

# CITY OF PENDLETON

## Request for Proposals

### Grazing Services For Pendleton Levees



**March 2022**

**Public Works Department  
500 SW Dorion Avenue  
Pendleton, OR 97801**

**Office: (541) 966-0202**

**Fax: (541) 966-0251**

**[www.pendleton.or.us](http://www.pendleton.or.us)**

# REQUEST FOR PROPOSALS

## INFORMATION FOR PROPOSERS

City of Pendleton, herein referred to as the City and/or Owner, is soliciting Proposals for 5-years of grazing services for vegetation control on its levee system controlled by the City. Grazing acres per year (see aerial photos attached):

**2022 56.6 acres**  
**2023 101.24 acres**  
**2024 96.99 acres**  
**2025 60.85 acres**  
**2026 96.99 acres**

### **Sites through town to be done annually:**

Sheet 2: 7.60-acres: Prison levee, storm drainage areas, and portion of Pendleton levee  
Sheet 3: 14.69-acres: Pendleton levee (west end) and north side of Umatilla River  
Sheet 3: 7.18-acres: Pendleton levee (west end) and south side of Umatilla River  
Sheet 4: 10.23-acres: Pendleton levee (east end) and south side of Umatilla River

### **Sites every even year beginning in 2022:**

Sheet 5: 7.06-acres: River Intake Pump Station property  
Sheet 6: 9.84-acres: SW Reservoir property

### **Sites every odd year beginning in 2023:**

Sheet 1: 6.35-acres: Wastewater Treatment & Resource Recovery Facility levee  
Sheet 7: 14.80-acres: Lawman's Gun Club property on Northgate (Hwy 37)

### **Site beginning in 2023, then 2024 and 2026:**

Sheet 8: 40.39-acres: Airport Reservoir and Booster Station property

City will issue a Purchase Order to the Successful Proposer. Purchase Order requires City Council approval. Council meets the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of each month.

**Signed proposals and fee schedule shall be returned to the City of Pendleton, c/o Bob Patterson, Public Works Director, 500 SW Dorion Avenue, Pendleton, OR 97801 no later than 11:00 a.m. local time Tuesday, April 12, 2022. The envelope shall be plainly marked "Grazing Services". Signed proposals may also be submitted via email to [bob.patterson@ci.pendleton.or.us](mailto:bob.patterson@ci.pendleton.or.us) clearly marked "Grazing Services". Provide the fee schedule in a separate envelope or email, clearly marked "Proposed Fee Schedule".** City will review all Proposals after 2:00 p.m., local time. All Proposers will receive Notice of Intent to Award and be provided summary Proposal Tabulation once a selection is made.

Successful Proposer must abide by all Contract Document components described in the Information for Proposers, Specifications, Public Improvements Contract Addendum, and Standard Specifications for the City of Pendleton. The signed Proposal must address all components described in the Specifications. When performing work in the City, successful Proposer shall be responsible for any required permits and have a current City business license.

When conflicts in specifications occur, the Proposal Document Specifications shall prevail followed by the Standard Specifications for the City of Pendleton, latest revision. This document may be obtained from the Public Works Director's office, 541 966-0202.

All Proposers must comply with ORS 279C and pay applicable prevailing wage rates (see [www.oregon.gov/boli](http://www.oregon.gov/boli)) as set forth in the General Wage Decision No. OR 86-1. City has contacted Oregon Bureau of Labor and Industries (BOLI) in regards to prevailing wage criteria established for public works related projects. As long as there is no construction, reconstruction, major renovation, or painting to occur as part of the grazing activity, grazing activities are not subject to the prevailing wage rates established by BOLI

# REQUEST FOR PROPOSALS

## SPECIFICATIONS

City of Pendleton, 500 SW Dorion Avenue, Pendleton, Oregon 97801, herein referred to as the City, is soliciting proposals for grazing services for vegetation control on its levee system controlled by the City. Grazing acres per year (see aerial photos attached):

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**2023 101.24 acres**  
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City has contacted Oregon Bureau of Labor and Industries (BOLI) in regards to prevailing wage criteria established for public works related projects. As long as there is no construction, reconstruction, major renovation, or painting to occur as part of the grazing activity, grazing activities are not subject to the prevailing wage rates established by BOLI.

