWAY CLOSURES.
- 11. UNLESS OTHERWISE APPROVED BY THE CITY, ROAD CLOSURES WILL ONLY BE ALLOWED DURING PIPE INSTALLATION AND FINAL PAVING. ROADS SHALL BE REOPENED TO LOCAL TRAFFIC AT THE END OF EACH DAY, WHEN CLOSURES ARE IMPLEMENTED.
- 12. "SIDEWALK CLOSED AHEAD" SIGNS SHALL BE PLACED ON TYPE II BARRICADES AHEAD OF ANY LOCATION WHERE AN EXISTING SIDEWALK OR ADA RAMP IS UNDER CONSTRUCTION.
- 13. PROVIDE LANE CLOSURES FOR WORK WITHIN INTERSECTIONS SEE SHEET G-006 FOR AN EXAMPLE OF A DOUBLE-LANE CLOSURE TRAFFIC CONTROL PLAN. ODOT APPROVAL OF ALL WORK WITHIN THE HWY 30 RIGHT OF WAY WILL BE REQUIRED.
- 14. COORDINATE WORK NEXT TO RAILROAD SPUR WITH OWNER OF SPUR LINE.
- 15. CONTRACTOR SHALL HAVE BUSINESS ACCESS SIGNS (SIGNS 8, 9, AND 10 THIS SHEET. SIZE AT 36"x18"), AND BUSINESS SPECIFIC ACCESS BOARDS (DETAIL A, THIS SHEET), AVAILABLE AS REQUIRED FOR ADJACENT
- 16. LOCATE PEDESTRIAN DETOUR SIGNS AS NECESSARY AS CONSTRUCTION PROGRESSES. CONSTRUCTION SHALL BE PHASED TO MAINTAIN NORTH/SOUTH AND EAST/WEST PEDESTRIAN ACESS AROUND THE PROJECT AT ALL TIMES. SIDEWALK CLOSED SIGNS ON TYPE II BARRICADÉS SHALL BE USED WHERE NEEDED.

LEGEND

WORK AREA (MAY BE CLOSED TO THROUGH TRAFFIC)



INTERSECTION WORK AREA, SEE NOTE 13



TYPE III BARRICADE



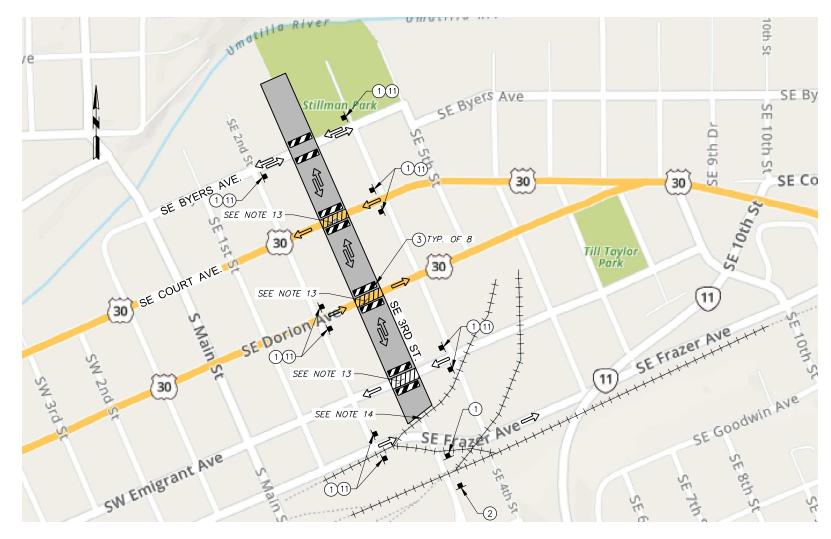
DIRECTION OF TRAFFIC

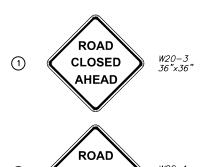


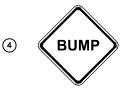
ACCESS BOARD NOTES

- 1. BOARD SHALL BE 24" WIDE x 48" TALL
- DIRECTION ARROW SHALL BE POSITIONED APPROPRIATELY TO DIRECT DRIVERS TO INDIVIDUALLY LISTED BUSINESSES.
- ACCESS BOARD SIGNS SHALL BE 2-SIDED SANDWICH BOARDS, WITH INFORMATION LISTED ON EACH SIDE. SANDWICH BOARDS SHALL BE SECURED WITH SAND BAGS TO PREVENT
- CONTRACTOR SHALL PROVIDE AND MAINTAIN APPROX TEN (10) BUSINESS SPECIFIC ACCESS SIGNS. EXACT LOCATIONS AND BUSINESS NAMES TO BE DETERMINED AS WORK PROGRESSES.

DETAIL A BUSINESS SPECIFIC ACCESS BOARD







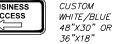




M4-9BR









(5)

36"x36"

48"x30"

CLOSED

8

ACCESS



D3-101 12"XVARIES



ROAD CLOSED 3 THRU TRAFFIC

6

M4-9BL DETOUR

ACCESS

CUSTOM WHITE/BLUE 48"X30" OR 36"X18"

CUSTOM

36"X18"

WHITE /BI UF

48"X30" OR



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CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

TRAFFIC CONTROL PLAN I

G-005

SHEET

LEGEND

DIRECTION OF TRAFFIC

TRAFFIC SAFETY DRUM

TEMPORARY SIGN LOCATION

SEQUENTIAL ARROW SIGN

TRANSPORTABLE ATTENUATOR

PCMS

PORTABLE CHANGEABLE MESSAGE SIGN. SEE DETAIL, THIS SHEET

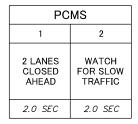
TEMPORARY SIGN LOCATION (5' (FT) MOUNTING HEIGHT)

WORK AHEAD

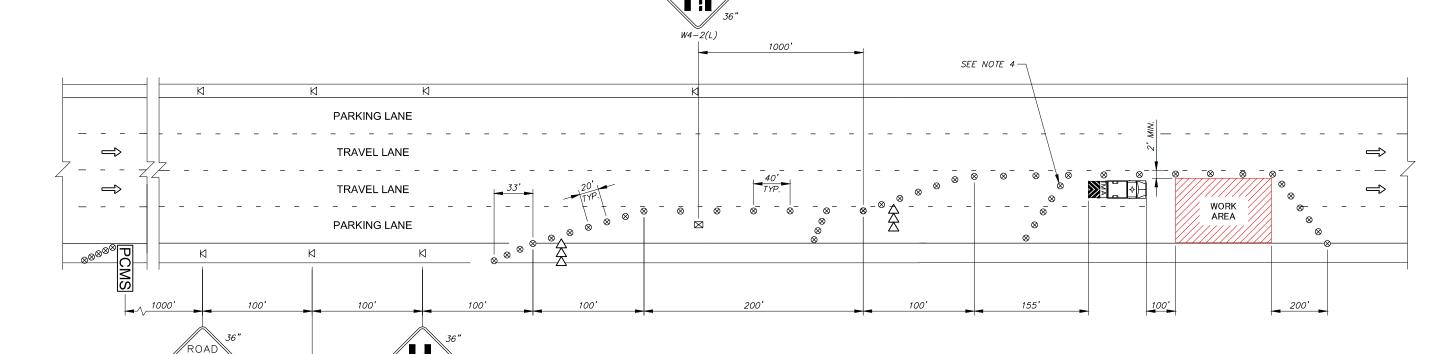
W20-1

RIGHT TWO LANES CLOSED AHEAD

W20-501



PORTABLE CHANGEABLE MESSAGE SIGN



DOUBLE-LANE CLOSURE FOR MULTI-LANE ROADWAYS

NOTES

- 1. MIRROR PLAN FOR WORK ON OPPOSITE SIDE OF INTERSECTION.
- 2. CONTRACTOR MUST KEEP ONE LANE OPEN. MAY USE PARKING LANE PROVIDED CONTRACTOR WORKS WITH OWNERS TO RELOCATE PARKED CARS.



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W4-2(L)

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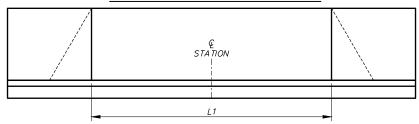
CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

G-006

SHEET

TRAFFIC CONTROL PLAN II

DRIVEWAY TABLE LEGEND



DRIVEWAY TABLE NOTES

- 1. DRIVEWAYS NOTED TO BE CONSTRUCTED WITH ACCELERANT SHALL ACHIEVE A COMPRESSIVE STRENGTH OF 3000 PSI IN 3 DAYS.
- 2. DRIVEWAYS SHALL ACHIEVE A COMPRESSIVE STRENGTH OF 3000 PSI PRIOR TO RE-OPENING.
- 3. ALL DRIVEWAY LOCATIONS SHALL BE APPROVED BY THE CITY PRIOR TO POURING.

DRIVEWAY TABLE					
DRIVEWAY NO	PROPERTY ADDRESS	€ STATION	L1	CONSTRUCTION NOTES	
D1	14 SE 3RD ST.	A1+53.86	24'		
D2	14 SE 3RD ST.	A3+54.18	46'		
D3	308 SE BYERS ST.	A5+80.88	12'		
D4	101 SE 3RD ST.	A5+92.57	14'		
D5	124 SE 3RD ST.	A5+95.03	12'		
D6	125 SE 3RD ST.	A6+40.22	15'		
D7	126 SE 3RD ST.	A6+44.17	21'		
D8	335 SE COURT ST.	A6+69.01	30'		
D9	229 SE COURT ST.	A7+09.84	13'		
D10	335 SE COURT ST.	A7+52.76	34'		
D11	230 SE COURT ST.	A9+87.14	27'		
D12	230 SE COURT ST.	A10+21.22	20'		
D13	329 SE 3RD ST.	A13+81.71	16'		
D14	215 SE DORION AVE.	A11+80.91	20'		
D15	344 SE 3RD ST.	A14+76.50	19'		
D16	356 SE 3RD ST.	A15+35.15	15'		
D17	355 SE 3RD ST.	A15+47.25	23'		
D18	305 SE EMIGRANT ST.	A16+07.26	11'		
D19	417 SE 3RD ST.	A17+41.63	8'		
D20	424 SE 3RD ST.	A18+25.35	30'		
D21	27 SE 3RD ST.	A1+91.51	22'		
D22	240 SE 3RD ST.	A10+23.37	23'		

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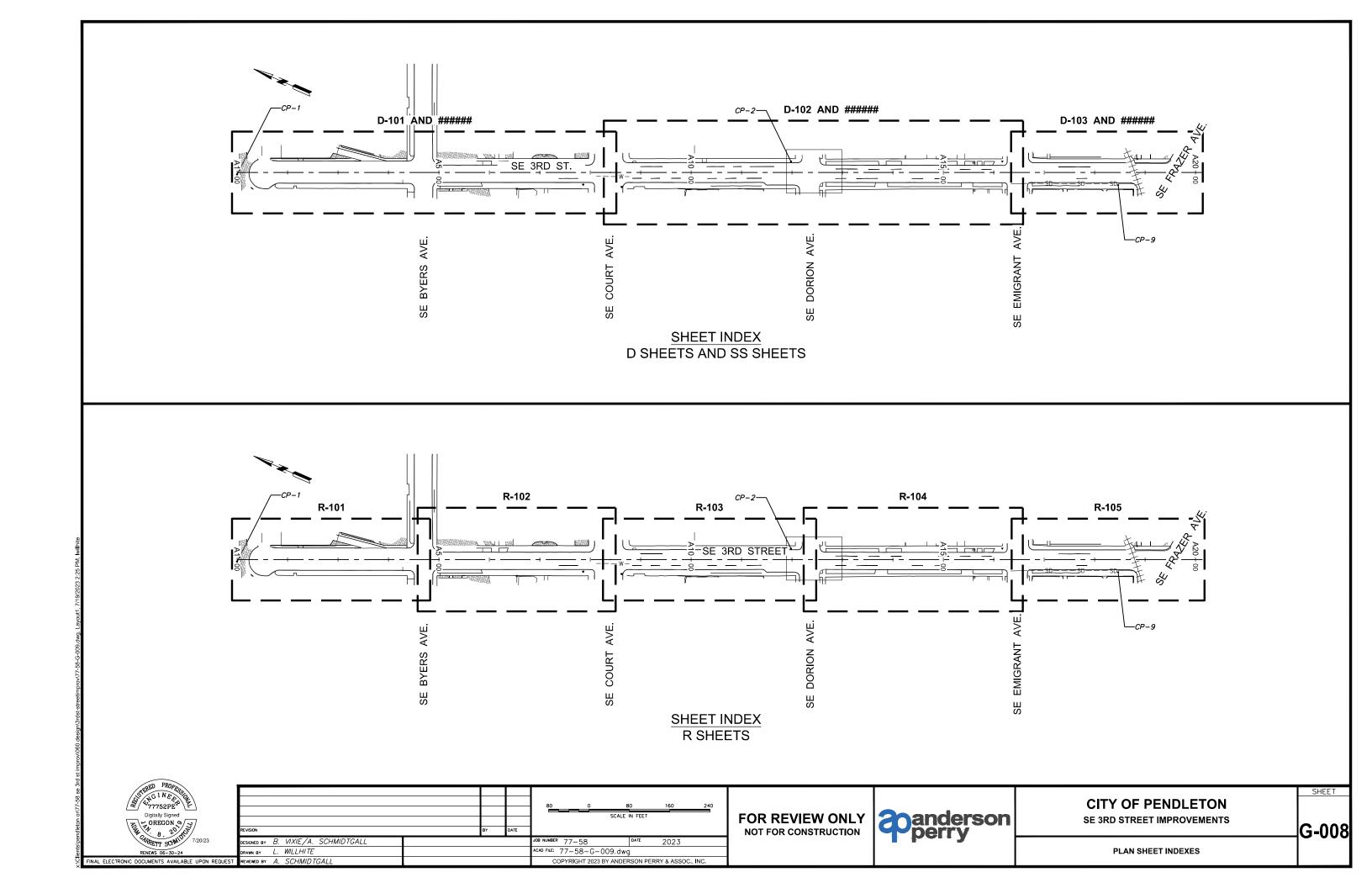


