

# CITY OF PENDLETON

## 2022 Manhole Rehabilitation Project



**Expires: 12/31/22**  
**Stamped: 09/27/22**

## October 2022

Public Works Department  
500 SW Dorion Avenue  
Pendleton, OR 97801  
[www.pendleton.or.us](http://www.pendleton.or.us)  
Office (541) 966-0202  
Fax (541) 966-0251

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## **INVITATION TO BID**

Sealed bids for the **2022 Manhole Rehabilitation Project** will be received by the City of Pendleton, c/o Bob Patterson, Public Works Director, 500 SW Dorion Avenue, Pendleton, OR 97801 until **10:00 am local time on the 25th day of October, 2022**, plainly marked **“2022 Manhole Rehabilitation Project”**.

Bid opening will be available via Zoom or at the Public Works Director’s office conference room located at that same address as above at 10:00 am local time, Tuesday, October 25, 2022. **Contact the Public Works Director’s office at 541 966-0202 or Jutta Haliewicz at 541 966-0240, [jutta.haliewicz@ci.pendleton.or.us](mailto:jutta.haliewicz@ci.pendleton.or.us) for the Zoom link.**

A copy of the bid documents may be obtained for a **non-refundable fee of \$25.00** from the Public Works Director’s office located at the same address as above or by calling (541) 966-0202. A copy is also available online at the **City of Pendleton’s website: [www.pendleton.or.us/rfps](http://www.pendleton.or.us/rfps)** and the **OregonBuys website: <https://oregonbuys.gov/bsa/view/login/login.xhtml>**. For the nearest location of a review copy, contact the Public Works Director’s office. **Bid documents will be available until 5:00 pm, Friday, October 21, 2022.** 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 and 2012).

**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, October 24, 2022, 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](http://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. 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’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, 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 1, 2022, including all applicable amendments, as stated in the Prevailing Wage Rates for Public Works Contracts in Oregon published by the Oregon Bureau of Labor and Industries (**see [www.oregon.gov/boli](http://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 Public Works 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 7<sup>th</sup> day from the date of the letter of intent to award issued by the Public Works Director or his designated representative. Once the Notice of Intent to Award has been issued, bid submittal information will be available for public review.

Dated this 28th day of September, 2022.

  
Bob Patterson (Sep 28, 2022 10:05 PM)

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Bob Patterson, Public Works Director

## **INFORMATION FOR BIDDERS**

City of Pendleton, hereby referred to as OWNER, will be completing work under one contract for manhole rehabilitation of 90 sanitary sewer manholes. Bids are expected to be opened **10:00 am, local time, October 25, 2022**. Bid award, with seven (7) calendar day notice of intent declaration, will likely take place on Tuesday, November 1, 2022, at the regularly scheduled City Council meeting.

**For review of the project sites, contact Jeff Brown, Public Works Supt, or Eric Skaggs, Project Manager, at 541 276-3078. Sites visits can be scheduled the week of October 10, 2022. No site visits will be accepted after Friday, October 14, 2022.**

The work to be performed under these contract documents consists of mobilization, construction traffic control and infiltration correction of 90 sanitary sewer manholes.

The list of rehabilitation manholes is provided in Technical Specifications, Table 1 Rehabilitation Manhole Table. Rehabilitation manhole figures are provided in Attachment Figures 1 through 8. Example photos of rehabilitation manholes are provided in Attachment Figure 9, Manhole Example Photo 1 and Figure 10, Manhole Example Photo 2.

**OWNER GIS map of rehabilitation manholes with existing sanitary sewer manhole photos is available at this link:**

**<https://pendletonor.maps.arcgis.com/apps/webappviewer/index.html?id=7d12b62dc0e446998e192b5bfb1003b4>**

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.

No attempt has been made in the specifications or drawings to segregate work covered by any trade or subcontract under one specification. Such segregation and establishment of subcontract limits will be solely a matter of specific agreement between the CONTRACTOR and its subcontractors and shall not be based upon any inclusion, segregation or arrangement in or of these specifications.

**Bidders must submit the following completed documents with their bids by the bid due date (October 25, 2022) and time (10:00 am) 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:****

- **Bid Proposal – form 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 – see Section 4.00**
- **Acknowledgement of ALL Addenda**
- **Non-Collusion Affidavit (signed by company representative and notarized) – see Section 8.00**

**Document to be submitted by Disclosure Deadline Date and Time:**

- **First-Tier Subcontractor Disclosure Form - 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:**

**Contract Forms and Submittals:**

- Three original signed contracts (to be 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 (Section 11.00)
- BOLI Wage Rate Worksheet (indicating BOLI Wage Rates used for the project)
  - Example worksheet attached
- Construction Schedule

**BOLI WAGE RATE WORKSHEET**

	<b>BOLI REGION RATE</b>			<b>BOLI APPENDIX RATE</b>		
<b>CLASSIFICATION</b>	<b>BASIC HOURLY</b>	<b>HOURLY FRINGE</b>	<b>TOTAL</b>	<b>BASIC HOURLY W/ZONE</b>	<b>HOURLY FRINGE</b>	<b>TOTAL</b>
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
			\$0.00			\$0.00
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			\$0.00			\$0.00
			\$0.00			\$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. All prequalifications must be submitted to the City by **1:00 pm the day before the bid opening**. (See Section 1.07 Prequalification of Bidders for Public Works Projects, City of Pendleton Standard Specifications.)

Upon request, this application is available to you through this office at 541 966-0203 or online at <https://pendleton.or.us/cdev/page/prequalification-application-2022> 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 has carefully examined the Contract Documents for the construction of the proposed improvements, and he has personally inspected the site, and he 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 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 his 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 there under.

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.

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 calendar day of the price of contract work not yet completed, or \$500.00 per calendar day, whichever is greater, for work not completed **by March 31, 2023**. 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 **(October 25, 2022)** and time **(10:00 am)** 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:**

- **Bid Proposal (dated and 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 – see 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 - end of Section 11.00**

**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 October 25, 2022**).
- A bid amount shall be submitted in the appropriate place for each Item for which a Bid is being submitted.
- Bid will be awarded based on grand total bid amount.
- 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](http://www.pendleton.or.us/rfps)) and the OregonBuys website (<https://oregonbuys.gov/bsa/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.** 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. (See Section 4.00)
- **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.

**2022 MANHOLE REHABILITATION PROJECT**  
**Time of Completion: No later than March 31, 2023**

<u>Item No.</u>	<u>Approx. Quantity</u>	<u>Item with Unit Price Bid</u>	<u>Unit Price</u>	<u>Extended Total</u>
1.	LS	Mobilization, bonds, insurance and demobilization (TS Reference No. 01 71 13)	_____	_____
2.	90 EA	Traffic control (per manhole) (TS Reference No. 01 55 26)	_____	_____
3.	90 EA	Erosion sediment control (per manhole) (TS Reference No. 01 57 13)	_____	_____
4.	90 EA	Manhole infiltration correction (TS Reference No. 33 01 30.81)	_____	_____
5.	49 VF	Manhole spray on liner (TS Reference No. 33 01 30.81)	_____	_____
6.	1 CA	Miscellaneous site work (TS Reference No. 01 22 20)	<u>\$5,000.00</u>	<u>\$5,000.00</u>

**TOTAL BID AMOUNT:** \_\_\_\_\_

It is agreed that if the Bidder is awarded the Contract for the work proposed herein, and shall fail or refuse to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) days after the receipt of the Notification of Acceptance of his Bid Proposal, then, in that case, the bid security deposited herewith by the said Bidder, according to the conditions of the Invitation to Bid and Information for Bidders, shall be retained by the City of Pendleton, Oregon, in accordance with the terms of the Bond as specified in the Information for Bidders.

The Bidder has examined and carefully studied the Contract Documents, the other related data identified in the Contract Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Number: \_\_\_\_\_

Addendum Date: \_\_\_\_\_

The name of the Bidder who is submitting this Proposal is \_\_\_\_\_

doing business at \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

which is the address to which all communication concerned with this Proposal and with the Contract shall be sent.

The name of the principal officers of the corporation submitting this Proposal, of the partnership, or of all persons interested in this Proposal as principals are as follows:

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Title**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and  
firmly bound unto \_\_\_\_\_ as OWNER in the  
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 \_\_\_\_\_, 2022.

The condition of the above obligation 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 **2022 Manhole Rehabilitation Project**.

NOW THEREFORE,

(A) If said BID shall be rejected, or

(B) If said BID is accepted and the Principal executes and delivers contract in the Form of Contract  
attached hereto (properly completed in accordance with said BID) and furnishes a BOND for the  
faithful performance of said Contract, and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and in all other respects perform the agreement  
created by the Acceptance of said BID,

then this obligation shall be void, otherwise 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 herein stated.

The Surety, for value received, hereby 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 notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal L.S.

\_\_\_\_\_  
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 #: \_\_\_\_\_ CCB # (if applicable): \_\_\_\_\_

We, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Surety by:

Principal by:

\_\_\_\_\_, (Seal)
Company Name

\_\_\_\_\_
Name

\_\_\_\_\_
Signature

\_\_\_\_\_
Signature

\_\_\_\_\_
Title (e.g. Attorney-in-Fact)

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Address

\_\_\_\_\_
City State Zip

\_\_\_\_\_
City State Zip

SEND BOND TO: Construction Contractors Board
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](http://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.

If you are already licensed with the CCB, 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:			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
<input type="checkbox"/> LLC	<input type="checkbox"/> LP	<input type="checkbox"/> LLP	<input type="checkbox"/> Trust
Oregon Corporation Division Registry No. <i>(if applicable)</i> _____			
Name of Business Entity: _____			
Business Address: _____			
Telephone No: (_____) _____ Email: _____			
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 Out This Form <i>(Please Print)</i>	Title/Position <i>(Please Print)</i>
_____	_____
Signature	Date

Contract No. \_\_\_\_\_

**CONTRACT FOR CONSTRUCTION**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Pendleton, Oregon, a municipal corporation hereinafter called the "Owner" and \_\_\_\_\_ hereinafter called the "Contractor".

**WITNESSETH:**

Said Contractor, in consideration of the sum in the amount of \$ \_\_\_\_\_ to be paid them by the Owner and of the covenants and agreements herein contained, hereby agrees at their own proper cost and expense to do all the work and furnish all the materials, tools, and labor for the construction of **2022 Manhole Rehabilitation Project.**

Contract Documents shall be referred to as Invitation to Bid, Information for Bidders, Prequalification, Bid Proposal, Bid Bond, 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, Technical Specifications, Drawings/Maps 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 Public Works Director (PWD) 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 March 31, 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 WHEREOF, we the parties hereto, each herewith subscribe the same this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF PENDLETON

By \_\_\_\_\_  
John H. Turner, Mayor

By \_\_\_\_\_  
A.F. Denton, City Recorder

\_\_\_\_\_  
(Contractor)

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

Title: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Nancy Kerns, City Attorney

Contractor's Registration # \_\_\_\_\_

Contractor's Tax Identification # \_\_\_\_\_

## **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, and/or officers. I am the person responsible in my Firm/Company for the price(s) and the amount(s) provided in this Proposal.

I state that:

- 1) The price(s) and the amount(s) provided in this bid have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix to this Non-Collusion Affidavit.
- 2) Neither the price(s) nor the amount(s) provided in this bid, and neither the approximate price(s) nor approximate amount(s) provided in this bid, have been disclosed to any other Firm/Company or person who is a Bidder or potential Bidder, and they will not be disclosed before the bid opening.
- 3) No attempt has been made or will be made to induce any Firm/Company or person to refrain from Bidding on this contract, or to submit a bid with price(s) and/or amount(s) higher than this bid, or submit any intentionally high or noncompetitive price(s) and/or amount(s) in a bid or other form of complementary bid.
- 4) The price(s) and/or amount(s) provided in this bid on behalf of my Firm/Company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any Firm/Company or person to submit a complementary or other non-competitive bid.
- 5) My Firm/Company, its affiliates, subsidiaries, officers, directors, and/or employees are not currently under investigation by a governmental agency. They have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Bidding on any public contract, except as described on the attached appendix to this Non-Collusion Affidavit.

I state that my Firm/Company understands and acknowledges that the representations are material and important and will be relied on by the City of Pendleton in awarding the Contract(s) for which this Bid is submitted.

I understand, and my Firm/Company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Pendleton of the true facts relating to the submission of the Bid for this Contract(s).