**Site visit and review of the levee system must be completed at the discretion of the Proposer. To arrange for a site visit, the Proposer must contact Jeff Brown, Public Works Superintendent, at 541.276.3078. City staff has to contact a couple private property owners for access. Site visits with City staff must be conducted March 22, 2022 – March 24, 2022.**

**Proposals are due Tuesday, April 12, 2022, no later than 11:00 a.m., local time. Council approval is expected on April 19, 2022, with a Purchase Order issued shortly thereafter.**

The goal of the City, in beginning a grazing program in 2012, was to establish vegetative control along the Umatilla River on City-owned property and the City right-of-way for the levee system through town. The initial grazing Proposal demonstrated to the City the effectiveness of grazing as a vegetative maintenance tool and open up the City's levee system for better public use. It was also to assist the City with compliance issues related to Corps of Engineers levee accreditation. **City is relying on the expertise and experience of the Proposer to established vegetative control grazing practices for levee system.**

# REQUEST FOR PROPOSALS

## SPECIFICATIONS

City continues to desire to have the Proposer establish **TWO** passes with no less than 30- to 45-days between passes to maximize the stunt of regrowth during the second pass in this initial phase. Proposer has the flexibility to commence work no sooner than mid-May and no later than mid-July. Proposer needs to incorporate the issue of high school students, pedestrians, and potential for unleashed dogs into their scope of work.

“Bedford Bridge” is a foot bridge shown in Sheet 3 and is used by high school students through mid-June of each year. After that period, it will be primarily used by pedestrians for walking purposes. **Also, the “Cliff Dwellers” next to the Bedford Bridge will allow the goats to pass across their property, but not graze.**

The top of the levee system has an asphalt walking / biking pathway and is used by the general public on a daily basis. The top of the levee has a parapet wall for the major portion located from SE 18<sup>th</sup> Street to SW 10<sup>th</sup> Street. Electrical fences can be placed at or near the parapet wall. Fencing must be signed every 50-feet with warning signs related to electrically charge fencing.

Basalt rock armoring has been placed on the river side of the levee prism along most of the Pendleton levee located through town. The Prison levee does not have any rock armoring.

Electrical fencing for maintaining the animals may be placed within the armored zone, including up to the parapet wall. In no instance will the paved pathway be closed to the general public during this period; thus, all electrical fencing must include signage that the fencing carries an electrical charge. **Signage needs to be placed no more than 50-feet apart for those areas along the pathway accessed by the general public.**

City staff will coordinate public outreach and contacting non-City owned property owners within the levee right-of-way. Grazing activities will create interest from the general public for viewing the animals – it has already been announced on the local radio news. City will enforce its leash requirement for domestic dogs in the vicinity of the grazing operation. City cannot be responsible for dogs running loose; thus, the herders and guard dogs (if any) will need to address non-controlled dogs.

Between grazing passes and after grazing is completed, City will have summer college kids, City staff, and the Umatilla County Corrections crew working on limb and tree removal issues within the levee right-of-way and on City-owned property. If an issue for the Proposer occurs between grazing passes, City may be able to hold off on this work until after the second pass is completed. City is also working with the Fourth of July fireworks committee on the potential to move the annual fireworks display from its current location in the McKay Creek drainage (away from all of these work areas) to a location across from the Prison levee (open field area next to Wal-Mart). Grazing plan should include provisions for this possibility in scheduling work for this area.

City desires the entire project to be completed by end of July / early August in time for preparation work in town leading up to the Pendleton Round-Up Rodeo held the second full week in September 2022. School commences in Pendleton on August 30, 2022, or typically the last week of August of each year.

Upon completion of the grazing project, City will meet with the Successful Proposer to review the overall impacts from the grazing. City reserves the right to negotiate with the Successful Proposer a mutually agreed upon three-year contract for future grazing services with a provision for an additional two-year extension.

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## SPECIFICATIONS

### PROPOSAL:

Signed proposals shall be returned to the City of Pendleton, c/o Bob Patterson, Public Works Director, 500 SW Dorion Avenue, Pendleton, OR 97801 no later than 11:00 a.m. local time Tuesday, April 12, 2022. The envelope shall be plainly marked "Grazing Services". Signed proposals may also be submitted via email to [bob.patterson@ci.pendleton.or.us](mailto:bob.patterson@ci.pendleton.or.us) clearly marked "Grazing Services".

For more information regarding the proposal, contact Jeff Brown, Public Works Superintendent, at [jeff.brown@ci.pendleton.or.us](mailto:jeff.brown@ci.pendleton.or.us) or 541.276.3078.