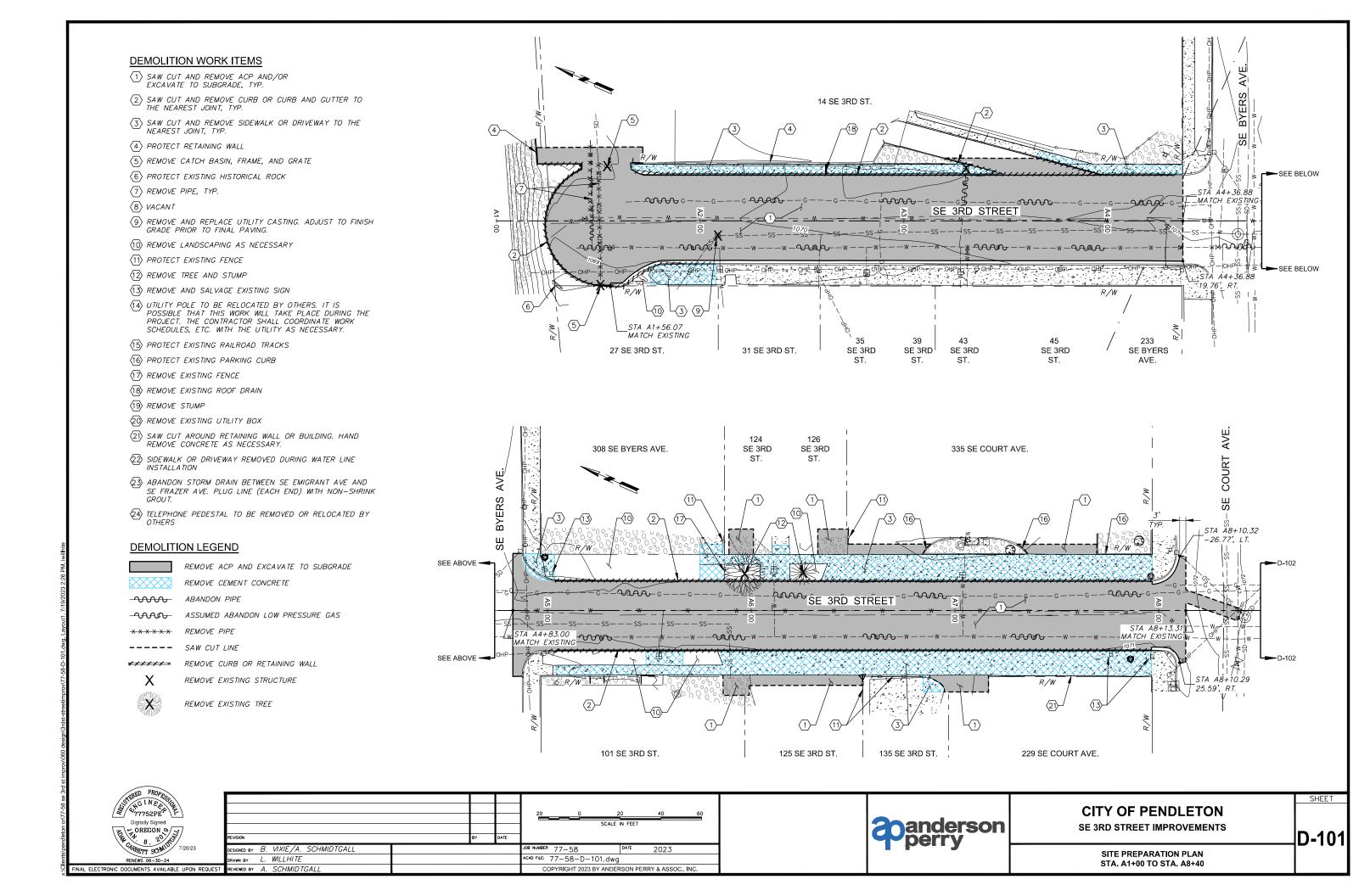
CITY OF PENDLETON **SE 3RD STREET IMPROVEMENTS**

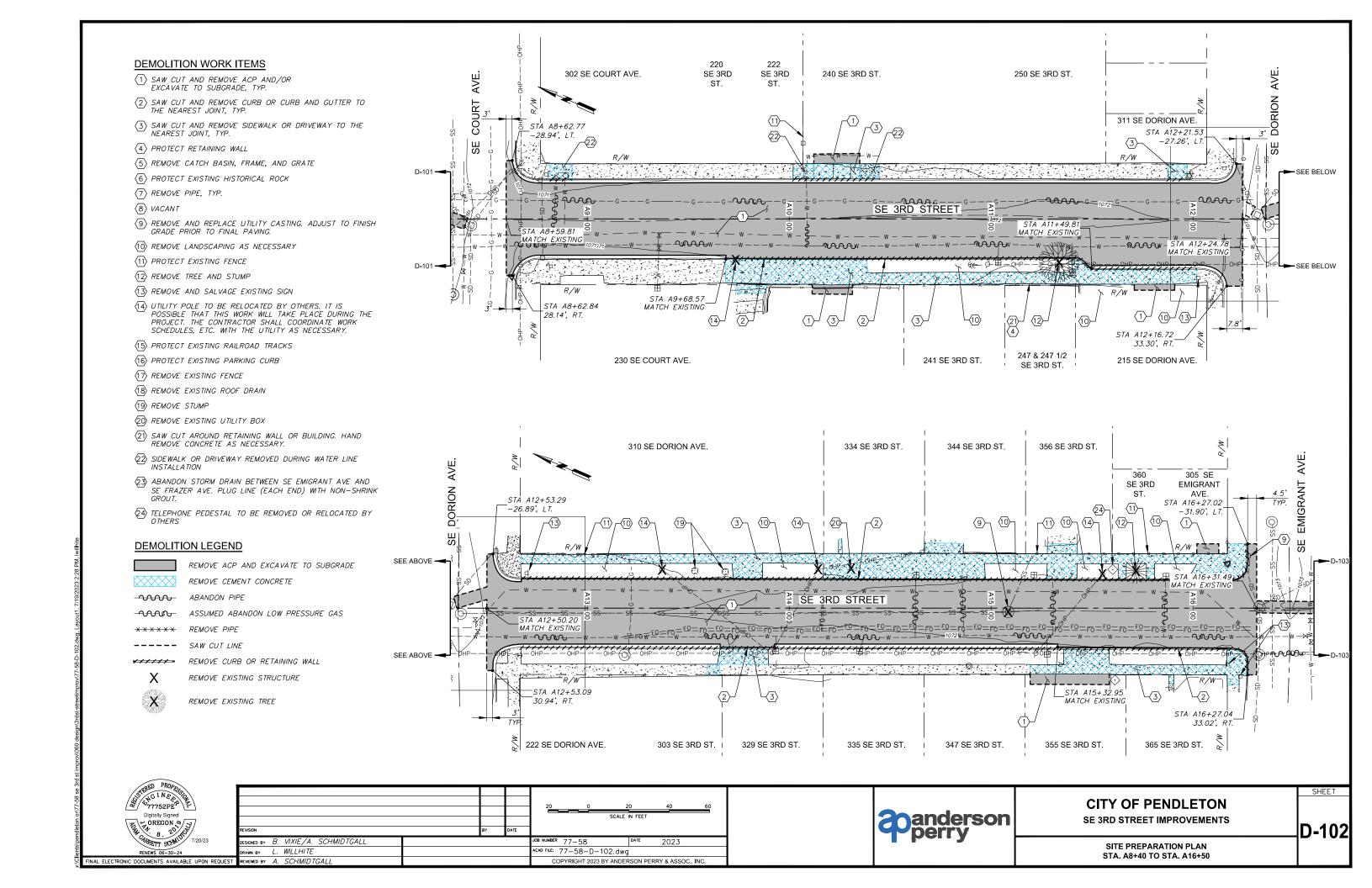
DRIVEWAY TABLE

SHEET

G-007







(2) SAW CUT AND REMOVE CURB OR CURB AND GUTTER TO THE NEAREST JOINT, TYP.

(3) SAW CUT AND REMOVE SIDEWALK OR DRIVEWAY TO THE NEAREST JOINT, TYP.

4 PROTECT RETAINING WALL

(5) REMOVE CATCH BASIN, FRAME, AND GRATE

(6) PROTECT EXISTING HISTORICAL ROCK

 $\langle 7 \rangle$ REMOVE PIPE, TYP.

(8) VACANT

(9) REMOVE AND REPLACE UTILITY CASTING. ADJUST TO FINISH GRADE PRIOR TO FINAL PAVING.

(10) REMOVE LANDSCAPING AS NECESSARY

11) PROTECT EXISTING FENCE

(12) REMOVE TREE AND STUMP

(13) REMOVE AND SALVAGE EXISTING SIGN

(4) UTILITY POLE TO BE RELOCATED BY OTHERS. IT IS POSSIBLE THAT THIS WORK WILL TAKE PLACE DURING THE PROJECT. THE CONTRACTOR SHALL COORDINATE WORK SCHEDULES, ETC. WITH THE UTILITY AS NECESSARY.

(15) PROTECT EXISTING RAILROAD TRACKS

(16) PROTECT EXISTING PARKING CURB

(17) REMOVE EXISTING FENCE

(18) REMOVE EXISTING ROOF DRAIN

(19) REMOVE STUMP

REMOVE EXISTING UTILITY BOX

(21) SAW CUT AROUND RETAINING WALL OR BUILDING. HAND REMOVE CONCRETE AS NECESSARY.

(2) SIDEWALK OR DRIVEWAY REMOVED DURING WATER LINE INSTALLATION

(23) ABANDON STORM DRAIN BETWEEN SE EMIGRANT AVE AND SE FRAZER AVE. PLUG LINE (EACH END) WITH NON-SHRINK GROUT.