\_\_\_\_\_  
Signature - Name

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 of \_\_\_\_\_, 2022, 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, 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, Technical Specifications, Drawings/Maps, Oregon Standard Specifications for Construction (ODOT/APWA) latest revision, excluding Sections 00100 and 00745.95, and the City of Pendleton 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.

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 Oblige 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 Oblige 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 WHEREOF, the parties hereto have caused this Bond to be executed in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

(Principal)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

COUNTERSIGNED:

BY: \_\_\_\_\_

(Resident Agent)

ISSUE DATE \_\_\_\_\_

CERTIFICATE OF INSURANCE

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

Insured \_\_\_\_\_ COMPANIES AFFORDING COVERAGE
Company Letter A \_\_\_\_\_
Company Letter B \_\_\_\_\_
Company Letter C \_\_\_\_\_
Company Letter D \_\_\_\_\_
Company Letter E \_\_\_\_\_

COVERAGES

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

TYPE OF INSURANCE (Check One) POLICY NUMBER POLICY EFFECTIVE DATE POLICY EXPIRATION DATE LIABILITY LIMITS IN THOUSANDS EACH OCCURRENCE AGGREGATE

Claims Made
Occurrence
GENERAL LIABILITY
COMPREHENSIVE FORM
PREMISES/OPERATIONS
UNDERGROUND
EXPLOSION & COLLAPSE
PRODUCTS/COMPLETED OPERATIONS
CONTRACTUAL
INDEPENDENT CONTRACTORS
BROAD FORM PROPERTY DAMAGE
PERSONAL INJURY
BODILY INJURY
PROPERTY DAMAGE
BI & PD COMBINED
PERSONAL INJ.

AUTOMOBILE LIABILITY
ANY AUTO
ALL OWNED AUTOS (PRIV. PASS.)
ALL OWNED AUTOS (OTHER THAN PRIV. PASS)
HIRED AUTOS
NON-OWNED AUTOS
GARAGE LIABILITY
BODILY INJURY (PER PERSON)
BODILY INJURY (PER ACCIDENT)
PROPERTY DAMAGE
BI & PD COMBINED

EXCESS LIABILITY
UMBRELLA FORM
OTHER THAN UMBRELLA FORM
BI & PD COMBINED

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY
STATUTORY
(each accident)
(disease policy limit)
(disease-each employee)

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER CANCELLATION

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

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

## SPECIAL CONDITIONS

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. {ORS 279C.515; OAR 839-025-0020(2)(a)}
7. **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 subcontractors on the disclosure form attached to the end of these Special Conditions. If no subcontractors need to be disclosed, enter "NONE" on the form and submit it. Submission of the first-tier subcontractors disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370).**
8. In addition to required performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies who work on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law, shall file a \$30,000 Public Works Bond with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830 and ORS 279C.836}. **(See 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 Contractors 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 is nine percent per annum. The amount of interest may not be waived.

**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 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)

**13.** Contractor must promptly pay for an employee's medical services Contractor has agreed to pay. (ORS 279C.530)

**14.** Each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage as required by ORS Chapter 279C. **The existing prevailing wage rates in effect on July 1, 2022, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages, including any amendments, are available online at [www.oregon.gov/boli/employers/pages/prevailing-wage.aspx](http://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx) or upon request by calling (971) 673-0839.**

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

15. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing or pay for such service.

16. 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 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.

17. 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

**18. Liability and Indemnity:**

- a. Indemnification. 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. 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.

**19.** 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 19.c. below.
- b. The Contractor or any subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must include, as part of the application for a City of Pendleton business license, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
- c. A prime contractor engaged in a construction project may obtain a Construction Project License as an alternative to obtaining a City of Pendleton Business License for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of a Business License for subcontractors only and is in addition to the Business License of the prime contractor. The application for a Construction Project License must contain, among other items, a signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board is also required.

**20.** 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.

**21. 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]**

- 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 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.

**22.** 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.

**23.** 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.

**24.** Normal working hours are Monday through Friday, 8:00 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 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.

**25.** The Contractor shall plan, coordinate and be responsible for all construction work and proceed with minimum interference to the operation of any existing facilities or other construction work. Prior to starting the construction, confer with the City to develop an approved construction schedule, which will permit the facility to function as normal as practical during the construction. If it becomes necessary to do certain parts

of the construction outside normal working hours, or change/modify sequence of activities in order to avoid undesirable conditions, it shall be the obligation of the Contractor to do this work at such a time at no additional cost to the City.

**26.** The Contractor shall maintain proper and required construction related impact controls, including controls for such impact as noise, dust, erosion and hours of operation.

**27.** The Contractor shall provide and receive written approval from the City of Pendleton a payment schedule prior to construction.

**28.** All existing features including, but not limited to, roadways, driveways/easements, structures, lots, curbs, sidewalks, fences, walls, plantings, ditches, mailboxes, signs, irrigation, piping and utilities disturbed during construction shall be restored to "AS GOOD or BETTER" than original condition unless otherwise specified in the plans/specifications. If a utility is damaged during construction, the Contractor shall contact owner of the utility for inspection of damage prior to repairs. Contractor shall repair all utility services damaged during construction, and such repair shall be considered incidental.

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

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

**29. 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.

**30. 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)

**31. Oregon's Reciprocal Preference Law:**

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

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

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

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

**32. 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.

**33. 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](http://www.oregonlegislature.gov)

For information about DOR requirements, visit: [www.oregon.gov/DOR](http://www.oregon.gov/DOR).

**34. 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.

**35. Street closures and notifications:**

Streets may be closed as approved by City of Pendleton on a case-by-case basis. Contractor will be responsible for all necessary signing and public notification and will give a minimum forty-eight (48) hours advance notification to the City and all residents and businesses along a street scheduled for closure. 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.

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

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

**Contact information for the above will be provided by the City at the pre-construction meeting.**

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

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

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

**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.

**AGENCY SUPPLIED INFORMATION:**

Project Name: 2022 Manhole Rehabilitation Project  
 Bid Closing Date: October 25, 2022 Time: 10:00 am  
 Disclosure Deadline Date: October 25, 2022 Time: 12:00 pm

THIS DISCLOSURE FORM MUST BE SUBMITTED to the City of Pendleton at the location specified and in accordance with the date and time in the Advertisement for Bids. A separate form must be submitted for each Schedule. If necessary, use additional forms to satisfy the Disclosure requirements.

The contracting agency will insert "N/A" if the contract value is not anticipated to exceed \$100,000, otherwise, this form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time; but no later than the Disclosure Deadline stated above.

List below the NAME, ADDRESS, DOLLAR VALUE, CONSTRUCTION CONTRACTOR BOARD (CCB) NUMBER, CONTACT NAME and TELEPHONE NUMBER of each Subcontractor that will be furnishing labor and/or materials that are required to be disclosed in accordance with ORS 279C.370.

**ENTER "NONE" IF THERE ARE NO SUBCONTRACTORS THAT NEED TO BE DISCLOSED.**  
 (Attach additional sheets if needed)

<u>NAME/ADDRESS OF SUBCONTRACTORS</u>	<u>\$ VALUE/CCB #</u>	<u>CONTACT NAME/PHONE #</u>
1) _____ _____	\$ _____ CCB# _____	_____ _____
2) _____ _____	\$ _____ CCB# _____	_____ _____
3) _____ _____	\$ _____ CCB# _____	_____ _____

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Contract value equal to or greater than:

- a) 5% of the total project amount proposed or \$15,000, whichever is greater; or
- b) \$350,000, regardless of the percentage of the total project amount proposed.

Disclosure submitted by: \_\_\_\_\_  
Signature – Bidder 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. \_\_\_\_\_

I, \_\_\_\_\_ the \_\_\_\_\_  
(Name) (Officer/Title)  
of \_\_\_\_\_ acknowledge:  
(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 \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_, Contractor,  
who acknowledged this instrument to be his/her voluntary act and deed.

(SEAL)

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Form OR-NRB

Office use only
Date received

## Oregon Nonresident Bidder Form

Submit original form—do not submit photocopy.

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](http://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/mailling address		Telephone (     )     -
City, state, ZIP	Email	

### B. Contract information

Contracting agency name		
Terms of payment	Total contract price \$	
Brief description of services provided		
Will the work or services provided, at any time, require a physical presence in Oregon? <input type="checkbox"/> Yes <input type="checkbox"/> 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 Salem OR 97301	503-945-8382	<a href="mailto:dor.procurement@state.or.us">dor.procurement@state.or.us</a> <i>(You must have Acrobat Standard or Professional to use this option)</i>

Name of person signing for business \_\_\_\_\_ Title \_\_\_\_\_

Signature of person signing for business \_\_\_\_\_ Date \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

Individual/sole proprietor or single-member LLC

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

C Corporation

S Corporation

Partnership

Trust/estate

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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 TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

			-							
--	--	--	---	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 Here

Signature of U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**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](http://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 mobilization, construction traffic control and infiltration correction of 90 sanitary sewer manholes. **Completion deadline for all work: March 31, 2023**

#### **1. ALL CONSTRUCTION**

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.

- |      |  |  |
|------|--|--|
| 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                                    |
| A.14 | HI   | -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 work that will be performed on Saturday, Sunday or Holidays or other than normal working hours. Normal working hours are 7:00 am to 6:00 pm, 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. SCHEDULE**

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

### **6. NOTIFICATIONS**

The Contractor shall make every effort possible to contact adjoining property owners of streets scheduled for closure. This effort shall be incidental to the contract. 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 road work. The notice shall describe the activity planned, when and if the street is to be closed and when it is scheduled to be reopened, and Contractor contact information. Contractor shall develop a work schedule to be approved by City. City will provide schedule to local media to help with public notification.

### **7. 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 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 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.

**8. INCIDENTAL ITEMS**

All materials and work shown on the drawings 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.

**9. CONTRACT COMPLETION TIME AND LIQUIDATED DAMAGES**

Contractor shall furnish in writing a work schedule for the Project. **This Project must be completed no later than March 31, 2023.** Liquidated damages will be assessed at one percent (1%) of the total contract price for all work not yet completed by December 31, 2021, or \$500 per calendar day, whichever is greater. Sundays and legal Holidays excluded in determining days of default.

**10. 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.

**11. WORKING HOURS, RESTRICTIONS**

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 if work will be performed on Saturday, Sunday or Holidays or other than normal working hours.

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

TECHNICAL SPECIFICATIONS  
FOR  
2022 MANHOLE REHABILITATION  
FOR  
CITY OF PENDLETON, OREGON  
SEPTEMBER 2022



This stamp certifies the attached technical specifications.

Prepared by  
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TECHNICAL SPECIFICATIONS  
 FOR  
 2022 MANHOLE REHABILITATION  
 FOR  
 CITY OF PENDLETON, OREGON

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ATTACHMENTS

Table 1: Rehabilitation Manhole Table

- Figure 1: Project Area Figure 1
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TECHNICAL SPECIFICATIONS

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## SECTION 01100

### SPECIAL PROVISIONS

#### PART 1 GENERAL

These Special Provisions supplement and amplify certain sections of the General Conditions. The General Conditions shall apply except as modified herein. These Special Provisions and additional technical specifications may contain occasional requirements not pertinent to the project. However, these specifications shall apply in all particulars insofar as they are applicable to this project.

##### 1.1 Applicable Standard Specifications and Plans

City of Pendleton, Oregon, Design Standards (including all revisions at date of bid opening), apply except as may be modified herein. In the case of discrepancy, unless noted otherwise herein, the more restrictive provisions shall apply.

##### 1.2 Scope of Work

The work to be performed under these specifications and drawings consists of mobilization, construction traffic control, and infiltration correction of 90 sanitary sewer manholes.

The above general outline of principal features of the work 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.

No attempt has been made in these specifications or drawings to segregate work covered by any trade or subcontract under one specification. Such segregation and establishment of subcontract limits will be solely a matter of specific agreement between the CONTRACTOR and its subcontractors and shall not be based upon any inclusion, segregation or arrangement in or of these specifications.

