



SCOPE OF WORK AND PROJECT UNDERSTANDING April 19, 2022

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and the tasks that will be performed by Anderson Perry & Associates, Inc. (Engineer) for the Regional Water System Improvements (Vadata 2023 to 2024) project for the City of Hermiston, Oregon (Owner). The Owner intends to construct the project in two phases.

Phase 1 will consist of upgrading one of the pumps at the Non-potable Pump Station (NPPS) No. 2 and associated electrical and controls; constructing an approximately 6,350-foot-long, 16-inch polyvinyl chloride water line along Feedville Road; constructing an approximately 2,700-foot-long, 12-inch ductile iron water line along S.E. Kelli Boulevard; and constructing a valve and meter vault for a new Vadata campus located near the corner of S.E. Kelli Boulevard and Feedville Road.

Phase 2 will consist of upgrading the Columbia River Intake Pump Station, including two pumps, motors, variable frequency drives (VFDs), piping, and electrical and controls; upgrading NPPS No. 2, including a new building enclosure, two pumps, motors, VFDs, electrical, controls, and piping; constructing an approximately 13,400-foot-long, 24-inch water line along Feedville Road; and constructing a new valve and meter vault for a new Vadata campus located adjacent to Feedville Road.

Phase 1 is intended to be constructed by September 2023 and Phase 2 by August 2024. Figures 1 through 3 attached to this SOW show the locations of the anticipated improvements.

The following assumptions were made during the development of this SOW:

ASSUMPTIONS

- The improvements described in this SOW do not include ultrafiltration of water for the Vadata campuses and do not include any on-site improvements. These improvements will be handled by Vadata.
- The Owner will handle all negotiations with individual property owners for required easements and any land needing to be acquired for the project.
- The Owner will handle all negotiations regarding water right transfers and associated agreements.
- Easement and right-of-way acquisition is not included in this SOW.
- Unrestricted access to the area of potential effect (APE) is available to complete the work.

TASK 1 - DESIGN ENGINEERING SERVICES

Upon approval by the Owner for the Engineer to proceed, the Engineer shall provide design services for the project, including the following tasks:

Project Management and Coordination

The Engineer shall provide project management and coordination of all tasks included in this SOW.



1. Prepare for and hold a pre-design coordination meeting with the Owner and Vadata to review the project and discuss critical design issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

Design Engineering

1. Complete a topographic survey of the work area. The topographic survey will include existing utilities, fire hydrants, water meters, valves, manholes, etc. A utility locate will also be completed.
2. Prepare a 60 percent draft Advertisement for Bids, Instructions to Bidders, and Bidder's Packet (hereinafter referred to as Bidding Documents), and a draft Agreement, Contract Forms, Conditions of the Contract, Technical Specifications, and Drawings (hereinafter referred to as Contract Documents) for the proposed improvements. The Bidding and Contract Documents will be in accordance with the Engineers Joint Contract Documents Committee - 2018 standard documents. A draft cost estimate will also be prepared as part of the draft Bidding and Contract Documents preparation.
3. Prepare 90 percent draft Bidding and Contract Documents for the proposed improvements for review and approval by the Owner, its legal counsel and other advisors as appropriate, and appropriate agencies, if any.
4. Attend design review meetings with the Owner and appropriate agencies at the 60 percent and 90 percent draft stages.
5. Make adjustments as needed for the opinion of probable construction cost and probable total project cost based on the final Bidding and Contract Documents.
6. Prepare and furnish final stamped Bidding and Contract Documents to the Owner and appropriate agencies, if any.

The Engineer's services under Design Engineering shall be considered complete when the final Bidding and Contract Documents are approved by the Owner and other governmental authorities having jurisdiction.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

After acceptance of the Bidding and Contract Documents by the Owner and appropriate agencies and upon authorization by the Owner to proceed, the Engineer shall perform the following tasks:



Construction Engineering

1. Assist the Owner in advertising and obtaining bids for the work and maintain a record of prospective bidders to whom Bidding and Contract Documents have been issued. The Engineer will attend a pre-bid conference, if held, and answer questions from prospective bidders and suppliers.
2. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents and/or Contract Documents.
3. Consult with the Owner as to the acceptability of the subcontractors, vendors, suppliers, and other persons and entities proposed by Contractors for the portions of the work where acceptability is required by the Bidding and Contract Documents.
4. Attend the bid opening, prepare bid tabulation sheets, assist the Owner in evaluating bids, and assist in assembling and awarding the Contract for the work.
5. After award of the construction Contract by the Owner, meet with the Contractor and the Owner in a pre-construction conference to discuss project schedules, procedures, etc.
6. Review and take other appropriate action with respect to Shop Drawings, samples, and other data the Contractor is required to submit. Such action is only to determine conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such review or other action will not extend to means, methods, techniques, sequences, procedures of construction, or safety precautions and programs incident thereto.
7. Receive and review schedules, guarantees, bonds, certificates, other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, samples, and other data to be assembled by the Contractor in accordance with the Bidding and Contract Documents.
8. Provide a general engineering review of the work of the Contractor as construction progresses. The Engineer will provide full-time and/or part-time on-site observation as appropriate to review the work, and as approved by the Owner. The Engineer will keep the Owner informed as to any known deviations from the general intent of the Contract Documents or agreements made at the pre-construction conference. Copies of regular Project Observation Reports will be sent to the Owner and the Contractor. The Engineer's undertaking hereunder will not relieve the Contractor of the obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner. The Engineer will not, as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, or for any failure of the Contractor to comply with laws, rules, regulations, ordinances,



codes, or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

Notwithstanding the above, the Engineer agrees to be responsible for any defects in design due to negligence or negligence in the performance of the full-time or part-time on-site project observation for the project.