### Proposal shall include at a minimum:

- 1) Transmittal letter:
  - Company name and brief description of technical expertise and professional experience relevant to this project.
  - Address and phone number of the office from which the project will be managed.
  - Name of Project Administrator/Manager.
- 2) Understanding and Approach:
  - Provide a brief description of your understanding of the effort needed to perform the requirements of the scope of work and why the Proposer should be selected.
  - Include a discussion of the methodology Proposer will employ to complete the work in a timely manner.
  - If appropriate, include suggested revisions for the scope of work described above, associated impacts to the project, and the rationale for Proposer's suggestions.
- 3) Experience and References:
  - Include a brief description of past relevant work experience along with relevant reference contacts.
  - Provide a description of how the Project will be managed.
  - Provide descriptions of at least three (3) similar projects conducted within the last five (5) years and related references. Include name of contacts and their respective phone numbers.
- 4) Project Schedule:
  - Provide a schedule for completion of the proposed project.
  - Format the schedule based on each proposed phase of the project.
- 5) Fee Schedule:
  - Provide a fee schedule based on cost per acre for the various areas defined in the Specifications. Provide an estimated construction budget for completing each phase of the project.
  - **Provide the fee schedule in a separate envelope or email, clearly labeled "Proposed Fee Schedule".**

### Proposal Selection Criteria

City of Pendleton will select the Successful Proposer to complete this work based on the Proposals and any other criteria deemed necessary by the City. Interviews may be requested after receipt of the Proposals in order to make the final selection. The City reserves sole discretion to select more than one Proposer for an interview.

The City will evaluate and weigh the proposals based on the following criteria:

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- 40%: Understanding and Approach. City will evaluate the Proposer's understanding of the City's project goals and objectives. The Proposer shall provide a brief description of the Project, its related issues, and convey how the Proposer expects to perform the work. City will include a physical site visit as one-fourth of the weight in scoring the Understanding and Approach or 10% of the overall evaluation.
- 30%: Experience and References. City will evaluate the Proposer's experience and references for performing this type of work.

References shall include the name of project, name of the contact, contact cell phone number, and contact e-mail address (if available).

- 20%: Schedule. City will evaluate the Proposer's capacity to perform the work, including any specialized services or requests, within the time limitation presented by the City and the Proposer's planned and current workload.
- 10%: Fee. The City will evaluate the proposed fee. Other proposed cost savings considerations will also be evaluated.

# CONTRACT DOCUMENT

## PUBLIC IMPROVEMENTS CONTRACT ADDENDUM

1. 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.
2. 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.

3. 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.
4. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
5. The Contractor shall demonstrate that an employee drug testing program is in place.
6. 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.
7. The Contractor shall, within two (2) working hours after the advertised bid closing date and time, notify the Public Works Director in writing of the names of the first-tier sub-contractors on the disclosure form attached to the end of this section. 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 279.027(3)(c)).
8. In addition to required performance bonds which may be used for unpaid wages, all contractors and subcontractors who work on public works projects subject to the Prevailing Wage Rate law shall file a \$30,000 Public Works Bond with the Construction Contractor's Board before starting work on the project to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830(3)(a)}. Contractors must verify that subcontractors have filed a Public Works Bond before permitting subcontractor to start work on a project. For more information regarding this requirement, contact the Construction Contractor's Board at (503) 378-4621.
9. If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receipt of payment from the public contracting agency or a contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.

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10. 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.
11. 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.
12. Except where the Contractor is a party to a collective bargaining agreement in effect with a labor organization, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:
- (A) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday except for individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; or
  - (B) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; except for individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; and
  - (C) For all work performed on Saturday and on the following legal holidays:
    - (i) Each Sunday.
    - (ii) New Year's Day on January 1.
    - (iii) Memorial Day on the last Monday in May.
    - (iv) Independence Day on July 4.
    - (v) Labor Day on the first Monday in September.
    - (vi) Thanksgiving Day on the fourth Thursday in November.
    - (vii) Christmas Day on December 25.
  - (D) Each time a holiday, other than Sunday, 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.
  - (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.
13. Each worker in each trade or occupation employed in the performance of the Contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, shall be paid not less than the applicable prevailing rate of wage as required by ORS Chapter 279C. **If a Bid exceeds \$50,000, the Bidder is required to pay prevailing wage rates for all work on-site and provide certified payroll reports for payment.**

The existing prevailing rate of wages in effect on January 1, 2022, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages are available online at [www.oregon.gov/boli](http://www.oregon.gov/boli) or upon request by calling (971) 673-0839.

14. The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing or pay for such service.
15. Any and all employees of Contractor or his contractors while engaged or performing any work or services required by him under this agreement shall be considered his employees only and not employees of the City and



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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.

16. 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  
Fed. 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

17. Liability and Indemnity:

- a. **Indemnification.** Contractor shall indemnify and defend City 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 on the 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.

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b. **Public Liability and Property Damage Insurance.** 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 primary coverage 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.

