

# CITY OF PENDLETON

## McKennon Road Lift Station Replacement Project



Expires: 6/30/26

Stamped: 6/21/24

## June 2024

Engineering Department  
500 SW Dorion Avenue  
Pendleton, OR 97801  
[www.pendletonor.gov](http://www.pendletonor.gov)  
Office (541) 966-0203  
Fax (541) 966-0251

**TABLE OF CONTENTS**

**INVITATION TO BID..... 1.00**

**INFORMATION FOR BIDDERS**

**PREQUALIFICATION ..... 2.00**

**BID PROPOSAL ..... 3.00**

**BID BOND/SECURITY ..... 4.00**

**STATUTORY PUBLIC WORKS BOND..... 5.00**

**CONTRACT ..... 6.00**

**ASSIGNMENT OF ANTITRUST RIGHTS..... 7.00**

**NON-COLLUSION AFFIDAVIT ..... 8.00**

**PERFORMANCE/PAYMENT BOND..... 9.00**

**CERTIFICATE OF INSURANCE ..... 10.00**

**SPECIAL CONDITIONS ..... 11.00**

**IRS FORM W-9 (Taxpayer ID number and certification)..... 12.00**

**SPECIAL SPECIFICATIONS..... 13.00**

**DRAWINGS..... 14.00**

## INVITATION TO BID

Sealed bids for the **McKennon Road Lift Station Replacement Project** will be received by the City of Pendleton c/o Tim Simons, Community Development Director, 500 SW Dorion Avenue, Pendleton, OR 97801 until **2:00 pm local time on the 25th day of July 2024**, plainly marked "**McKennon Road Lift Station Replacement Project**". **All bid documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected. Bids submitted after the above-specified date and time shall not be opened.**

Public bid opening will be available via Zoom or at the Community Development Department at City Hall, same address as above, at 2:00 pm local time, Thursday, July 25, 2024. **Contact the Community Development Department at 541 966-0203 or [gabe.umbarger@pendletonor.gov](mailto:gabe.umbarger@pendletonor.gov), 541 429-2341, for the Zoom link.**

Bid documents may be obtained for a **non-refundable fee of \$25.00** from the Community Development Department located at the same address as above or by calling (541) 966-0203. A copy is also available online on the **City of Pendleton's website: <https://pendletonor.gov/rfps>** or on the **OregonBuys website: <https://oregonbuys.gov/bsa/view/login/login.xhtml>**. For the nearest location of a review copy, also contact the Community Development Department. Bid documents will be available until 5:00 pm, July 19, 2024.

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

**All bidders must be prequalified for the class of work included in this bid document in accordance with the laws of the State of Oregon, and all prequalification applications including payment must be submitted to the City by 1:00 pm Wednesday, July 24, 2024, 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 (<https://pendletonor.gov/rfps>). Addenda may be downloaded off these websites and will be faxed or emailed to all bidders who have requested to be on the City's Planholders List. Contact [gabe.umbarger@pendletonor.gov](mailto:gabe.umbarger@pendletonor.gov) to be added to the City's list. Bidders should frequently check the websites until bid closing.**

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

All bidders must comply with ORS Chapter 279C and pay applicable prevailing wage rates in effect on January 5, 2024, including any 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>

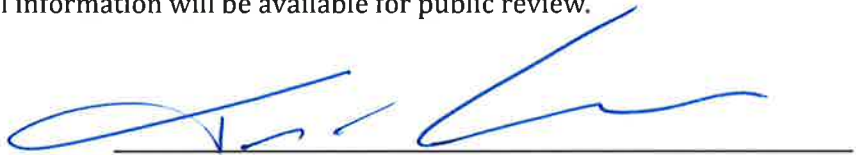
**The Contractor shall, within two (2) working hours of the advertised bid opening, submit the first-tier subcontractor disclosure form. This form is to notify the Community Development Director in writing the names of the first-tier subcontractors. The disclosure form is attached to the end of the Special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

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

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

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

Dated this 21st day of June, 2024.



Timothy M. Simons, Community Development Director

## **INFORMATION FOR BIDDERS**

City of Pendleton, hereby referred to as OWNER, will be completing work under one contract for the **McKennon Road Lift Station Replacement Project**. Bids are expected to be opened at **2:00 pm local time, Thursday, July 25, 2024**. Bid award, with seven (7) calendar day notice of intent declaration, will likely take place on **Tuesday, August 6, 2024**, at the regularly scheduled City Council meeting, 7:00 pm, City Hall, 500 SW Dorion Avenue, Pendleton, Oregon. Virtual meeting attendance is available by visiting City of Pendleton website: <https://pendletonor.gov/>

The purpose of this project is to replace an existing sewer lift station at 4890 NW McKennon Road with a new sewer lift station package. The project site is located near the Umatilla River which can cause seasonal fluctuations in the ground water table. The new sewer lift station shall be installed between the existing lift station and the edge of NW McKennon Road. The existing electrical conduit and wiring will be extended from the existing lift station to the new lift station, and the new lift station will be connected to the existing electrical control box. During construction, a temporary bypass system may need to be utilized during the electrical switch over. During installation of the new wet well, a bypass configuration may be utilized. On the upstream, a new manhole will be installed to eventually redirect the existing 12" gravity concrete sewer line to the new lift station location with approximately 9 LF of 12" ASTM D3034 PVC pipe. A 4" to 6" reducer will be attached to the outflow of the new lift station followed by a 6" 90° PVC fitting. Approximately 22 LF of ASTM D2241 SDR 26 pipe will connect to the 90° PVC fitting and will connect to the existing force main with a 45° PVC fitting. Bollards will be placed at the completion of the project to protect the new lift station from traffic.

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

Engineer's Estimate: \$293,400

**Bidders must submit the following completed documents with their bids by the due date (July 25, 2024) and time (2:00 pm local time) 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 – signed by company representative having authority to submit bids – see Section 3.00**
- **Bid Bond/Security (5%) in form of certified or cashier's check drawn from an Oregon Bank or banks doing business in Oregon in good standing – see Section 4.00**
- **Acknowledgement of ALL Addenda**
- **Non-Collusion Affidavit (signed by company representative and notarized) – see Section 8.00**

**Bidder shall, within two (2) working hours of the advertised bid opening, submit the first-tier subcontractor disclosure form – see end of Section 11.00**

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

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



## **PREQUALIFICATION**

COMMUNITY DEVELOPMENT DEPARTMENT  
CITY OF PENDLETON  
PENDLETON, OREGON

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

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

**Upon request, this application is available to you through this office at 541 966-0203 or online at <https://pendletonor.gov/cdev/page/prequalification-application-2024> for your use in prequalification for this work.**

The application can be emailed to the Community Development Director at [tim.simons@pendletonor.gov](mailto:tim.simons@pendletonor.gov), and **payment of the application fee can be made online using the following link:** <https://pendletonor.municipalonlinepayments.com/pendletonor/easypay/cyPtKllh7kmoihtGLpT bg/contractors-pre-qualification>

**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 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 January 31st, 2025**. 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 **(July 25th, 2024)** and time 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 (dated and signed by company representative having authority to submit bids) (Section 3.00)
- Bid Security or Bond (5%) in for of certified or cashier's check drawn from an Oregon Bank (Section 4.00)
- Acknowledgement of all Addenda, if any
- Non-Collusion Affidavit (signed by company representative and notarized) (see Section 8.00)



**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 p.m. the day before the bid opening date **(bid opening July 25th, 2024)**
- A bid amount shall be submitted in the appropriate place for each Schedule for which a Bid is being submitted.
- 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.pendletonor.gov](http://www.pendletonor.gov)) under Invitations to Bid. 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 City's website 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 Bid and required accompanied items 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 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.
- **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.

## McKennon Road Lift Station Replacement

Time of Completion: **No later than January 31<sup>st</sup>, 2025**

<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	_____	_____
2.	LS	Procurement/Installation of Lift Station	_____	_____
3.	2.5 CY	Concrete Base and Ballast Mass	_____	_____
4.	LS	Temporary Sewer Bypass	_____	_____
5.	1 EA	48" Doghouse Manhole	_____	_____
6.	1 EA	Concrete Plug/Seal of Old Sewer Pipe in Doghouse Manhole	_____	_____
7.	9 LF	12" ASTM D3034 PVC Sanitary Sewer Pipe (SDR 35)	_____	_____
8.	22 LF	6" ASTM D2241 PVC Sanitary Sewer Pipe (SDR 26)	_____	_____
9.	1 EA	6" 45° PVC Fitting	_____	_____
10.	1 EA	6" 90° PVC Fitting	_____	_____
11.	LS	Electrical Conduit and Wiring (Including Connection to New Lift Station)	_____	_____
12.	LS	Removal/Abandonment of Existing Lift Station and Piping	_____	_____
13.	7 EA	Standard Bollard Post	_____	_____
14.	2 EA	Removable Bollard Post	_____	_____

**GRAND 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 Request for Proposals and the 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 \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Title

**BID BOND/SECURITY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto \_\_\_\_\_, as Owner penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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 **McKennon Road Lift Station Replacement 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 \_\_\_\_\_, 2024, 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 **McKennon Road Lift Station Replacement Project**.

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

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

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

It is agreed that the time limit for the completion of the Contract, based upon the Proposal, is **no later than January 31, 2025**.

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 \_\_\_\_\_, 2024.

CITY OF PENDLETON

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

By \_\_\_\_\_  
Sheri R. Allen, City Recorder

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

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

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

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

Contractor's 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024, entered into a Contract with the City of Pendleton, the obligee herein, which Contract consists of:

Invitation to Bid, Information for Bidders, Prequalification, Bid Proposal, Bid Bond/Security, Statutory Public Works Bond, Contract, Assignment of Antitrust Rights, Non-Collusion Affidavit, Performance/Payment Bond, Certificate of Insurance, Special Conditions, IRS Form W-9, Special Specifications, Drawings, any Addendum, Oregon Standard Specifications 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 \_\_\_\_\_, 2024.

\_\_\_\_\_(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	<b>COMPANIES AFFORDING COVERAGE</b>	
	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
<input type="checkbox"/> Claims Made					
<input type="checkbox"/> Occurrence					

**GENERAL LIABILITY**

<input type="checkbox"/> COMPREHENSIVE FORM				<b>BODILY INJURY</b>	\$	\$
<input type="checkbox"/> PREMISES/OPERATIONS						
<input type="checkbox"/> UNDERGROUND				<b>PROPERTY DAMAGE</b>	\$	\$
<input type="checkbox"/> EXPLOSION & COLLAPSE						
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				<b>BI &amp; PD COMBINED</b>	\$	\$
<input type="checkbox"/> CONTRACTUAL						
<input type="checkbox"/> INDEPENDENT CONTRACTORS						
<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				<b>PERSONAL INJ.</b>	\$	\$
<input type="checkbox"/> PERSONAL INJURY						

**AUTOMOBILE LIABILITY**

<input type="checkbox"/> ANY AUTO				<b>BODILY INJURY (PER PERSON)</b>	\$	
<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)						
<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS)				<b>BODILY INJURY (PER ACCIDENT)</b>	\$	
<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS				<b>PROPERTY DAMAGE</b>	\$	
<input type="checkbox"/> GARAGE LIABILITY						
				<b>BI &amp; PD COMBINED</b>	\$	

**EXCESS LIABILITY**

<input type="checkbox"/> UMBRELLA FORM				<b>BI &amp; PD COMBINED</b>	\$	
<input type="checkbox"/> OTHER THAN UMBRELLA FORM						

**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**

<b>STATUTORY</b>	\$ _____ (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. In the case of a difference or conflict in specifications and/or drawings, the Special Conditions, followed by the Special Specifications, followed by the City's Standard Specifications, and then followed by ODOT/APWA Specifications shall govern or prevail.
2. The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or materials for the prosecution of the work provided in the Contract.
3. The Contractor shall provide workers' compensation insurance coverage for all individuals, others than those exempt under ORS 656.027, who perform labor under the Contract before labor under the Contract commences. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the Contract.  
A copy of each insurance policy, or certificate thereof, issued by a responsible and solvent insurance corporation or association authorized to issue such policy or policies under the laws of the State of Oregon shall be delivered to the City within a reasonable period of time after the same is issued by the company or companies or associations issuing such policy or policies. All said policies or certificates shall provide for a minimum of thirty (30) days notice to the City in the event of cancellation or material change in the terms.
4. The Contractor will not permit any lien or claim to be filed or prosecuted against the City on account of any material or labor furnished to the Contractor.
5. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
6. The Contractor shall demonstrate that an employee drug testing program is in place.
7. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim shall become due, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim. (ORS 279C.515)
8. **The Contractor shall, within two (2) working hours after the advertised bid closing date and time, notify the Community Development Director in writing of the names of the first-tier sub-contractors on the disclosure form attached to the end of these Special Conditions.** Submission of the first-tier sub-contractors disclosure form only applies to public contracts for public improvements with a contract value of more than \$100,000 (ORS 279C.370). Contractors are required to disclose information about certain first-tier subcontractors. Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to: (i) 5% of the total project bid, but at least \$15,000; whichever is greater; or (ii) \$350,000 regardless of the percentage of the total project bid. **If no subcontractors need to be disclosed, enter "NONE" on the form and submit it.**
9. In addition to required payment and performance bonds which may be used for unpaid wages, all contractors, subcontractors and non-construction companies who work on public works projects, with a contract price that exceeds \$100,000, subject to the Prevailing Wage Rate law shall file a \$30,000 Statutory Public Works Bond with the Construction Contractor's Board (CCB) before starting work on the project, unless exempt, to be used exclusively for unpaid wages determined to be due by BOLI {ORS 279C.830 and ORS 279C.836}. **(See forms included in Section 5.00)** This bond applies to ALL CCB licensed and non-CCB licensed subcontractors. Contractors must include in every subcontract a provision requiring the subcontractor to have a Public Works Bond filed with the CCB and must verify that subcontractors have filed a Public Works Bond before permitting subcontractor to start work on a project, unless exempt. For more information regarding this requirement, contact the Construction Contractor's Board at (503) 378-4621.
10. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the Contractor or a Subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the municipality (Owner) may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.