9. Keep the Owner informed concerning progress of the work and attend meetings held by the Owner, outside agencies, and the Contractor as they relate to the project.
10. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
11. Prepare Change Orders for the Owner's approval necessary for the proper completion of the work by the Contractor.
12. Review the Contractor's requests for progress payments and, based on on-site observations by the Engineer and the Owner, recommend the amounts the Contractor should be paid. Such recommendations of payment will constitute the Engineer's representation to the Owner, based on such observations and review that, to the best of the Engineer's knowledge, information, and belief, the work has progressed to the point indicated. In the case of unit price work, the Engineer's recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
13. Prepare and furnish to the Owner one set of reproducible project Record Drawings showing appropriate record information based on project documentation received from the Contractor, the Engineer's site observations, and the Owner's observations. These Drawings may contain some discrepancies and omissions and will not necessarily represent "exact" field conditions.
14. Following notice from the Contractor that the entire work is ready for its intended use, conduct, along with the Owner, appropriate outside agencies, and the Contractor, a review to determine if the work is substantially complete. If, after considering any objections of the Owner, the Engineer considers the work substantially complete, the Engineer will deliver a Certificate of Substantial Completion to the Owner and the Contractor.
15. In company with the Owner's representatives and appropriate outside agencies, conduct a final inspection to determine if the completed work of the Contractor is acceptable so the Engineer may recommend, in writing, final payment to the Contractor.

The Construction Engineering Services shall be considered complete when the project is accepted by the Owner, and when operation and maintenance materials and Record Drawings have been provided to the Owner.



TASK NO. 3 - ENVIRONMENTAL REVIEW

This task includes preparing a cursory environmental review. The review will include a desktop review of the project area and potentially affected resources such as wetlands, waterbodies, floodplains, farmland, threatened and endangered species, cultural and historic resources, hazardous materials, recreational areas, land use and zoning, and permitting requirements. A site visit is not included in this work; all reviews will be completed using publicly available databases.

ADDITIONAL SERVICES

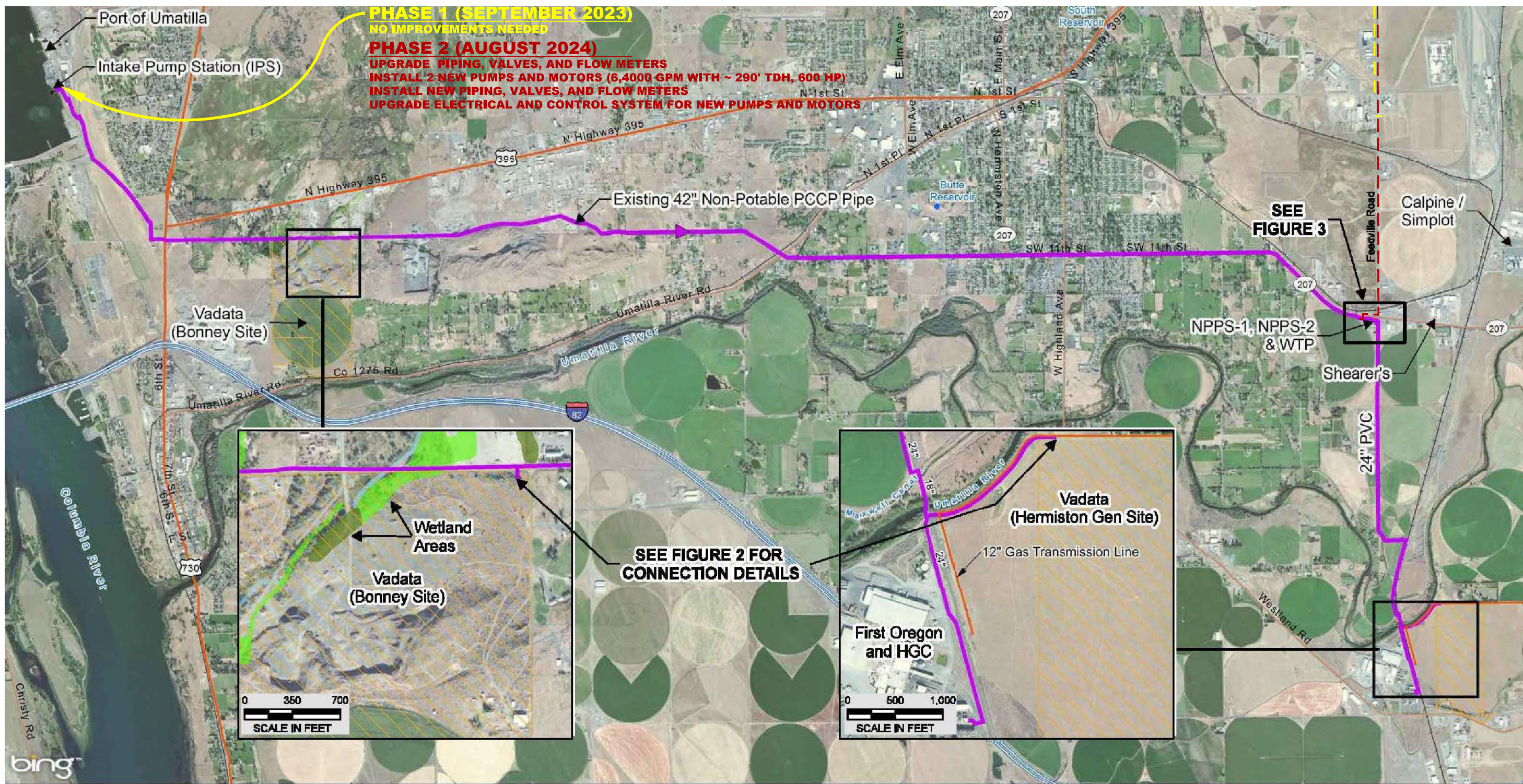
In addition to the foregoing being performed, the following services may be provided by the Engineer when requested by the Owner in writing, as required. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

1. If requested by the Owner, the Engineer may assist the Owner with obtaining any additional permits, applications, outside utility services, etc., as necessary for the work. The Owner shall pay all fees associated with any permits and applications, if such fees are required. The Engineer shall not be responsible for such fees.
2. Redesign work when requested to do so by the Owner. Such work shall include changes in the design that are beyond the control of the Engineer and/or changes in the Contract Documents after such Contract Documents have been accepted by the Owner.
3. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) a significant amount of defective, neglected, or delayed work by the Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) longer construction time than anticipated, or (5) default by the Contractor.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.