### **18. The Contractor and subcontractors must obtain a City of Pendleton Business License as follows:**

- a. 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 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.

**19.** 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.

### **20. 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

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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]**

- i  **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 contractors;**
- 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.**

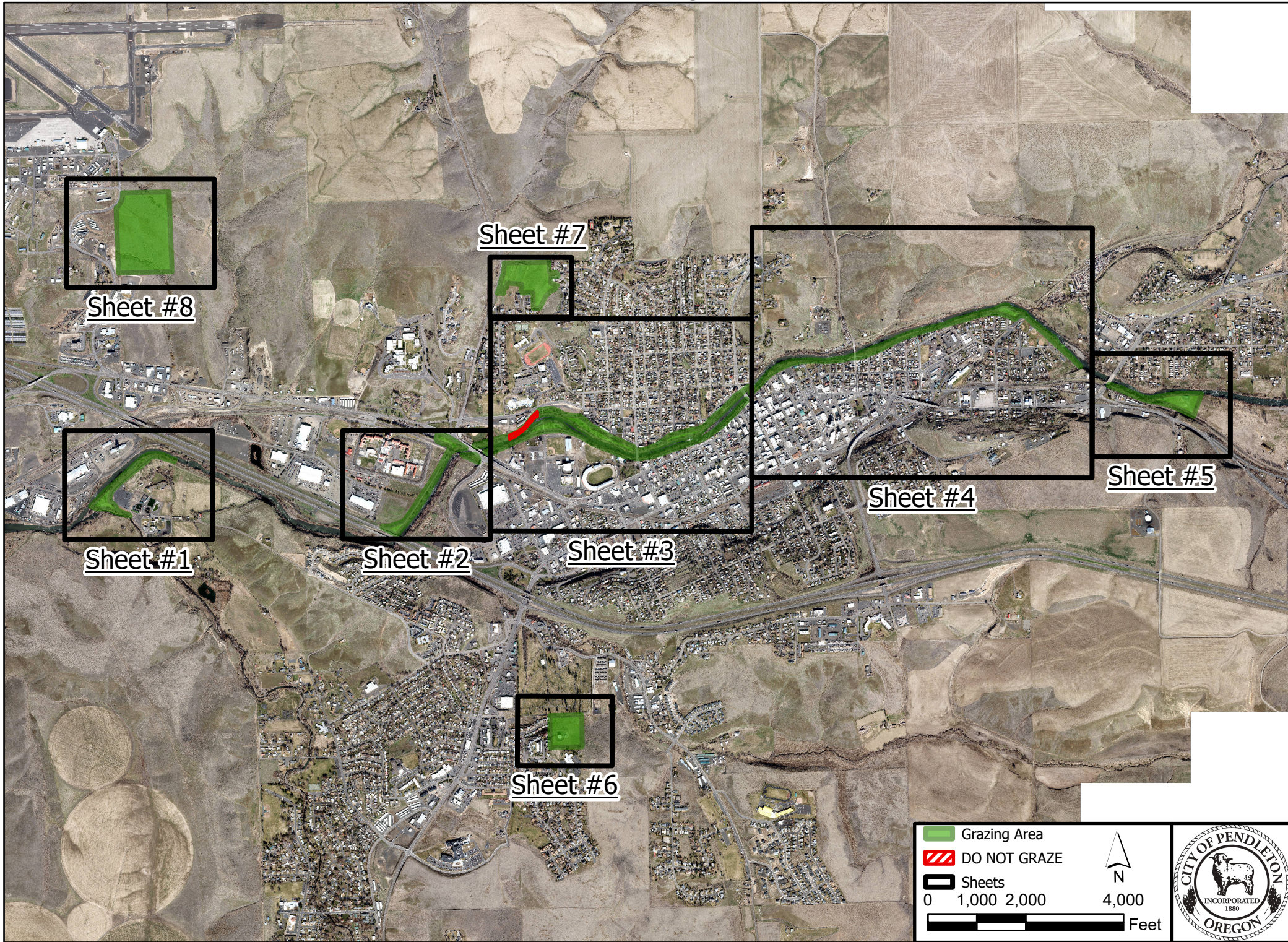
21. If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.
22. This agreement and the parties rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.
23. 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.
24. 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.
25. The Contractor shall maintain proper and required construction related impact controls, including controls for such impact as noise, dust, erosion and hours of operation.
26. The Contractor shall provide and receive written approval from the City of Pendleton a payment schedule prior to construction.
27. 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.