##### 1.3 Coordination of Drawings and Specifications

The drawings and specifications are intended to describe and provide for a complete work. Any requirement in one is as binding as if stated in all. The CONTRACTOR shall provide any work or materials clearly implied in the Contract Documents even if the

Contract Documents do not mention it specifically. If there is a conflict within the Contract Documents, it will be resolved by the following order of precedence:

- A. Permits for outside agencies required by law
- B. OWNER-CONTRACTOR Agreement
- C. Addenda to Contract Documents
- D. CONTRACTOR's Proposal
- E. Special Provisions
- F. Contract Drawings
- G. Technical Specifications
- H. Supplementary General Conditions
- I. General Conditions of the Contract
- J. Standard Specifications
- K. Standard Plans

Dimensions shown on the drawings or that can be computed shall take precedence over scaled dimensions. Notes on drawings are part of the drawings and govern in the order described above. Notes on drawings shall take precedence over drawing details.

The intent of the drawings and specifications is to prescribe the details for the construction and completion of the work which the CONTRACTOR undertakes to perform according to the terms of the Contract. Where the drawings or specifications describe portions of the work in general terms, but details are incomplete or silent, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used. Unless otherwise specified, the CONTRACTOR shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a manner satisfactory to the ENGINEER.

#### 1.4 Access to Work

Access to the work shall be provided as may be required by the OWNER or its representatives, and all authorized representatives of the state and federal governments and any other agencies having jurisdiction over any phase of the work, for inspection of the progress of the work, the methods of construction or any other required purposes.

#### 1.5 Site Investigation and Physical Data

The CONTRACTOR acknowledges that it is satisfied as to the nature and location of the work and the general and local conditions, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of water, roads, groundwater, access to the sites, coordination with other contractors, and conflicts with pipelines, structures and other contractors. Information and data furnished or referred to herein is furnished for information only. Any failure by the CONTRACTOR to become acquainted with the available information and existing

conditions will not be a basis for relief from successfully performing the work and will not constitute justification for additional compensation.

The CONTRACTOR shall verify the locations and elevations of existing pipelines, structures, grades and utilities, prior to construction. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available.

#### 1.6 Temporary Utilities for Construction Purposes

The CONTRACTOR shall make all arrangements necessary to provide all temporary utilities for construction purposes and shall pay all costs associated those temporary utilities. Water for construction purposes will be furnished by the OWNER at no cost. The CONTRACTOR shall furnish all valves, hoses, connections and other devices as necessary to obtain sufficient water for construction.. CONTRACTOR may utilize City of Pendleton commercial construction water fill station at no cost to contractor.

#### 1.7 Construction Within Public Rights-of-Way

When the work contemplated is wholly or partly within the right-of-way of a public agency such as a city, county or state, the CONTRACTOR will obtain from these agencies any right-of-way and street opening permits and all other necessary permit(s) required for the work. The CONTRACTOR shall abide by all regulations and conditions stipulated in the permit(s). Such conditions and requirements are hereby made a part of these specifications, as fully and completely as though the same were fully set forth herein. The CONTRACTOR shall examine the permit(s) granted by any city, county, state and federal agencies. Failure to do so will not relieve the CONTRACTOR from compliance with the requirements stated therein.

The CONTRACTOR shall obtain all construction permits and pay all fees or charges and furnish any bonds and insurance coverages as necessary to ensure that all requirements of the city, county, state or federal agencies will be observed and the roadway and ditches are restored to their original condition or one equally satisfactory. A copy of all permits shall be kept on the work site for use of the OWNER.

#### 1.8 Construction Within Private Easements

When portions of the work contemplated are within easements held by the OWNER on private property, the CONTRACTOR shall ascertain for itself to what extent the width, status and special conditions attached to easements may have on its operations and all costs resulting therefrom shall be included and absorbed in the unit prices of the CONTRACTOR's bid. CONTRACTOR shall coordinate with private property owners and businesses if required. Landscaping, surface restoration and fence restoration shall be completed within 24 hours following piping and conduit installation and other

construction work. Temporary fencing shall be provided continuously until such private fencing is properly restored.

It is the CONTRACTOR'S responsibility to conduct its operations and limit the size of equipment used in such a manner so as to prevent damage to existing property from excessive vibration or from other direct or indirect CONTRACTOR operations. The cost associated with repairing or replacing property that is damaged by the CONTRACTOR's operations shall be the responsibility of the CONTRACTOR.

#### 1.9 Private Roads and Driveways

Bridges at entrances to business properties where vehicular traffic is necessary shall be provided and maintained. Bridges shall be adequate in width and strength for the service required. No private road or driveway may be closed without approval of the OWNER unless written authority has been given by the owner whose property has been affected. Driveways shall be left open and ready for use at the end of the work shift. All expenses involved in providing for construction, maintenance, and use of private roads or driveways, shall be borne by the CONTRACTOR and the amount thereof absorbed in the unit prices of the CONTRACTOR's bid.

#### 1.10 Protection of Existing Structures and Work

The CONTRACTOR must take all precautions and measures necessary to protect all existing structures and work. Any damage to existing structures and work shall be repaired by removing the damaged structure or work, replacing the work and restoring to original condition satisfactory to the ENGINEER.

#### 1.11 Salvage and Debris

Unless otherwise indicated on the drawings or in the specifications, all castings, pipe, equipment, demolition debris, spoil or any other discarded material or equipment shall become the property of the CONTRACTOR and shall be disposed of in a manner compliant with applicable Federal State and local laws and regulations governing disposal of such waste products. No burning of debris or any other discarded material will be permitted.

#### 1.12 Safety Standards and Accident Prevention

The CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The required and/or implied duty of the ENGINEER to conduct construction review of the CONTRACTOR's performance does not, and is not intended to, include review of the adequacy of the CONTRACTOR's safety measures in, on, or near the construction site.



The CONTRACTOR shall comply with the safety standards provisions of applicable laws and building and construction codes. The CONTRACTOR shall exercise every precaution at all times for the prevention of accidents and protection of persons, including employees, and property. During the execution of the work the CONTRACTOR shall provide and maintain all guards, railing, lights, warnings, and other protective devices which are required by law or which are reasonably necessary for the protection of persons and property from injury or damage.

#### 1.13 Utility Properties and Service

In areas where the CONTRACTOR's operations are adjacent to or near a utility and such operations may cause damage which might result in significant expense, loss and inconvenience, the operations shall be suspended until all arrangements necessary for the protection thereof have been made by the CONTRACTOR.

The CONTRACTOR shall notify all utility offices which may be affected by the construction operation at least 48 hours in advance. Before exposing any utility, the utility having jurisdiction shall grant permission and may oversee the operation. Should service of any utility be interrupted due to the CONTRACTOR's operation, the proper authority shall be notified immediately. It is of the utmost importance that the CONTRACTOR cooperates with the said authority in restoring the service as promptly as possible. Any costs shall be borne by the CONTRACTOR.

#### 1.14 Sanitary Facilities

The CONTRACTOR shall provide and maintain sanitary facilities for its employees and its subcontractors' employees that will comply with the regulations of the local and State Departments of Health and as directed by the ENGINEER.

#### 1.15 Street Cleanup

The CONTRACTOR shall clean daily all dirt, gravel, construction debris and other foreign material resulting from its operations from all streets and roads.

#### 1.16 Vehicle Parking

The vehicles of the CONTRACTOR's and subcontractors' employees shall be parked in accordance with local parking ordinances.

#### 1.17 Protection of Quality of Water

The work to be performed may involve connections to an existing potable water system. If such work is included in the project, the CONTRACTOR shall take such precautions as

are necessary or as may be required to prevent the contamination of the water. Such contamination may include but shall not be limited to deleterious chemicals such as fuel, cleaning agents, paint, demolition and construction debris, sandblasting residue, etc. In the event contamination does occur, the CONTRACTOR shall, at its own expense, perform such work as may be necessary to repair any damage or to clean the affected areas of the water mains to a condition satisfactory to the ENGINEER.

#### 1.18 "Or Equal" Clause

In order to establish a basis of quality, certain processes, types of machinery and equipment or kinds of material may be specified on the drawings or herein by designating a manufacturer's name and referring to its brand or product designation. It is not the intent of these specifications to exclude other processes, equipment or materials of a type and quality equal to those designated. When a manufacturer's name, brand or item designation is given, it shall be understood that the words "or equal" follow such name or designation, whether in fact they do so or not. If the CONTRACTOR desires to furnish items of equipment by manufacturers other than those specified, he shall secure the approval of the ENGINEER prior to placing a purchase order.

No extras will be allowed the CONTRACTOR for any changes required to adopt the substitute equipment. Therefore, the CONTRACTOR's proposal for an alternate shall include all costs for any modifications to the drawings, such as structural and foundation changes, additional piping or changes in piping, electrical changes or any other modifications which may be necessary or required for approval and adoption of the proposed alternate equipment. Approval of alternate equipment by the ENGINEER before or after bidding does not guarantee or imply that the alternate equipment will fit the design without modifications.

#### 1.19 Interferences, Obstructions and Sewer Crossings

At certain places, power, light and telephone poles may interfere with excavation and the operation of the CONTRACTOR's equipment. Necessary arrangements shall be made with utility companies for moving or maintaining such poles. The utility company affected by any such interferences shall be notified thereof so that the necessary moving or proper care of poles and appurtenances may have appropriate attention.

All costs resulting from any other interferences and obstructions, or the replacement of such, whether or not herein specifically mentioned, shall be included and absorbed in the unit prices of the CONTRACTOR's bid.

#### 1.20 Noise Limitations

All applicable City, County ordinances and State and Federal regulations shall be complied with.

## 1.21 Storage and Protection of Equipment and Materials

- A. Materials and equipment stored overnight shall be placed neatly on the job site. Unusable materials (i.e. rejected or damaged liner material, old concrete chunks, metal scraps, etc.) shall be expeditiously removed from the job site.

Provide appropriate barricades, signs, and traffic control devices in like-new condition where necessary to protect the public from any hazards associated with the storage of materials and equipment used for this project.

- B. No equipment and/or materials shall be stored outside the immediate work area on public right-of-ways, in the following locations, or in the following manner:
  - 1. In any active agricultural fields.
  - 2. In front of any business.

The “immediate work area” is the area where work is taking place or will be taking place within one calendar day. The CONTRACTOR shall immediately move stored material or equipment which causes a nuisance or creates complaints.

- C. OWNER will provide space inside a locked yard that may be used for equipment storage.

## 1.22 Competent Person Designation

CONTRACTOR shall designate a qualified and experienced “competent person” at the site whose duties and responsibilities shall include enforcement of Oregon - OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs.

## 1.23 Oregon Products

CONTRACTOR's attention is directed to the provisions of Oregon Law, ORS 279A.120 regarding the preference for products that have been manufactured or produced in Oregon. CONTRACTOR shall use Oregon-produced or manufactured materials with respect to common building materials such as cement, sand, crushed rock, gravel, plaster, etc., and Oregon-manufactured products in all cases where price, fitness, availability and quality are otherwise equal.

## 1.24 Contaminated Material

- A. General

It is possible that the CONTRACTOR may encounter contaminated material (soil and/or water) during construction activities. This specification identifies requirements for handling and disposing contaminated media.

B. Definitions

1. "Contaminated material" is defined as soil, water, free product, Underground Storage Tanks (UST), buried abandoned utility lines containing residual or free product, solid waste, treated wood waste, chemical containers, or other solid, liquid, or gas substances with contamination levels above background levels.
2. "Hazardous substances" shall mean those substances or materials defined in the Oregon Revised Statutes (ORS) 465.200, as amended.
3. "Release" shall have the meaning as defined in ORS 465.200, as amended.
4. "Environmental laws" shall mean any applicable statute, law, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed, common law, treaty, convention or other requirement pertaining to protection of the environment, health or safety, natural resources, conservation, wildlife, waste management or disposal, hazardous substances or pollution, including but not limited to regulation of releases to air, land, water, and groundwater.

C. Execution

1. Discovery of Contaminated Material

In the event that the CONTRACTOR, during the course of construction or during any other activities authorized under this contract, should encounter suspected contaminated material or any other materials suspected of posing a threat to human health and the environment, the CONTRACTOR shall notify the ENGINEER immediately and manage according to requirements identified below.

2. Discovery of Contaminated Soil

CONTRACTOR shall note evidence of contamination (odor, visual staining of soil, free liquid product seeping from soil, sheen on groundwater etc.) and note location of evidence on a sketch of the excavation and provide to the ENGINEER.

CONTRACTOR shall report the discovery to the ENGINEER immediately. CONTRACTOR shall stop all excavation activities, and secure the site to prevent entry by the public. The excavation shall not be backfilled. Protect all open excavations with berms, plates and fencing. CONTRACTOR may continue with work in other non-contaminated areas.