FEE ESTIMATE

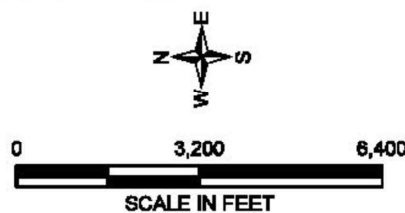
1. The estimated fee for "Design Engineering Services" outlined herein is \$130,000 for Phase 1 and \$300,000 for Phase 2, on a lump sum basis.
2. The estimated fee for "Construction Engineering Services" outlined herein is \$180,000 for Phase 1 and \$450,000 for Phase 2, on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval from the Owner. The estimated fee for "Construction Engineering Services" is included here for budgeting purposes only and is based on an assumed construction time of approximately 150 calendar days for Phase 1 and 360 calendar days for Phase 2.
3. The estimated fee for "Environmental Review" outlined herein is \$4,000 for Phase 1 and \$6,000 for Phase 2, on an hourly fee basis, plus direct reimbursable expenses. This amount shall not be exceeded without notification to and approval of the Owner.

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LEGEND

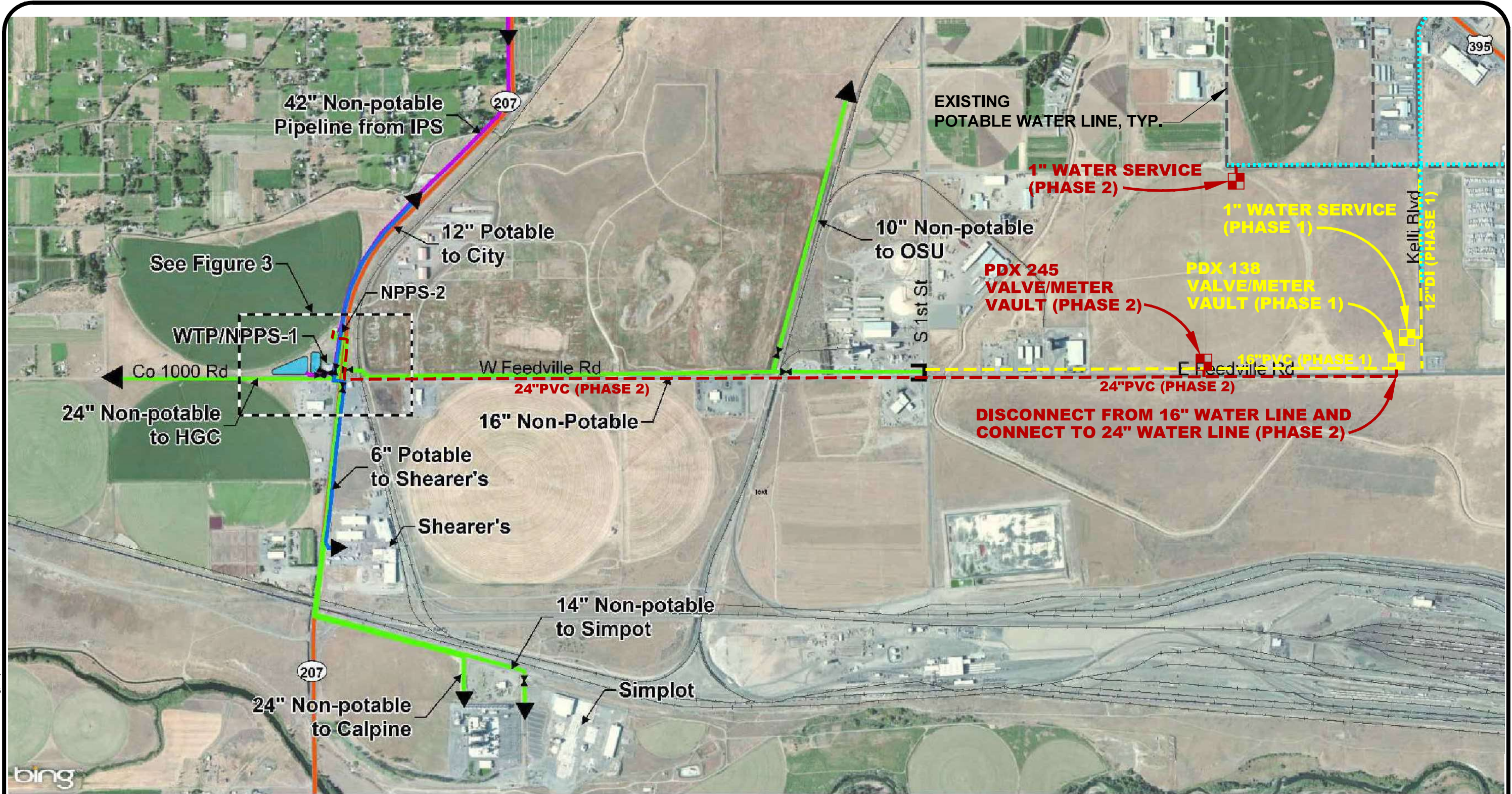
- 12" High Pressure Gas Transmission Line
- Non-potable Line
- Interstate
- Highway
- Major Road
- Railroad
- Parcels
- Bonney Site - Wetlands
- Freshwater Emergent Wetland
- Freshwater Forest / Shrub Wetland
- Water



CITY OF
HERMISTON, OREGON
VADATA UPGRADES 2022-2024

PDX 138 AND PDX 245
VADATA CONNECTION

FIGURE
1



LEGEND

	Valve		Highway		New Non-Potable Water Piping (Phase 1)
	Pipeline Cap		Railroad		New Non-Potable Water Piping (Phase 2)
	Non-potable Water Piping		Ponds / Lagoons		
	Non-potable Water Piping from IPS		Existing Potable Water Piping		
	Potable Water Water Piping		Existing Sewer Piping		

SCALE IN FEET

anderson
perry
& associates, inc.