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

**11.** If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. **Every contract related to this Contract shall contain a clause setting forth this requirement.**

**12.** If requested in writing by a first-tier subcontractor, the Contractor, within ten (10) calendar days after receiving the request, shall send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to the public contracting agency or pay document provided by the public contracting agency to the Contractor specifically related to any labor or materials supplied by the first-tier subcontractor.

**13.** Except where the Contractor is a party to a collective bargaining agreement in effect with a labor organization, no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

- A) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five (5) consecutive days, Monday through Friday except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; or
- B) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (4) consecutive days, Monday through Friday; except for individuals under this Contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime; and
- C) For all work performed on Saturday and on the following legal holidays:
  - (i) Each Sunday.
  - (ii) New Year's Day on January 1.
  - (iii) Memorial Day on the last Monday in May.
  - (iv) Independence Day on July 4.
  - (v) Labor Day on the first Monday in September.
  - (vi) Thanksgiving Day on the fourth Thursday in November.
  - (vii) Christmas Day on December 25.
- D) Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as a legal holiday. (ORS 279C.540)
- E) The Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. (ORS 279C.520)

**14.** Contractor may not work on the following City recognized holidays without explicit written permission from the City of Pendleton. City reserves the right to disallow work on these days due to available inspection staff and/or traffic safety and congestion.

- A) The afternoons of Wednesday and Thursday of the second full week in September (Round-up Week).
- B) The Friday and Saturday of the second full week of September (Round-up Week).
- C) Christmas Eve on December 24.
- D) New Year's Eve on December 31.

(i) Each time a holiday listed above falls on Sunday, the succeeding Monday shall be recognized as the holiday, or each time a holiday listed above falls on Saturday, the preceding Friday shall be recognized as the holiday.

**15.** Contractor must promptly pay for all medical services for which the contractor has agreed to pay and for all amounts for which the Contractor collects or deducts from the worker's wages. (ORS 279C.530)

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

The existing prevailing wage rates in effect on January 5, 2024, including any amendments, are as published by the Oregon Bureau of Labor and Industries. Copies of the existing prevailing wages are available online at <https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

17. 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.

18. The Contractor shall keep himself informed and at all times comply with any ordinance, laws, and regulations dealing with the preservation of environmental pollution and the preservation of natural resources that may be affected in the performance of the Contract. The following are a list of agencies that may have enacted ordinances or regulations dealing with the preservation and environmental pollution and the preservation of natural resources:

**Federal Agencies:**

Agriculture, Department of  
Forest Service  
Soil Conservation Service  
Defense, Department of  
Army Corps of Engineers  
Energy, Department of  
Federal Energy Regulatory Commission  
Environmental Protection Agency  
Health and Human Services, Department of  
Housing and Urban Development,  
Department of Solar Energy and Energy  
Conservation Bank  
Interior, Department of  
Bureau of Land Management  
Bureau of Indian Affairs  
Bureau of Mines  
Bureau of Reclamation  
Geological Survey  
Mineral Management Service  
U.S. Fish and Wildlife Service  
Labor, Department of  
Occupational Safety and Health Administration  
Mine Safety and Health Administration  
Transportation, Department of  
Coast Guard  
Water Resources Council

**State Agencies:**

Administrative Services, Department of  
Dept of Agriculture  
Department of Consumer & Business Services,  
State of Oregon  
Occupational Safety & Health Division  
Environmental Quality, Department of  
Fish and Wildlife, Department of  
Forestry, Department of  
Geology and Mineral Industries, Department of  
Health Division  
Historic Preservation Office  
Human Resources, Department of  
Land Conservation and Development Commission  
Parks and Recreation, Department of  
Soil and Water Conservation Commission  
State Engineer  
State Land Board (Lands, Division of State)  
Transportation, Department of  
Water Resources Department

**Local Agencies:**

City of Pendleton City Council  
Umatilla County Commissioners  
Board of Port of Umatilla  
Fire Protection Districts  
City of Pendleton Planning Commission  
Umatilla County Planning Commission  
Confederated Tribes of the Umatilla Indian  
Reservation

**19. Liability and Indemnity:**

- A) 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.

**20.** No bid for construction will be received or considered by the City unless the bidder is registered with the Construction Contractors Board as required by ORS Chapter 701 or the State Landscape Contractors Board as required by ORS 672.530. **In addition, the Contractor and subcontractors must obtain a City of Pendleton Business License as follows:**

- A) Any contractor or subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must obtain a City of Pendleton Business License or comply with the alternative in paragraph 18.C) below.
- B) The Contractor or any subcontractor engaged in any activity for which registration with the Oregon Construction Contractors Board is required pursuant to Oregon Revised Statutes, Chapter 701, must include, as part of the application for a City of Pendleton business license, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board.
- C) A prime contractor engaged in a Construction Project may obtain a Construction Project License as an alternative to obtaining a City of Pendleton Business License for each subcontractor engaged in the Construction Project. The Construction Project License is in lieu of a Business License for subcontractors only and is in addition to the Business License of the prime contractor. The application for a Construction Project License must contain, among other items, a signed statement by the prime contractor and each subcontractor engaged in the Construction Project that each signatory is registered under the provisions of this Oregon Revised Statutes, Chapter 701, and stating that the registration is in full force and effect. For the prime contractor and each subcontractor, a copy of a current certificate of registration issued by the Oregon Construction Contractors Board is also required.

**21.** The Oregon Government Standards and Practices laws may apply to Contractor. ORS 244.040(1)(a) prohibits any government officer, employee, or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. For further information on this matter contact the Oregon Government Standards and Practices Commission; 100 High Street SE, Suite 220; Salem, Oregon 97310; phone 503 378-5105.

**22. Contractor certifies that:**

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

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

**[Initial those that apply]**

- 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.

**23.** If any action is instituted in connection with any claim or controversy arising out of this agreement, attorney fees may not be awarded by the court of competent jurisdiction and each party shall bear its own expenses of such action.

**24.** This agreement and the party's rights under it shall be construed and regulated by the laws of the State of Oregon and venue for any dispute hereunder shall lie in Pendleton, Umatilla County, Oregon.

**25. Work Hours**

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

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

**26.** The Contractor shall plan, coordinate and be responsible for all construction work and proceed with minimum interference to the operation of the existing facility or other construction work. Prior to starting the construction, confer with the City to develop an approved construction schedule, which will permit the facility to function as normal as practical during the construction. If it becomes necessary to do certain parts of the construction outside normal working hours, or change/modify sequence of activities in order to avoid undesirable conditions, it shall be the obligation of the Contractor to do this work at such a time at no additional cost to the City.

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

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

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

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, other than grass/sod, 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 when damaged irrigation system becomes fully functioning.

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

### **30. Recovery of Costs**

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

### **31. Final Payment**

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

### **32. Oregon's Reciprocal Preference Law**

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

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

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

The Department of Administrative Services (DAS), State Procurement Office has gathered information on preference laws of all states. For more information please visit:

<https://www.oregon.gov/DAS/Procurement/Pages/Index.aspx>

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

### **34. In-State Tie-Bid Awards**

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

### **35. Nonresident Bidders**

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

To view ORS 279A.120, visit: [www.oregonlegislature.gov](http://www.oregonlegislature.gov)

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

**36. Damage of existing structure:**

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

**37. Street closures and notifications:**

The Contractor shall make every effort possible to contact adjoining property owners of streets scheduled for road work. This effort shall be incidental to the contract. Contact efforts should include, but not be limited to signage (**lettering should be easily legible from a vehicle and be at least 3 to 4 inch in size**), door knock and talks, letters, door hangars, and/or phone notifications, if possible. Contractor shall give written notification five (5) days prior and 24-hour advance notice to all residents and businesses along a street scheduled for road work. The notice shall describe the activity planned, when and if the street is to be closed, when it is scheduled to be reopened, and Contractor contact information. Contractor shall develop a work schedule to be approved by City. Overall schedule must be submitted to and approved by City five (5) days prior to commencing work. City will provide schedule to local media to help with public notification. **If bus stops/shelters are located within the project area which will impact the bus route, Contractor will coordinate with bus companies alternative temporary bus stops/shelters until completion of the project.**

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

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

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

DATED: \_\_\_\_\_, 2024.

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:** McKennon Road Lift Station Replacement Project  
**Bid Closing Date:** July 25, 2024 **Time:** 2:00 pm  
**Disclosure Deadline Date:** July 25, 2024 **Time:** 4:00 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 for \_\_\_\_\_

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

# Form OR-NRB

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

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     C Corporation     S Corporation     Partnership     Trust/estate

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

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

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.      Requester's name and address (optional)

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

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

			-			-				
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**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

### **PROJECT OVERVIEW**

The purpose of this project is to replace an existing sewer lift station at 4890 NW McKennon Road with a new sewer lift station package. The project site is located near the Umatilla River which can cause seasonal fluctuations in the ground water table. The new sewer lift station shall be installed between the existing lift station and the edge of NW McKennon Road. The existing electrical conduit and wiring will be extended from the existing lift station to the new lift station, and the new lift station will be connected to the existing electrical control box. During construction, a temporary bypass system may need to be utilized during the electrical switch over. During installation of the new wet well, a bypass configuration may be utilized. On the upstream, a new manhole will be installed to eventually redirect the existing 12" gravity concrete sewer line to the new lift station location with approximately 9 LF of 12" ASTM D3034 PVC pipe. A 4" to 6" reducer will be attached to the outflow of the new lift station followed by a 6" 90° PVC fitting. Approximately 22 LF of ASTM D2241 SDR 26 pipe will connect to the 90° PVC fitting and will connect to the existing force main with a 45° PVC fitting. Bollards will be placed at the completion of the project to protect the new lift station from traffic.

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

All construction shall be in compliance with the latest revision of the City of Pendleton Standard Specifications updated January 2001 with minor revisions in 2001, 2004, 2005, 2006 and 2012 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, standards, codes, and references 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 Advertisement for 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	IBC	-International Building Code
A.16	ICEA	-Insulated Cable Engineers Association
A.17	IEEE	-Institute of Electrical & Electronic Engineers
A.18	IFC	-International Fire Code
A.19	NBS	-National Bureau of Standards
A.20	NACE	-National Association of Corrosion Engineers
A.21	NEC	-National Electric Code
A.22	NEMA	-National Electric Manufacturer's Association
A.23	NLMA	-National Lumber Manufacturer's Association
A.24	OESC	-Oregon Electrical Specialty Code
A.25	OFC	-Oregon Fire Code
A.26	OMSC	-Oregon Mechanical Specialty Code

- A.27 OPSC -Oregon Plumbing Specialty Code
- A.28 OSHD -Oregon State Highway Department
- A.29 OSSC -Oregon Structural Specialty Code
- A.30 PCA -Portland Cement Association
- A.31 SPFA -Steel Plate Fabricators Association
- A.32 SSPC -Steel Structures Painting Council
- A.33 UBC -Uniform Building Code
- A.34 UL -Underwriters Laboratories, Inc.
- A.35 UPC -Uniform Plumbing Code
- A.36 WWPA -Western Wood Products Association
- A.37 All other applicable governmental building codes. Use of the "Call Before You Dig" locate service 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 then the Oregon Standard Specifications for construction. As a general rule, the most stringent specification for any conflicting specifications shall prevail. 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 any work that will be performed on Saturday, Sunday or Holidays or other than normal working hours. Normal working hours are 7:00 a.m. to 6:00 p.m., per Ordinance No. 3848.

### **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 unless otherwise noted. All persons engaged in business in fulfillment of this Contract must have a valid City of Pendleton Business License or the Contractor must have a valid Construction Project License for this project.

### **5. SCHEDULING**

Contractor will be required to submit a project schedule five (5) days prior to construction and shall update and resubmit the project schedule every two (2) weeks to the City's Project Manager.

### **6. UNCLASSIFIED EXCAVATION / TRENCHING**

All excavation or trenching material shall be unclassified material regardless to type, nature, characteristic, and/or condition of the material to be encountered, and is considered incidental to the installation of the lift station and sewer line. The Contractor, by signing the Proposal, has certified that he has carefully examined the Plans and work site; that he has satisfied himself as to the nature and location of the work, quality and quantity of material required and the character of equipment and facilities needed to accomplish the work; and he has included any costs associated with the extra effort of excavating unclassified material in his unit cost of excavation, or lineal foot of utility trenches, sewer pipe installed. Contractor is responsible for compaction of all trench backfill. Trench compaction and backfill is considered incidental to the installation of the sewer line and lift station.

### **7. PROCUREMENT AND INSTALLATION OF LIFT STATION**

The Contractor will be responsible for, but not limited to, the following for the new lift station: procurement, off-loading, installation, and demonstration of function. The Contractor shall procure the pre-approved lift station package or submit the manufacturer's specification sheet for an equal package for review by the Engineer (See Section 16 - Lift Station Package). The Contractor shall use proper equipment to off-load the lift station from the delivery truck and store it until installation occurs. The Contractor will be responsible for resolving any issues that occur during shipping and delivery of the new lift station. The Contractor will also be responsible for any damage caused during off-loading or installation of the new lift station. The Contractor shall coordinate with Simtek to program control panel following installation and demonstration of function of the new lift station. The contact information for Simtek will be available from the City when needed. Price for this bid item shall include, but is not limited to, all costs associated with procurement, off-loading, and installation of the lift station, excavation, shoring placement or benching, dewatering, anchoring, backfill materials, backfill placement and compaction, all labor, materials, equipment, and tools necessary for a complete and approved job.

## **8. TEMPORARY SEWER BYPASS**

This bid item will include use of any temporary pumping system required during the electrical switch over from the old lift station to the new lift station, as well as, all excavation and piping to maintain function of existing lift station during installation of new lift station package. A bypass shall be used at the discretion of the Contractor so long as the sanitary sewer line maintains full functionality and does not cause any issues with existing services upstream of the lift station.