CONTRACTOR shall assist ENGINEER in collecting sample(s) of suspected contaminated media for testing and characterization. CONTRACTOR shall allow 21 days, at no cost to OWNER, for testing, results and instructions as to how to proceed with contaminated materials.

The CONTRACTOR shall obtain a copy of an approved soil disposal/acceptance permit (Disposal/Treatment Facility requires transporter to have a copy of the permit.)

CONTRACTOR will transport and dispose of contaminated material at an approved disposal/treatment facility.

CONTRACTOR shall provide the ENGINEER with a copy of the contaminated soil disposal receipt.

### 3. Handling of Contaminated Soil

After approval from the ENGINEER, excavate the soil in a manner that prevents commingling of contaminated and non-contaminated soil. ENGINEER will make determination (based on soil saturation) if contaminated soil can be directly transported to a treatment or disposal facility, or if soil needs to be stockpiled to reduce water content. ENGINEER will determine when stockpiled soil can be transported off-site.

CONTRACTOR will be responsible for stockpiling contaminated soil in containers or on impervious surface to prevent the spread of contamination. Any water runoff from the contaminated soil stockpile area(s) must be contained by CONTRACTOR and handled as contaminated water.

Minimize movement of excavation equipment over or through contaminated soil to prevent movement of contaminated soil into areas where no contaminated soil exists.

Stockpiles will be created on an approved site and shall be surrounded by a fence to limit access. The stockpiles must be covered and bermed during periods of rainfall to prevent run-on and run-off. The stockpiles shall be covered with a minimum 10 mil high density polyethylene (HDPE)

plastic during periods of strong winds, nightfall, over the weekends, or during extended work stoppages. If dust is observed coming from the stockpiles, the stockpiles shall be either covered or the dust controlled with water.

Maintain excavation equipment in good working order. Prevent spillage of oil, fuel, or hazardous substances from equipment. In particular, promptly repair oil leaks from equipment and clean up any contaminated soil.

#### 4. Transport of Contaminated Materials

CONTRACTOR shall comply with all applicable Federal, State, or local laws, codes, and ordinances that govern or regulate contaminated substance transportation. Contaminated soils placed in stockpiles shall be loaded into trucks in a manner that prevents the spilling or tracking of contaminated soil into areas of the site with uncontaminated soil. Loose material falling onto the exterior of the truck during loading shall be removed before the truck leaves the loading area. Any material collected in the loading area shall either be placed back into the truck or back into the stockpile. If loading areas are unpaved, the surface soil shall be sampled at the conclusion of the loading activities to confirm that contaminated soil is not present. If loading areas are paved, any loose soil shall be cleaned from the pavement at the conclusion of the loading activities.

Specific truck haul routes shall be established before beginning off-site contaminated media transport. On-site truck routes shall be established to minimize or prevent movement of trucks over contaminated soils. Off-site truck routes shall be established to reduce the risk of releases of contaminated soils and impact on local traffic. The CONTRACTOR shall be responsible for ensuring that loaded truck weights are within acceptable limits. All trucks shall be covered before they leave the loading area.

The CONTRACTOR shall ensure that all drivers of vehicles transporting contaminated substances have in their possession during transport all applicable Oregon State and local vehicle insurance requirements, valid driver's license, and vehicle registration and license. The CONTRACTOR shall be responsible for informing all drivers of transport vehicle about:

- a. The nature of the material transported.
- b. Required routes to and from the off-site thermal treatment or disposal facility.

- c. Applicable County street regulations and requirements, and State of Oregon Department of Transportation codes, regulations and requirements.
- d. The County's requirement for proper handling and transportation of the substances.

The CONTRACTOR shall not allow contaminated substances to be spilled or tracked off-site at any time during the project. Trucks used for the transportation of contaminated substances off-site shall be water tight, substance compatible, licensed, insured, and permitted pursuant to federal, state, and local statutes, rules, regulations and ordinances.

If contaminated media is discarded prior to removal of contaminated material, the price per cubic yard of soil materials and price per 100 gallons of contaminated water will be negotiated with OWNER.

#### 1.25 Cartograph System

OWNER shall use OWNER's IPAD and Cartograph system for creating work orders and documenting construction. CONTRACTOR shall proactively coordinate with OWNER and provide work schedule. CONTRACTOR shall provide OWNER access to record all manhole rehabilitation work performed, data and photos.

#### 1.26 Rehabilitation Manhole Information and Photos

The list of rehabilitation manholes is provided in Table 1 Rehabilitation Manhole Table. Rehabilitation manholes figures are provided in Attachment Figures 1 through 8. Examples photos of rehabilitation manholes are provided in Attachment Figure 9 Manhole Example Photo 1 and Figure 10 Manhole Example Photo 2. OWNER GIS map of rehabilitation manholes with existing sanitary sewer manhole photos is available this link:

<https://pendletonor.maps.arcgis.com/apps/webappviewer/index.html?id=7d12b62dc0e446998e192b5bfb1003b4>

END OF SECTION

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## SECTION 01 22 20 - UNIT PRICE MEASUREMENT AND PAYMENT

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Work covered by this section includes method of measurement and basis of payment for all sections included. If not listed in the Bid Schedule, items are incidental to other Bid Items
- B. All measurements and payments will be based on completed and inspected work items performed in accordance with the drawings and specifications.
- C. Payment under each line item shall be full compensation for the following:
  - 1. Labor
  - 2. Materials
  - 3. Equipment
  - 4. Tools
  - 5. Testing
  - 6. Site Restoration
  - 7. Subcontracts and services

#### 1.2 BID ITEMS

Measurement and payment will be on a lump sum and unit price basis for work associated with the construction of the project in accordance with the prices set forth in the proposal for individual work items. Where work is required but does not appear as a separate item in the proposal, the cost for that work shall be included and absorbed in the unit prices named in the proposal. Contractor shall make a careful assessment when preparing the bid. Basis of measurement and payment for individual bid items will be as follows:

- A. Mobilization, Bonds, Insurance, and Demobilization: Payment for mobilization, bonds, insurance and demobilization will be on a lump sum basis. The amounts paid for mobilization in the contract progress payment will be based on the percent of the original contract amount that is earned from other contract items, as follows:
  - 1. When 5 percent is earned, either 100 percent of the amount for mobilization or 5 percent of the original contract amount, whichever is the least;
  - 2. When all work is completed, amount of mobilization exceeding 5 percent of the original contract amount

This schedule of mobilization progress payments will not limit or preclude progress payments otherwise provided by the contract.

- B. Traffic Control: Payment for traffic maintenance and protection, flagging, temporary fencing and safety barricades, including all permits and permitting fees, coordination, materials, labor, and equipment, as required for the duration of the project, will be on a per each manhole basis.
- C. Erosion Sediment Control Plan: Payment for installation of approved erosion control devices (silt fencing, straw bales, and other items), as required, including all permits and permitting fees, labor, materials, and equipment, as required for the duration of the project, will be on a per each manhole basis.
- D. Manhole Infiltration Correction: Payment for sanitary sewer manhole infiltration correction on a per each manhole basis. The unit prices shall be full compensation for the sanitary sewer manhole infiltration correction including the preparation, drilling, injection of material, and any other work necessary to rehabilitate the manhole. Includes data acquisition and testing of manholes. Payment for any retesting or any reworking of the manhole shall be paid by the Contractor
- E. Manhole Spray On Liner: Payment for sanitary sewer manhole spray on liner on a per manhole vertical foot basis. The unit prices shall be full compensation for the sanitary sewer manhole spray on liner including the preparation, cleaning, spray on liner material, and any other work necessary to rehabilitate the manhole. Includes data acquisition and testing of manholes. Payment for any retesting or any reworking of the manhole shall be paid by the Contractor. Measurement shall be from rim to invert and rounded up to the nearest quarter foot.
- F. Miscellaneous Site Work: This item includes a contingency item to be paid on a time and materials charge account basis to reimburse the Contractor for work not identified or implied in the contract documents. This bid item is intended to address unanticipated items such as unspecified exploratory excavations, unmarked utilities, unforeseeable subsurface conditions (e.g. rock), and conditions that are clearly different than those indicated in the contract documents. This item is not intended to cover incidental items that should be accounted for in other bid items, conditions common for construction activities in the City of Pendleton, or conditions that could be determined by a thorough walkthrough of the project, plans or specifications. The City will provide in writing the terms for completing the additional work. Within five days after the request from the City, the Contractor shall submit the Engineer a complete price breakdown of labor, equipment, and materials to complete the additional requested work not included in the contract documents. Some Miscellaneous Site Work may include work for which a bid item is available, and that unit price will be used to pay for this work. **All work done under this bid item is at the directive of the City of Pendleton. Any work completed without the written authorization of the City of Pendleton will be denied payment.** Payment shall be made on a Contingency Amount.

## SECTION 01 33 00 - SUBMITTAL PROCEDURES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This Section contains administrative and procedural requirements for submittals for review, information, and for Project closeout.
- B. Section includes:
  - 1. Schedule of Submittals.
  - 2. Submittal requirements.
  - 3. Submittal procedures.
  - 4. Engineer review.
  - 5. Resubmittal procedures.
  - 6. Product data.
  - 7. Shop Drawings.
  - 8. Samples.
  - 9. Design data.
  - 10. Test reports.
  - 11. Certificates.
  - 12. Manufacturer's instructions.
  - 13. Manufacturer's field reports.
  - 14. Erection Drawings.
  - 15. Construction progress schedules.
  - 16. Breakdown of contract price.
  - 17. Operation and maintenance (O&M) instructions.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 SCHEDULE OF SUBMITTALS

- A. Within 10 days after the Effective Date of the Contract, Contractor shall submit to Engineer a preliminary Schedule of Submittals, including proposed list of major products proposed for use, with specification section reference, name of manufacturer, supplier, trade name, subcontractor and model number of each

product. Provide a schedule of specific target dates for the submission and return of submittals and shop drawings required by the Contract Documents.

- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.
- C. The list and schedule shall be updated and resubmitted when requested by the Engineer.
- D. Contractor's Schedule of Submittals will be acceptable to the Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

#### 1.4 SHOP DRAWING AND SAMPLE SUBMITTAL REQUIREMENTS

- A. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - 1. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - 2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - 3. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - 4. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review of each such variation.

#### 1.5 SUBMITTAL PROCEDURES

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review in accordance with the accepted Schedule of Submittals.

- B. Transmit each submittal with Engineer-accepted transmittal form certifying compliance with requirements of Contract Documents.
- C. Sequentially number transmittal forms. Mark transmittal forms for resubmittals with original number and sequential alphabetic suffix.
- D. Show each Submittal with the following numbering and tracking system:
  - 1. Submittals shall be numbered according to specification section. For example, the first product submittal for Section 05 50 00 would be "05 50 00-1". Resubmittals of that submittal would be "05 50 00-1.1", followed by "05 50 00-1.2", and so on. The second product submittal for that Section would be "05 50 00-2".
  - 2. Submittals containing product information from multiple sections of the specifications will not be reviewed. Contractor and/or their supplier shall divide submittals in a manner that meets the numbering and tracking system requirements stated herein.
  - 3. Alternative method of numbering may be used if acceptable to Engineer.
- E. Identify: Project, Contractor, subcontractor and supplier, pertinent drawing and detail number, and specification Section number appropriate to submittal.
- F. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- G. Coordinate submission of related items.
  - 1. All shop drawings for interrelated items shall be scheduled for submission at the same time.
  - 2. The Engineer may hold shop drawings in cases where partial submission cannot be reviewed until the complete submission has been received or where shop drawings cannot be reviewed until correlated items affected by them have been received. When such shop drawings are held, the Engineer will advise the Contractor in writing that the shop drawing submitted will not be reviewed until shop drawings for all related items have been received.
- H. When hard copies of submittals are provided by the Contractor, six copies of all materials shall be provided to the Engineer. Two copies of reviewed submittals will be kept by the Engineer, two copies of reviewed submittals will be transmitted to the Owner, and two copies of reviewed submittals will be returned to the Contractor. If the Contractor requests that more than two copies of the reviewed submittal be returned, then the Contractor shall submit the appropriate quantity of submittals.