(24) TELEPHONE PEDESTAL TO BE REMOVED OR RELOCATED BY OTHERS

DEMOLITION LEGEND

XXXXXX

REMOVE ACP AND EXCAVATE TO SUBGRADE

REMOVE CEMENT CONCRETE

ASSUMED ABANDON LOW PRESSURE GAS

REMOVE PIPE

ARANDON PIPE

SAW CUT LINE

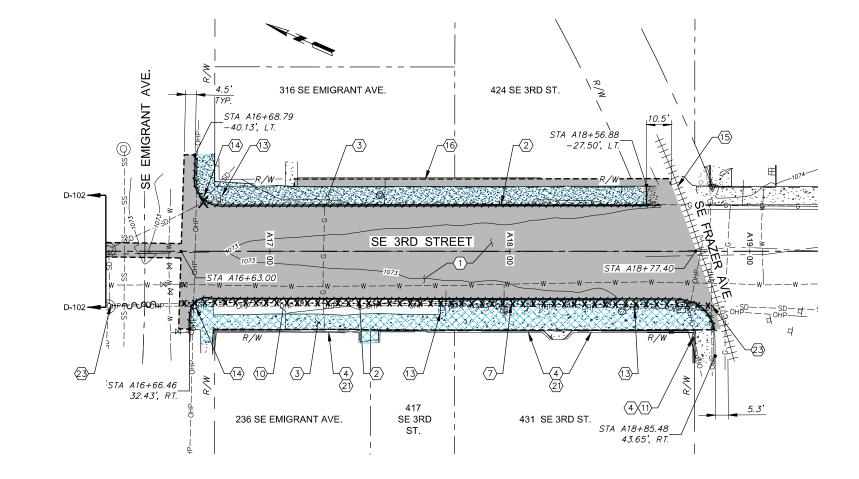
REMOVE CURB OR RETAINING WALL



REMOVE EXISTING STRUCTURE



REMOVE EXISTING TREE



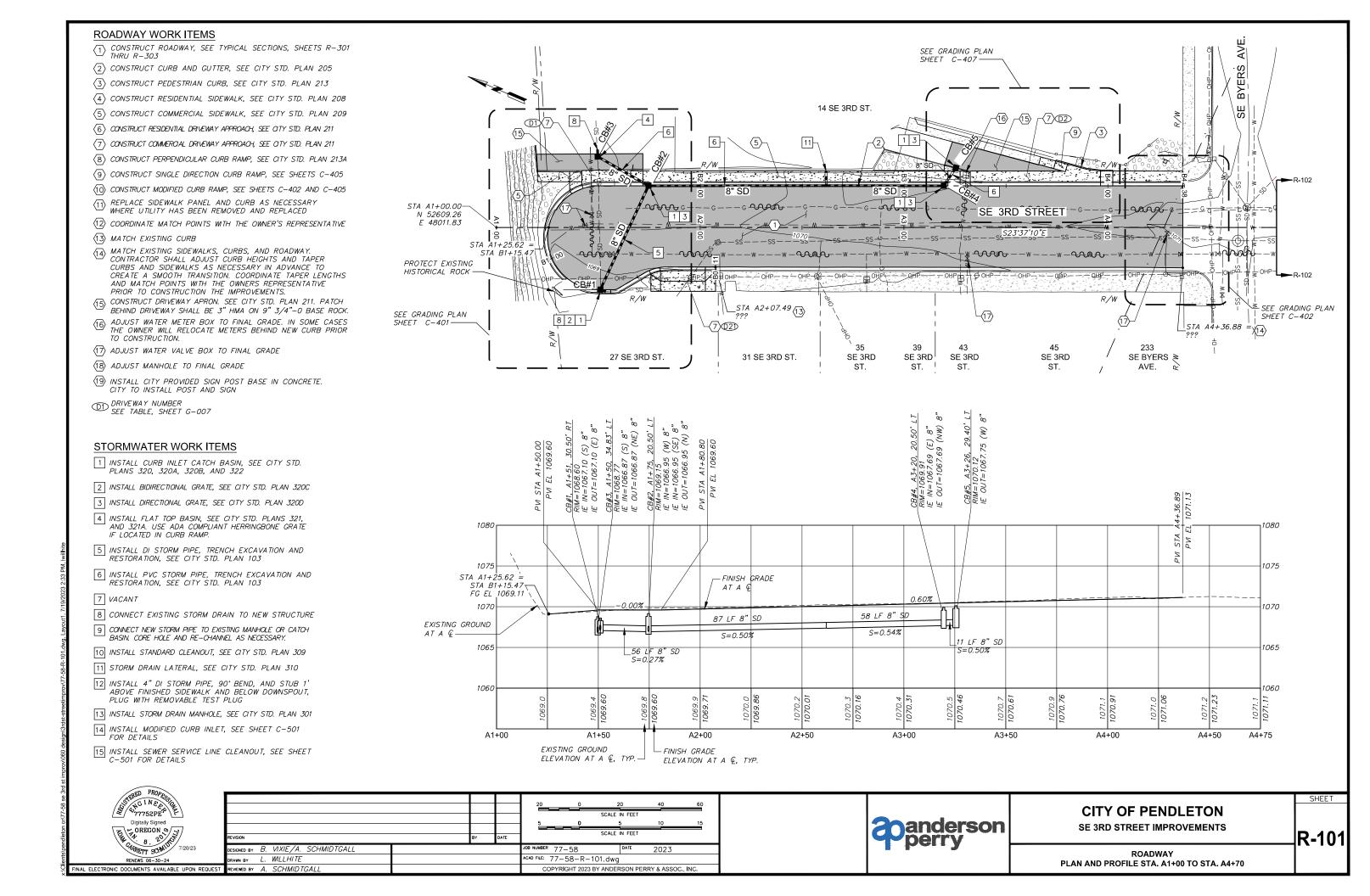


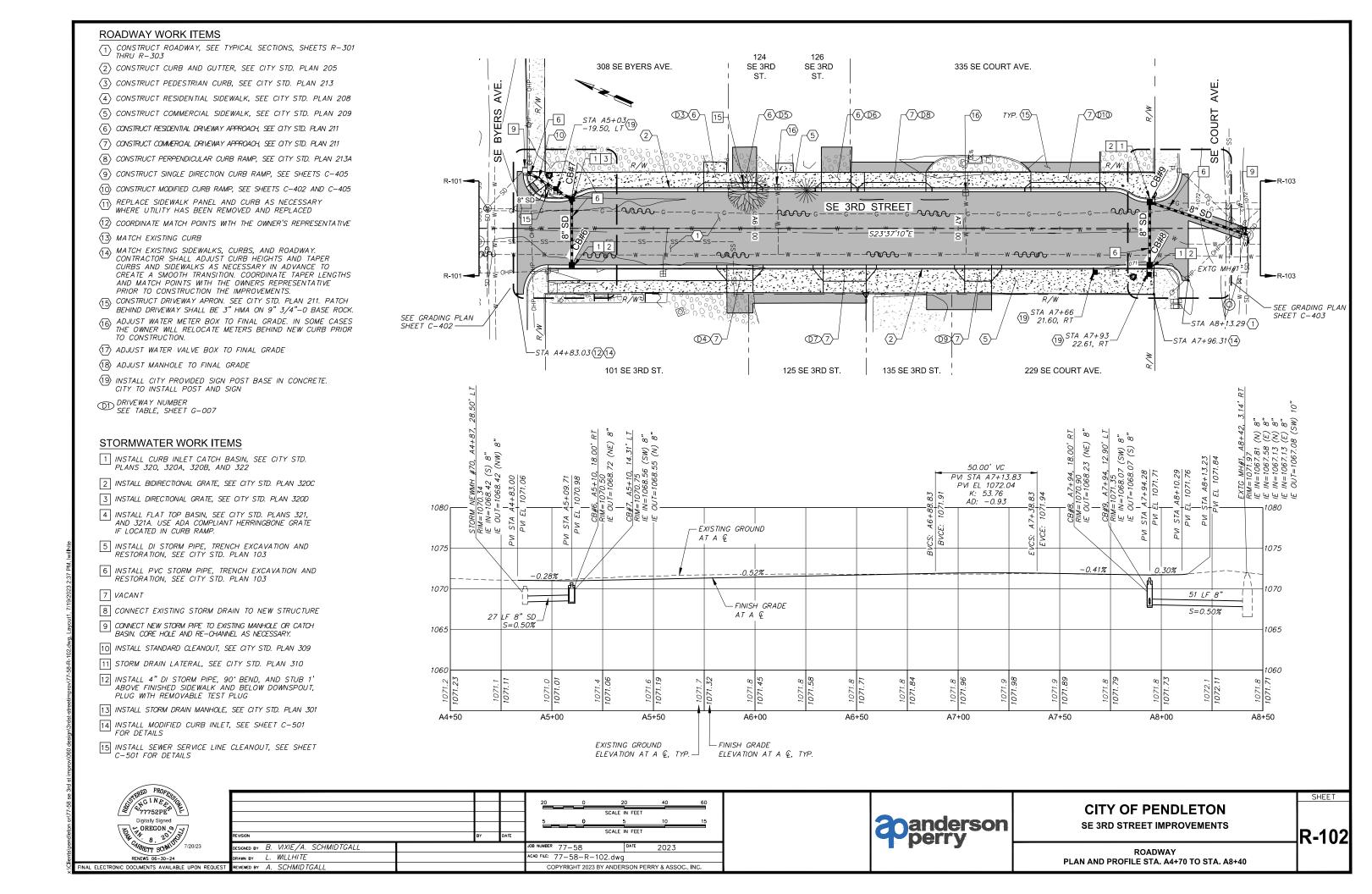


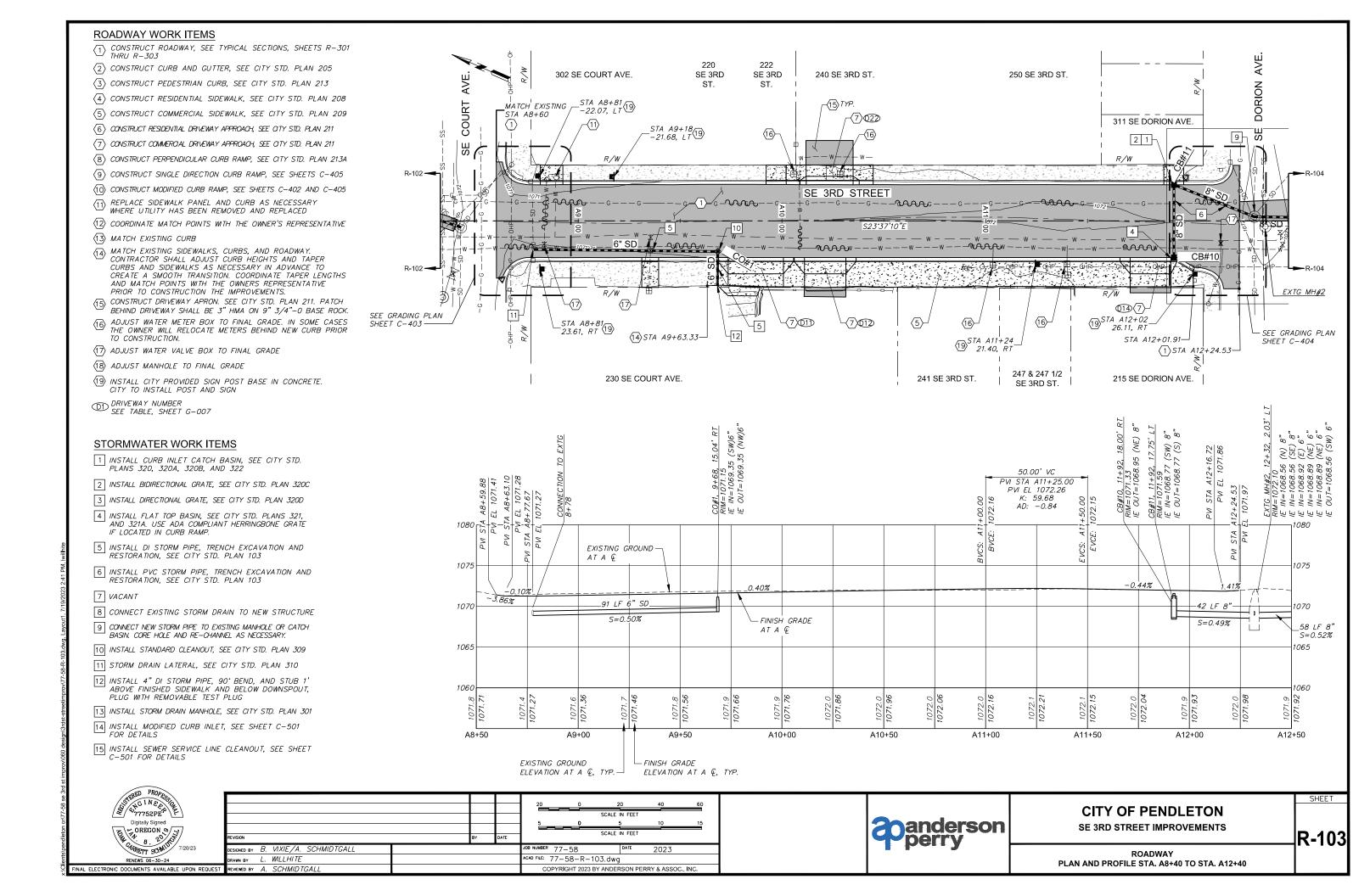
CITY OF PENDLETON
SE 3RD STREET IMPROVEMENTS

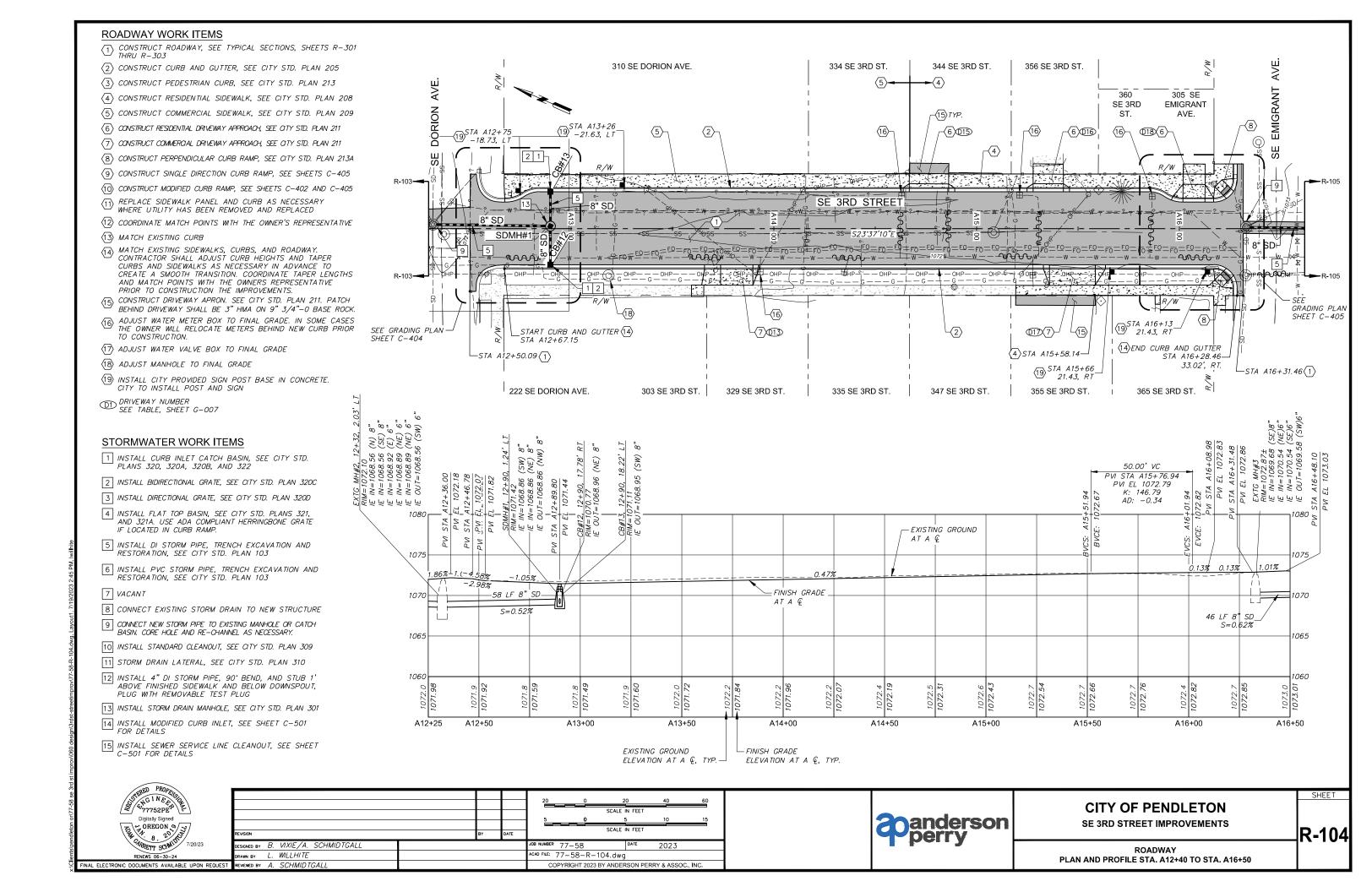
SITE PREPARATION PLAN STA. A16+50 TO STA. 19+00 SHEET