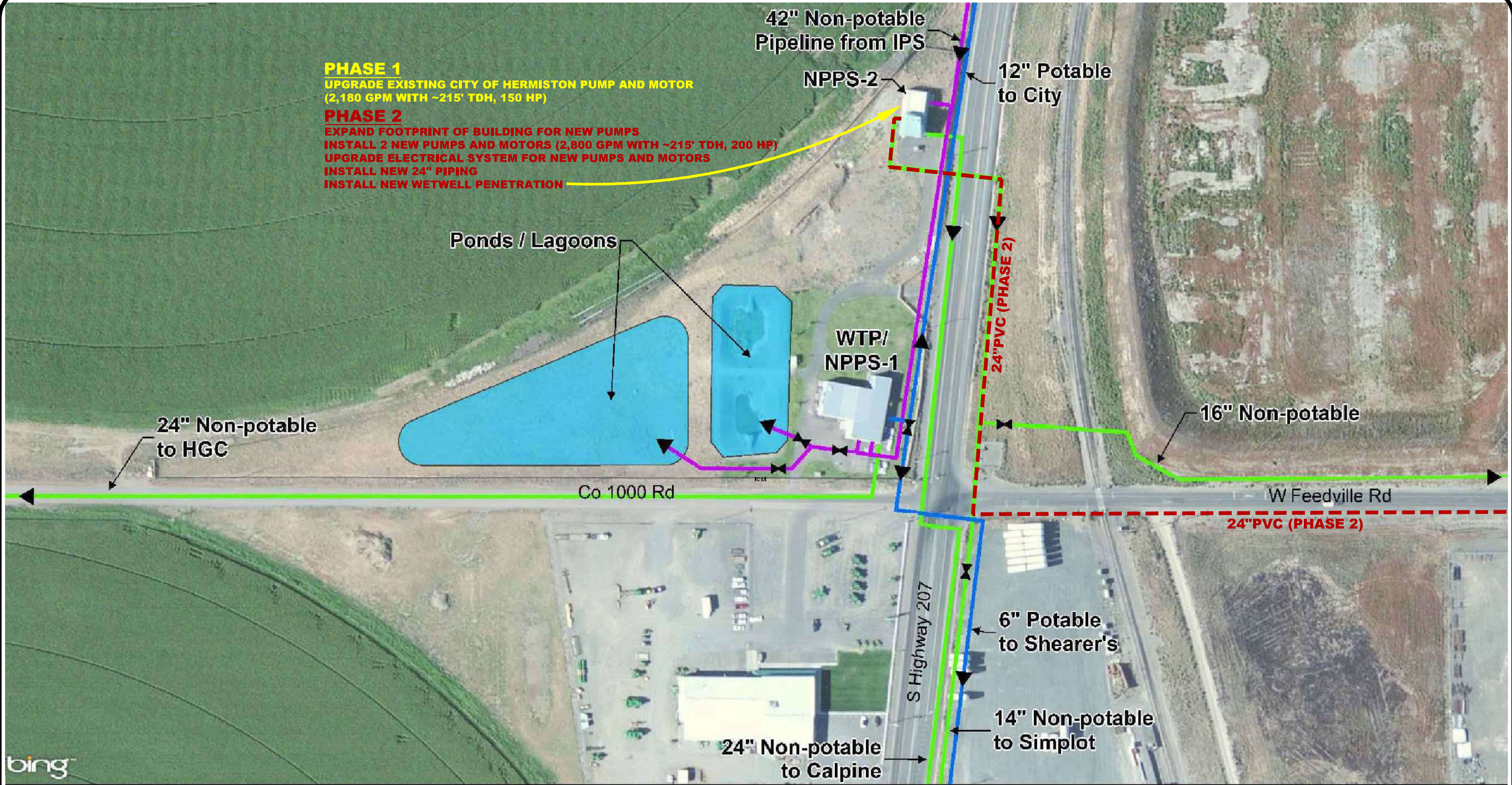
CITY OF
HERMISTON, OREGON
VADATA UPGRADES 2022-2024
PDX 138 AND PDX 245
REGIONAL WATER
TRANSMISSION CONNECTIONS

FIGURE
2

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PHASE 1
 UPGRADE EXISTING CITY OF HERMISTON PUMP AND MOTOR
 (2,180 GPM WITH ~215' TDH, 150 HP)

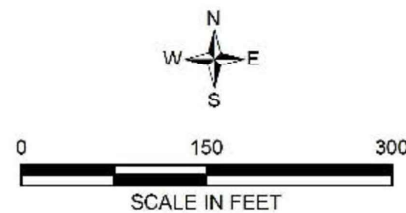
PHASE 2
 EXPAND FOOTPRINT OF BUILDING FOR NEW PUMPS
 INSTALL 2 NEW PUMPS AND MOTORS (2,800 GPM WITH ~215' TDH, 200 HP)
 UPGRADE ELECTRICAL SYSTEM FOR NEW PUMPS AND MOTORS
 INSTALL NEW 24" PIPING
 INSTALL NEW WETWELL PENETRATION



LEGEND

-  Valve
-  Ponds / Lagoons
-  Non-potable Water Piping
-  Non-Potable from IPS
-  Potable Water Water Piping
-  New Non-Potable Water Piping

-  New Non-Potable Water Piping (Phase 1)
-  New Non-Potable Water Piping (Phase 2)



CITY OF
 HERMISTON, OREGON
 VADATA UPGRADES 2022-2024
 PDX 138 AND PDX 245
 AREA PIPING LAYOUT

FIGURE
 3

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between the City of Hermiston, Oregon (“Owner”) and Rotschy, Inc. (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Work for this Project includes, but is not limited to, installation of approximately 7,000 feet of 16-inch polyvinyl chloride (PVC) with a jack and bore of Oregon Highway 207, 900 feet of 8-inch PVC gravity sewer pipe, and 1,800 feet of 12-inch ductile iron pipe; modifications to the existing Regional Water System’s water treatment plant including new pumps, motors, electromagnetic meters, electrical and controls; and all Work required to provide a complete and operational water system.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Regional Water System Improvements Phase 1 - 2023.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Anderson Perry & Associates, Inc.

3.02 The Owner has retained Anderson Perry & Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone:

1. Milestone 1 - All materials, equipment, and shop Drawing submittals for the Project shall be due 60 days following the Notice to Proceed.

C. The Contractor shall anticipate Project sequencing as described in the General Requirements.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid Form, Article 5 - Bid Schedule, attached hereto as Exhibit A.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall process Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. In accordance with Oregon Revised Statutes 279C.510, if the Contract Price exceeds \$500,000, the Owner shall place amounts withheld as retainage in an interest-bearing escrow account selected by the Owner. Interest on the retainage amount shall accrue from the date the payment request is approved until the date the retainage is paid to the Contractor to which it is due. Interest from such account shall be paid to the Contractor.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.
- 7.02 All moneys not paid when due shall bear interest at an annual rate equal to three (3) times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after receipt of the Engineer-approved Application for Payment from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date. The annual rate of interest shall not exceed 30 percent.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 of 7 to 7 of 7, inclusive).
 - 2. Exhibit A: Contractor's Bid Form, Article 5 - Bid Schedule (pages 3 to 4, inclusive).
 - 3. Exhibit B: Addenda (1 to 1, inclusive)
 - 4. Performance Bond (not attached but incorporated by reference).
 - 5. Payment Bond (not attached but incorporated by reference).
 - 6. Certificate of Insurance (not attached but incorporated by reference).
 - 7. General Conditions (not attached but incorporated by reference).
 - 8. Supplementary Conditions (pages 1 of 20 to 20 of 20, inclusive) (not attached but incorporated by reference).
 - 9. Wage Requirements (not attached but incorporated by reference).
 - 10. Specifications as listed in the table of contents of the Contract Documents (not attached but incorporated by reference).