- I. When electronic transmittals of submittals are provided by the Contractor under established protocols described elsewhere in the Contract Documents or as jointly developed by the Owner, Engineer and Contractor, provide electronic submittals in portable document format (PDF) in addition to the source document format (Word, Excel, AutoCAD, etc.). Reviewed submittals will be returned to the Contractor as PDF electronic files.
- J. For each submittal for review, allow not less than fourteen days for Engineer review, excluding delivery time to and from Contractor.
- K. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- L. Allow space on submittals for Contractor and Engineer review stamps or comments.
- M. When revised for resubmission, the Contractor shall identify changes made since previous submission. A narrative of changes shall be provided, and shop drawings or calculations shall indicate that a revision was made.
- N. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with review comments.
- O. Submittals not requested will not be recognized nor processed.
- P. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

## 1.6 ENGINEER REVIEW

- A. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- B. The Engineer's review of submittals and shop drawings is not a check of any dimension or quantity and will not relieve the Contractor from responsibility for errors of any sort in the submittals and shop drawings.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. The Engineer will review the submitted data and shop drawings and return to the Contractor with notations thereon indicating "No Exception Taken", "Make Corrections Noted", "Rejected", "Revise and Resubmit", or "Submit Specified Item".

- E. If more than two submissions of an item are required to meet the Project specifications, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- F. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- G. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- H. Engineer's review of a separate item as such will not indicate approval of the assembly in which the item functions.
- I. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 1.4.C and Engineer has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such accepted variation from the requirements of the Contract Documents in a Field Order.
- J. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 1.4 A. and B.
- K. Engineer's review of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- L. Neither Engineer's receipt, review, return of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- M. Contractor shall perform the Work in compliance with the requirements and commitments set forth in returned Shop Drawings and Samples, subject to the provisions of Paragraph 1.6.I.

## 1.7 RESUBMITTAL PROCEDURES

- A. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples

for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

- B. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required review of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring review, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
- C. If Contractor requests a change of a previously reviewed submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

## PART 2 PRODUCTS

### 2.1 CONSTRUCTION PROGRESS SCHEDULES

- A. Within ten days after the Effective Date of the Contract, prepare and submit to the Engineer a practicable schedule showing the order in which the Contractor proposes to carry out the Work, the dates on which the important features of the work will start, and the contemplated dates for completing same. In addition to a time-scaled bar chart schedule depicting the project critical path, the Contractor shall submit a detailed CPM logic diagram. The CPM diagram and time-scaled bar chart shall include the following:
  1. Construction activities
  2. Submittal and review of material samples and shop drawings
  3. Procurement and delivery of critical materials
  4. Fabrication, installation, and testing of special material and equipment
  5. Duration of work, including completion times of all stages and their sub-phases

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable by manpower and equipment allocation, in common units of measure, or by delivery dates and shall be justifiable by the Contractor upon the request of the Engineer.

Detailed subnetworks will include all necessary activities and logic connectors to describe the work and all restrictions to it. In the restraints, include those activities from the project schedule which initiated the subnetwork as well as those restrained by it.

Include a tabulation of each activity in the computer mathematical analysis of the network diagram. Furnish the following information as a minimum for each activity:



1. Event (node) number(s) for each activity
2. Activity description
3. Original duration of activities (in normal workdays)
4. Estimated remaining duration of activities (in normal workdays)
5. Earliest start date or actual start date (by calendar date)
6. Earliest finish date or actual finish date (by calendar date)
7. Latest start date (by calendar date)
8. Latest finish date (by calendar date)
9. Slack or float time (in workdays)

Computer printouts shall consist of at least a node sort and an “early start/total-float” sort.

- B. Attention is drawn to typical local climatic weather patterns and Work shall be coordinated accordingly.
- C. Complete project schedule shall be revised and resubmitted to the Engineer at a minimum occurrence of every three weeks for review.
- D. Three Week Lookahead Schedules: Provide each week at the weekly construction meeting. The previous week’s completed work shall be shown on the schedule for a total of 4 weeks shown.

## 2.2 BREAKDOWN OF CONTRACT PRICE

- A. Within ten days after the Effective Date of the Contract, submit a complete breakdown of all lump sum bid items showing the value assigned to each part of the work, including an allowance for profit and overhead adding up to the total lump sum contract price.
- B. Breakdown of lump sum bids shall be coordinated with the items in the schedule and shall be in sufficient detail to serve as the basis for progress payments during construction.
- C. Engineer will review the contract price breakdown and may request items to be further broken down or for more items be added in order to facilitate tracking of work progress for payment.
- D. Preparatory work, bonds, and insurance required in setting up the job will be allowed as a separate entry on the cost breakdown but shall not exceed 5 percent of the total base bid.
- E. Upon acceptance of the breakdown of the contract price by the Engineer, it shall be used as the basis for all requests for payment.

## 2.3 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents. Submitted data shall be sufficient in detail for determination of compliance with the Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
  - 1. Note submittal will be returned to Contractor without review of submittal if products, models, options and other data are not clearly marked or identified.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review, produce copies and distribute according to Paragraph 1.5.M and for record documents.

## 2.4 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer licensed in the state of Project responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. All dimensioned shop drawings shall be scalable and provided as full-sized (22" x 34") sheets. PDF electronic files shall print as scalable full-sized sheets.
- E. After review, produce copies and distribute according to Paragraph 1.5.M and for record documents.

## 2.5 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Engineer for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Owner selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. NOT USED.
- H. After review, produce copies and distribute according to Paragraph 1.5.M and for record documents.

## 2.6 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

## 2.7 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge and records as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

## 2.8 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

## 2.9 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

## 2.10 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge and records as Contract administrator or for Owner.
- B. Submit report within 48 hours of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

## 2.11 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Engineer's knowledge and records as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

## 2.12 NOT USED

## 2.13 NOT USED

## 2.14 OPERATION AND MAINTENANCE (O&M) INSTRUCTIONS

- A. Submit preliminary O&M materials for review by Engineer. The equipment manufacturer may furnish instruction manuals prepared specifically for the equipment furnished or standard manuals may be used if statements like "if your equipment has

this accessory..." or listings of equipment not furnished are eliminated. O&M materials will be returned to the Contractor for resubmittal if the O&M materials do not clearly indicate what specific equipment was furnished and all items not provided being clearly crossed out. Poorly reproduced copies are not acceptable. Operation and maintenance instructions shall contain the following as a minimum:

1. Reviewed shop drawings and submittal data;
  2. Model, type, size and serial numbers of equipment furnished;
  3. Equipment and driver nameplate data;
  4. List of parts showing replacement numbers;
  5. Recommended list of spare parts;
  6. Complete operating instructions including start-up, shutdown, adjustments, cleaning, etc.;
  7. Maintenance and repair requirements including frequency and detailed instructions; and
  8. Name, address and phone numbers of local representative and authorized repair service.
- B. Following review of the preliminary O&M materials by the Engineer and before acceptance of the Work, submit four copies of complete final operation and maintenance instructions for all equipment supplied. Submit items in 8-1/2 x 11-inch heavy-duty three-ring binders when appropriate, or in 8-1/2 x 11-inch file folders. All binders and folders shall have clear plastic pockets on the front of the cover and the spine to allow for insertion of identifying information.

#### 2.15 OTHER REQUIRED SUBMITTALS

- A. Other required submittals include the items listed below. This list is provided for Contractor's convenience only and may not be complete in all respects. Contractor shall provide all submittals specified or required, whether or not listed here.
1. Contractor Emergency Contact List.
  2. Erosion and Sediment Control Plan.
  3. Traffic Control and Protection Plan.

PART 3 EXECUTION - Not Used

END OF SECTION

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## SECTION 01 45 00 - QUALITY CONTROL

### PART 1 GENERAL

#### 1.1 DESCRIPTION

- A. This Section covers quality control requirements supplementary to those of the General Conditions and Technical Specifications.

#### 1.2 PROVISIONS

- A. CONTRACTOR'S Responsibility for Testing

The CONTRACTOR shall be responsible for the cost of all testing as specified in this section. Additional information has been provided regarding the payment responsibility for the OWNER with regards to the Project.

- B. OWNER's Right to Perform Additional Tests

The OWNER or ENGINEER reserves the right to complete additional testing. In such cases, the Contractor shall provide safe access for the OWNER or ENGINEER and their inspectors to adequately inspect the quality of work and the conformance with project specifications.

#### 1.3 QUALITY ASSURANCE

- A. Testing Requirements

An independently owned and operated laboratory approved by the ENGINEER shall perform all testing as specified herein.

- B. Testing

##### 1. General

- a. All required testing of work and/or materials shall be conducted in the presence of the ENGINEER. The Contractor shall provide 48 hour notification to the OWNER and OWNER's REPRESENTATIVE prior to conducting any and all quality assurance testing. Where applicable, work and materials shall only be buried with the consent of the ENGINEER.
- b. Where such inspection and testing are to be conducted by an independent laboratory or agency, the sample or samples of material to be tested shall be selected by such laboratory or agency or by the ENGINEER. The CONTRACTOR shall furnish such samples of all materials without charge to OWNER.

- c. The results from any and all tests are made for the information of the OWNER. Regardless of any test results, the CONTRACTOR is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Drawings and Specifications.

2. Costs of Testing

- a. The CONTRACTOR shall be responsible for and shall pay for all tests as specified in Part 3 of this Section.
- b. With regards to all materials to be tested, where test results demonstrate that the material or workmanship does not meet the minimum requirements of the Contract Documents, additional testing shall be completed and shall be paid for by the CONTRACTOR with no reimbursement by the OWNER.

1.4 SUBMITTALS

A. Laboratory Test or Inspection Reports

Each report shall be signed and certified by the independently owned and operated testing laboratory. Unless otherwise specified, submit three (3) copies of each report to the OWNER or OWNER's REPRESENTATIVE.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 FIELD TESTING SCHEDULE

- A. The CONTRACTOR shall complete field testing in accordance with the following schedule. Additional source material testing shall be completed as necessary to establish the basis of field tests. The frequency of testing listed in this schedule lists the minimum number of tests per quantity of work completed by the CONTRACTOR. Testing locations to be determined by the ENGINEER.

Material to be Tested	Payment Responsibility for Initial Testing	Minimum Testing Frequency
Sewerline – Manhole leak testing	CONTRACTOR	Each manhole – Visual Inspection
Sewerline – Manhole liner testing	CONTRACTOR	Each manhole – Thickness and Visual Inspection

END OF SECTION



## SECTION 01 55 26 – CONSTRUCTION TRAFFIC CONTROL

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This work consists of designing, planning, furnishing, erecting, maintaining and relocating necessary traffic control dividers, providing flaggers and all labor, equipment and materials necessary for traffic control for the project or as directed by the Engineer. Furnish all traffic control devices unless otherwise specified in the contract. Retain ownership throughout the project and remove when no longer needed

#### 1.2 REFERENCES

- A. Manual on Uniform Traffic Control Devices (MUTCD), latest edition as modified
- B. Oregon Temporary Traffic Control Handbook, latest edition as modified
- C. AASHTO Standard Specifications for transportation and methods of Sampling and Testing.
- D. American Society for Testing and Materials (ASTM).
- E. ATSSA Quality Standards for Work Zone Traffic Control Devices.
- F. Local jurisdiction requirements.

### PART 2 PRODUCTS

#### 2.1 MATERIALS AND EQUIPMENT

- A. General
  - 1. Material used in the construction of sign panels and other devices and their supporting structures will be at the Contractor's option and conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) for the design and use of traffic control devices.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Conform to the latest edition of the "Oregon Temporary Traffic Control Handbook" issued by the Oregon Department of Transportation for the design and use of traffic control devices.
- B. Submit a Traffic Control Plan and obtain necessary permits for approval by the Engineer and the Agency responsible for the roadway including City of Pendleton and Oregon Department of Transportation.
- C. Do not cause unnecessary inconvenience to the public, as determined by the Engineer.
- D. Provide and maintain continuous, safe and adequate pedestrian and vehicle access to each residence, fire hydrant, commercial and industrial establishment, church, school, parking lot, service station, motel, fire station, police station, hospital, and similar establishments, unless otherwise approved by the Engineer. All work done in public rights-of-way must be in accordance with the Americans with Disabilities Act of 1990 (ADA).
- E. Allow traffic to pass through the work area unless a detour is approved by the Engineer.
- F. Maintain traffic control devices by immediately cleaning, servicing, or replacing any device that is lost, stolen, destroyed, damaged, inoperative, or when its retro-reflectivity is reduced to 75% for Class A or Class B sheeting of the required initial retro-reflectivity.
- G. Used signs with the specified sheeting materials, legends, and colors, will be considered satisfactory if they meet the above retro-reflectivity requirements.
- H. Repair or replace all damaged traffic control devices. This work is considered incidental to this item.
- I. Provide positive devices to prevent barricades and drums from being blown over.
- J. Employ properly trained, equipped, attired and certified flaggers if traffic is constricted or if deemed necessary by the Engineer.