## **9. DOGHOUSE MANHOLE**

The Contractor will excavate, place, pour a base, channelize, cut and remove top half of pipes, and install 48" manhole barrels totaling approximately 13'. The location of the new manhole will be at the intersection point of a line 45° from the new lift station and centerline of the existing 12" concrete sanitary sewer line (See drawing C1.1). Aggregate subbase (3/4" - 0") will be placed below cast-in-place base of manhole and compacted to 95% relative compaction minimum. The bottom manhole barrel will be a saddle over the existing 12" concrete pipe and following installation of the new 12" ASTM D3034 PVC pipe, the bottom of manhole will be channeled from existing concrete pipe to new ASTM D3034 PVC pipe at a 45° angle. All connections to manhole will be sealed with grout. Flow of the existing concrete pipe shall be maintained at all times until the new lift station has been installed and demonstrated to be fully operational. Installation may need to be performed in stages in order to maintain flow of existing pipe. Any temporary damming, pumping, or channelization required due to construction staging shall be considered incidental. The Contractor shall submit manufacturers specification sheet for review by Engineer prior to installed.

## **10. SANITARY SEWER**

All sanitary sewer line installation shall comply with the Standard Specification for the City of Pendleton. All materials installed shall comply with those specified in the Plans. The Contractor shall be responsible for verifying existing pipe size and type during construction. The Engineer should be notified immediately if any discrepancies between conditions in the field and those described in the plans are discovered.

- a. The Contractor will install approximately 9 LF of 12" ASTM D3034 SDR 35 PVC sanitary pipe to connect the new 48" doghouse manhole to the new lift station. The Contractor shall submit manufacturers specification sheet for review by Engineer prior to installation. Payment for this item is based on a linear foot basis and shall include, but is not limited to, all excavation, dewatering, shoring placement, pipe bedding, backfill placement and compaction, all labor, materials, equipment, and tools for a complete and approved job.
- b. The Contractor will install approximately 22 LF of 6" ASTM D2241 Class 160 (SDR 26) PVC sanitary pipe to connect the new lift station to the existing 6" force main. The Contractor shall submit manufactures specification sheet for review by Engineer prior to installation. Payment for this item is based on a linear foot basis and shall include, but is not limited to, all excavation, dewatering, shoring placement, pipe bedding, backfill placement and compaction, all labor, materials, equipment, and tools for a complete and approved job.
- c. The Contractor will install 1 EA 45° PVC fitting to connect the new force main pipe from the new lift station to the existing force main pipe. The fitting shall be Class 160 or equivalent pressure rating. The Contractor shall submit manufacturers specification sheet for review by Engineer prior to installation. The Contactor shall also submit methodology description for PVC pipe connections to Engineer for review prior to construction. Payment for this item stall include, but is not limited to, all excavation, dewatering, shoring placement, pipe bedding, backfill placement and compaction, all labor, materials, equipment, and tools for a complete and approved job.
- d. The Contractor will install 1 EA 90° PVC fitting to connect the reducer from the new lift station to the new force main pipe. The fitting shall be Class 160 or equivalent pressure rating. The Contractor shall submit manufacturers specification sheet for review by Engineer prior to installation. The Contactor shall also submit methodology description for PVC pipe connections to Engineer for review prior to construction. Payment for this item stall include, but is not limited to, all excavation, dewatering, shoring placement, pipe bedding, backfill placement and compaction, all labor, materials, equipment, and tools for a complete and approved job.

### **11. ELECTRICAL CONDUIT AND WIRING**

The Contractor shall install and/or extend electrical conduit and wiring from the existing control panel(s) to the new lift station. The Contractor will be responsible for completing all electrical work necessary to demonstrate the lift station is fully operational prior to project completion. Payment for this item shall be made for complete installation and electrical connection. Electrical connection shall be made by an Oregon Licensed Electrician. Price shall include, but is not limited to, all excavation, shoring, dewatering, bedding, backfill placement and compaction, conduit installation, wire installation, wire connections, all labor, materials, equipment, and tool necessary for a complete and approved job. Contractor to obtain all required electrical permits. City will waive fee of electrical permit.

### **12. BOLLARD POSTS**

Payment for this item shall be made at the unit price per post installed as shown in the Plans. Bollard posts shall be 6" in diameter, standard steel posts with 1/4" minimum wall thickness. Standard posts to be filled with concrete. Concrete used for fill and footings shall be domed to facilitate drainage. The concrete in the center of the post fill and directly adjacent to the post in the footing shall be a minimum of 1/2" higher than edges. The foundation shall be 18" in diameter minimum with the posts embedded a minimum of 18" in the foundation. Removable bollards shall have pipe sleeve with 9" by 9" by 1/4" thick plate welded to bottom of sleeve. Plate will have 1" hole in center to facilitate drainage of the sleeve. Drainage pipe shall be placed in foundation aligned with 1" hole in sleeve base. Drainage pipe shall be 1" in diameter and extend from sleeve base through concrete foundation to native soil. Posts shall be spaced at 6' on center. Unit price shall include, but is not limited to, all unclassified excavation, dewatering, backfill materials, backfill placement and compaction, all labor, material, equipment, and tools necessary for a complete and approved job.

### **13. CONCRETE BASE AND BALLAST**

A total of 2.5 cubic yards of 5 sack, 3,000 psi concrete, weighing an average of 150 pounds per cubic foot, is required as a buoyancy ballast mass to counter-act the possible buoyancy forces under the lift station during high ground water conditions. A portion of this concrete mass shall be placed under the lift station at a minimum of 12" thick to act as a foundation slab. The lift station shall be permanently attached to the slab with a minimum of 4 ea. - 5/8" diameter stainless steel bolts, as shown in the plans and embedded a minimum of 8" within the concrete slab and held in place with a high strength epoxy having a minimum shear strength of 3,000 psi. Hook bolts with a minimum of 3" long hook may be used as an alternative fastening method. Immediately after pouring the foundation pad in the lift station excavation area, the pad shall be smoothed and leveled to ensure the lift station, once attached, will sit plumb. The remaining volume of concrete required to fulfill the entire 2.5 cubic yard mass shall be placed on top of the foundation pad and around the circumference of the pump station. Payment for this item shall be made at the total price of the placement of the entire 2.5 cubic yards of concrete installed. Price shall include, but is not limited to, all dewatering, shoring, materials, concrete placement, finishing and leveling, all labor, materials, equipment, and tools necessary for a complete and approved job.

### **14. REMOVAL AND ABANDONMENT OF EXISTING LIFT STATION**

The Contractor will be responsible for disassembly of the equipment of the existing lift station vault and wet well. All equipment will be required to be removed from the existing vault and wet well. All items removed shall be legally disposed of off-site. The Contractor will also be responsible for the abandonment of the existing wet well/vault and sewer pipes. The abandonment of the existing wet well shall include the removal of the top two feet of the existing concrete vault, the filling of the existing wet well within two feet of finish grade with controlled density fill or concrete, and the restoration of decorative rock within the project area including the two feet of wet well depth/vault not filled with controlled density fill or concrete. A bollard post shall be placed in the center of the abandoned wet well. Payment for this item shall be made for the total price to remove all equipment and abandon the existing lift station. Price shall include, but is not limited to, all shoring, pumping, dewatering, washing, controlled density fill, backfill placement and compaction, all labor, materials, equipment, and tools necessary for a complete and approved job. Price shall also include all clean up and restoration work required to restore right-of-way and adjacent private property to original condition or better.

### **15. CONCRETE PLUG/SEAL/FILL ABANDONED SEWER PIPE**

Contractor shall abandon old, unused sewer pipe by removing or filling/sealing pipe. The unused channel in the new doghouse manhole shall be filled and finished as a shelf. Pipe should be abandoned following transfer of use to new lift station. Price shall include, but is not limited to, pumping, dewatering, washing, concrete, excavation, diversion

material, all labor, materials, equipment, and tools necessary for a complete and approved job.

## **16. LIFT STATION PACKAGE**

The construction of the sewer lift station will meet the following specifications:

- a. Submersible, attached valve vault, fiberglass, rail system, sewage lift station.
- b. The Contractor is to provide and install a one piece, UL listed, fiberglass wet well and valve vault with associated pumps, valves, and related equipment.

### **I. MANUFACTURER**

The lift station manufacturer shall be required to affix an Underwriter's Laboratories (UL) label attesting to the compliance of the assembled equipment under the packaged pump station systems (QCZL) UL Listing Category. This label shall be inclusive of the entire station with enclosure so as to demonstrate compliance with National Electrical Code requirements for working clearances and wiring procedures. Equipment manufactured without this third-party certification label or equipment manufactured by an outside source or "brokered equipment" defined as systems not assembled on the premises of the named manufacturer by the company's employees **WILL NOT** be considered as equal. Due to known integrity issues with concrete wet wells, such as deterioration, leaking, ground water infiltration, etc., wet wells made of concrete shall not be acceptable.

### **II. STRUCTURES**

- a. Fiberglass basin/valve box: Unless otherwise indicated, the plastic terminology used in this specification shall be in accordance with the definitions given in the American Society for Testing and Materials (ASTM) designations D3753-99. Other methods of manufacturing shall not be acceptable.
- b. The resin used shall be of a commercial grade and shall be evaluated as a laminate by test or determined by previous service to be acceptable for the environment. The resins used may contain the minimum amount of fillers or additives required to improve handling properties. Up to 5% by weight of thixotropic agent that will not interfere with visual inspection may be added to the resin for viscosity control. Resins may contain pigments and dyes by agreement between the fabricator and engineer, recognizing that such additions may interfere with visual inspection of laminate quality.
- c. The reinforcing material shall be a commercial grade of glass fiber having a coupling agent that will provide a suitable bond between the glass reinforcement and the resin.
- d. The laminate shall consist of an inner surface, an interior layer, and an exterior layer of laminate body.
- e. The inner surface shall be free of cracks and crazing with a smooth finish and with an average of not over two pits per square foot, provided the pits are less than 1/8" in diameter with not over 1/32" deep and are covered with sufficient resin to avoid exposure of inner surface fabric. Some waviness shall be permissible as long as the surface is smooth and free of pits. This may be a gelcoat surface or reinforced with glass surface veil.
- f. The interior layer shall have a minimum of 0.100 inch of the laminate next to the inner surface shall be reinforced with not less than 20 percent nor more than 30 percent by weight of noncontinuous glass strands having fiber lengths from 0.5 to 2.0 inches.
- g. The exterior layer of the body of laminate shall be of construction suitable for the service intended and contain sufficient glass by weight to provide the aggregate strength necessary to meet the tensile and flexural requirements. The exterior surface shall be relatively smooth with no exposed fiber or sharp projections. Handwork finish is acceptable, but enough resin shall be present to prevent fiber show. Three lifting pipes that utilize a 360° rotatable lug shall be imbedded in the exterior layer. The pick points are designed to prevent undo stress on the tank when picking and setting the tank. Lugs that are not rotatable shall not be acceptable.
- h. The tank/valve box must be designed to withstand wall collapse based on the assumption of



hydrostatic type loading by backfill with a density of 120 pounds per cubic foot. The tank wall laminate must be constructed to withstand or exceed two times the actual imposed loading on any depth of basin. Stress calculations must be submitted verifying the results obtained using 120 pounds per cubic foot hydrostatic pressure and times actual imposed loading on any depth basin.

- i. The tank bottom shall be of 0.25" A36 steel plate. The steel base shall be completely encapsulated in fiberglass resin to prevent corrosion. Tank bottom must be constructed suitable for the service designated by the project engineer. Under total water submerged conditions, the center deflection of any empty tank bottom must be less than 3/8" as not to interfere with bottom pump mounting requirements and rail systems. 5/8" stainless steel studs used to anchor the discharge elbows shall be welded to the steel base before the top resin overlay and hopper style bottom is applied. The hopper design shall move solids to the center of the wet well and shall be not less than 12" up the wall and 12" on the bottom, creating a 45° slope.
- j. The width of the first layer of joint overlay shall be 12" minimum. Successive layers shall uniformly increase in width to form a smooth contour laminate that is centered on the joint  $\pm 1/2"$ . A highly filled resin paste may be placed in the crevices between joined pieces leaving a smooth surface for lay-up. The cured resin surface of the parts to be joined shall be roughened to expose glass fiber. This roughened area shall extend beyond the lay-up areas so that no reinforcement is applied to an unprepared surface. Surfaces shall be clean and dry before lay-up. The entire roughened area shall be coated with resin after joint overlay is made.
- k. The finished laminate shall be as commercially practicable from visual defects such as foreign inclusions, dry spots, air bubbles, pinholes, dimples and delamination. The surfaces shall be relatively smooth; hand finish is acceptable, with no exposed fibers or sharp projections.
- l. The top flange and cover O.D. shall assure a tight fit and afford ease of access not possible with recessed covers. Nut-serts shall be inserted in all bolt holes of the top flange and shall be positively locked with threads and resin to prevent stripping. A 10-hole pattern shall accommodate the mounting of a one-piece or split steel cover.

### **III. COVER**

Cover shall be of .375" galvanized steel construction with an outside diameter equal to the outside diameter of the top flange of the basin/valve box. The cover shall be secured to the basin with stainless steel bolts and stainless-steel bolts will hold access hatches securely to the basin cover. Access hatches will be made of diamond plated aluminum with double doors and recessed hinges. Provisions for a padlock will be provided.

### **IV. CORROSION PROTECTION**

After fabrication, the basin/valve box cover shall be slagged to remove weld splatter and lux. The steel shall then be cleaned with a hot alkaline cleaner to remove oil and grease. The complete unit will then be placed in a hot acid bath "pickling" solution to remove surface rust, mill scale, and similar deposits for a pure metallic surface. After "pickling", the steel cover shall be immersed into the molten zinc at approximately 850° F to a minimum thickness coating of 2.0 ounces of zinc per square foot of surface area. Hot-dipped galvanizing will be done in accordance with American Hot-Dip Galvanizers Association (AHDGA) and ASTM A-123 standards. Painted steel covers requiring periodical painting and ongoing maintenance costs to the owner shall not be considered as "equal" to hot-dipped galvanizing.