11. Appendices (not attached but incorporated by reference).
 12. Drawings (not attached but incorporated by reference) consisting of a cover sheet and Sheets G-001 and G-100, W-101, W-401 to W-403, W-501, U-101 to U-110, U-401 to U-402, U-501 to U-504, SS01 to SS02, SS04 to SS05, ST20, W03 to W04, W06 to W07, W14, GE-1, E-1 to E-9, GI-1 to GI-6, and I-1, inclusive.
 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Applications for Payment
 - c. Requests for Interpretation
 - d. Field Orders
 - e. Work Change Directives
 - f. Change Orders
 - g. Contractor's Notice of Substantial Completion
 - h. Certificate of Substantial Completion
 - i. Contractor's Completion Certification
 - j. Notice of Acceptability of Work
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. Counterparts will be provided to Owner, Contractor, and Engineer.



This Agreement will be effective on 12/21/22 (which is the Effective Date of the Contract).

OWNER: **City of Hermiston, Oregon**

CONTRACTOR: **Rotschy, Inc.**

Mark Morgan

Drew Rotschy

By: Mark Morgan

By: DREW ROTSCHY

Title: ACM

Title: VICE PRESIDENT

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Attest: [Signature]

Title: City Recorder

Title: SECRETARY

Address for giving notices:

Address for giving notices:

180 N.E. 2nd Street

7408 N.E. 113th Circle

Hermiston, Oregon 97838

Vancouver, Washington 98662

License No.: ROTSCHY*1200A
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



Exhibit A
Contractor's Bid Form, Article 5 - Bid Schedule

12/13/2022

[https://andersonperry.sharepoint.com/sites/HermistonOR/Projects/736-129 Regional Water System Improvements - 2023-2024/034-042 Design Engineering/042 Contract Document - Original/Contract Documents/Executed Contract Forms/Agreement Executed.docx](https://andersonperry.sharepoint.com/sites/HermistonOR/Projects/736-129%20Regional%20Water%20System%20Improvements%20-%202023-2024/034-042%20Design%20Engineering/042%20Contract%20Document%20-%20Original/Contract%20Documents/Executed%20Contract%20Forms/Agreement%20Executed.docx)

ARTICLE 5 – BID SCHEDULE

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1.	Mobilization/Demobilization (not to exceed 5% of Total Bid Price)	L.S.	<u>XXX</u>	All Req'd	\$ 110,000.00
2.	Temporary Protection and Direction of Traffic/Project Safety	L.S.	<u>XXX</u>	All Req'd	\$ 49,000.00
3.	Job Photos	Each	\$25.00	30	\$ 750.00
4.	Modifications, Chlorination, and Testing of Existing 16-inch polyvinyl chloride (PVC) Water Line	L.S.	<u>XXX</u>	All Req'd	\$ 13,600.00
5.	Regional Water System Water Treatment Plant Modifications	L.S.	<u>XXX</u>	All Req'd	\$ 609,000.00
6.	Water Treatment Plant Existing Meter Vault Improvements	L.S.	<u>XXX</u>	All Req'd	\$ 36,726.00
7.	Water Treatment Plant Production Meter Vault Improvements	L.S.	<u>XXX</u>	All Req'd	\$ 89,500.00
8.	Erosion and Sediment Control	L.S.	<u>XXX</u>	All Req'd	\$ 8,000.00
9.	Removal of Structures and Obstructions	L.S.	<u>XXX</u>	All Req'd	\$ 55,000.00
Water Line					
10.	16-inch PVC Water Line	L.F.	\$ 118.00	7,250	\$ 855,500.00
11.	16-inch Restrained Joint Ductile Iron (DI) Water Line	L.F.	\$ 381.00	40	\$ 15,240.00
12.	12-inch DI Water Line	L.F.	\$ 93.60	1,850	\$ 173,160.00
13.	8-inch DI Water Line	L.F.	\$ 80.00	25	\$ 2,000.00
14.	18-inch Butterfly Valve	Each	\$ 5,445.00	1	\$ 5,445.00
15.	16-inch Butterfly Valve	Each	\$ 4,722.00	8	\$ 37,776.00
16.	12-inch Gate Valve	Each	\$ 4,034.00	7	\$ 28,238.00
17.	8-inch Gate Valve	Each	\$ 2,119.00	1	\$ 2,119.00
18.	Connection to Existing Water Line	Each	\$ 4,545.00	5	\$ 22,725.00
19.	Fire Hydrant Assembly	Each	\$ 8,356.00	14	\$ 116,984.00
20.	2-inch Combination Air Release Assembly	Each	\$ 6,143.00	3	\$ 18,429.00
21.	Oregon Highway 207 Jack and Bore Crossing	L.S.	<u>XXX</u>	All Req'd	\$ 135,569.00
22.	Feed Canal Crossing	L.S.	<u>XXX</u>	All Req'd	\$ 6,000.00
23.	PDX 138 Valves and Meter Vault	L.S.	<u>XXX</u>	All Req'd	\$ 122,334.00