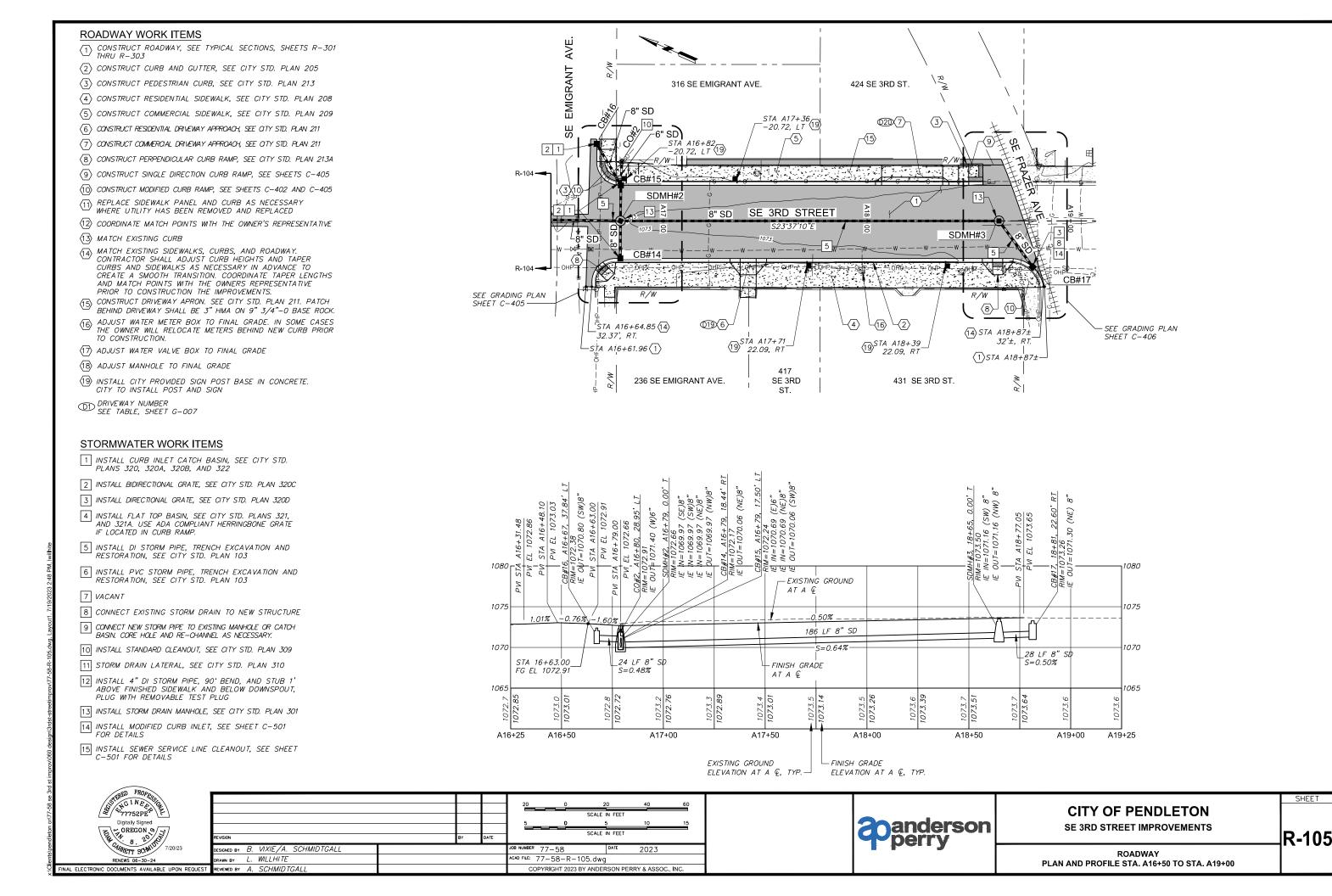
D-103





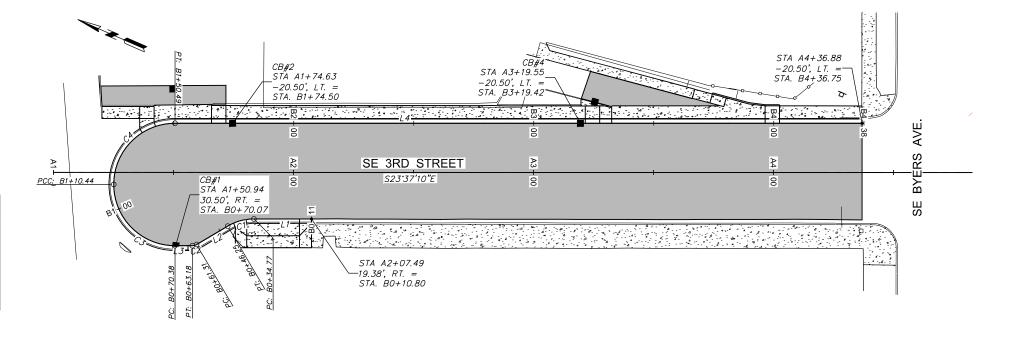


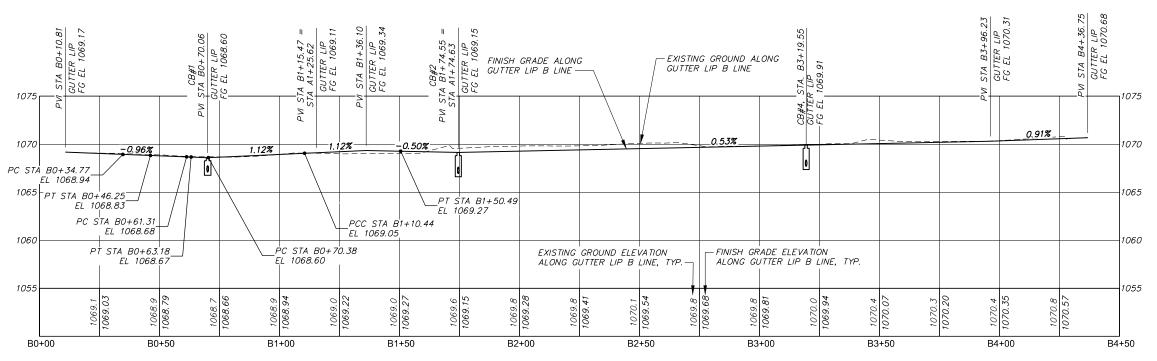




	ALIGNMENT B - LINE TABLE						
LINE#	LENGTH	DIRECTION	START STATION	END STATION			
L1	23.98	N23° 36′ 10.83"W	B0+10.80	B0+34.77			
L2	15.06	N54° 10' 53.85"W	B0+46.25	B0+61.31			
L3	7.21	N23° 37′ 10.48″W	B0+63.18	B0+70.38			
L4	286.26	S23° 37' 10.48"E	B1+50.49	B4+36.75			

	ALIGNMENT B - CURVE TABLE						
CURVE#	RADIUS	LENGTH	CHORD DIRECTION	START STATION	END STATION		
C1	21.50	11.47	N38* 53' 32.34"W	B0+34.77	B0+46.25		
C2	3.50	1.87	N38° 54' 02.17"W	B0+61.31	B0+63.18		
C3	25.50	40.06	N21° 22' 49.52"E	B0+70.38	B1+10.44		
C4	25.50	40.06	S68° 37' 10.48"E	B1+10.44	B1+50.49		





GUTTER LIP PROFILE - B LINE CUL-DE-SAC TO BYERS AVENUE



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CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

GUTTER LIP PROFILE STA. A0+50 TO STA. A4+70

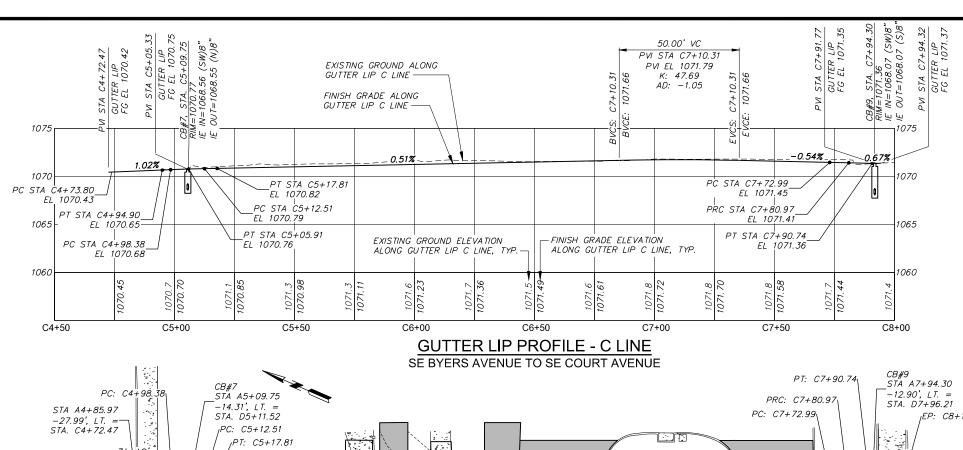
R-201

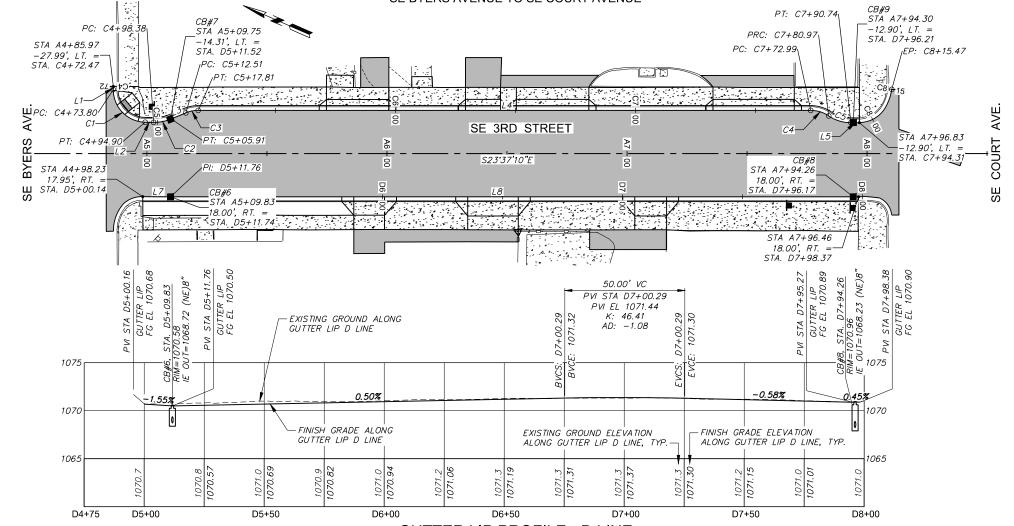
SHEET

	ALIGNMENT C - LINE TABLE							
LINE#	LENGTH	DIRECTION	START STATION	END STATION				
L1	1.33	N66° 46' 48.15"E	C4+72.47	C4+73.80				
L2	3.47	S22° 52' 03.00"E	C4+94.90	C4+98.38				
L3	6.60	S46° 07' 10.48"E	C5+05.91	C5+12.51				
L4	255.18	S23° 37′ 10.48″E	C5+17.81	C7+72.99				
L5	3.57	S23° 37′ 10.48″E	C7+90.74	C7+94.31				

	ALIGNMENT C - CURVE TABLE						
CURVE#	RADIUS	LENGTH	CHORD DIRECTION	START STATION	END STATION		
C1	13.49	21.11	S21° 57' 22.58"W	C4+73.80	C4+94.90		
C2	18.56	7.53	S34° 29′ 36.74″E	C4+98.38	C5+05.91		
C3	13.50	5.30	S34° 52' 10.48"E	C5+12.51	C5+17.81		
C4	13.50	7.99	S6° 40' 10.85"E	C7+72.99	C7+80.97		
C5	16.50	9.76	S6° 40' 10.85"E	C7+80.97	C7+90.74		

ALIGNMENT D - LINE TABLE						
LINE # LENGTH DIRECTION START STATION END STATION						
L7	11.62	S23° 21′ 51.74″E	D5+00.14	D5+11.76		
L8	286.61	S23° 37' 10.48"E	D5+11.76	D7+98.37		





GUTTER LIP PROFILE - D LINE SE BYERS AVENUE TO SE COURT AVENUE



SCALE IN FEET DESIGNED BY B. VIXIE/A. SCHMIDTGALL 77-58 AD FILE: 77-58-R-202.dwg AWN BY L. WILLHITE REVIEWED BY A. SCHMIDTGAL COPYRIGHT 2023 BY ANDERSON PERRY & ASSOC., INC.