### **V. PUMPS AND GUIDE RAILS**

#### **a. Operating Conditions**

Each pump shall be rated 5 HP, 460 volts, 3 phase, 1750 rpm. The unit shall produce 200 U.S. gpm @ 20ft TDH with a minimum pump efficiency of 55%. The pump shall be capable of handling a 3" spherical solid. The pump shall be non-overloading throughout the entire range of operation without employing service factor. The pump shall reserve a minimum service factor of 1.20. The performance curve submitted for approval shall state in addition to head and capacity performance, the pump efficiency, solid handling capacity and reflect motor service factor.

**b. Construction**

The pump shall be a centrifugal, non-clog, explosion proof, solids handling and submersible wastewater type Model S4HX500FC as manufactured by Hydromatic Pump. The pump volute, motor and seal housing shall be of high-quality gray cast iron ASTM Z-48, Class 30. The pump discharge shall be fitted with a 4" standard ASA 125 lb. flange, faced and drilled. All external mating parts shall be flameproof joints with special labyrinth joint to prevent a flame or spark to travel to the media being pumped. Gaskets shall not be acceptable. All fasteners exposed to the pumped liquids shall be 300 series stainless steel.

**c. Power Cord**

- 1) The electrical power cords shall be STW-A water resistant 600V, 60° C, UI and CSA approved and applied dependent on amp draw for size. Cords shall be a minimum of 40' each with the ability to cut down to desired length. The pump shall be triple protected with a compression fitting and two epoxy potted areas at the power cord entry to the pump. A separation between the junction box area of the pump and the motor be it a stator lead, sealing gland or terminal board shall not be acceptable.
- 2) The power cable entry into the cord cap assembly shall first be made with a compression fitting. Each individual lead shall be stripped down to bare wire at staggered intervals, and each strand shall be individually separated. This area of the cord cap shall then be filled with an epoxy compound potting which will prevent water contamination to gain entry even in the event of wicking or capillary attraction. The power cord leads shall then be connected to the motor leads with extra heavy connectors having brass inserts with a screwed wire-to-wire connection, rather than a terminal board that allows for possible leaks.
- 3) The connection box wiring shall be separated from the motor housing wiring by stripping each lead down to bare wire, at staggered intervals, and separating each strand. This area shall be filled with an epoxy compound potting. Fiberglass terminal boards which are subject to heat fatigue and cracking and which may lead to possible leaks shall not be acceptable. The cord cap assembly where bolted to the connection box assembly and the connection box assembly where bolted to the motor housing shall each be sealed with a rubber O-ring on a beveled edge to ensure proper sealing.

**d. Motor**

- 1) The stator, rotor and bearings shall be mounted in a sealed submersible type housing. The stator windings shall have Class F insulation (155°C or 311°F) and a dielectric oil filled motor, NEMA B design. Winding thermal sensors shall provide further protection. Motor shall be explosion proof, class 1, division 1, group C & D.
- 2) The pump and motor shall be specifically designed so that they may be operated partially or completely submerged in the liquid being pumped. The pump shall not require cooling water jackets. Dependence upon, or use of, water jackets for supplemental cooling shall not be acceptable.
- 3) Stators shall be securely held in place with a removable end ring and threaded fasteners so they may be easily removed in the field without the use of heat or a press. Stators held by a heat shrink fit shall not be acceptable. Stators must be capable of being repaired or rewound by local motor service station. Units that require service only by the factory shall not be acceptable. No special tools shall be required for pump and motor disassembly.
- 4) The pump shall be equipped with heat sensors. The heat sensor shall be a low resistance, by metal disc that is temperature sensitive. It shall be mounted directly on the stator windings and sized to open at 120°C and automatically reset at 30° - 35°C differential. The sensors shall be connected in series with motor starter coil so that the starter shall be equipped with 3 leg overload heaters so all normal overloads are protected by the starter.

- 5) Contractor shall include 2 each intrinsic barrier dual channel 120VAC relays for the pump motors.

**e. Bearings and Shaft**

- 1) An upper radial bearing and a lower thrust bearing shall be required. These shall be heavy-duty, single row ball bearings that are permanently lubricated by the dielectric oil that fills the motor housing. Double row, sealed grease packed bearings shall not be acceptable. Bearings that require lubrication according to a prescribed schedule shall not be acceptable.
- 2) The shaft shall be machined from a solid 303 stainless steel forging and be a design which is of large diameter with minimum overhang to reduce shaft deflection and prolong bearing life

**f. Seals**

- 1) The pump shall have two mechanical seals mounted in tandem with an oil chamber between the seals. Rotating seal faces shall be carbon and the stationary seal faces shall be ceramic. The lower seal shall be replaceable without disassembly of the seal chamber and without the use of special tools.
- 2) Pump-out vanes shall be present on the backside of the impeller to keep contaminants out of the seal area. Units that require the use of tungsten-carbide seals or foreign manufactured seals shall not be acceptable. Seals shall be locally available.
- 3) The pump shall be equipped with a seal leak detection probe and warning system. This shall be designed to alert maintenance personnel of lower seal failure without having to take the unit out of service for inspection or requiring access for checking seal chamber oil level and consistency.
- 4) There shall be an electric probe or seal failure sensor installed in the seal chamber between the two tandem mechanical seals. If the lower seal fails, contaminants which enter the seal chamber shall be detected by the sensor and send a signal to operate the specified warning device. Units equipped with opposed mechanical seals shall not be acceptable.

**g. Impeller**

- 1) The impeller shall be of the multi-vane or recessed non-clogging design and have pump-out vanes on the front and backside of the impeller to prevent grit and other materials from collecting in the seal area. Single vane design impellers which cannot be easily trimmed and which do not maintain balance with wear causing shaft deflections and reducing seal and bearing life are not acceptable.
- 2) Impellers shall be dynamically balanced. The tolerance values shall be listed below according to the International Standard Organization Grade 6.3 for rotors in rigid frames. The tolerance is to be split equally between the two balance planes that are the two impeller shrouds.

RPM	TOLERANCE
3500	0.01 in - oz/lb of impeller weight
1750	0.02 in - oz/lb of impeller weight
1150	0.025 in - oz/lb of impeller weight
870	0.03 in - oz/lb of impeller weight

- 3) The impeller shall be slip fit to a tapered shaft and key driven. A 300 series stainless steel washer and impeller bolt shall be used to fasten the impeller to the shaft. Straight end shafts and/or threaded shafts for attachment of the impeller shall not be acceptable.

**h. Discharge Base Elbow**

A discharge base elbow designed to mount directly on the sump floor shall be supplied

for each pump. It shall have a standard 125 lb flange faced and drilled on the outlet side with a machined mating inlet connection. The design shall be such that the pump to discharge connection is made without the need for any nuts, bolts or gaskets. The base elbow shall also anchor and align the two 2" guide rails.

**i. Sealing Flange With Rail Guide**

A sealing flange/rail guide bracket shall be mounted on each pump discharge. It shall have a machined mating flange that matches the base elbow discharge connection. Sealing of this discharge connection shall be accomplished by a simple linear downward motion of the pump culminating with the entire weight of the pumping unit supported entirely by the base elbow. The contractor shall ensure that the pump to flange connection adequately seals for proper pumping. Any further adjustment required will be the responsibility of the contractor.

**j. Upper Guide Bracket**

The upper guide bracket shall align and support the two guide rails at the top of the sump. It shall bolt directly to the hatch frame and incorporate an expandable rubber grommet for secure rail installation.

**k. Guide Rails**

The dual rail guide design keeps the pump in proper alignment with the stationary discharge piping. These rails shall be 2" stainless steel pipe which bolt directly to the base elbow and to the access frame at the top of the wet well by an upper guide rail bracket.

**VI. LIFTING CHAIN**

The submersible pump station shall be provided with a pump hoisting system. Each pump shall be equipped with a 2 ft section of 5/16" 300 series stainless steel and a 3/8" nylon guide rope. The lifting chain and associated equipment shall be rated for a minimum working load limit of 500 lbs.

**VII. ELECTRICAL PANEL**

Existing electrical panel to remain. The Contractor shall be responsible for completing or coordinating connection to new lift station in order to demonstrate full functionality of new lift station.

**VIII. CONTROL PANEL**

Existing control panel to remain. The Contractor shall be responsible for completing or coordinating connection to new lift station in order to demonstrate full functionality of new lift station.

**IX. PIPING**

**a. Ductile Iron Pipe**

All pipe and fittings shall be ductile iron pipe meeting ASTM A48 material specifications. All piping shall be cement lined and asphaltic coated. Each pump discharge pipe shall be 4" in diameter and end in a flanged connection. A common 4" flanged discharge line shall leave the valve box.

**b. Plug Valve**

- 1) Valves shall be of the non-lubricated eccentric type with an elastomer covering all seating surfaces. The elastomer shall be suitable for the service intended. Flanged valves shall be manufactured in accordance with ANSI B 16.1 including facing, drilling and flange thickness.
- 2) Valve bodies shall be ASTM A-126 Class B cast iron. Valves 3" and larger shall be furnished with a welded-in overlay seat of not less than 90% nickel in accordance with AWWA C507-73. Sprayed, plated or screwed in-seats are not acceptable.
- 3) Plugs shall be of ASTM A-536 Grade 65-45-12 in compliance with AWWA C-504 Section 2.2. The plugs shall be of one-piece construction with PTFE thrust bearings on the upper and

lower bearing journals to reduce torque and prevent dirt and grit from entering the bearing and seal area.

**c. Check Valves**

- 1) Plugs shall be of ASTM A-536 Grade 65-45-12 in compliance with AWWA C-504 Section 2.2. The plugs shall be of one-piece construction with PTFE thrust bearings on the upper and lower bearing journals to reduce torque and prevent dirt and grit from entering the bearing and seal area.
- 2) All cast iron shall conform to ASTM-A-126 Class B. Castings shall be clean and sound without defects that will impair their service. No plugging or welding of such defects will be allowed. Check valve clappers shall be all bronze in sizes 2" through 4" and cast iron in 6" through 30". Seat facing for all sizes shall be neoprene rubber. The neoprene rubber ring shall be securely held in position by a bronze clamp ring mechanically attached to clapper assembly. Hinge pins shall be 18-8 Stainless Steel rotating in bronze plugs.
- 3) Check valves shall be constructed to permit top entry for complete removal of internal components without removing the valve from the line. Glands shall be O-rings in valves sizes 2" through 12". When specified for application conditions of rapid flow reversal, vertical installation or back flushing, the check valves shall be equipped with adjustable outside manual operation lever and spring to accomplish faster closing and to minimize slamming effect. Bosses shall be provided on check valves that may be tapped for draining or used for by-pass.

**X. ACCESSORIES**

One complete replacement pump shaft seal and case O-ring gaskets shall be supplied with each equipment.

**XI. EQUIPMENT MANUFACTURER**

In these specifications and accompanying drawings, specific equipment and materials are deemed most suitable for the service anticipated. The lift station shall be the product of a manufacturer with a minimum of thirty years of experience in the design and manufacturing of package pump stations. The manufacturer of the pump station and the manufacturer of the fiberglass wet well/valve vault shall work in concert with each other to assure the highest quality product. Both manufacturers shall be no more than 300 miles from the job site and shall be available for startup and support. Manufacturers farther away will not be allowed.

**XII. WARRANTY**

- a. Contractor must warrant all products to be free from defects in material and factory workmanship for a period of one year from date of start-up by owner provided the product is properly installed, serviced and operated under normal conditions according to the manufacturer's instructions. Other warranties, as put forth by original equipment manufacturers, shall prevail when such equipment is used and overrides the contractor's warranty.
- b. Contractor shall ensure that all components fit together and operate correctly before turning the pump station over to the City after start-up. The contractor will not be entitled to any additional compensation for adjustments that are required in order to correct initial assembly or mechanical problems.
- c. Major components which fail to perform or prove defective in service during the warranty period and are determined by the manufacturer to have failed because of defect in workmanship or materials shall be replaced, repaired or satisfactorily modified by the manufacturer F.O.B. factory or authorized warranty service station. The warranty shall not assume responsibility for removal, reinstallation or freight.

**XIII. WARRANTY EXCEPTIONS**

- a. Items that must be replaced because of normal wear, such as pump seals, packing, light bulbs, grease,

etc.

- b. Items that have been subject to misuse, neglect, or accident.
- c. Products that have been repaired or altered outside the manufacturer's factory without written authorization from the manufacturer.
- d. Products that are not started up by a manufacturer's representative within sixty (60) days after delivery to the job site unless special maintenance instructions are requested from the factory in writing before the sixty (60) days have expired.

**16. SURVEYING**

The City will provide surveying layout with locations of all angle points, dog house manhole, and lift station location. Contractor must give 48 hrs. notice to the City for surveying. Contractor will be responsible to protect survey stakes once placed. Contractor may be billed for re-staking if means of protection were not administered.

**17. INCIDENTAL ITEMS**

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

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

Contractor shall furnish in writing a work schedule for the Project. Project schedule shall be updated and resubmitted every two (2) weeks. **The Project must be completed prior to January 31st, 2025.** 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, for work not completed by **January 31st, 2025.** Sundays and legal holidays shall be excluded in determining days of default.