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
24.	4-inch Water Meter Installation	Each	\$ 9,502.00	1	\$ 9,502.00
25.	Disconnection from Existing Water Line	Each	\$ 1,064.00	1	\$ 1,064.00
Sewer Line					
26.	8-inch PVC Gravity Sewer Line	L.F.	\$ 41.30	910	\$ 37,583.00
27.	Manhole	Each	\$ 3,500.00	3	\$ 10,500.00
28.	4-inch Sewer Service Connection on Existing Sewer Line	Each	\$ 1,123.00	2	\$ 2,246.00
29.	Connection to Existing Manhole	Each	\$ 1,446.00	1	\$ 1,446.00
30.	4-inch PVC Sewer Service Line	L.F.	\$ 48.40	265	\$ 12,826.00
General					
31.	Asphalt Surface Restoration	S.Y.	\$ 30.00	3,250	\$ 97,500.00
32.	Gravel Surface Restoration	S.Y.	\$ 28.00	3,800	\$ 106,400.00
33.	General Surface Restoration	S.Y.	\$ 15.00	100	\$ 1,500.00
34.	Driveway Restoration	S.Y.	\$ 74.45	180	\$ 13,401.00
35.	Hydroseed Restoration	S.Y.	\$ 1.75	1,000	\$ 1,750.00
TOTAL BID PRICE					\$ 2,808,813.00

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Exhibit B
Addendum

12/13/2022

[https://andersonperry.sharepoint.com/sites/HermistonOR/Projects/736-129 Regional Water System Improvements - 2023-2024/034-042 Design Engineering/042 Contract Document - Original/Contract Documents/Executed Contract Forms/Agreement Executed.docx](https://andersonperry.sharepoint.com/sites/HermistonOR/Projects/736-129%20Regional%20Water%20System%20Improvements%20-%202023-2024/034-042%20Design%20Engineering/042%20Contract%20Document%20-%20Original/Contract%20Documents/Executed%20Contract%20Forms/Agreement%20Executed.docx)

ADDENDUM NO. 1

To the Bidding Documents and Contract Documents

City of Hermiston, Oregon
Regional Water System Improvements Phase 1 - 2023

November 23, 2022

Bid Date: November 29, 2022

Bid Closing: 11:00 a.m.

Bid Opening: 11:00 a.m.

Disclosure Deadline: 1:00 p.m.

The following additions, deletions, and modifications shall be made to the Contract Documents. Please verify that all sheets and drawings are included.



RENEWS 12-31-24

11/23/2022

I. GENERAL

The sign-in sheet from the November 21, 2022, Pre-Bid Conference is attached.

II. CONTRACT DOCUMENTS

- A. SUPPLEMENTARY CONDITIONS, ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS, SC-5.03, C., 1., page 2 of 20.** Delete this paragraph in its entirety and replace with the following:

The attached Sheet C-5 from the Hermiston Non-Potable Pump Station 2 project, dated August 2004, prepared by Montgomery Watson Harza, contains boring logs for work completed during the design of the Project.

- B. TECHNICAL SPECIFICATIONS - SECTION 3 - WATER LINES, PART 2 - MATERIALS, 2.2 Pipe, A. Polyvinyl Chloride (PVC) Pipe, page 3-3.** Add the following to the end of the paragraph:

Pipe shall have a minimum dimension ratio (DR) of 18.

- END OF ADDENDUM NO. 1 -

PRE-BID CONFERENCE
CITY OF HERMISTON
REGIONAL WATER SYSTEM IMPROVEMENTS PHASE 1 -2023
NOVEMBER 21, 2022, 10:00 AM

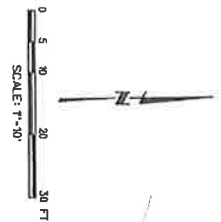
NON-CONTRACTORS - (Please Print)

NAME	ORGANIZATION	PHONE	EMAIL
Kyle Williams	Consolidated Supply ^{independent}	509-699-8751	Kyle.Williams@consolidatedsupply.com
Chris Hutchings	Anderson Dig	541-809-9400	
Jay Mathew	ANDERSON PERRY	541-963-8309	Jmarlowe@andersonperry.com
MARK MORGAN	CITY OF HERMISTON	541-567-5524	
ROY RICKENELL	"	"	
ALEX MCCANN	"	"	

CONTRACTORS - (Please Print)

NAME	ORGANIZATION	PHONE	EMAIL
Robert Nelson	C+E Trenching	509 545 6940	bids@candetrenching.com
Bill Darden	Elite Con. Dev	(509) 713-4544	billd@elitecnd.com
Bob Weir	Hoge Electric	541-226-1962	estimating@hogeelectric.com

NAME	ORGANIZATION	PHONE	EMAIL
Ken Linck	Consolidated Supply	509-679-9677	Ken.Linck@Conso1.IndentedSupply.com
Joey Webb	Tapani INC	(360)687-1148	Quotes@Tapani.com
Jamie Dunn	Tapani INC	(360)687-1148	Quotes@Tapani.com
Chris Roberts	Culbert construction	(509)544-0229	Dan@culbertconstruction.com
Jeff Kysar	Rotschy Inc	509 440 1060	Steve@culbertconstruction.com
NEAD REXFORD	Dentur	360-508-6228	Estimator@rotschyinc.com
GARY ZOLLNER	R+6 Exc	503 394-2190	Estimating@delhur.com
Brett Brown	Apollo, Inc.	509-586-1104	Bids @ apollo-gc.com BrettB@apollo-gc.com
River Fenton	TCC Const.	541-310-1158	River@thecoregroup.com
Robby Koester	TCC Const.	541-701-8244	Rob@thecoregroup.com
Yani Vaivoda	Crestline Construction	541-370-4563	Yani@crestlineconstruction.com
Gordon Evans	Game Inc goodman & Mehlenbacher	509-380-7815	Gordon@gameincgc.com
Ray Temple	Silver Creek Contracting	541-398-1025	Ray@silvercreekcontracting.com



RECORD DRAWING	RECORD DRAWING
REVISION	REVISION
NO. DATE BY	NO. DATE BY

SCALE	0" = 10'
DATE	08/04/04
DESIGNED BY	L. ALBERT
CHECKED BY	S. CLARKE

RECORD DRAWING
 THIS RECORD DRAWING IS THE FINAL RECORD DRAWING OF THE PROJECT AND IS TO BE USED FOR RECORD PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE USER TO VERIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND COMPLETE. THE USER SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THIS RECORD DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