### 3.2 INSPECTION REQUIREMENTS

- A. Maintain all traffic control items when in use such that functionality is maintained in accordance with the MUTCD and to the satisfaction of the Engineer. Maintenance will be considered incidental to other bid items unless specifically listed in the Bid Schedule.

END OF SECTION

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## SECTION 01 57 13 - EROSION SEDIMENT CONTROL

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This work consists of furnishing, erecting and maintaining erosion and sediment control Best Management Practices (BMPs) and all labor, equipment and materials necessary for erosion sediment control for the project or as directed by the Engineer. Furnish all erosion sediment devices unless otherwise specified in the contract. Retain ownership throughout the project and remove when no longer needed.

### PART 2 PRODUCTS

#### 2.1 NOT USED.

### PART 3 EXECUTION

#### 3.1 GENERAL

- A. General information – proposed project area is located in Pendleton Oregon.
- B. Submit Erosion Sediment Control (ESC) plan to engineer for review for approval prior to any work on site.
- C. Work activity – work is expected to be completed within ninety days from the start of construction. The anticipated construction timeframe is summer 2021. A more detailed construction schedule will be established when the project construction timeframe approaches.
- D. Receiving waters – stormwater runoff will be discharged to the City of Pendleton municipal separate storm sewer that is within the project area. The storm sewer discharges ultimately make their way to the Umatilla river.
- E. Sensitive areas – this site does not contain any unique or sensitive areas to be preserved.
- F. Construction activities – work that will be performed includes manhole rehabilitation. Potential sources of sediment include grout preparation and application, on-site storage of construction materials, temporary sanitary facilities and general site litter.
- G. Do not cause unnecessary inconvenience to the public, as determined by the Engineer.
- H. Best Management Practices (BMPs) –

1. BMPs shall be used throughout the project area during construction and shall be installed prior to any construction activities and removed after project completion. At a minimum, BMPs shall be inspected and maintained weekly and within 24 hours after a storm event. Inspection reports shall be completed weekly and kept at the project site.
2. Stormwater catch basin inlet protection shall be placed at all stormwater catch basins within and immediately downstream of the project area prior to construction per Oregon erosion control field manual bmp #3.3.1.3 inlet protection.
3. Stockpiles left inactive for more than 14 consecutive days shall be protected with temporary perimeter sediment barrier. BMPs are to be provided by contractor and approved by city inspection staff prior to earth disturbing activities.
4. Street sweeping to remove sediments and other contaminants directly from the paved surfaces will occur weekly and before forecasted storm events near areas of excavation. All materials collected during street sweeping will be disposed of at an off-site location by the contractor. City of Pendleton staff may be able to complete street sweeping subject to price decrease negotiation and depending on schedule and availability.
5. Straw roll shall be placed per Oregon Erosion Control Field Manual BMP #3.3.1.1.3 materials and waste management BMPs
  - I. All waste and trash materials will be collected and disposed of off-site for the duration of construction. No waste construction materials will be buried on-site.
  - J. Several types of vehicles and equipment will be used on-site throughout the project. All major equipment/vehicle fueling and maintenance will be performed off-site. Only minor equipment maintenance will occur on-site. All equipment fluids generated from maintenance activities will be disposed of into designated drums stored on spill pallets.
  - K. Absorbent, spill-cleanup materials and spill kits will be available on site. Drip pans will be placed under all equipment receiving maintenance and vehicles and equipment parked overnight. Vehicles and equipment will be inspected on each day of use. Leaks will be repaired immediately, or the problem vehicle(s) or equipment will be removed from the project site. Keep ample supply of spill-cleanup materials on-site and immediately clean up spills and dispose of materials properly. All equipment and vehicle washing, including concrete washout, will be performed off-site.
  - L. Temporary sanitary facilities (portable toilets) will be provided by contractor at the site throughout the construction phase. The portable toilet will be located away from concentrated flow paths and traffic flow. The portable toilet will be brought to the site for the duration of construction. The portable facilities shall be cleaned according to

he suppliers schedule. Portable toilets with leaking holding tanks will be removed from the site and replaced with new portable toilets.

- M. Dewatering activities are not expected to occur at the project site because construction is during the dry season. If dewatering does occur, the ESC will be revised to address the need for appropriate BMPs. Rectangular sedimentation tanks shall be used for any construction dewatering discharges to remove settleable solids from any construction dewatering that takes place. The working volume of the sedimentation tank shall have sufficient volume to handle the peak instantaneous flow rate of the dewatering activities. See Oregon erosion control field manual bmp #3.3.1.5 sedimentation basin. Any dewatering that may be required is required to be reviewed and approved by the city and other necessary agencies, including ODEQ, prior to dewatering occurring. Agency reviews, including City of Pendleton, ODEQ, will be obtained prior to any dewatering activities occurring.
- N. Contractor shall apply for and provide payment for all erosion and sediment control permits and fees. Contractor shall install and maintain erosion/sedimentation control during construction (any time of year) in accordance with the deq erosion prevention and sediment control requirements, the standard construction specifications for this project and the erosion control notes included below and within these plans. If discrepancies between standards occur, the more stringent regulation shall apply.
- O. Approval of this ESC plan does not constitute an approval of permanent road or drainage design (e.g.: size and location of roads, pipes, restrictions, channels, retention facilities, utilities, etc.).
- P. The implementation of these ESC plans and the construction, maintenance, replacement, and upgrading of these ESC facilities is the responsibility of the contractor until all construction is completed and approved and vegetation/landscaping is established.
- Q. ESC facilities must be constructed in conjunction with all clearing and grading activities, and in such a manner as to ensure that sediment and sediment laden water do not enter the drainage system, roadways, or violate applicable water standards.
- R. During the construction period, the ESC facilities shall be upgraded as needed for unexpected storm events and to ensure that sediment and sediment laden water do not leave the site.
- S. The ESC facilities shall be inspected daily by the contractor and maintained as necessary to ensure their continued functionality.
- T. The ESC facilities on inactive sites shall be inspected and maintained a minimum of once a month or within 24 hours following a storm event.

- U. Stabilized construction entrances shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures may be required to ensure that all paved areas are kept clean for the duration of the project.
- V. Contractor shall provide dust control as required.
- W. Notify engineer 24 hours prior to any work on site.
- X. Contractor shall provide and maintain a certified erosion & sediment control lead (cescl).
- Y. Comply with applicable Oregon DEQ dust rules (division 208) during excavation and/or demolition work.

<https://secure.sos.state.ore.us/oard/displaydivisionrules.action?selecteddivision=1533>

END OF SECTION



## SECTION 01 71 13 - MOBILIZATION

### PART 1 GENERAL

#### 1.1 SUMMARY

A. This work consists of preparatory work including but not limited to:

1. Movement of personnel.
2. Movement of equipment.
3. Project site supplies and incidentals.
4. Establishment of project offices, buildings and other facilities.
5. All work and operations which must be performed or costs incurred before beginning work on the various contract items.
6. Work signs.

### PART 2 PRODUCTS

### PART 3 EXECUTION

END OF SECTION

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## SECTION 01 77 00 - CLOSEOUT PROCEDURES

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes information on closeout procedures and final cleaning.

#### 1.2 RELATED WORK

- A. Section 01 78 00 – Closeout Submittals

#### 1.3 CLOSEOUT PROCEDURES

##### A. Final Inspection:

1. Submit written certification that work is complete in accordance with drawings and specifications and ready for final inspection at least five (5) calendar days prior to final inspection.
2. Perform and coordinate the final inspection with the OWNER.
3. Final Punch List: Remaining deficiencies will be listed, in a written letter, from the OWNER.

##### B. Final Completion:

1. Final completion will be established once the final punch list deficiencies are remedied and all applicable requirements set forth in the drawings and specifications are met, thereby allowing final payment.

END OF SECTION

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## SECTION 01 78 00 - CLOSEOUT SUBMITTALS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This section describes the requirements for closeout submittals including, record drawings, warranty information and general operation and maintenance information.

#### 1.2 RELATED WORK

- A. Section 01 77 00 – Closeout Procedures

#### 1.3 DELIVERY

- A. Provide all closeout submittals meeting these requirements and any specific requirements of each section.
- B. All closeout submittals shall be received by the OWNER before final payment will be made.

### PART 2 PRODUCTS - Not Used

### PART 3 EXECUTION

- 3.1 At the conclusion of the work, the contractor shall submit the Owners electronic inspection devices and all project data. Contractor shall replace electronic documentation device if any damage has occurred.

#### 3.2 FINAL REPORT

- A. At the conclusion of the work, the Contractor shall submit copies of a final report which includes:
  - 1. A description of work completed at each manhole.
  - 2. Hardcopy logs of inspection and work completed.

END OF SECTION

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## SECTION 33 01 30.81 - SANITARY SEWER MANHOLE REHABILITATION

### PART 1 GENERAL

#### 1.1 DESCRIPTION

This specification includes all work, materials and equipment required for the rehabilitation of sanitary sewer manholes. This specification describes the following types of sanitary sewer manhole rehabilitation:

- Bench Reconstruction
- Infiltration Correction
- Spray On Lining

#### 1.2 REFERENCES

American Society for Testing and Materials (ASTM) Annual Book of Standards:

- A. ASTM D638-91: Test Method for Tensile Properties of Plastics.
- B. ASTM D790-91: Test Methods for Flexural Properties of Unreinforced and reinforced Plastics and Electrical Insulating Materials.

#### 1.3 SUBMITTALS

- A. The applicator shall submit for approval product data sheets and MSDS and for each of the products used.
- B. Submit a sewage bypass pumping and/or diversion plan for review by the Engineer.
- C. Submit to Engineer at least seven days prior to manhole rehabilitation.
  - 1. The sewage bypass pumping and/or diversion plan is to include an emergency response plan to be followed in the event of failure of the bypass pumping and/or diversion system.
  - 2. Proposed methods to notify the Owner, impacted property Owners, and affected agencies, and Engineer 48 hours prior to commencing bypass pumping operations.
  - 3. Engineer shall approve the plan for sewage bypass pumping and/or diversion prior to commencing sewage bypass pumping and/or diversion.
- D. Upon project completion, submit photos and logs that include the following as a minimum:
  - 1. Project title

2. Name of Sewer System
3. Manhole Identifier
4. Date and time of day of work complete at each manhole
5. Work completed at manhole
6. Points of interest
7. Photos

#### 1.4 QUALITY ASSURANCE

- A. Furnish materials of quality required by the American Society for Testing and Materials (ASTM) standards or other approved standards and specifications.
- B. Provide one year guarantee against defective materials and workmanship in accordance with the requirements of these specifications.
- C. Provide verifiable independent third party creep test results documenting no less than 70% retention of flexural modulus of elasticity after 50 years of service of liner. The third party testing firm may not be affiliated with the manufacturer in any way.
- D. Qualification
  1. Manufacturer: Company specializing in manufacturing the products specified in this section shall have a minimum of 10 (ten) years documented experience in product manufacturing.
  2. Applicator: Company specializing in performing the work of this section shall have a minimum of 3 (three) years documented experience, and shall have prior approval of the repair materials manufacturer.
- E. The Contractor shall be a certified installer/applicator by the manufacturer and have the manufacturer's appropriate recommended equipment for the application of the product.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration data as applicable.
- B. Store the product in a location protected from damage, construction activity, and precipitation in strict accordance with the manufacturer's recommendations.

#### 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not use specified product under conditions of precipitation or freezing conditions. Use appropriate measures for protection and supplementary heating/cooling or to



ensure proper drying and curing conditions in accordance with the manufacturer's recommendations.

- B. Repair materials manufacturer shall provide Material Safety Data Sheets. The applicator shall be responsible to post these sheets during the application of the materials.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

Approved Manufacturers: Specifications are based on the named manufacturers. Other approved manufacturers must meet or exceed this standard and must be approved by the Engineer.