# MCKENNON ROAD LIFT STATION REPLACEMENT PROJECT

4890 NW MCKENNON RD.  
PENDLETON, OR 97801



## SHEET INDEX

SHEET NUMBER	SHEET DESCRIPTION
C1.0	EXISTING CONDITIONS AND DEMOLITION PLAN
C1.1	PROPOSED LIFT STATION AND CONNECTIONS
D1.0	LIFT STATION DETAILS
STD DWG 300	STANDARD 48" MANHOLE
STD DWG 303	DOGHOUSE MANHOLE
STD DWG 304*	STANDARD MANHOLE CHANNEL
DETAIL B1	STANDARD BOLLARD POST
DETAIL B2	REMOVABLE BOLLARD POST

### General Notes

ALL WORK SHALL CONFORM TO THE LATEST VERSION OF THE CITY OF PENDLETON STANDARD SPECIFICATIONS.

THE CONTRACTOR SHALL COMPLY WITH O.R.S. 757.542 THROUGH 757.562. CONTRACTOR SHALL NOTIFY OREGON UTILITY NOTIFICATION CENTER FOR UTILITY LOCATIONS AT LEAST TWO, BUT NOT MORE THAN TEN DAYS PRIOR TO EXCAVATION. DAMAGE TO UTILITIES SHALL BE CORRECTED AT CONTRACTOR'S EXPENSE.

BAR IS ONE INCH ON ORIGINAL DRAWING.  
0 1"  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



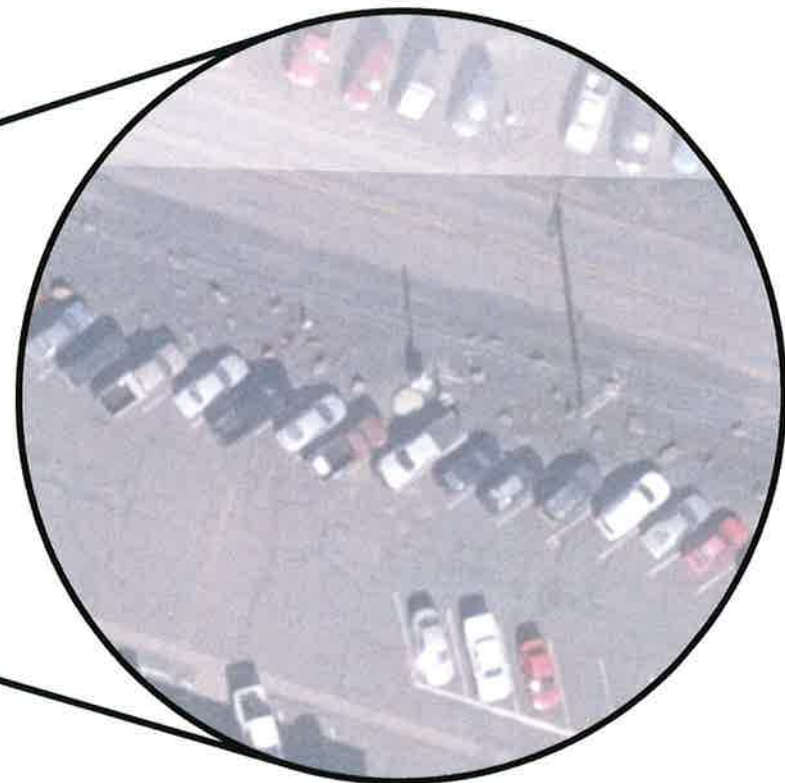
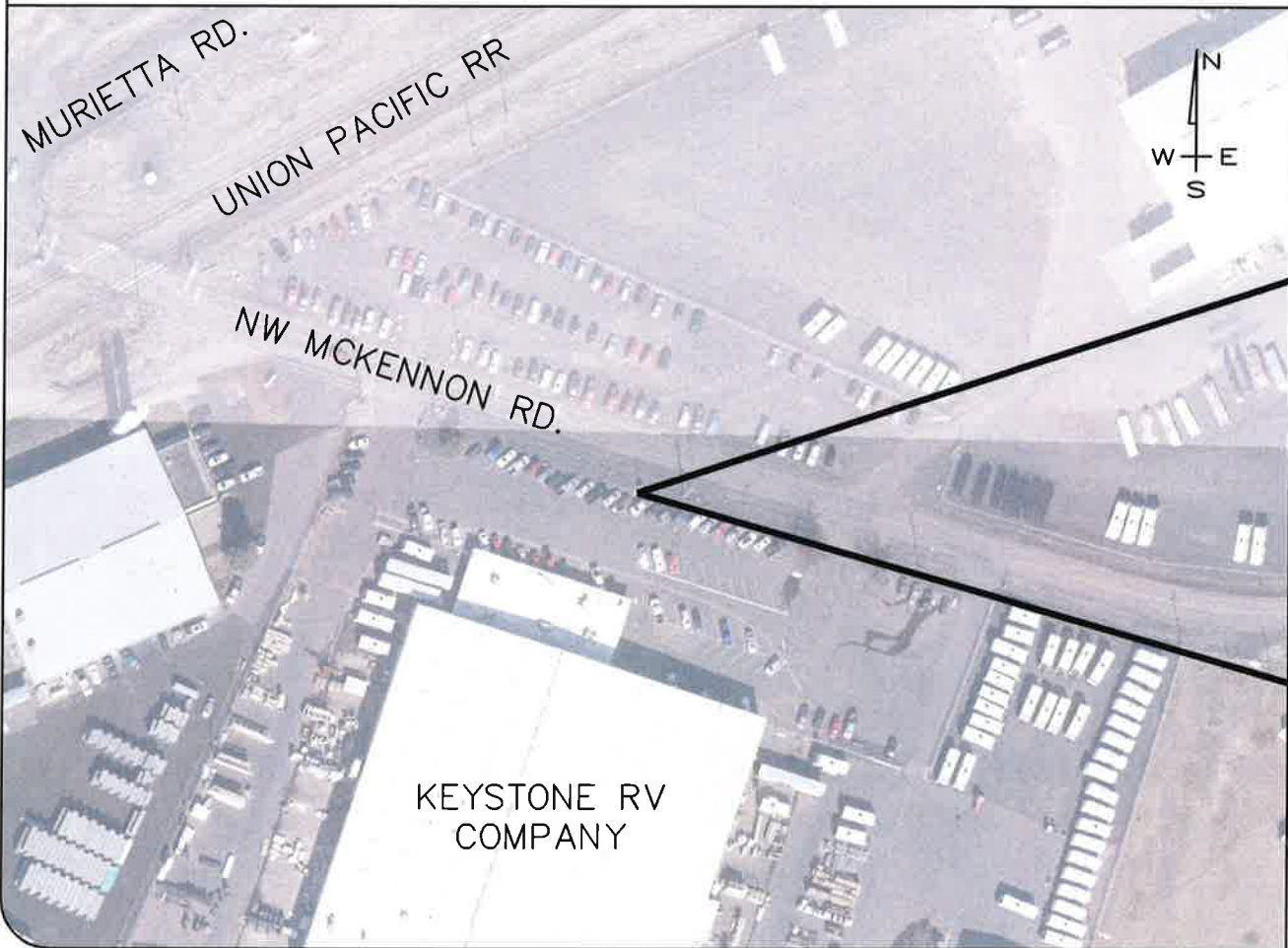
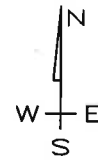
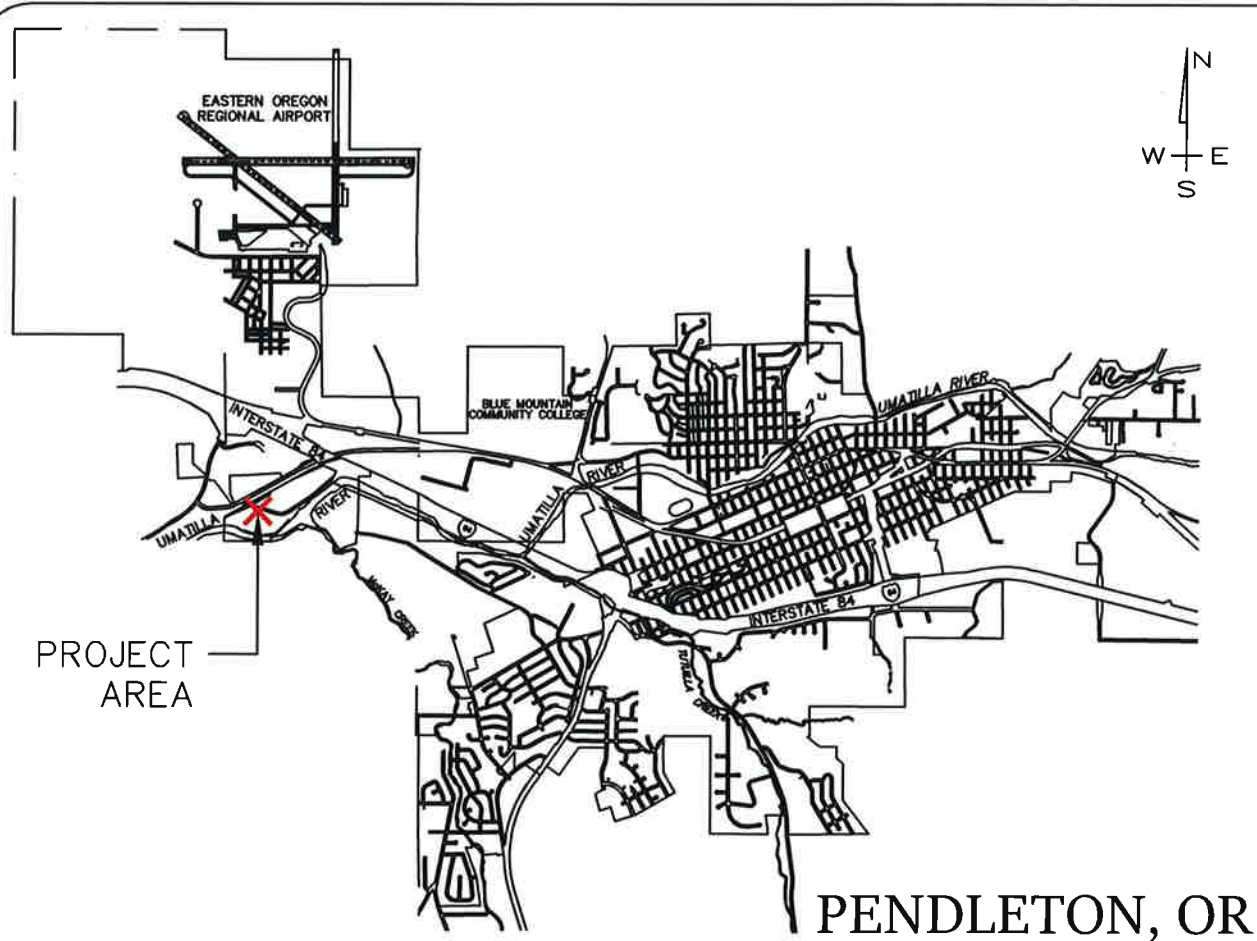
RENEWAL: JUN 30 2026  
SIGNED: JUN 21 2024

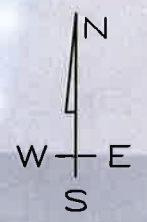
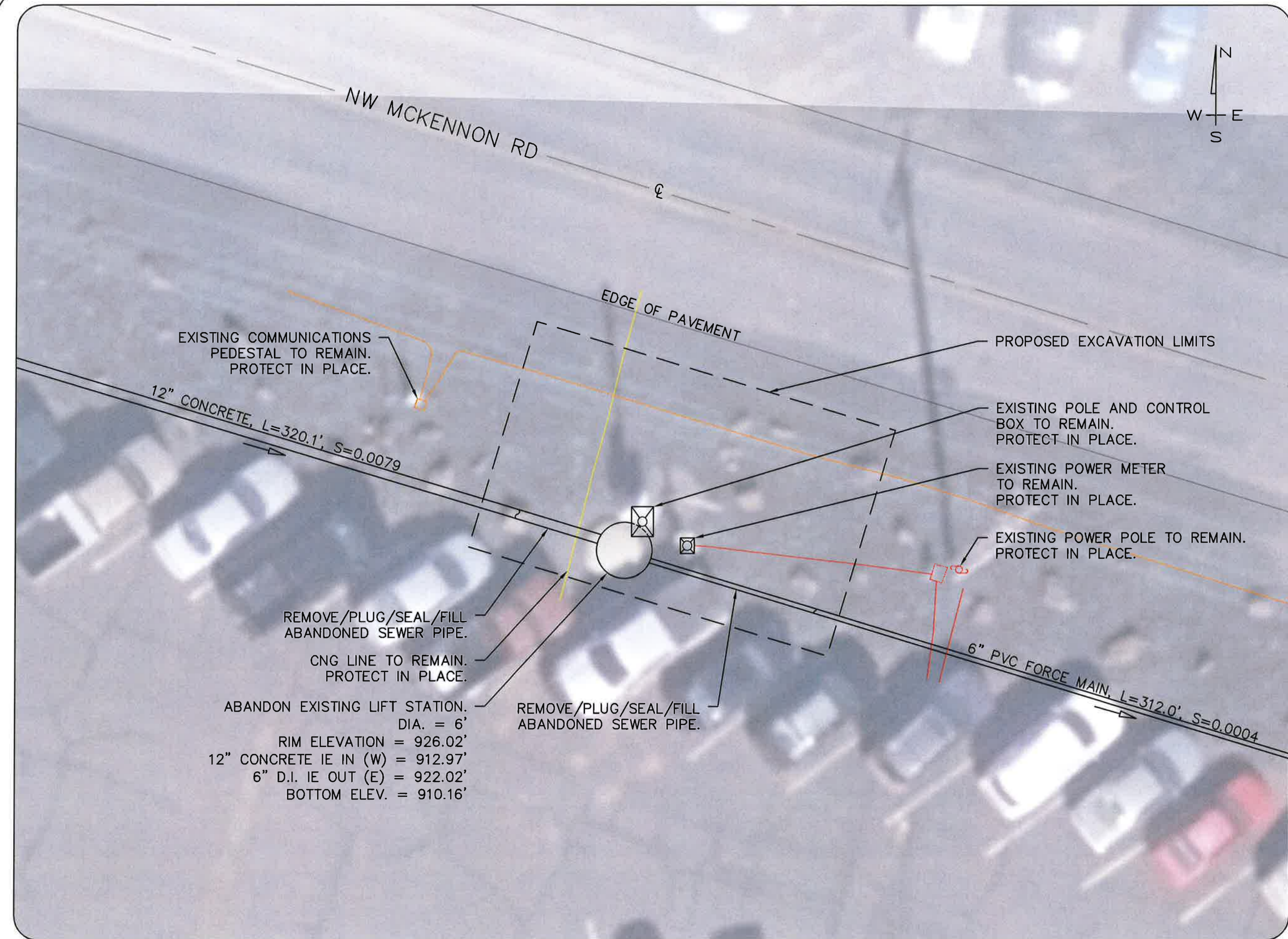
No.	Revision/Issue	Date

Firm Name and Address  
CITY OF PENDLETON  
ENGINEERING DEPT  
500 SW DORION AVE.  
PENDLETON, OR 97801  
(541) 966-0203

Project Name and Address  
MCKENNON RD LIFT STATION  
4890 NW MCKENNON RD  
PENDLETON, OR 97801  
COVER SHEET

Project MCKENNON L.S.	Sheet COVER
Date 06/19/2024	
Scale N.T.S.	