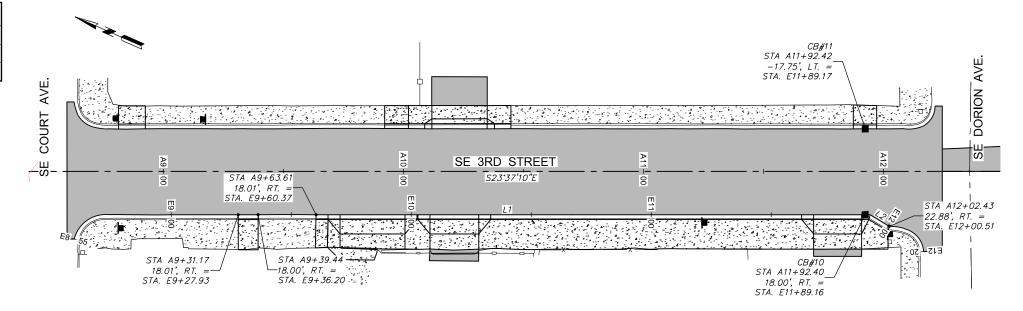
CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

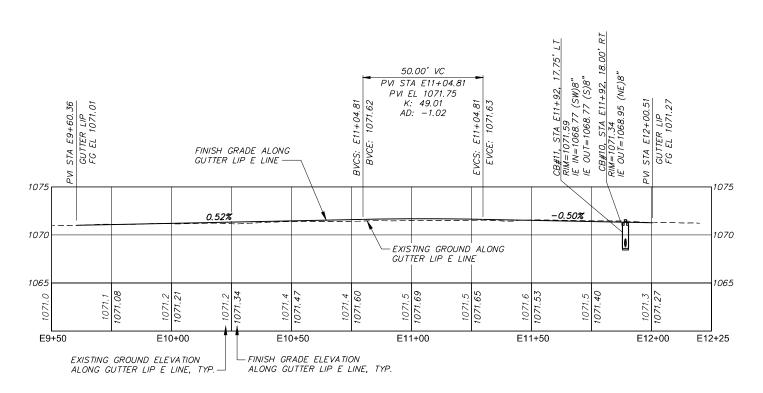
R-202

SHEET

GUTTER LIP PROFILE STA. A4+70 TO STA. A8+40

ALIGNMENT E - LINE TABLE							
LINE#	LENGTH	DIRECTION	START STATION	END STATION			
L 1	225.15	S23° 37' 12.92"E	E9+65.37	E11+90.52			
L2	8.63	S7° 53' 04.72"W	E11+91.88	E12+00.51			





GUTTER LIP PROFILE - E LINE SE COURT AVENUE TO SE DORION AVENUE



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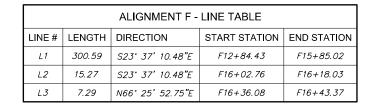


CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

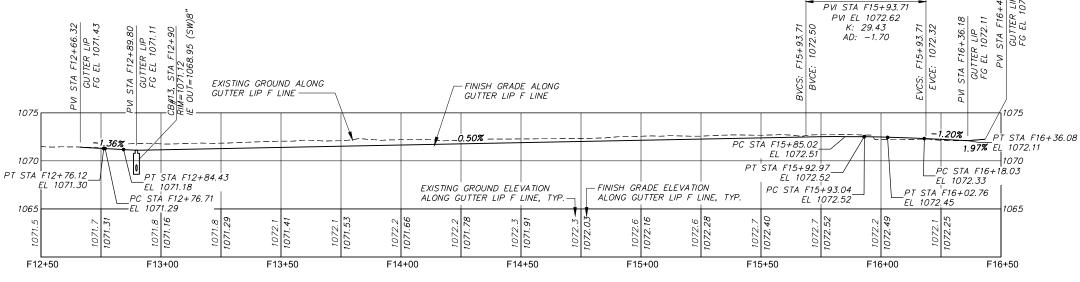
ROADWAY GUTTER LIP PROFILE STA. A8+40 TO STA. A12+40

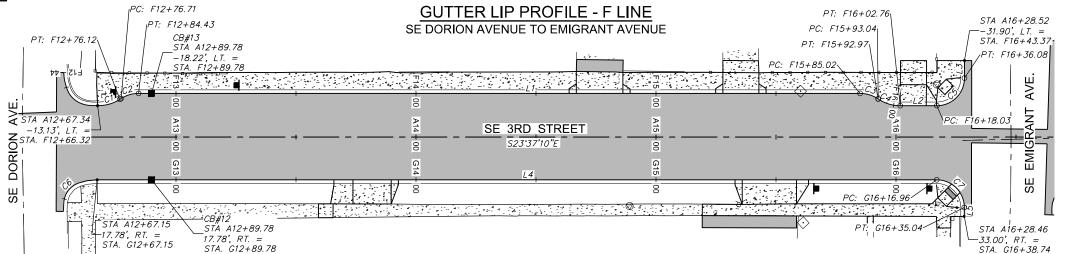
SHEET

R-203



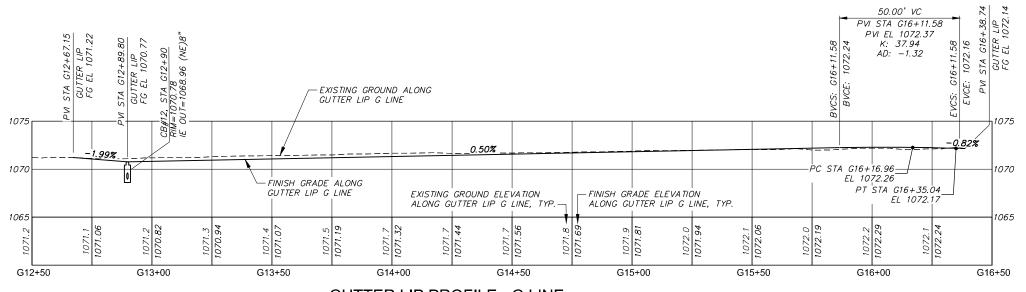
	ALIGNMENT F - CURVE TABLE						
CURVE#	RADIUS	LENGTH	CHORD DIRECTION	START STATION	END STATION		
C1	16.50	9. <i>73</i>	S39° 28′ 40.01″E	F12+66.38	F12+76.12		
C2	13.50	7.72	S39° 59' 52.81"E	F12+76.71	F12+84.43		
C3	13.50	7.95	S6° 44′ 40.48 " E	F15+85.02	F15+92.97		
C4	16.50	9. <i>72</i>	S6° 44′ 40.48 " E	F15+93.04	F16+02.76		
C5	11.50	18.05	S68° 35' 38.86"E	F16+18.03	F16+36.08		





	ALIGNMENT G - LINE TABLE						
LINE#	LENGTH	DIRECTION	START STATION	END STATION			
L4	349.81	S23° 37' 10.48"E	G12+67.15	G16+16.96			
L5	3.71	S66° 25′ 52.75″W	G16+35.04	G16+38.74			

ALIGNMENT G - CURVE TABLE							
CURVE # RADIUS LENGTH CHORD DIRECTION START STATION END STATE					END STATION		
C7	11.50	18.07	S21° 24' 21.14"W	G16+16.96	G16+35.04		



GUTTER LIP PROFILE - G LINE SE DORION AVENUE TO EMIGRANT AVENUE



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CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

50.00' VC

ROADWAY

R-204

SHEET

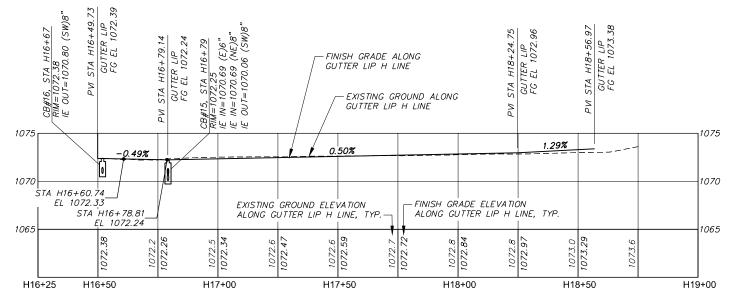
GUTTER LIP PROFILE STA. A12+40 TO STA. A16+50

	ALIGNMENT H - LINE TABLE							
LINE#	LENGTH	DIRECTION START STATION END ST.						
L1	11.12	S66° 25' 52.75"W	H16+49.62	H16+60.74				
L2	178.15	S23° 37' 10.48"E	H16+78.81	H18+56.96				

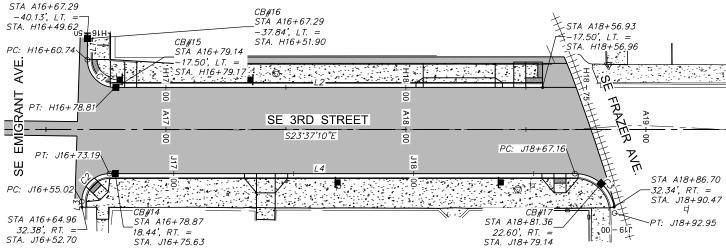
	ALIGNMENT H - CURVE TABLE								
CURVE#	RADIUS	LENGTH	START STATION	END STATION					
C1	11.50	18.07	S21° 24' 21.14"W	H16+60.74	H16+78.81				

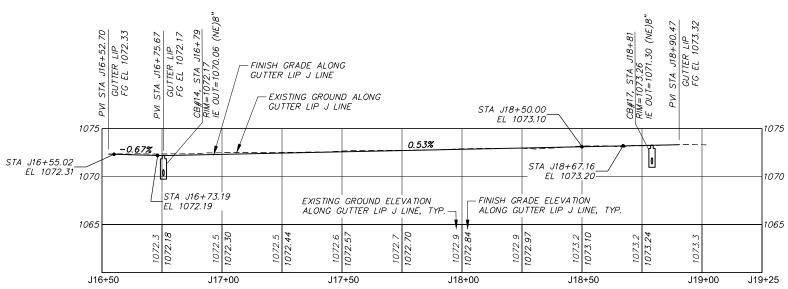
	ALIGNMENT J - LINE TABLE								
LINE # LENGTH DIRECTION START STATION END STATIC									
L3	2.33	N65° 50' 12.41"E	J16+52.70	J16+55.02					
L4	193.97	S23° 37′ 10.48″E	J16+73.19	J18+67.16					

	ALIGNMENT J - CURVE TABLE									
CURVE#	CURVE # RADIUS LENGTH CHORD DIRECTION START STATION EN									
C2	11.50	18.17	S68° 53' 29.03"E	J16+55.02	J16+73.19					
C3	16.50	<i>25.78</i>	S21° 08' 44.41"W	J18+67.16	J18+92.95					



GUTTER LIP PROFILE - H LINE EMIGRANT AVENUE TO SE FRAZER AVENUE





GUTTER LIP PROFILE - J LINE EMIGRANT AVENUE TO SE FRAZER AVENUE



				20	0	20	40	60	
				ľ		SCALE IN F			- 1
					•	SCALE IN F	10	15	
					_ <u> </u>	SCALE IN F			
REVISION			DATE	1		SCALE IN F	EEI		
DESIGNED BY B. VIXIE/A. SCHMIDTGALL				JOB NUMBER 77	7-58	DAT	E 2023	3	П
DRAWN BY L. WILLHITE				ACAD FILE: 77-58-R-205.dwg					
REVIEWED BY A. SCHMIDTGALL				COPYF	RIGHT 2023 BY	ANDERSO	N PERRY & AS	SOC., INC.	