### 2.2 PRODUCTS

#### A. Infiltration Control Mix

1. Infiltration Correction - Chemical Grout - De Neef Industrial Chemicals, Spetec or equivalent product
  - a. A chemical grout shall be used for stopping infiltration, filling voids and should be mixed and applied according to manufacturer's recommendations. Chemical grout shall be a polyurethane grout having hydrophobic properties. The cementitious grout should be volume stable having a compressive strength of 500 psi. Chemical grout shall be mixed and applied per manufacturer's recommendations.

#### B. Patching and Profiling Mix

1. Cementitious Compound (Quadex or equivalent product)

A quick setting cementitious material shall be used to bring the substrate to profile by filling voids, cracks, missing mortar and other substrate defects. It should be mixed and applied according to the manufacturer's recommendations and should meet the following minimum requirements.

Compressive strength	ASTM C 109	1000 psi @ 1 hr 3500 psi @ 48 hrs 5000 psi @ 28 days
Tensile strength	ASTM C 307	200 psi @ 24 hrs 300 psi @ 7 days

C. Resin Based Spray on Liner - SprayRoc, Inc. 4707 Alton Court, Birmingham, AL 35210, 205.957.0020

1. The resin based material shall be used to form the sprayed on/structural enhanced monolithic liner covering all interior surfaces of the structure including benches and inverts of manholes. The finished liner shall be SprayWall® as manufactured by Sprayroq, Inc. or approved equal and conform to the minimum physical requirements listed below.

Compressive strength	ASTM D 695	10,500 psi
Tensile strength	ASTM D 638	7,000 psi
Flexural strength	ASTM D 790	12,000 psi
Bond		Shall exceed tensile strength of substrate
Flexural modulus (initial)	ASTM D 790	730,000 psi
Density		87 ± pcf

- a. The finished structure shall be corrosion resistant to: Hydrogen Sulfide; 20% sulfuric Acid; 17% Nitric Acid; 5% Sodium Hydroxide; road salts for winter conditions as well as other common ingredients of the sanitary sewage environment.
- b. The wall of the resin based liner will be structurally designed to withstand the hydraulic load generated by the groundwater table & restore structural integrity. The long term (50yr.) value of the flexural modulus of elasticity will be a minimum of 500,000 psi and is an integral part of the engineering equation used to design the wall thickness of the structural liner.
- c. The contractor shall test the value of the long term flexural modulus of the proposed product, and the test shall be certified by an independent, third party testing lab and submitted with the design calculations for each individual structure. Long term value will be identified as initial flexural modulus less the reduction in value caused by Creep over a fifty (50) year minimum period and verified by DMA testing.

D. Bench Reconstruction

Mortar and grout shall meet the requirements of the City of Pendleton Standard Specifications.

E. Water

Water used for construction shall be clean and potable.

## PART 3 EXECUTION

### 3.1 GENERAL COORDINATION

- A. Work shall be coordinated with the City of Pendleton Sewer Department and Public Works Department, applicable regulatory agencies, and affected utilities. No work may begin on any part of the project without forty-eight (48) hour prior notice to Owner's authorized representative. Contractor shall inform Owner each morning of work that is planned to occur and at the end of each day to notify Owner of work actually completed.
- B. The Owner will provide iPad for use during the project. iPad will be used for data collection and work orders. Owner will provide training to Contractor.

### 3.2 INSPECTION REQUIREMENTS

- A. Access: The Owner and the Owner's Representative shall have access to observe and monitor Contractor's operations at all times. Coordinate schedule with Owner prior to beginning work.

### 3.3 EXAMINATION

- A. Examine the existing manhole for leaks and deteriorated concrete and/or mortar.
- B. Evaluation of Atmosphere: Prior to entering structures, an evaluation of the atmosphere will be conducted to determine the presence of toxic, flammable vapors or possible lack of oxygen. The evaluation shall be in accordance with local, state or federal safety regulations.

### 3.4 PREPARATION

- A. Place covers over invert to protect extraneous material from entering the sewer lines.
- B. Remove any existing steps.
- C. All foreign material shall be removed from the manhole wall and bench using a high pressure water spray (minimum 3,000 psi 3 gal/mm.). Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. The use of acid for cleaning purposes will not be allowed.
- D. Fill any large voids with patching and profiling mix. The surface to be repaired must be clean and free of any loose materials.

### 3.5 DATA COLLECTION

- A. Contractor shall keep a log of work performed at each manhole. Owner will use Owner's iPad and cartograph and work order system to collect construction data including:
  - 1. Manhole identifier
  - 2. Surface photos
  - 3. Preconstruction interior manhole photo
  - 4. Postconstruction interior manhole photo
  - 5. Description of work completed
  - 6. Date of work

### 3.6 INFILTRATION CORRECTION

- A. Full circumferential injections of all inlets, all outlets, and all joints including base to barrel, barrel to barrel and lid. Drilling shall be required in order to pressure grout outside the structure using chemical grout. Manufacturer's recommendations shall be followed when pressure grouting is required. A sufficient amount of product and injection ports shall be applied to stop all inflow. No protruding Injection material shall allowed. Injection material protruding into manhole shall be removed flush with the manhole interior wall surface.
- B. Any infiltration or leaks must be stopped for a minimum 24 hour period prior to application of spray on liner. Minor leaks shall be stopped using the quick-setting specially formulated infiltration control mix and shall be mixed and applied per manufacturer's recommendations. When severe infiltration is present, drilling may be required in order to pressure grout outside the structure using either a cementitious or chemical grout. Manufacturer's recommendations shall be followed when pressure grouting is required.

### 3.7 SPRAY ON LINER INSTALLATION/APPLICATION

- A. Application Temperatures: Application of liner shall not be made unless the ambient temperature inside the structure is 50 degrees or higher.
- B. Bench/Channel Repair:
  - 1. The manhole bench and channel shall be sprayed.
  - 2. After blocking flow through the structure and thorough cleaning/preparatory work has been achieved. The sprayed on resin-based liner shall be applied to the channel, bench and wall areas in the same manner as specified for the liner application below. The spray shall be applied such that the entire structure receives a structurally enhanced monolithic liner.

3. The finished invert surfaces shall be smooth, free of ridges and will be sloped in the direction of flow. Special care shall be used to insure a smooth transition between the new manhole invert and intersecting pipeline inverts such that flow will not be impaired.

C. Liner Application:

1. The resin based liner shall be manually sprayed on to all surfaces by a trained technician who is experienced in the application of a spray applied resin and has been certified by the manufacturer. Appropriate personal protection equipment shall be utilized but in every case when applying the liner, the sprayer and personnel in direct contact with the spray atmosphere, will always be protected by supplied air.
2. The minimum thickness of the material applied is to be no less than 250 mils (1/4") in order to support structural integrity. No other products such as cement or grouts may be used as part of the structural reinstatement, however, said products may be used as part of the repair process prior to sprayed application of the structure.
3. Application of the spray applied material must be completed in one (1) mobilization in order to minimize the disruption and cost of excessive bypassing, pipeline plugging, traffic control and all other support services.
4. The finished manhole must be returned to full service immediately after the spray application is complete.

D. Curing: The structure should be allowed to cure for 24 hours and return to ambient temperature prior to any physical testing.

E. Repair: Holidays, uncured lining material, blisters, surface imperfections and damage to the liner resulting from the adhesion test shall be repaired to a point 25mm (1 inch) minimum beyond the limits of the damaged area. The repair shall be 3mm (125 mils) thick. Holidays shall be primed and recoated with the same lining system to a minimum additional thickness of 30 mils unless otherwise specified by the liner manufacturer or approved by the Engineer. Blisters, uncured lining and surface imperfections shall be completely removed and the areas recoated with appropriate lining material to 25 mm (1 inch) minimum beyond the repair areas at a minimum thickness of 100 mils.

### 3.8 BENCH RECONSTRUCTION

A. When specified, perform bench reconstruction to rebuild manhole bench per City of Pendleton Standard Specifications.

### 3.9 FIELD QUALITY CONTROL

- A. Testing: At the direction of the owner or his assignee, the rehabilitated manholes shall be tested as follows:
  - 1. Visually verify the absence of leaks - If any visual leakage is present in the warranty period timeframe described in the Contract for Construction
  - 2. Spray on liner - During installation, a mil gauge shall be used to verify that the minimum thickness of the lining meets and/or exceeds the minimum thickness. Visually verify the completeness and coverage.
- B. The Owner will review data collected, testing, inspections, photos and logs to ensure compliance with requirements. If manhole rehabilitation is not adequately completed, it shall be reinspected and by Contractor and Owner and any work shall be completed by Contactor at no additional cost.
- C. Manholes will also be inspected within the guarantee period. Leakage and other defects that were a result of the Contractor's work shall be eliminated and repaired by the Contractor as required by the Engineer, at the Contractor's expense.

END OF SECTION

ATTACHMENTS

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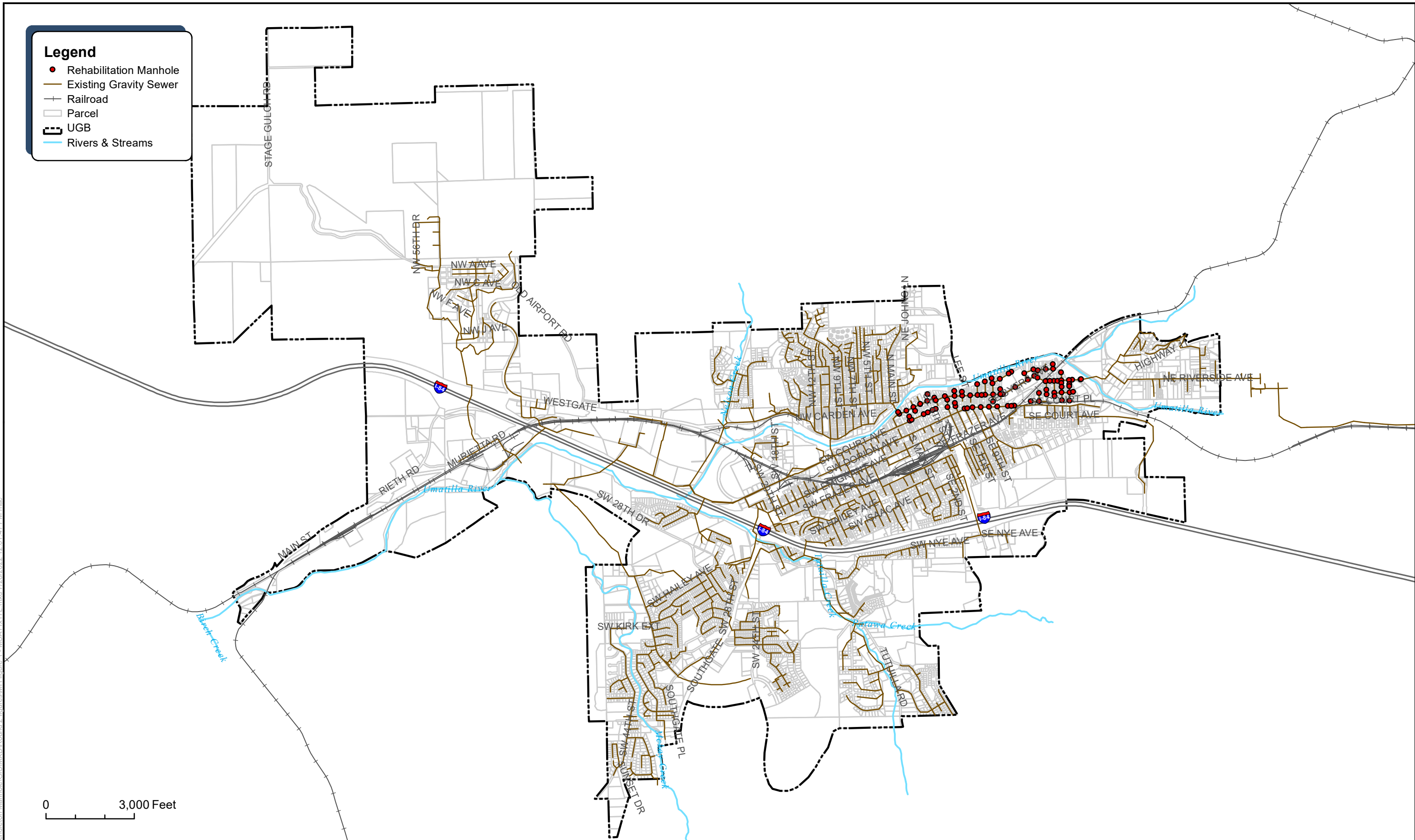