General Notes

CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD.

CONTRACTOR SHALL POTHOLE UTILITIES WITHIN EXCAVATION LIMITS TO VERIFY DEPTH PRIOR TO CONSTRUCTION.

BAR IS ONE INCH ON ORIGINAL DRAWING. 1"  
0  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



RENEWAL: JUN 30 2026  
SIGNED: JUN 21 2024

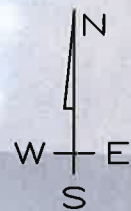
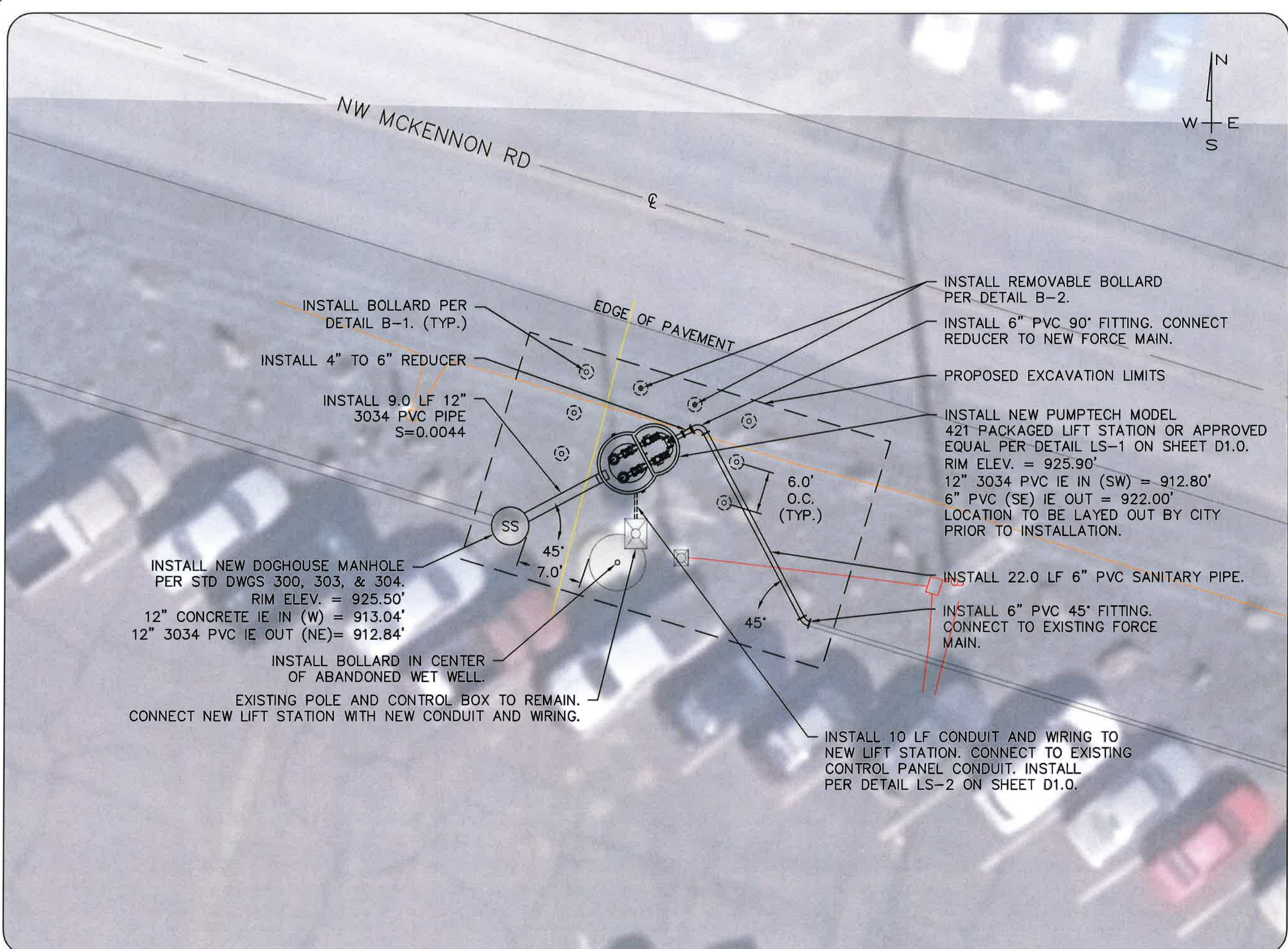
No.	Revision/Issue	Date

Firm Name and Address  
CITY OF PENDLETON  
ENGINEERING DEPT  
500 SW DORION AVE.  
PENDLETON, OR 97801  
(541) 966-0203

Project Name and Address  
MCKENNON RD LIFT STATION  
4890 NW MCKENNON RD  
PENDLETON, OR 97801  
  
EXISTING CONDITIONS AND DEMOLITION PLAN

Project MCKENNON L.S.	Sheet C1.0
Date 06/19/2024	
Scale 1" = 10'	





General Notes

CONTRACTOR TO REQUEST LAY OUT FOR LIFT STATION FROM THE CITY 48 HOURS IN ADVANCE.

BAR IS ONE INCH ON ORIGINAL DRAWING. 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



RENEWAL JUN 30 2026  
SIGNED: JUN 21 2024

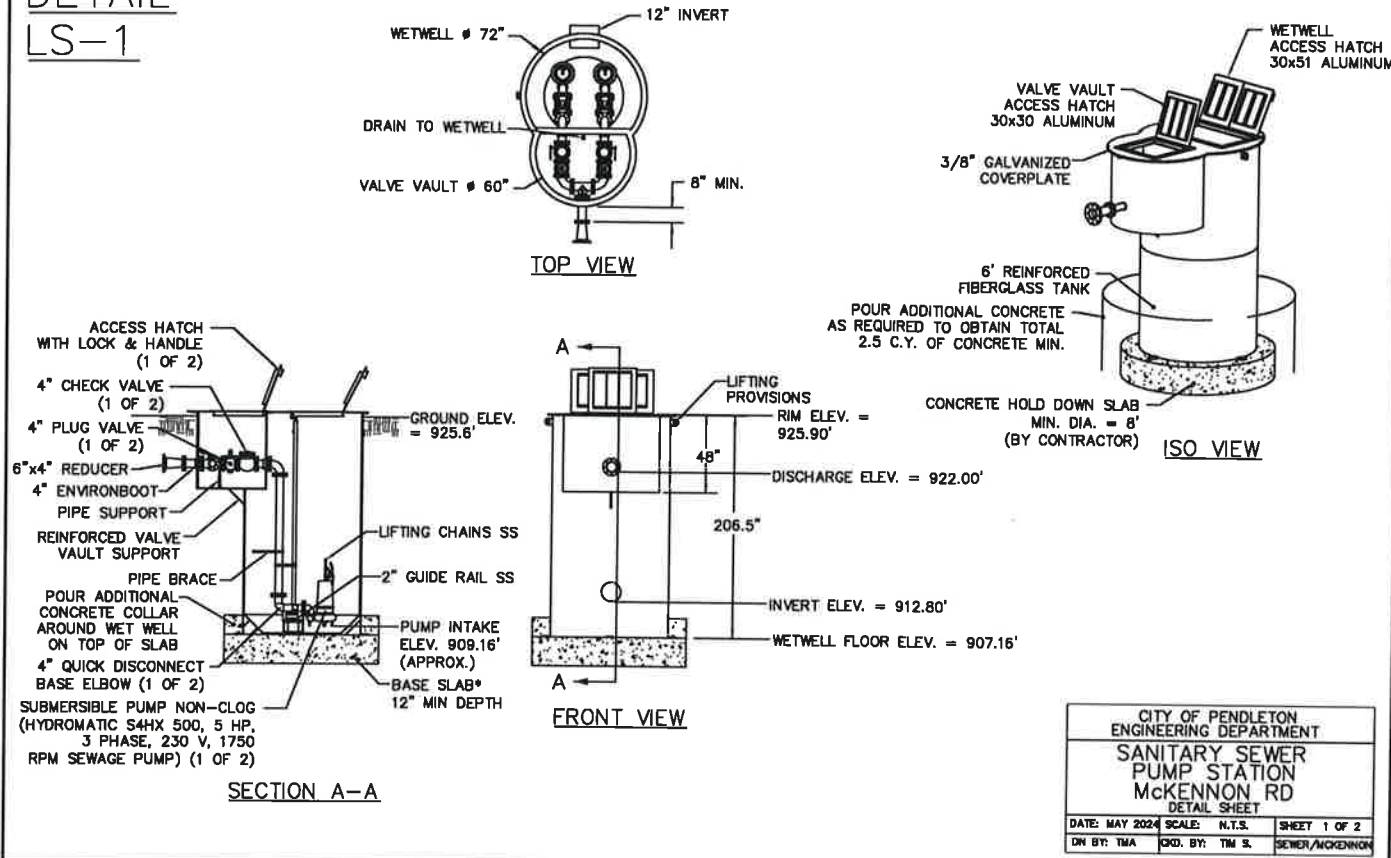
No.	Revision/Issue	Date

Firm Name and Address  
CITY OF PENDLETON  
ENGINEERING DEPT  
500 SW DORION AVE.  
PENDLETON, OR 97801  
(541) 966-0203

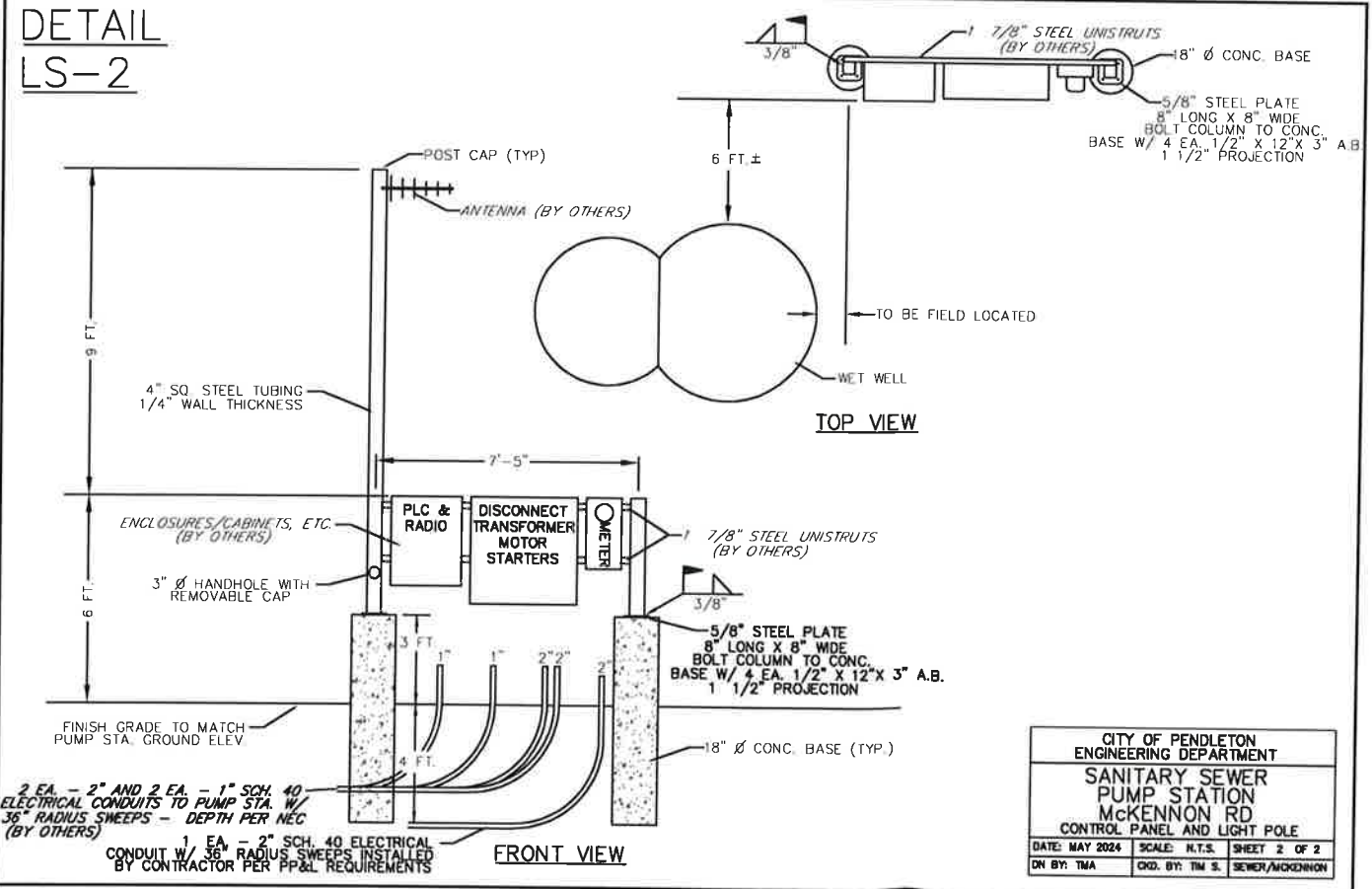
Project Name and Address  
MCKENNON RD LIFT STATION  
4890 NW MCKENNON RD  
PENDLETON, OR 97801  
PROPOSED LIFT STATION AND CONNECTIONS

Project MCKENNON L.S.	Sheet C1.1
Date 06/19/2024	
Scale 1" = 10'	

DETAIL  
LS-1



DETAIL  
LS-2



General Notes

BAR IS ONE INCH ON ORIGINAL DRAWING.  
0 1"  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALE ACCORDINGLY.