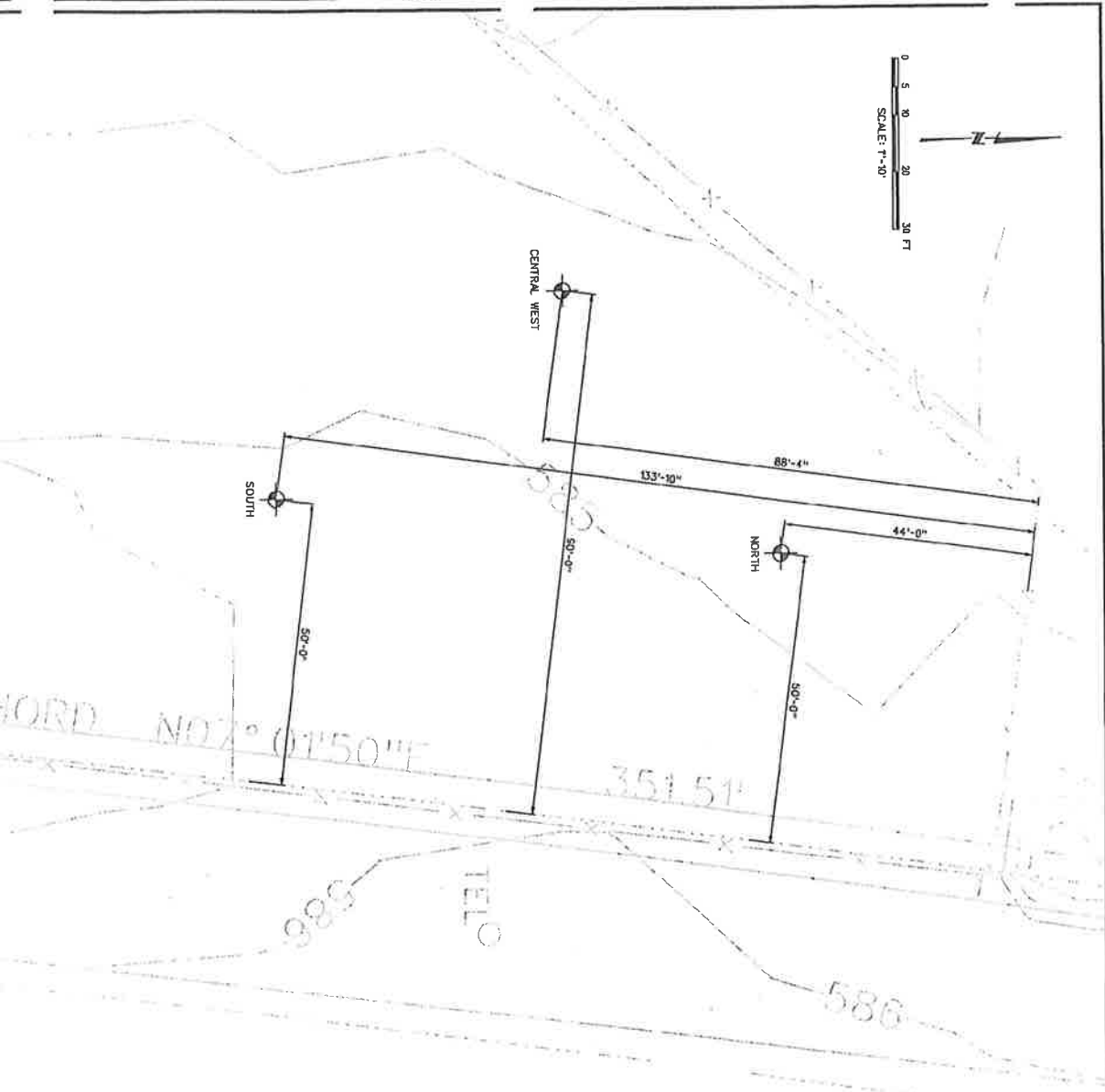


Boiler
 1000

HERMISTON NON-POTABLE PUMP STATION 2

BORING LOCATIONS AND BORING LOGS

SHEET
 C-5



DEPTH BELOW SURFACE (FEET)	BORING LOGS		
	NORTH	CENTRAL WEST	SOUTH
0.0	SILTY SAND (SM)	SILTY SAND (SM)	SILTY SAND (SM)
6'	SILTY SAND WITH GRAVEL (SM/SP)	SILTY SAND WITH GRAVEL (SM/SP)	SILTY SAND WITH GRAVEL (SM/SP)
10.0	18 1/2'	13 1/2'	13 1/2'
20.0	SANDY GRAVEL (SP)	SANDY GRAVEL (SP)	SANDY GRAVEL (SP)
30.0	29'	21'	
40.0			
50.0			

BORING LOGS

CHANGE ORDER

Change Order No.: 1

Date of Issuance: **May 8, 2023**
 Owner: **City of Hermiston, Oregon**
 Contractor: **Rotschy, Inc.**
 Engineer: **Anderson Perry & Associates, Inc.**
 Project: **Regional Water System Improvements Phase 1 - 2023**

The Contract is modified as follows upon execution of this Change Order:

Description of Changes (Supplemental description, Plans and Specifications attached, as applicable)		DECREASE in Contract Price	INCREASE in Contract Price
1.1	Change Order Proposal No. 1 - Tracer Wire Mods		\$20,818.55
1.2	Change Order Proposal No. 2 - 12-inch Water Meter		\$230,252.61
1.3	Change Order Proposal No. 3 - Main Connection		\$3,311.91
Subtotal		\$0.00	\$254,383.07
Net Change in Contract Price for this Change Order		\$254,383.07	

JUSTIFICATION:

- 1.1 Owner requested additional connection points for tracer wire to facilitate locating of main after installation.
- 1.2 Developer requested additional 12-inch water meter on Feedville Road for the planned project.
- 1.3 Owner requested connection be made between the 16-inch potable line from Feedville Road to the 12-inch line in Kelli Boulevard.

The amount of the Contract will be (~~Decreased~~) **Increased** (~~Unchanged~~) for this Change Order by the sum of:

\$254,383.07

Total Contract Price prior to this Change Order:

\$2,808,813.00

The Contract Price incorporating this Change Order:

\$3,063,196.07

Contract Times prior to this Change Order:

Date of Substantial Completion:

September 27, 2023

Date Ready for Final Payment:

October 27, 2023

The Contract period provided for Substantial Completion will be (~~Increased~~) (~~Decreased~~) **Unchanged**.