DATED: \_\_\_\_\_, 2022

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

# Goat Grazing Overview



# Goat Grazing Sheet #1



# Goat Grazing Sheet #2

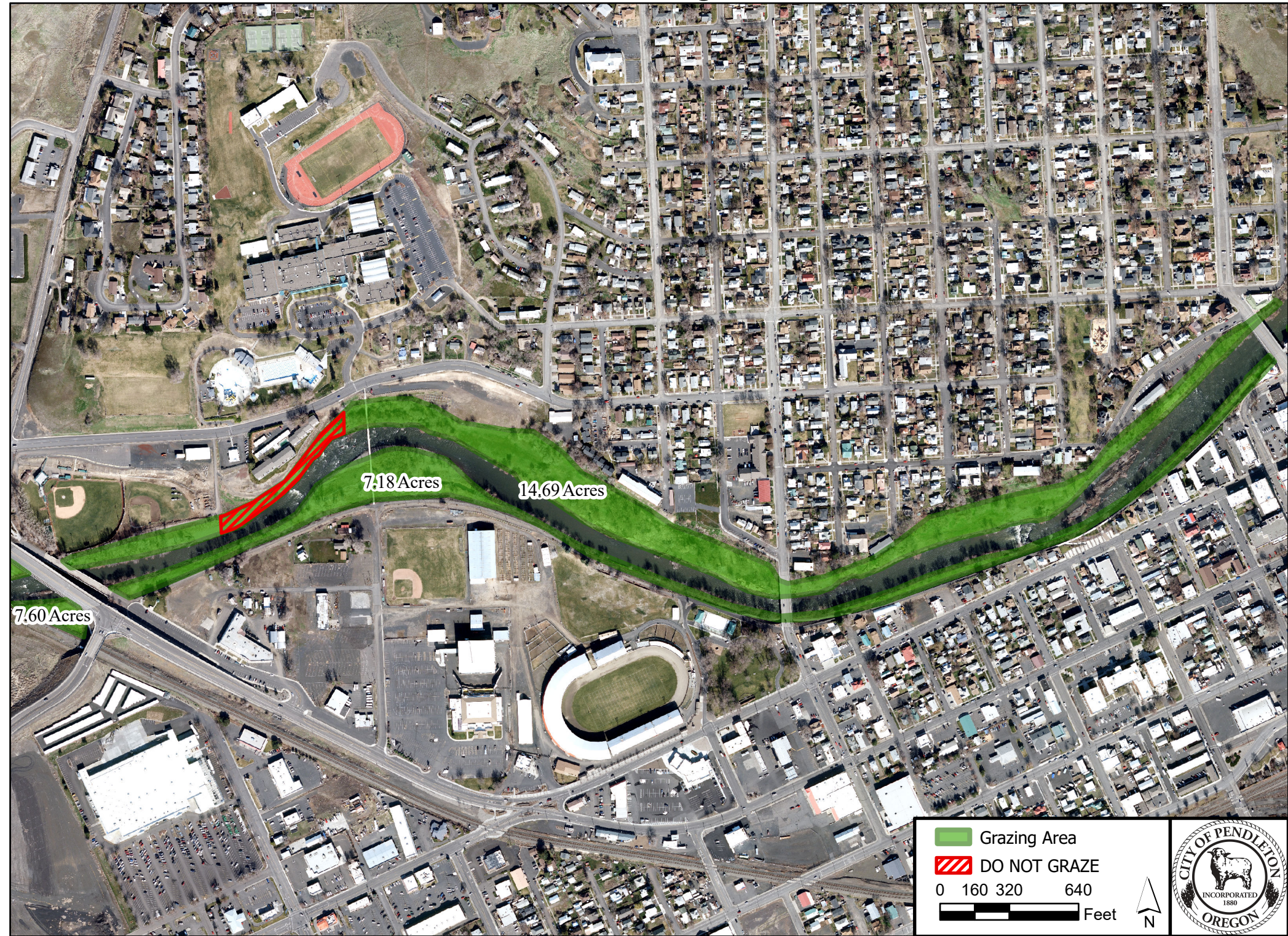


**Grazing Area**

0 80 160 320 Feet

**CITY OF PENDLETON**  
INCORPORATED 1880  
**OREGON**

# Goat Grazing Sheet #3




# Goat Grazing Sheet #4



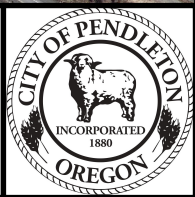



# Goat Grazing Sheet #5



 Grazing Area

0 75 150 300  
Feet





# Goat Grazing Sheet #6





# Goat Grazing Sheet #7

14.80 Acres

 Grazing Area

0 40 80 160  
 Feet

 N



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# Goat Grazing Sheet #8



40.39 Acres

 Grazing Area

0 80 160 320

 Feet