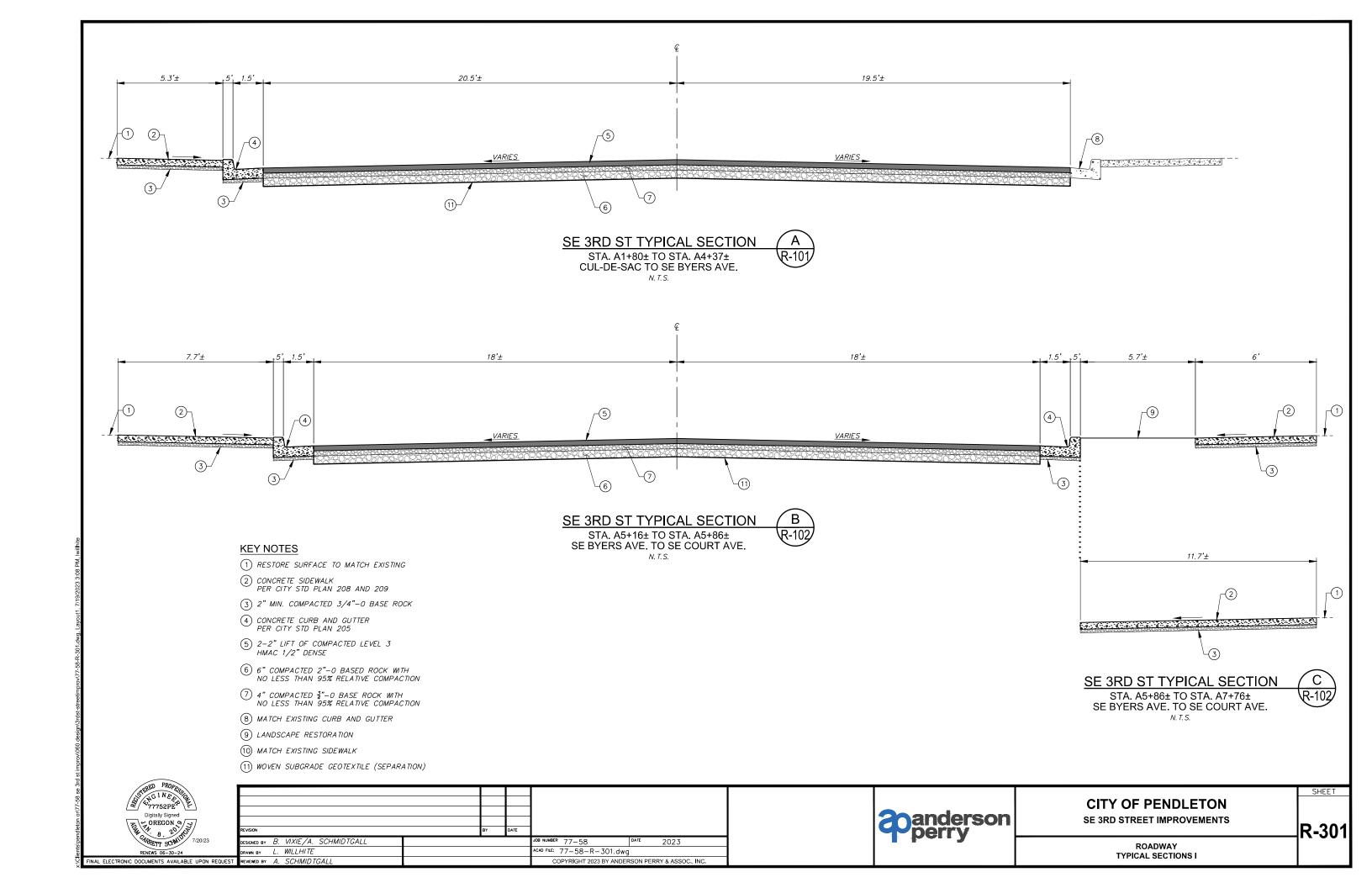


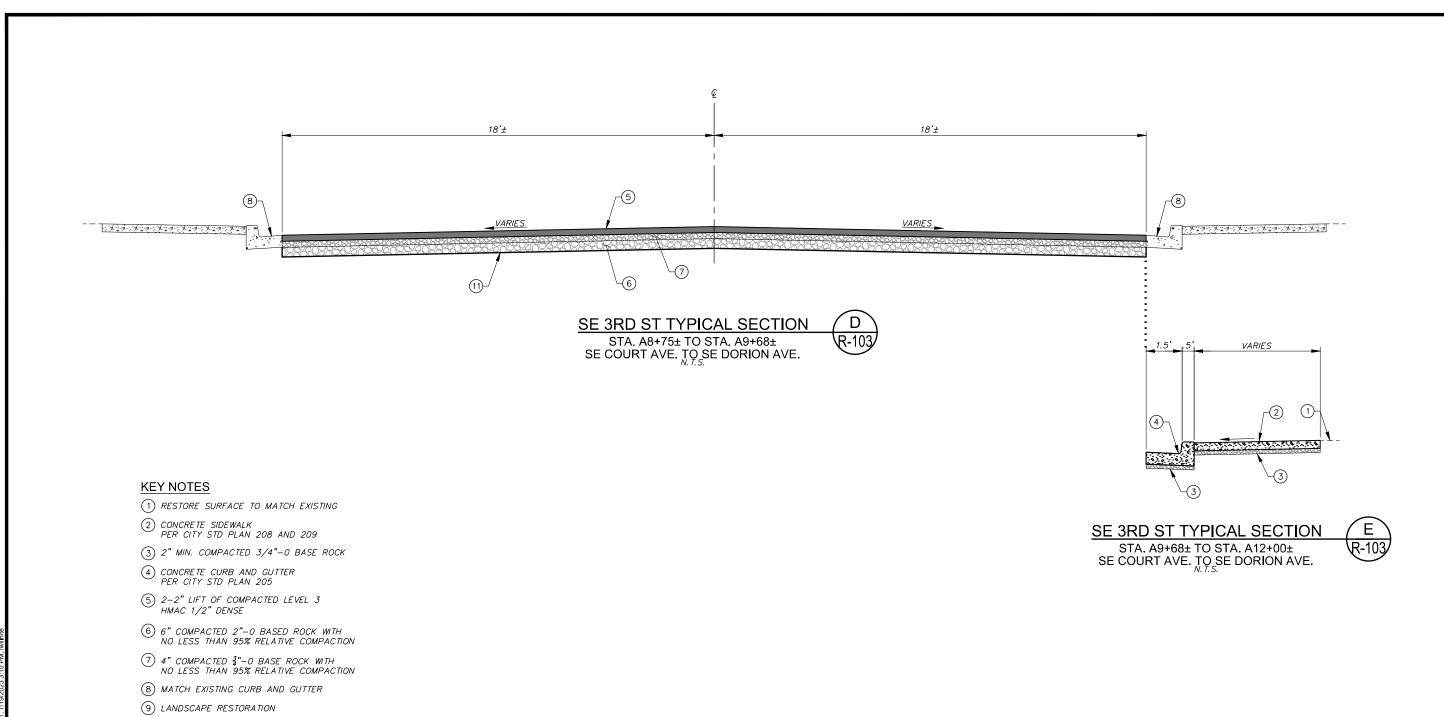
CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

GUTTER LIP PROFILE STA. A16+50 TO STA. A19+00

SHEET

R-205







10 MATCH EXISTING SIDEWALK

(11) WOVEN SUBGRADE GEOTEXTILE (SEPARATION)



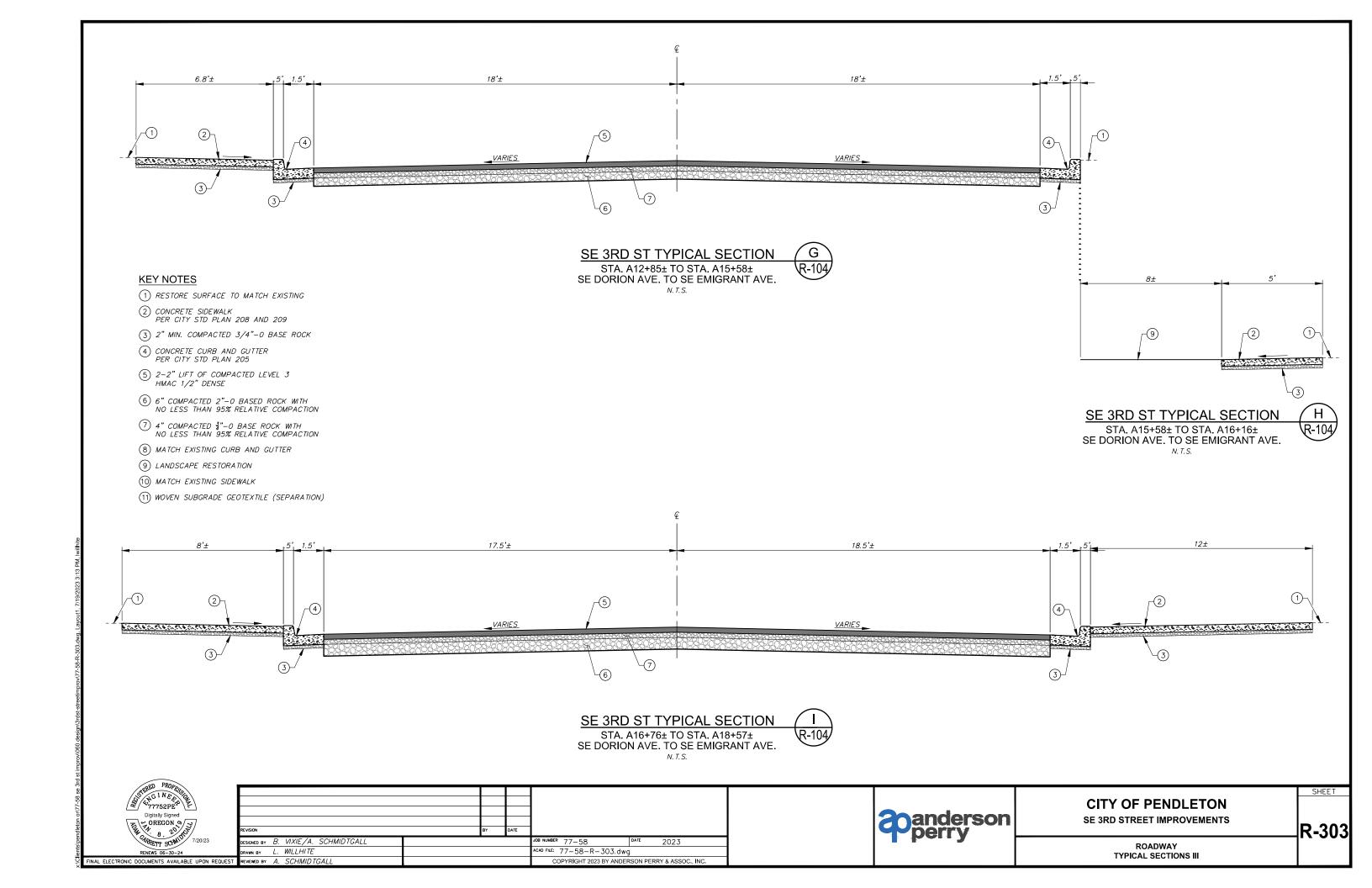
CITY OF PENDLETON

SE 3RD STREET IMPROVEMENTS

ROADWAY
TYPICAL SECTIONS II

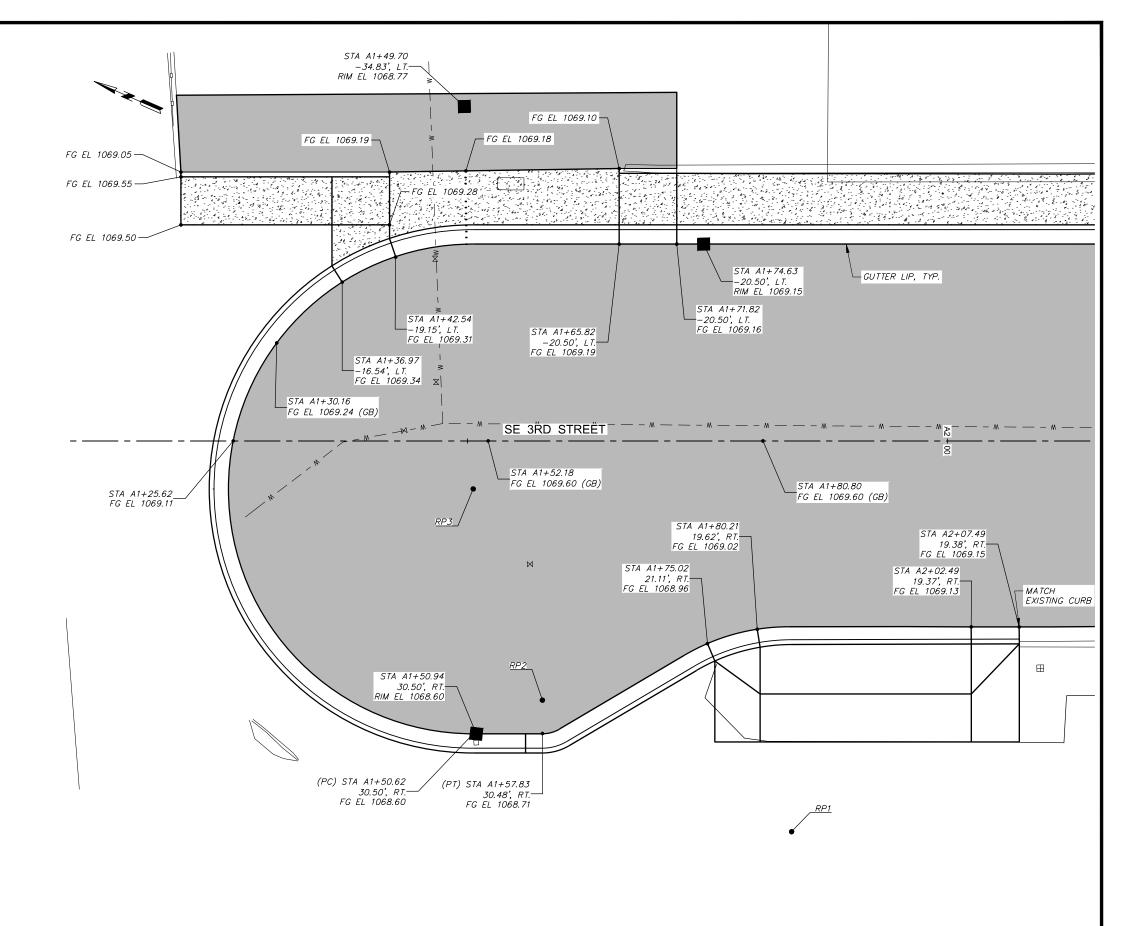
R-302

SHEET



- 1. THE SPOT ELEVATIONS SHOWN ARE FINISHED GRADE (FG), ADJACENT CURB AND GUTTER SPOT ELEVATIONS AND CATCH BASIN ELEVATIONS ARE AT THE LIP OF GUTTER/PAVEMENT EDGE. TBC ELEVATIONS ARE 0.38' ABOVE FG ELEVATIONS AT THE LIP OF GUTTER. GRADE BREAK (GB), HIGH POINT (HPT), AND LOW POINT (LPT) LOCATIONS ARE ALSO SHOWN. SLOPES LISTED ARE FG PAVEMENT SLOPES.
- 2. SEE SHEETS R-101 THROUGH R-105 FOR CENTERLINE PROFILES.
- 3. SEE SHEET R-301 THROUGH R-303 FOR TYPICAL ROAD SECTIONS.
- 4. TBC ELEVATIONS ARE TO BE CONSTRUCTED AT FL ELEVATION FOR WHEELCHAIR RAMPS OR CURB TERMINATIONS AS NEEDED. TBC ELEVATIONS ARE TO BE CONSTRUCTED AT DEPRESSED CURB AND GUTTER ELEVATIONS FOR DRIVEWAY LOCATIONS.
- 5. SLOPES SHOWN ARE APPROXIMATE AND ARE FOR GENERAL INFORMATION ONLY. IMPROVEMENTS SHALL BE CONSTRUCTED TO SPOTELEVATIONS SHOWN.
- 6. AT LOCATIONS WHERE PAVEMENT GRADES SLOPE DOWN AWAY FROM THE GUTTER, THE GUTTER SHALL BE ADJUSTED TO SLOPE THE SAME DIRECTION AS THE PAVEMENT. ALL LOCATIONS SHALL BE REVIEWED WITH AND CONFIRMED BY THE OWNER'S REPRESENTATIVE