Manhole ID	Figure	ROW	Manhole Material	Depth (ft)	Inlets (no.)	Outlets( no.)	Line	Note
CMH1-46	2	City	Concrete	9.6	2	1		
CMH1-47	2	City	Concrete	8.2	1	1		
CMH1-48	2	City	Concrete	8.2	3	1		
CMH1-49	2	City	Concrete	8.6	2	1		
CMH1-50	2	City	Concrete	9.0	1	1		
CMH1-51	2	City	Concrete	7.4	1	1		
CMH1-52	2	City	Concrete	7.8	2	1		
CMH1-53	3	City	Concrete	7.0	1	1		
CMH1-54	3	City	Concrete	9.0	2	1		
CMH1-55	3	City	Concrete	10.7	2	1		
CMH1-56	3	City	Concrete	9.9	2	1		
CMH1-57	3	City	Concrete	9.0	2	1		
CMH1-58	3	City	Concrete	8.2	1	1		
CMH1-59	3	City	Concrete	8.7	2	1		
CMH1-60	4	City	Concrete	8.1	3	1		
CMH1-61	4	City	Concrete	7.7	3	1		
CMH1-62	4	City	Concrete	7.4	1	1		
CMH1-63	7	City	Concrete	7.2	1	1		
CMH1-64	7	City	Concrete	6.5	1	1		
CMH1-65	7	City	Concrete	6.7	2	1		
CMH1-67	6	City	Concrete	7.7	1	1		
CMH1-68	6	City	Concrete	8.2	2	1		
CMH1-69	6	City	Concrete	8.5	1	1		
CMH1-70	6	City	Concrete	8.7	2	1		
CMH1-71	6	City	Concrete	7.2	2	1		
CMH1-72	6	City	Concrete	6.3	1	1		
CMH1-73	8	City	Concrete	5.4	1	1		
CMH1-74	8	City	Concrete	5.5	1	1		
CMH-F254	3	City	Brick	4.0	0	1	Spray Liner	
CMH-F255	3	City	Concrete	8.6	2	1		
CMH-F266	6	City	Brick	5.1	0	1	Spray Liner	
CMH-F267	6	City	Brick	3.1	1	1	Spray Liner	Poor Condition
CMH-F298	3	ODOT	Concrete	7.4	1	1		
CMH-F305	3	City	Concrete	5.4	1	1		
CMH-F65	3	ODOT	Brick	6.2	1	1	Spray Liner	
CMH-F66	3	City	Concrete	8.0	1	1		City to Locate, approximate depth
CMH-F70	3	ODOT	Concrete	7.9	2	1		
CMH-F71	3	ODOT	Concrete	7.9	2	1		
CMH-F73	4	City	Concrete	7.8	2	1		
CMH-F75	3	City	Concrete	8.8	2	1		
CMH-F77	4	City	Concrete	9.4	1	1		
CMH-F78	4	City	Brick	4.4	2	1	Spray Liner	
CMH-F80	4	City	Concrete	5.7	1	1		Square manhole
CMH-F85	6	City	Brick	5.9	3	1	Spray Liner	
CMH-H72	2	City	Concrete	8.5	1	1		
CMH-I154	5	City	Concrete	5.0	1	1		
CMH-I155	6	City	Concrete	7.6	1	1		
CMH-I157	6	City	Concrete	7.5	1	1		
CMH-I158	4	City	Concrete	6.1	1	1		

Manhole ID	Figure	ROW	Manhole Material	Depth (ft)	Inlets (no.)	Outlets( no.)	Line	Note
CMH-I161	2	City	Concrete	9.0	1	1		
CMH-I164	6	City	Concrete	5.5	1	1		
CMH-I172	4	City	Concrete	4.3	1	1		
CMH-I33	6	City	Concrete	7.0	0	1		Approximate depth
CMH-I34	6	City	Concrete	3.9	0	1		
CMH-I52	6	City	Concrete	6.0	3	1		
CMH-I53	6	City	Concrete	3.6	0	1		
CMH-I56	2	City	Concrete	5.4	0	1		
CMH-I58	2	City	Concrete	1.9	0	1		
CMH-I59	5	City	Concrete	4.9	2	1		
CMH-I60	5	City	Concrete	5.2	2	1		
CMH-I61	5	City	Concrete	4.4	1	1		
CMH-I62	7	City	Concrete	4.5	3	2		
CMH-I63	5	City	Concrete	4.0	1	1		
CMH-I64	5	City	Concrete	6.0	1	1		
CMH-I65	6	City	Concrete	6.3	2	1		
CMH-I77	6	City	Concrete	6.0	0	1		
CMH-I78	6	City	Concrete	5.0	1	1		
CMH-I79	6	City	Concrete	6.0	0	1		Approximate depth
CMH-I80	6	City	Concrete	4.4	0	1		
CMH-I81	6	City	Concrete	5.5	2	1		
CMH-I82	2	City	Concrete	4.0	0	1		
CMH-I83	7	City	Brick	3.5	0	1	Spray Liner	
CMH-I84	7	City	Concrete	3.6	1	1		
CMH-I86	7	City	Concrete	5.0	0	1		City to locate, approximate depth
CMH-I87	5	City	Concrete	5.1	0	1		
CMH-I88	5	City	Concrete	4.1	1	1		
CMH-I89	5	City	Concrete	8.0	0	1		Approximate depth
CMH-I90	4	City	Concrete	2.8	0	1		
CMH-I91	4	City	Concrete	5.5	0	1		
CMH-I92	3	City	Concrete	4.4	0	1		
CMH-I93	3	City	Concrete	5.9	0	1		
CMH-I94	3	City	Concrete	9.0	0	1		City to locate, approximate depth
CMH-K161	2	ODOT	Concrete	8.3	1	1		Private manhole
CMH-K162	2	City	Concrete	5.1	3	1		
CMH-K167	2	ODOT	Concrete	8.9	1	1		
CMH-K82	2	ODOT	Concrete	6.8	0	1		
CMH-K83	2	ODOT	Brick	7.1	1	1	Spray Liner	
CMH-K84	2	ODOT	Concrete	7.8	1	1		
CMH-K86	2	ODOT	Brick	8.9	1	1	Spray Liner	
CMH-I174	2	City	Concrete	8.0	?	?		City to locate, approximate depth

**Legend**

- Rehabilitation Manhole
- Existing Gravity Sewer
- + Railroad
- Parcel
- ▭ UGB
- Rivers & Streams

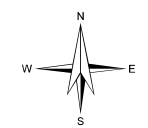


0 3,000 Feet

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City of Pendleton



**2022 Manhole Rehabilitation Project**  
**Figure 1**



**Legend**

- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- + Railroad
- Parcel
- ▭ UGB

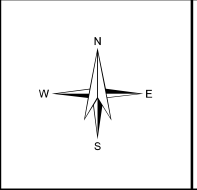


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July 2022



**City of Pendleton**



**2022 Manhole Rehabilitation Project  
Figure 2**

20-3003



**Legend**

- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- + Railroad
- Parcel
- ▭ UGB



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City of Pendleton



**2022 Manhole Rehabilitation Project**  
Figure 3



**Legend**

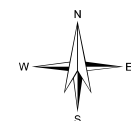
- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- + Railroad
- Parcel
- ▭ UGB



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City of Pendleton

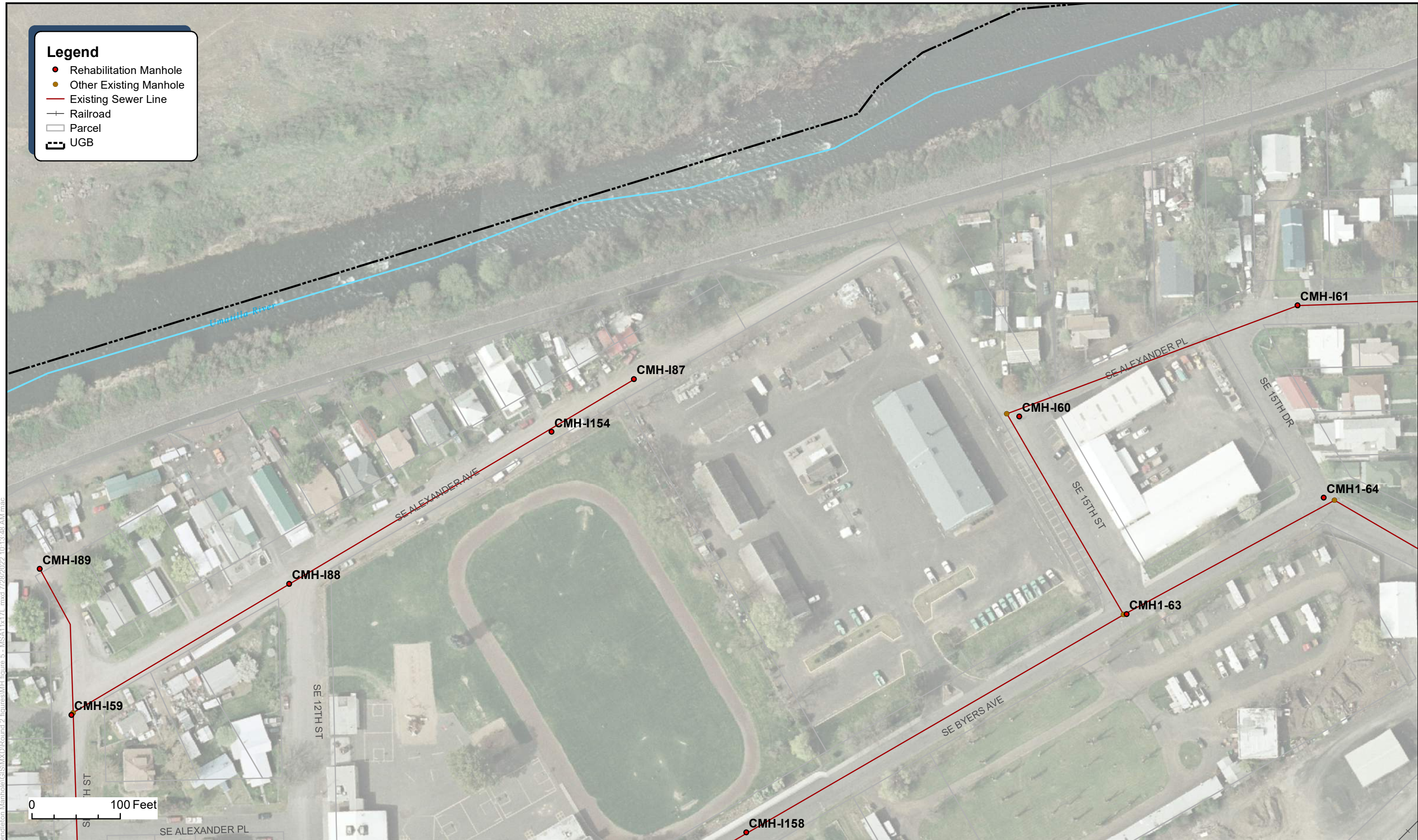


**2022 Manhole  
Rehabilitation  
Project  
Figure 4**



**Legend**

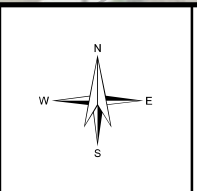
- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- + Railroad
- Parcel
- ▭ UGB



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City of Pendleton



**2022 Manhole Rehabilitation Project  
Figure 5**



**Legend**

- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- ✦ Railroad
- Parcel
- ▭ UGB

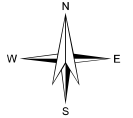


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0 100 Feet



City of Pendleton



2022 Manhole Rehabilitation Project Figure 6



**Legend**

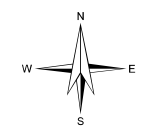
- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- + Railroad
- Parcel
- ▭ UGB



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City of Pendleton



**2022 Manhole Rehabilitation Project**  
**Figure 7**



**Legend**

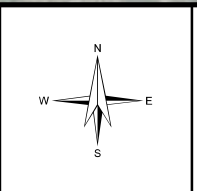
- Rehabilitation Manhole
- Other Existing Manhole
- Existing Sewer Line
- + Railroad
- Parcel
- ▭ UGB



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City of Pendleton



**2022 Manhole Rehabilitation Project Figure 8**