RENEWAL: JUN 30 2026  
SIGNED: JUN 27 2024

No.	Revision/Issue	Date

Firm Name and Address

CITY OF PENDLETON  
ENGINEERING DEPT  
500 SW DORION AVE.  
PENDLETON, OR 97801  
(541) 966-0203

Project Name and Address

MCKENNON RD LIFT STATION  
4890 NW MCKENNON RD  
PENDLETON, OR 97801  
LIFT STATION DETAILS

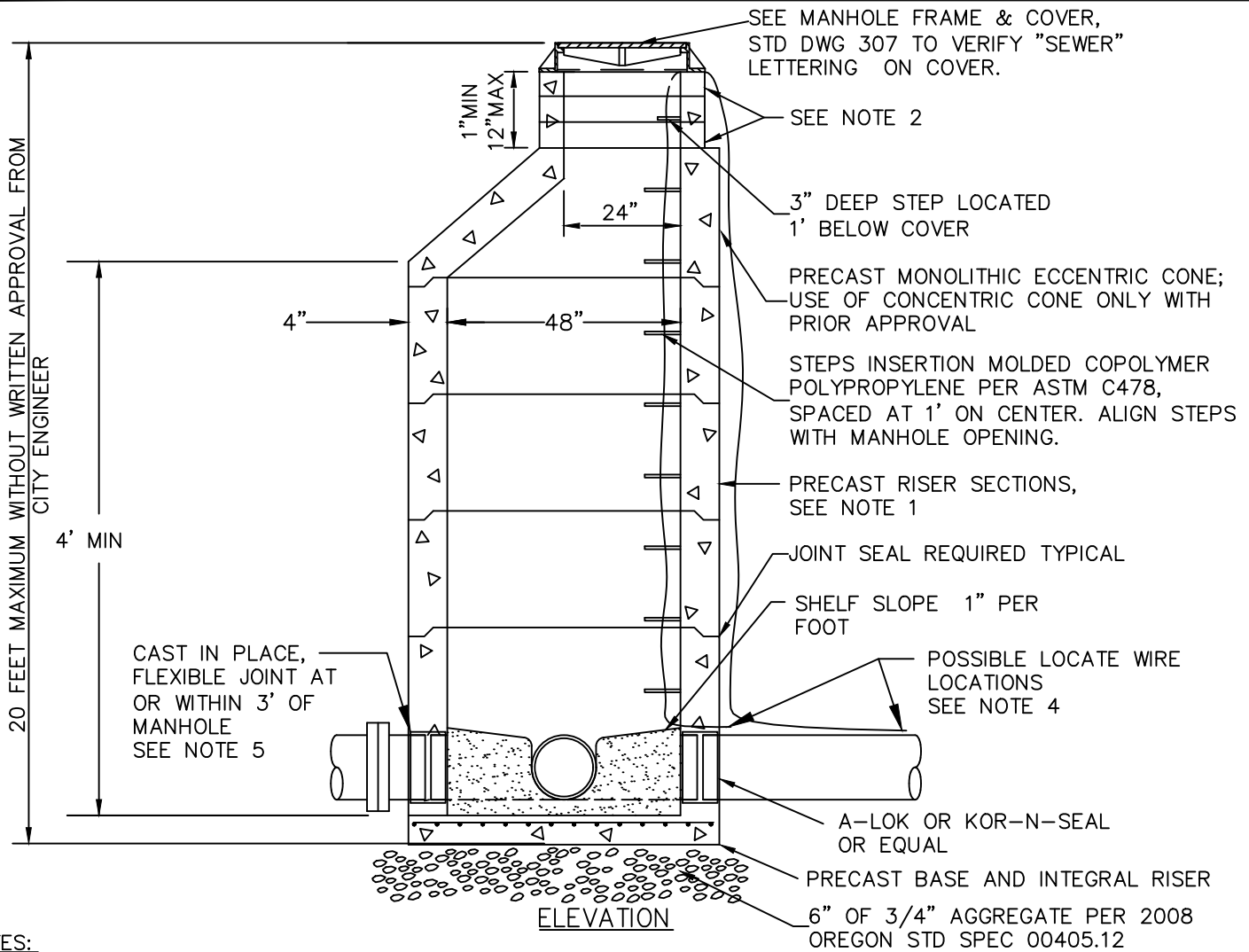
Project  
MCKENNON L.S.

Sheet

Date  
06/19/2024

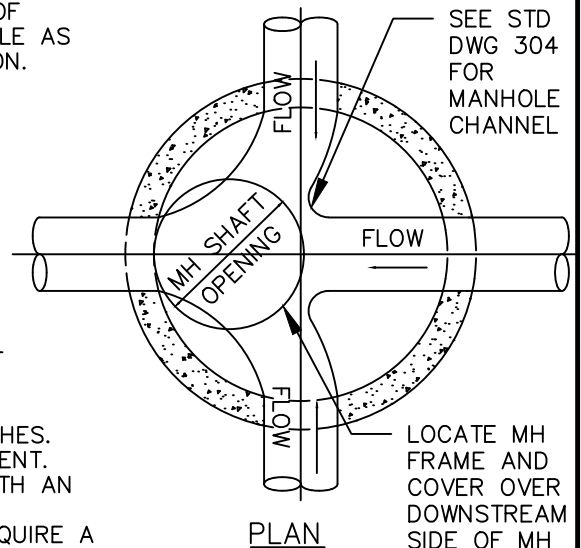
D1.0

Scale  
N.T.S.



**NOTES:**

1. ALL MATERIAL AND WORK SHALL BE IN COMPLIANCE WITH THE CITY OF PENDLETON STANDARD SPECIFICATIONS AND INSTALLATION OF MANHOLE AS PER MANUFACTURES RECOMMENDATION AND CONDITIONS FOR LOCATION.
2. MANHOLE ADJUSTMENT SEQUENCE DETAIL: (APPLIES TO EXISTING AND NEW MANHOLES).
  - 2.1. COVER MANHOLE WITH BUILDING PAPER AND CONSTRUCT ASPHALT CONCRETE BASE COURSE.
  - 2.2. CUT SQUARE OR CIRCULAR EXCAVATION AROUND MANHOLE 12 INCHES MINIMUM FROM MANHOLE FRAME.
  - 2.3. RAISE MANHOLE FRAME AND COVER TO FINISH GRADE BY INSTALLING CONCRETE RINGS AND LEVELING MORTAR. (NOTE: IF THE TOTAL OF THE CONCRETE RINGS NEEDED IS 12 INCHES OR MORE AN ADDITIONAL 12-INCH MANHOLE BARREL WILL BE REQUIRED).
  - 2.4. BACKFILL WITH ASPHALT AND COMPACT TO THE TOP OF ASPHALT CONCRETE BASE COURSE.
  - 2.5. CONSTRUCT ASPHALT CONCRETE WEARING COURSE.
3. FOR 48-INCH DIAMETER MANHOLE THE MAXIMUM PIPE SIZE IS 21 INCHES. LARGER DIAMETERS SHALL BE APPROVED BY CITY UTILITIES DEPARTMENT.
4. LOCATE WIRE MUST BE ATTACHED AND ACCESSIBLE BELOW COVER WITH AN 18" TAIL.
5. PRECAST MANHOLE WITH GASKET ON INFLOW/OUTFLOW DOES NOT REQUIRE A FLEXIBLE JOINT. CAST IN PLACE MANHOLES OR CONNECTION TO EXISTING MANHOLES REQUIRE A FLEXIBLE JOINT, SAND COLLAR REQUIRED FOR CONNECTION TO EXISTING MANHOLES.
6. JOINTS SHALL BE WATER TIGHT AND COATED WITH WATERPROOF RUBBERIZED MASTIC MATERIAL BEFORE SETTING RISERS AND TOP. INSIDE JOINTS SHALL BE GROUTED.



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FAX: (541) 966-0251

APPROVED BY

*[Signature]*

FEBRUARY 2019  
APPROVAL DATE

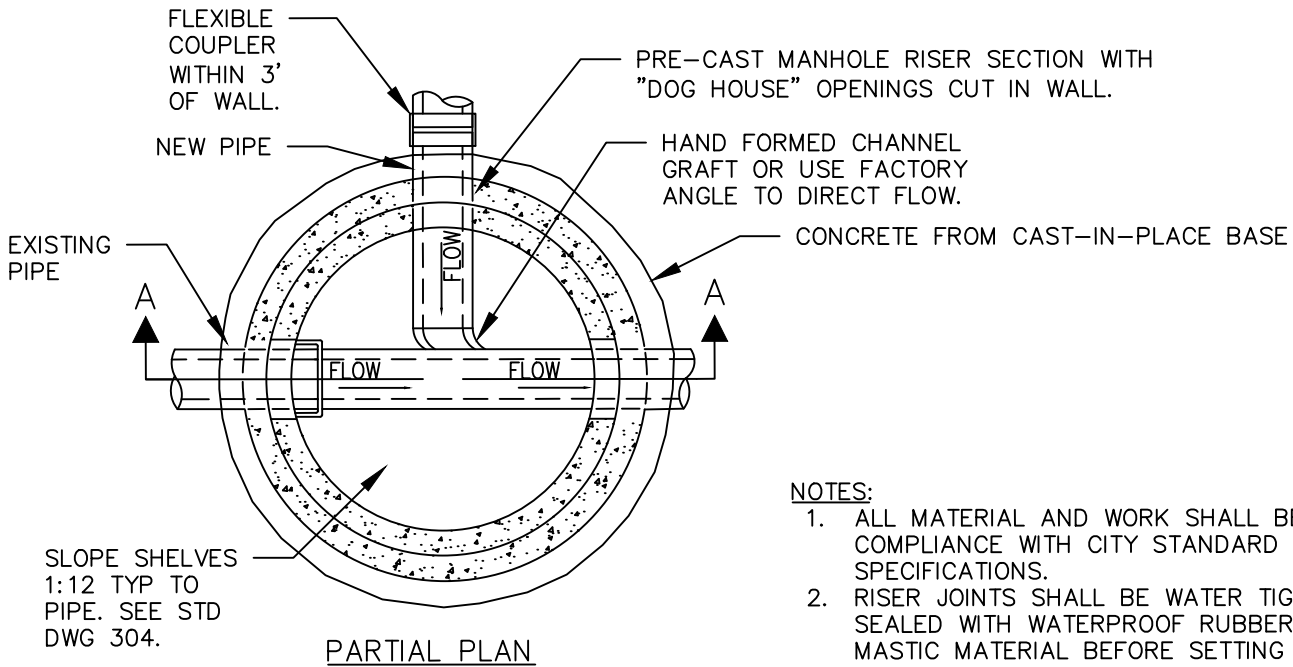
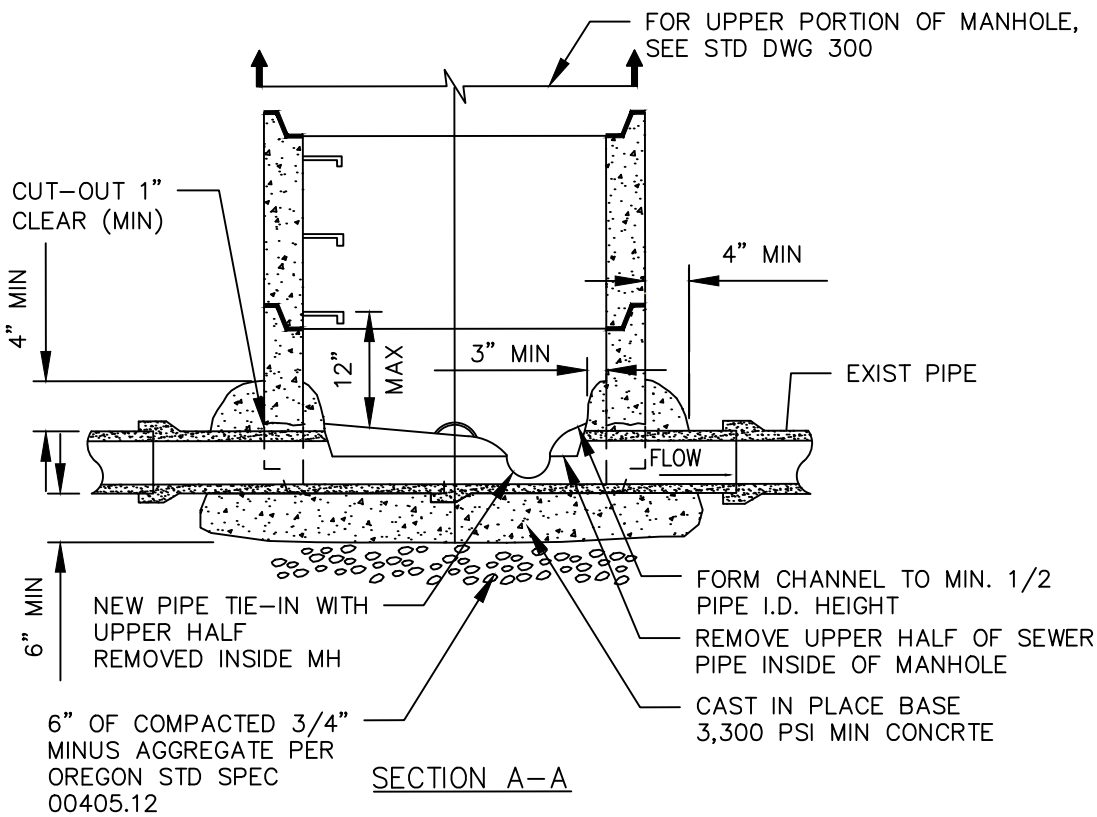
REVISED DATE

STANDARD 48"  
MANHOLE

NO SCALE

DWG NO.