	RADIUS POINT TABLE									
NO.	STATION	OFFSET	RADIUS	LENGTH	NORTHING	EASTING				
RP1	1+83.78	40.71 R	21.5'	11.43'	52516.18	48008.10				
RP2	1+57.83	27.00 R	3.5	1.89'	52545.45	48010.26				
RP3	1+50.62	5.00 R	25.5	80.11'	52560.87	48027.53				





| SCALE IN FEET | SCALE IN FEE



CITY OF PENDLETON
SE 3RD STREET IMPROVEMENTS

INTERSECTION GRADING PLAN SE 3RD STREET AND CUL-DE-SAC C-401

SHEET

GENERAL NOTES 1. THE SPOT ELEVATIONS SHOWN ARE FINISHED GRADE (FG), ADJACENT CURB AND GUTTER SPOT ELEVATIONS AND CATCH BASIN ELEVATIONS ARE AT THE LIP OF GUTTER/PAVEMENT EDGE. TBC ELEVATIONS ARE 0.38' ABOVE FG ELEVATIONS AT THE LIP OF GUTTER. GRADE BREAK (GB), HIGH POINT (HPT), AND LOW POINT (LPT) LOCATIONS ARE ALSO STA A4+96.35 —-27.94', LT. FG EL 1070.93± SHOWN. SLOPES LISTED ARE FG PAVEMENT SLOPES. STA A4+85.97 AVE -27.99', LT.-FG EL 1070.42± 2. SEE SHEETS R-101 THROUGH R-105 FOR CENTERLINE PROFILES. STA A5+03.51 3. SEE SHEET R-301 THROUGH R-303 FOR TYPICAL ROAD SECTIONS. STA A4+36.88 -27.73', LT.-FG EL 1070.95± STA A4+93.82 BYERS --27.57', LT. FG EL 1071.25± -25.25', LT. 4. TBC ELEVATIONS ARE TO BE CONSTRUCTED AT FL ELEVATION FOR STA A4+82.97 FG EL 1070.89± WHEELCHAIR RAMPS OR CURB TERMINATIONS AS NEEDED. TBC -27.99', LT.-ELEVATIONS ARE TO BE CONSTRUCTED AT DEPRESSED CURB AND GUTTER ELEVATIONS FOR DRIVEWAY LOCATIONS. FG EL 1070.67± 밇 SLOPES SHOWN ARE APPROXIMATE AND ARE FOR GENERAL INFORMATION ONLY. IMPROVEMENTS SHALL BE CONSTRUCTED TO SPOT ELEVATIONS SHOWN. STA A4+96.96 6. AT LOCATIONS WHERE PAVEMENT GRADES SLOPE DOWN AWAY FROM THE GUTTER, THE GUTTER SHALL BE ADJUSTED TO SLOPE THE SAME —−21.35', LT. FG EL 1070.92± . DIRECTION AS THE PAVEMENT. ALL LOCATIONS SHALL BE REVIEWED WITH AND CONFIRMED BY THE OWNER'S REPRESENTATIVE STA A4+36.88 --20.50', LT. FG EL 1070.72± STA A4+87.59 STA A5+21.35 --18.00', LT. FG EL 1070.82± -20.22', LT. FG EL 1070.53± **RADIUS POINT TABLE** GUTTER LIP, TYP. STA A4+90.73 -16.33', LT. FG EL 1070.56± STA A5+02.76 NO. | STATION | OFFSET | RADIUS | LENGTH NORTHING | EASTING -13.04', LT FG EL 1070.68± 4+98.72 13.5 52254.43 48195.56 26.18 L 21.13 STA A4+83.00 STA A5+09.75 STA A4+36.88 STA A5+03.95 FG EL 1071.00± RP5 48202.19 5+03.00 31.53 L 18.5' 7.51 52252.65 FG EL 1071.13± FG EL 1071.06± 52225.00 48184.78 5+*2*1.*3*5 4.50 L 13.5° 5.*30*° SE 3RD STREET STA A4+98.23 STA A5+09.83 17.95', RT. RIM EL 1070.50± STA A4+36.88 -19.76**',** RT. FG EL 1070.34± - EXISTING CURB, TYP. STA A4+86.02 STA A4+98.26 32.29', RT. STA A4+98.29 FG EL 1070.40± 25.76', RT. FG EL 1070.70± 31.76', RT. FG EL 1070.86± STA A4+83.03 32.36', RT.-FG EL 1070.66± STA A5+04.43 SEE PLANS COMPLETED *─_31.74′, RT.* -FG EL 1070.95± BY THE CITY OF PENDLETON FOR CONTINUATION OF IMPROVEMENT SHEET CITY OF PENDLETON 77752PE anderson Digitally Signed **SE 3RD STREET IMPROVEMENTS** OREGON . C-402

NUMBER 77-58

AD FILE: 77-58-C-402.dwg

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2023

INTERSECTION GRADING PLAN

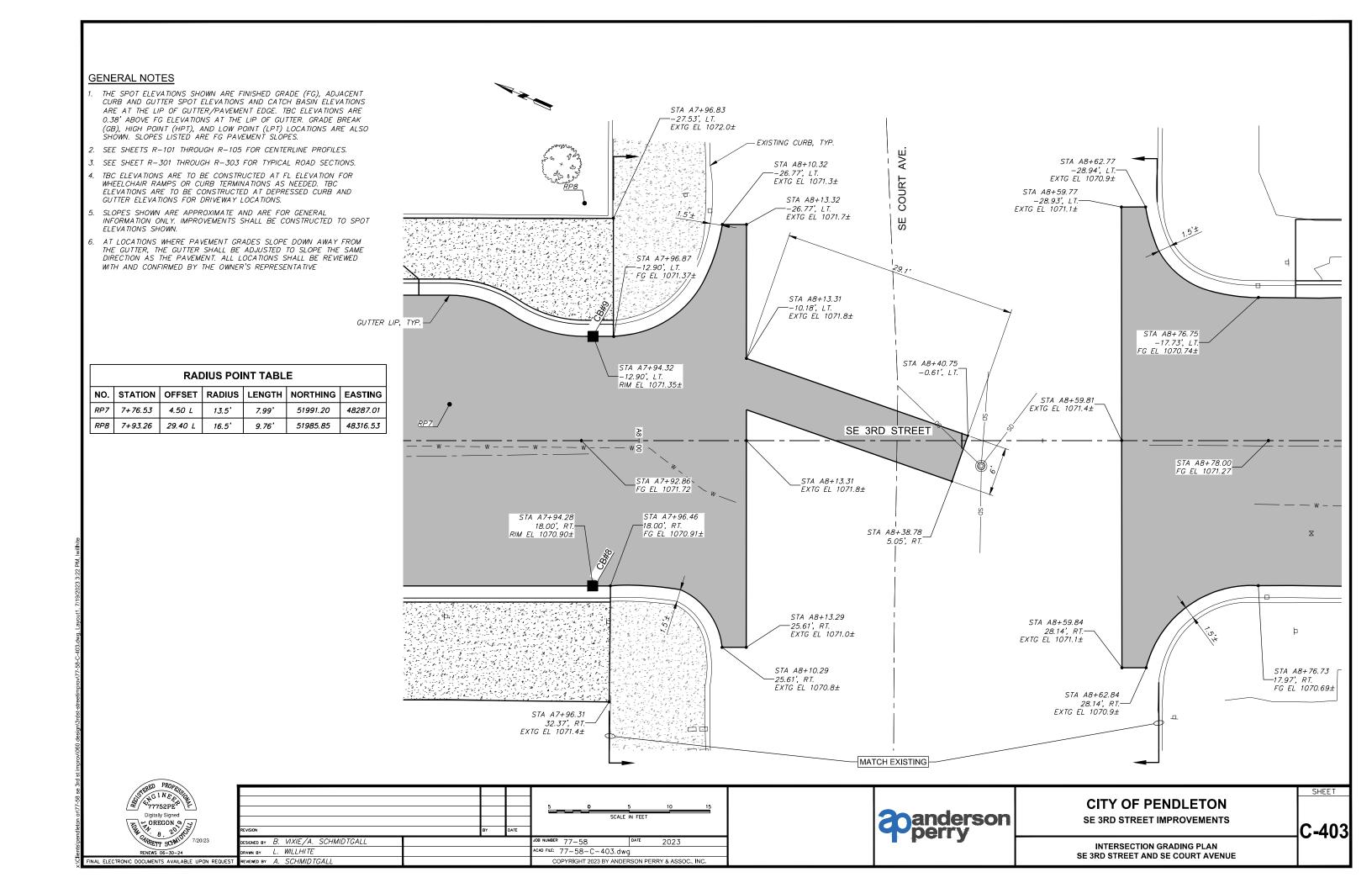
SE 3RD STREET AND SE BYERS AVENUE

DESIGNED BY B. VIXIE/A. SCHMIDTGALL

AWN BY L. WILLHITE

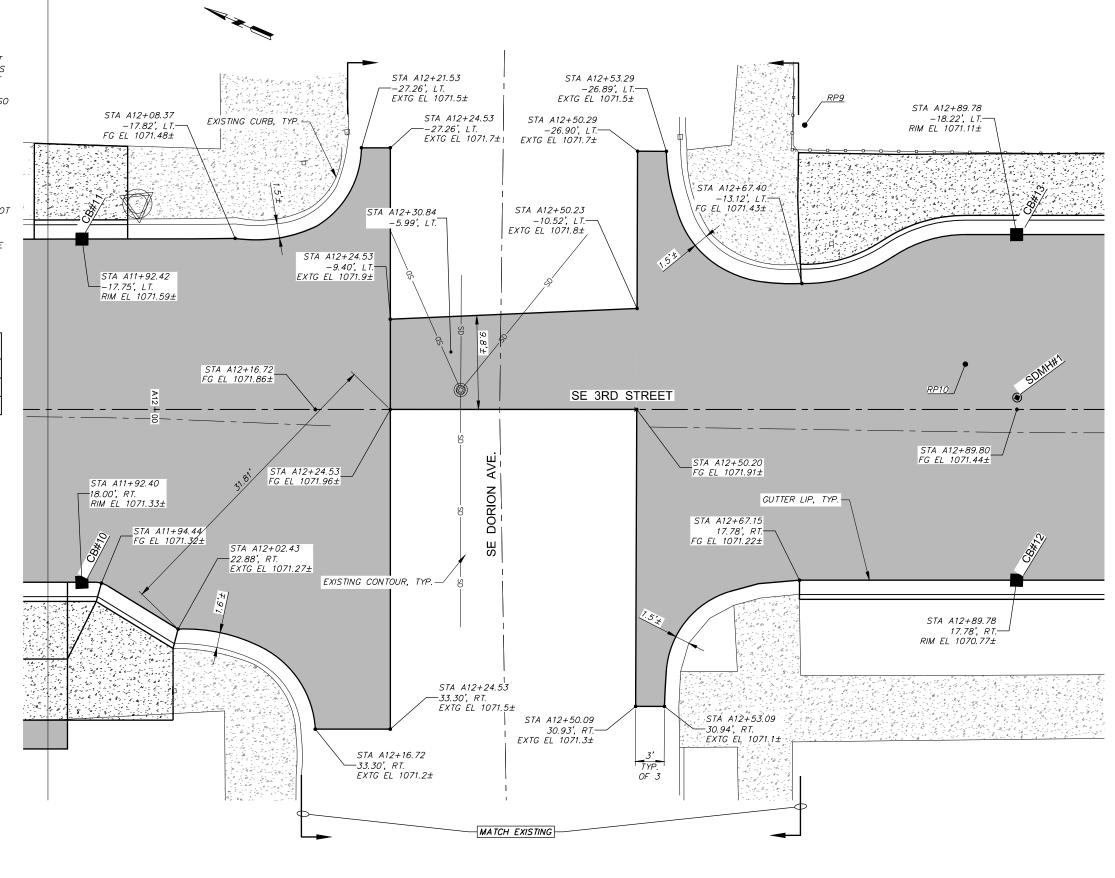
REVIEWED BY A. SCHMIDTGALL

IAL ELECTRONIC DOCUMENTS AVAILABLE UPON REQUEST



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RADIUS POINT TABLE									
NO.	STATION	OFFSET	RADIUS	LENGTH	NORTHING	EASTING			
RP9	12+67.70	29.62 L	16.6'	10.33*	51551.25	48506.82			
RP10	12+84.43	4.72 L	13.5'	7.72'	51525.94	48490.71			