300



**NOTES:**

1. ALL MATERIAL AND WORK SHALL BE IN COMPLIANCE WITH CITY STANDARD SPECIFICATIONS.
2. RISER JOINTS SHALL BE WATER TIGHT AND SEALED WITH WATERPROOF RUBBERIZED MASTIC MATERIAL BEFORE SETTING RISERS AND TOP. INSIDE JOINTS SHALL BE GROUTED.
3. MANHOLES SHALL HAVE A 12" MIN BOTTOM RISER. RISER TO BE BEDDED IN THE CAST-IN-PLACE 3,300 PSI CONCRETE AS THE BASE TAKES ITS INITIAL SET.
4. PIPES CUT AND PLACED TO PROVIDE A SMOOTH CONTINUOUS CHANNELS.



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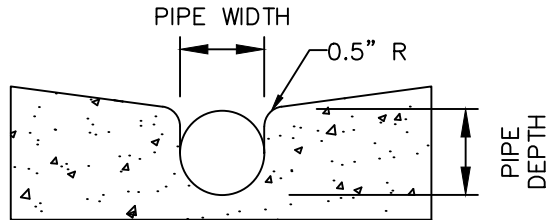
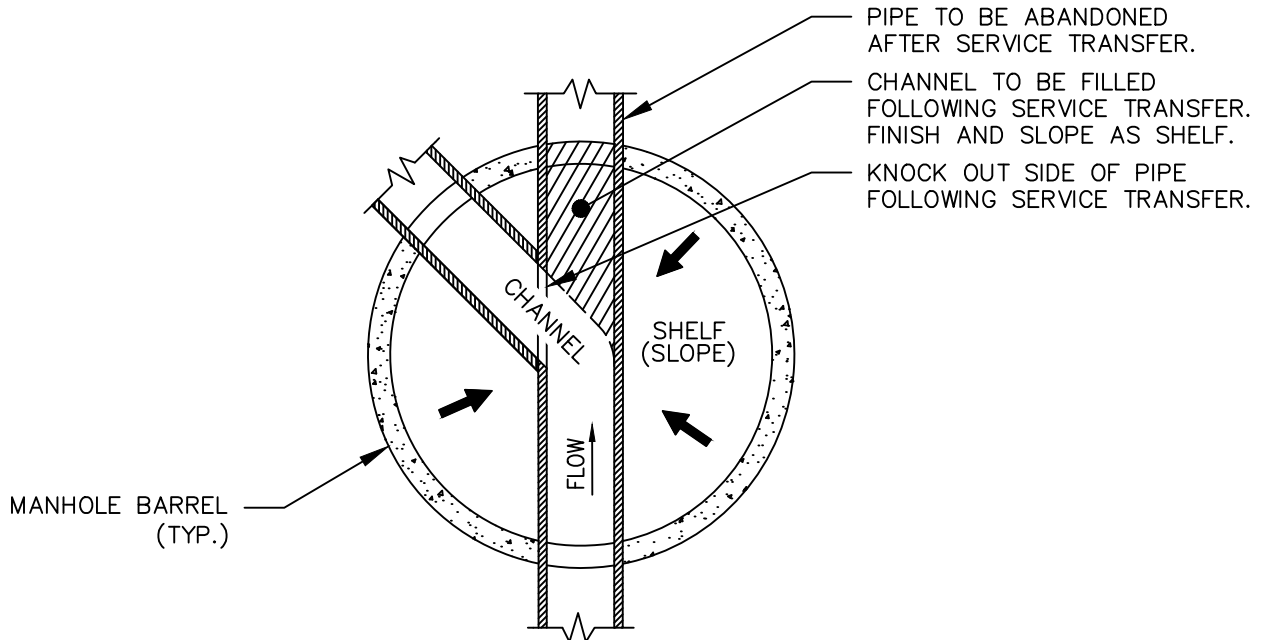
EXISTING LINE  
TIE-IN MANHOLE  
("DOG HOUSE  
MANHOLE")

NO SCALE

DWG NO.

303

# 45° CHANNEL



**NOTES:**

1. SLOPE ALL SHELVES TO CHANNEL AT 1:12.
2. SEE PLAN & PROFILE SHEETS FOR SLOPE OF CHANNEL.
3. FOR PIPES OF DIFFERENT SIZES, THE TOP OF PIPE (CROWN) SHALL BE AT THE SAME ELEVATION.
4. PROVIDE MINIMUM 0.1 FOOT IN-OUT DROP FOR STRAIGHT RUNS AND 0.2 FOOT IN-OUT DROP FOR ALL OTHER RUNS.
5. MINIMUM CLEAR DISTANCE BETWEEN PIPE HOLES IS 12".



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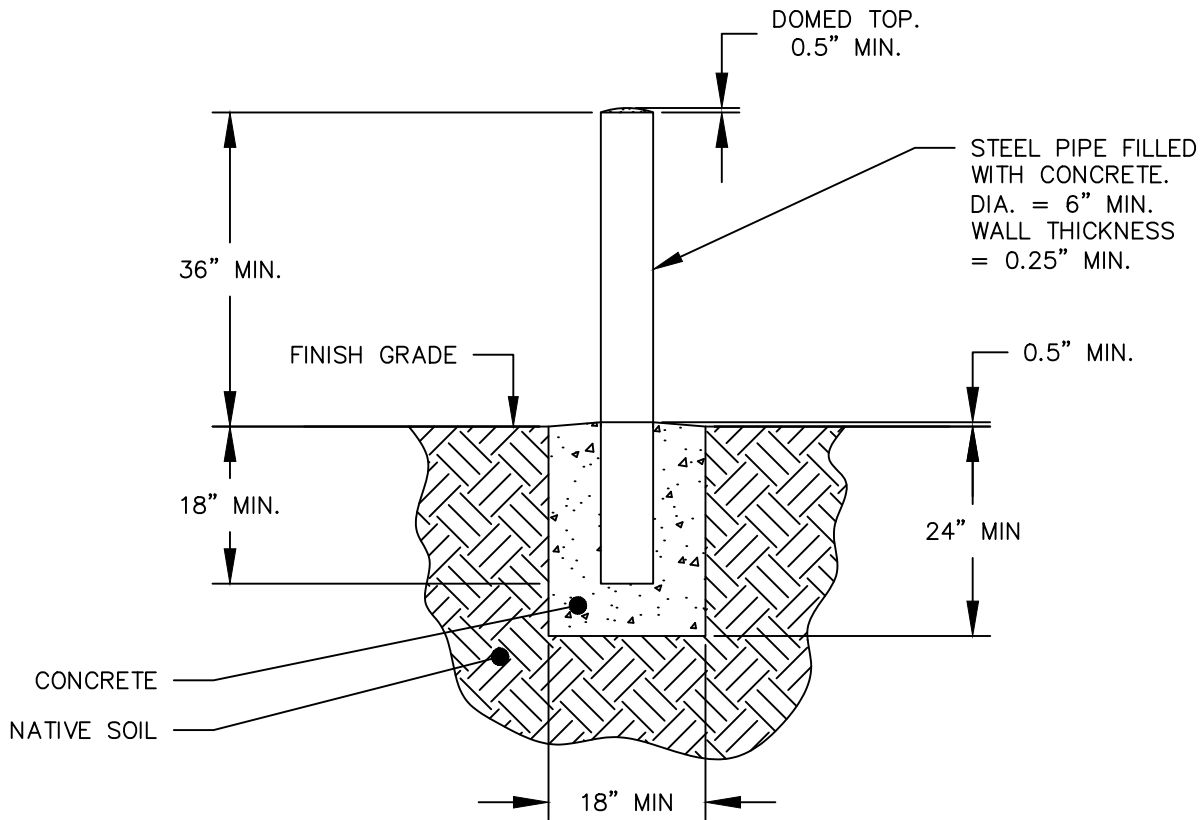
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## STANDARD MANHOLE CHANNEL

NO SCALE

DWG NO.

304\*



**NOTES:**

1. ALL CONCRETE SHALL BE COMMERCIAL GRADE.
2. FOUNDATION MAY BE SQUARE WITH A MINIMUM SIDE LENGTH OF 18" OR CIRCULAR WITH A MINIMUM DIAMETER OF 18".
3. ENTIRE LENGTH OF PIPE SHALL BE FILLED WITH CONCRETE. DOMED TOP SHALL HAVE SMOOTH FINISH.
4. CONCRETE INSIDE PIPE AND ADJACENT TO PIPE SHALL BE SLOPED AS SHOWN ABOVE TO FACILITATE DRAINAGE AWAY FROM THE PIPE.
5. PIPE SHALL BE PAINTED SAFETY YELLOW PRIOR TO INSTALLATION.



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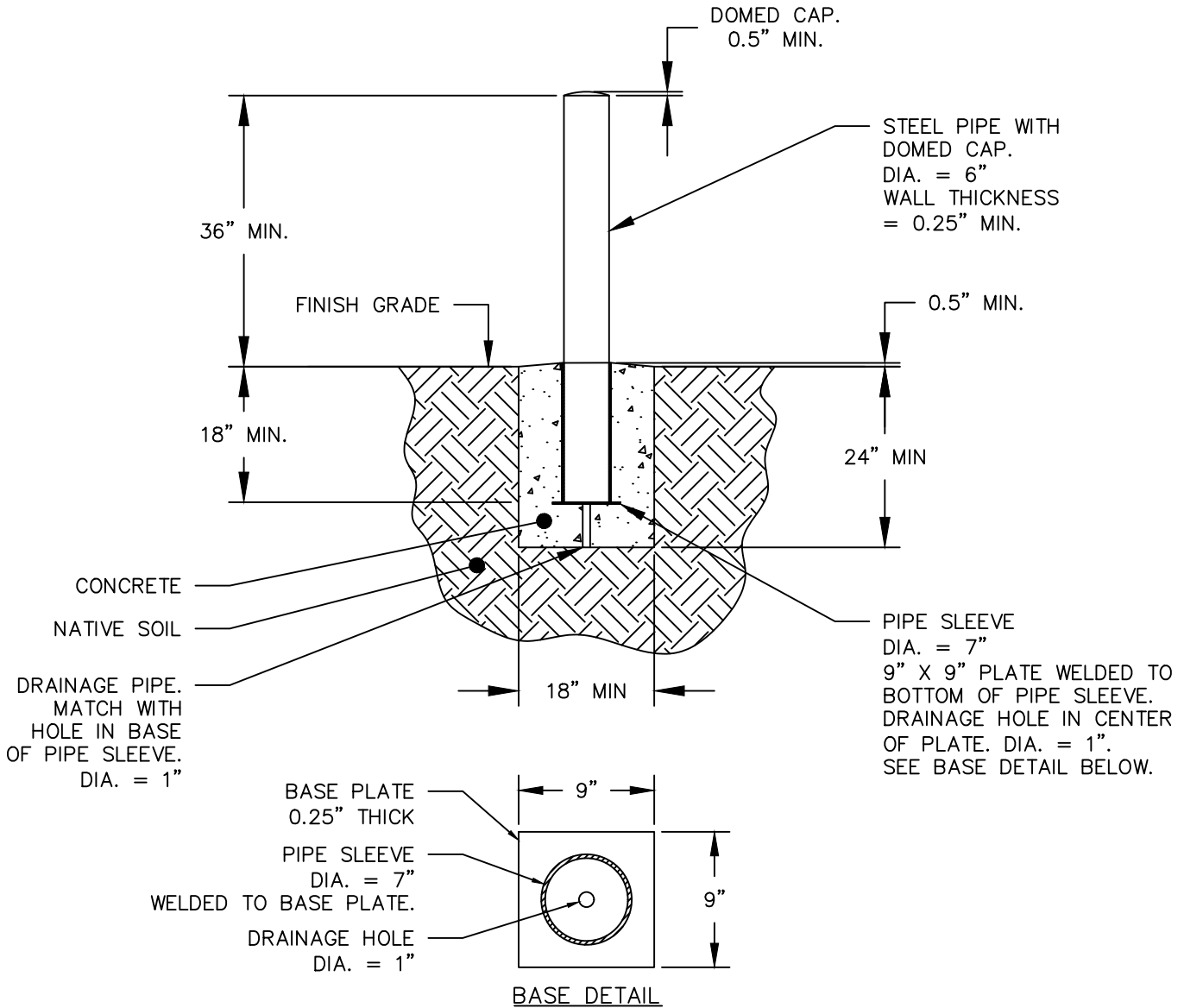
REVISED DATE

**STANDARD BOLLARD  
POST**

NO SCALE

DWG NO.

**B1**



**NOTES:**

1. ALL CONCRETE SHALL BE COMMERCIAL GRADE.
2. FOUNDATION MAY BE SQUARE WITH A MINIMUM SIDE LENGTH OF 18" OR CIRCULAR WITH A MINIMUM DIAMETER OF 18".
3. CONCRETE ADJACENT TO PIPE SHALL BE SLOPED AS SHOWN ABOVE TO FACILITATE DRAINAGE AWAY FROM THE PIPE.
4. PIPE AND CAP SHALL BE PAINTED SAFETY YELLOW PRIOR TO INSTALLATION.
5. DRAINAGE PIPE SHALL EXTEND THROUGH FOUNDATION AND INTO NATIVE SOIL.



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APPROVAL DATE

REVISED DATE

REMOVABLE BOLLARD  
POST

NO SCALE

DWG NO.

B2