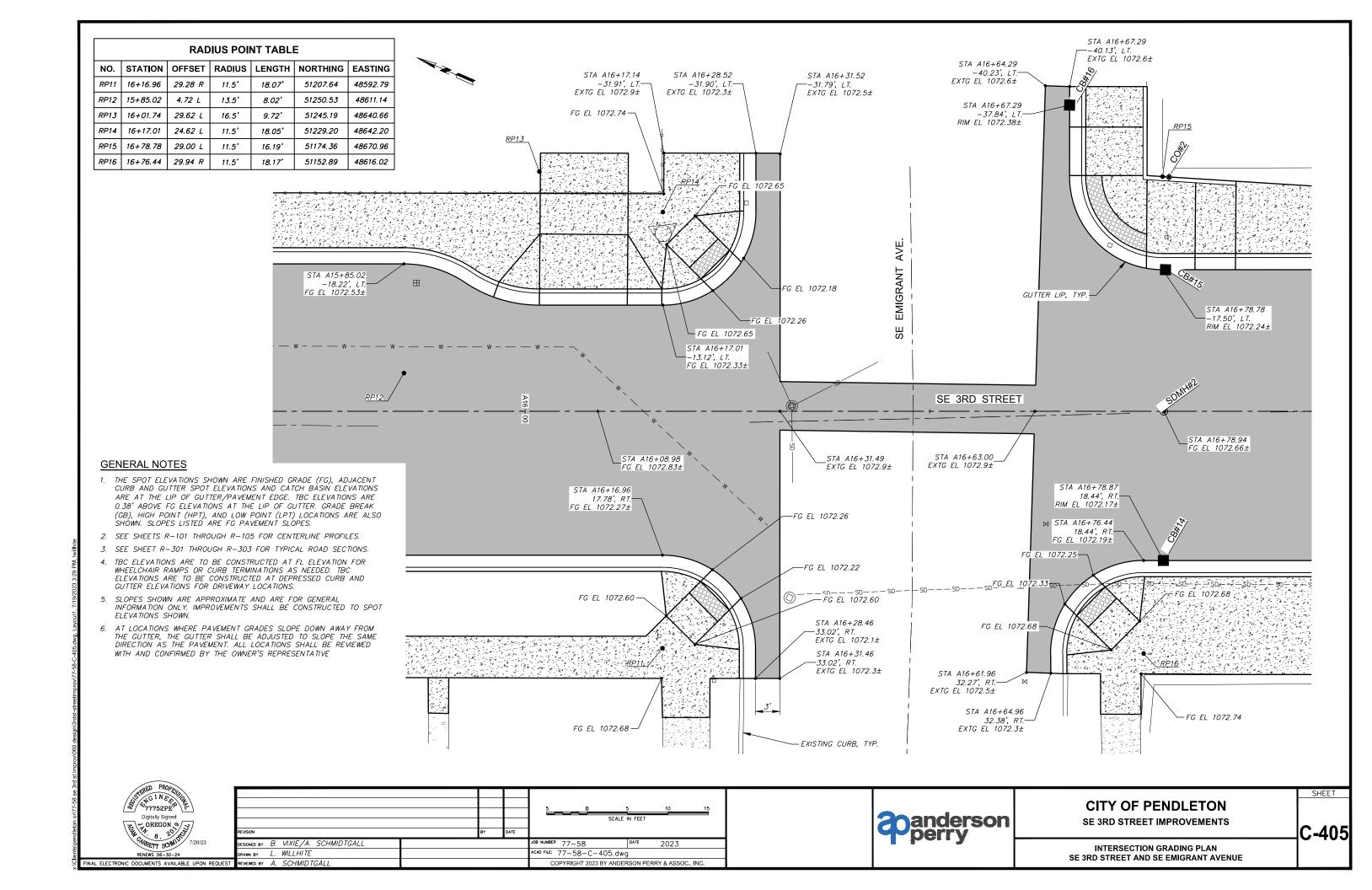
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CITY OF PENDLETON
SE 3RD STREET IMPROVEMENTS

INTERSECTION GRADING PLAN
SE 3RD STREET AND SE DORION AVENUE

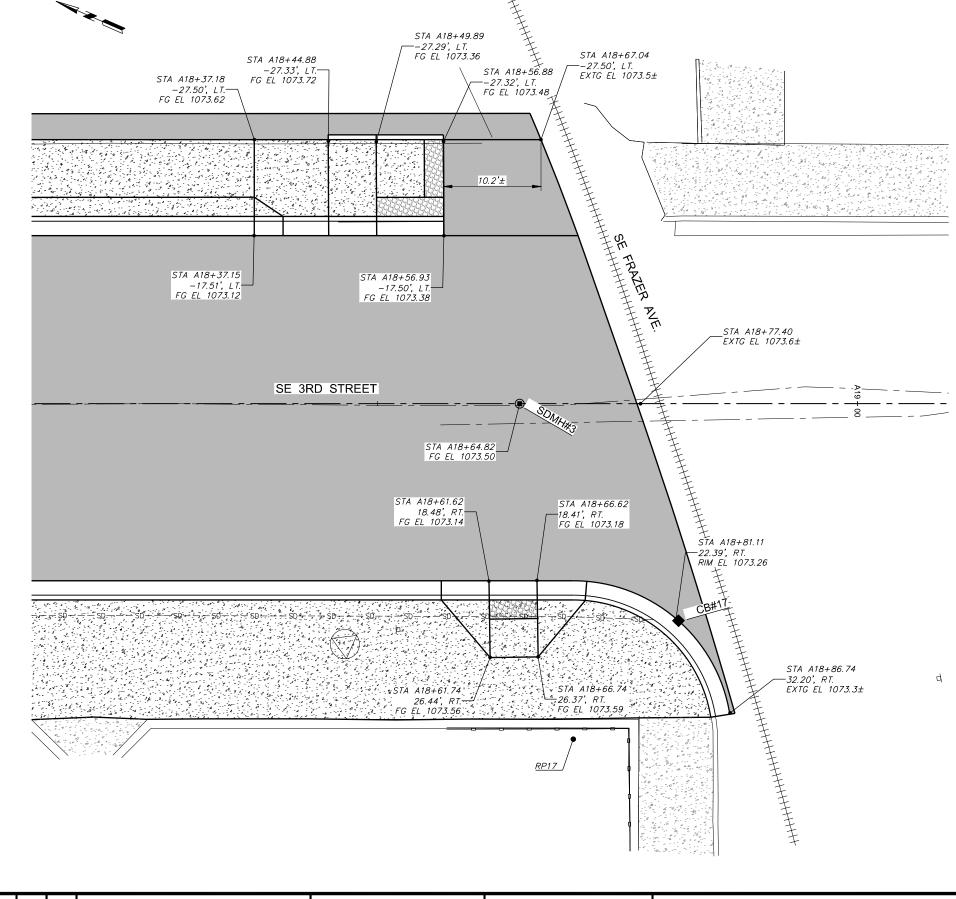
C-404

SHEET



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RADIUS POINT TABLE									
NO.	STATION	OFFSET	RADIUS	LENGTH	NORTHING	EASTING			
RP17	18+70.41	34.94 R	16.5'	21.90'	50973.16	48689.15			





NUMBER 77-58 DESIGNED BY B. VIXIE/A. SCHMIDTGALL 2023 CAD FILE: 77-58-C-406.dwg AWN BY L. WILLHITE REVIEWED BY A. SCHMIDTGALL COPYRIGHT 2023 BY ANDERSON PERRY & ASSOC., INC.



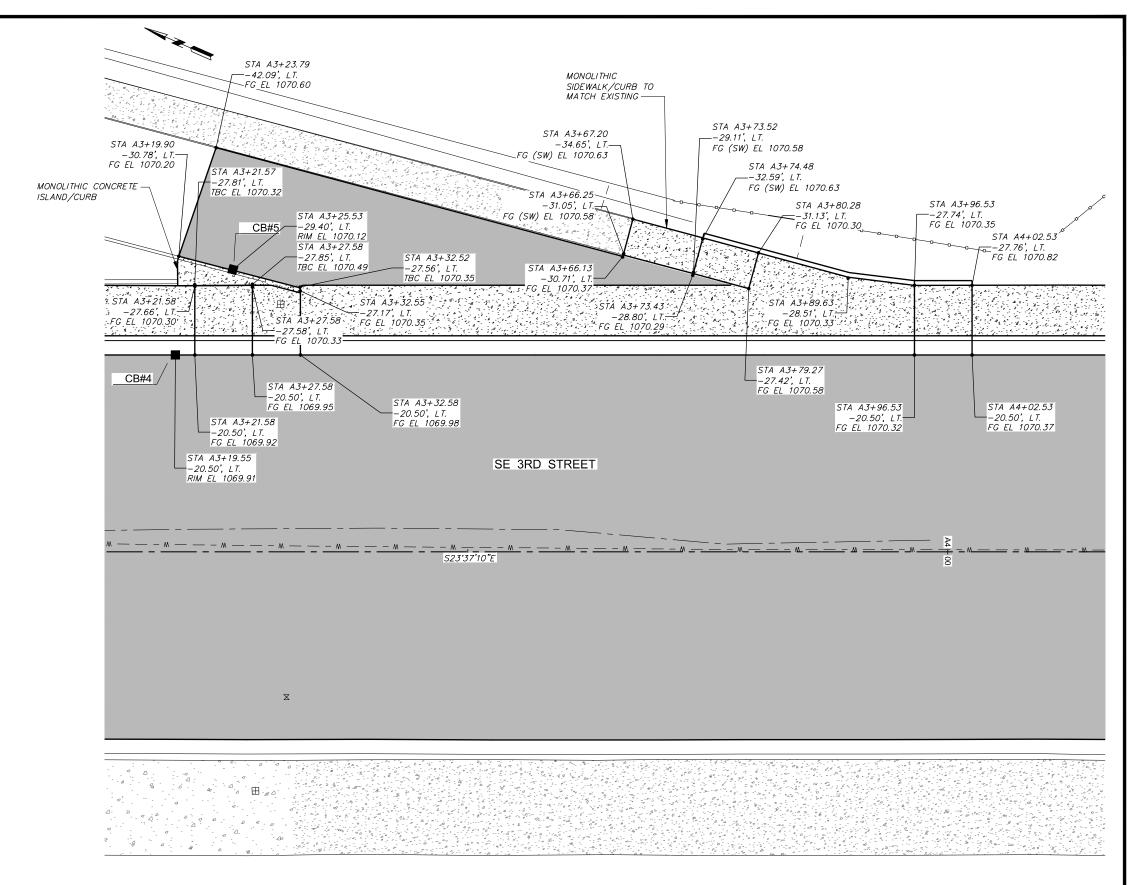
CITY OF PENDLETON **SE 3RD STREET IMPROVEMENTS**

INTERSECTION GRADING PLAN SE 3RD STREET AND SE FRAZIER AVENUE

SHEET

C-406

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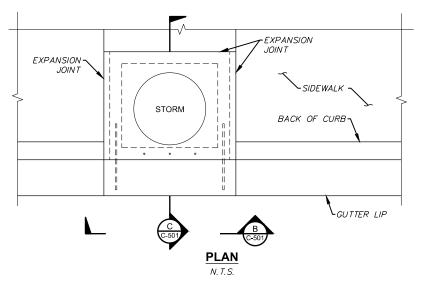




CITY OF PENDLETON
SE 3RD STREET IMPROVEMENTS

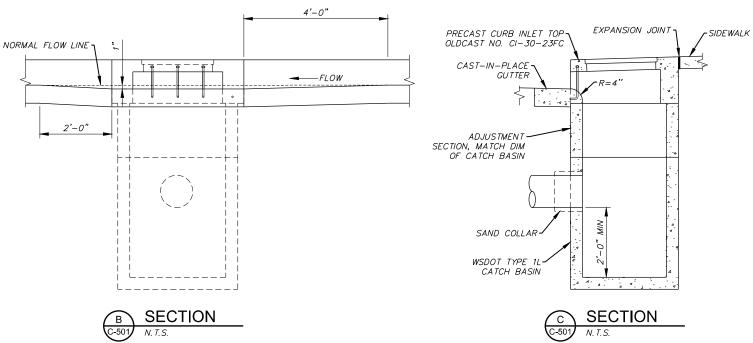
INTERSECTION GRADING PLAN SE 3RD STREET AND 14 SE 3RD STREET SHEET

C-407

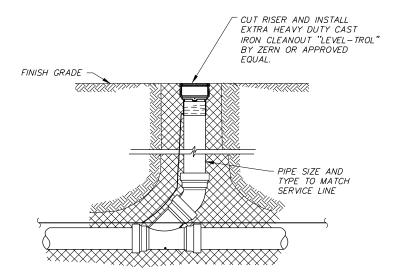


MODIFIED CURB INLET NOTES

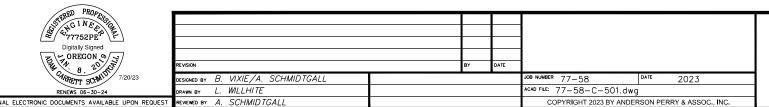
- USE A MIN 1/2" OF NO-SHRINK GROUT BETWEEN THE CASTING AND TOP OF THE BARREL AND BETWEEN ANY GRADE RINGS BEING USED.
- 2. CONCRETE SHALL BE CL 4000.
- 3. PRECAST BASES SHALL BE FURNISHED WITH CUTOUTS OR KNOCKOUTS. KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MIN. KNOCKOUTS MAY BE ON ALL 4 SIDES, EITHER ROUND OR "D" SHAPED. FLEXIBLE PIPE SHALL BE INSTALLED USING A SAND COLLAR AND NON-SHRINK GROUT.
 KNOCKOUT OR CUTOUT HOLE SIZE IS EQUAL TO
 PIPE OUTER DIA PLUS INLET WALL THICKNESS, 20"
- 4. THE BOTTOM OF THE PRECAST BASE SECTION MAY BE ROUNDED.
- 5. THE MAXIMUM DEPTH FROM THE FINISHED GRADE TO THE PIPE INVERTED IS 5'-0". THE MIN DEPTH FROM FINISHED GRADE TO THE TOP OF PIPE IS



MODIFIED CURB INLET



SEWER SERVICE LINE/ROOF DRAIN CLEANOUT





CITY OF PENDLETON SE 3RD STREET IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET

C-501