0 days

Revised Date of Substantial Completion:

Revised Date Ready for Final Payment:

RECOMMENDED:

By: [Signature]
Engineer (if required)

Title: SENIOR ENGINEER

Date: 5/9/23

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Title: ACM

Date: 5/9/23

ACCEPTED:

By: Michael McBride
Contractor (Authorized Signature)

Title: PM

Date: 5/8/23

FERGUSON WATERWORKS #3011

Price Quotation
Phone: 509-544-2245
Fax: 509-544-9222Bid No: B448048
Bid Date: 02/22/23
Quoted By: BSCCust Phone: 360-686-3072
Terms: NET 10TH PROXCustomer: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662Ship To: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Cust PO#: WIRE TERMINAL STA

Job Name: HERMISTON WATER SYSTEM IM

Item	Description	Quantity	Net Price	UM	Total
SP-RB14G2TS	RB14G-2T-S TWO TERMINAL WIRE STA	26	97.300	EA	2529.80

Net Total: \$2529.80
Tax: \$0.00
Freight: \$0.00
Total: \$2529.80

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**Scan the QR code or use the link below to
complete a survey about your bids:<https://survey.medallia.com/?bidsorder&fc=1620&on=80059>



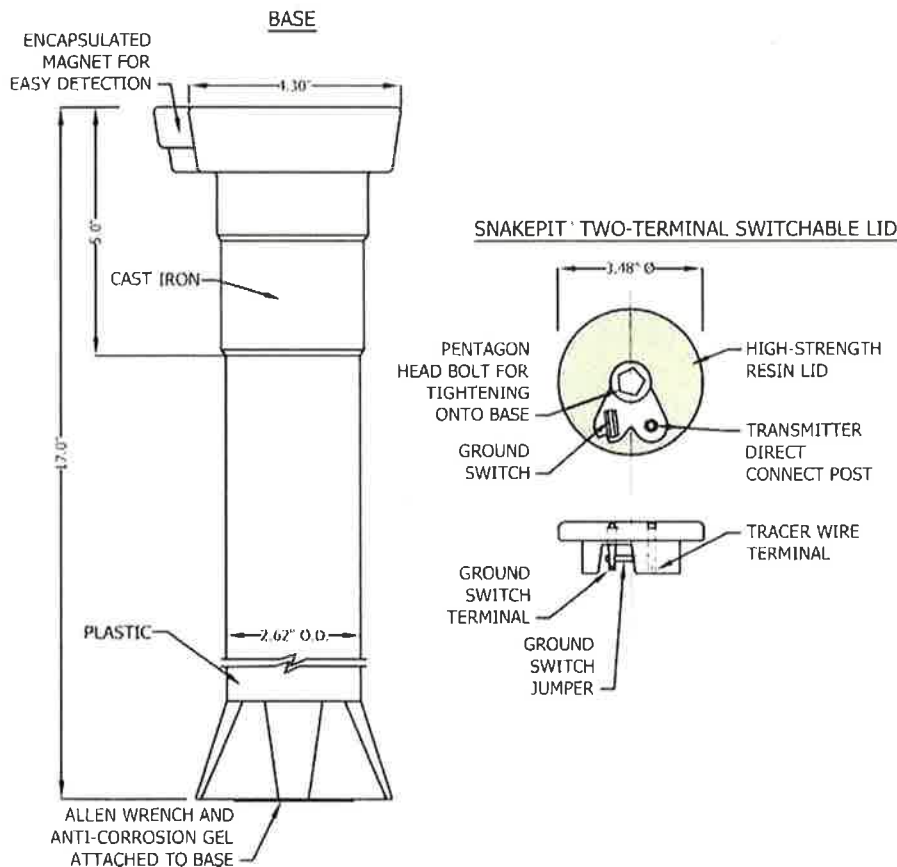
SNAKEPIT[®] ROADWAY

with Two-terminal Switchable Lid
ACCESS POINT

APPLICATION

Use to terminate tracer wire systems and provide direct connection to tracer wire and ground rod, at ground level, in roadway applications. Two-terminal Switchable Lid allows locator to switch ground off and on from top of lid to isolate targeted sections of tracer wire systems. **No need to remove lid.**

Package includes: base, lid, anti-corrosion gel, Allen wrench, installation instructions

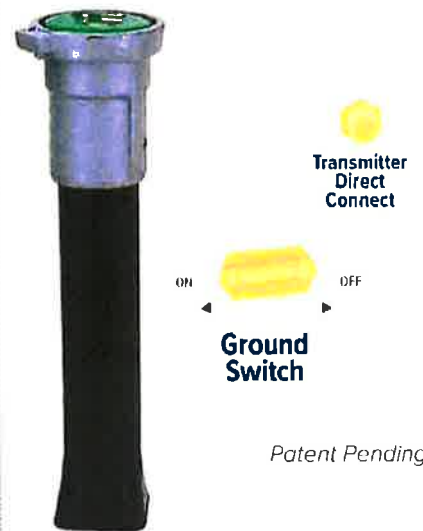


APWA UNIFORM COLOR CODE

	ELECTRIC
	GAS
	COMMUNICATION
	POTABLE WATER
	SEWER
	RECLAIMED WATER

RB14*2T-SW – SnakePit Roadway with Two-terminal Switchable Lid

(* denotes color)



Patent Pending

FEATURES AND BENEFITS

- Once-and-done installation
- Two-terminal, switchable lid allows for direct connection to tracer wire and ground rod from the top of the lid; single terminal also available
- 5" cast iron collar withstands heavy traffic
- Anti-corrosion gel protects wire
- Locking cover protects against tampering
- Encapsulated magnet allows for detection by a ferrous metal detector
- Lid color-coded to meet American Public Works (APWA) standards for utility identification

SPECIFICATIONS

These specifications apply to the SnakePit® Roadway Access Point with the Two-terminal Switchable Lid.

Lid Material

- Non-corrosive, injection molded resin
- Flexural modulus 986000 psi, Conditioned (ISO 178)
- Flexural strength 28300 psi, Conditioned (ISO 178)
- Impact rating 43 (-22°F) / 44 (73°F) ft lb/in², Charpy unnotched (ISO 179/1eU)
- Melting temperature 451° F (ISO 11357-3)
- Hardware
 - pentagon head bolt - anodized aluminum
 - terminals and jumper - brass

Base Material

- High-grade ABS rigid plastic (ASTM D1788, Type 1)
- Cast iron collar

Detection

- Access point base designed with magnet securely attached to be easily detected by magnetic locators even when access point is covered by soil, sod and/or paving material

Security

- Locking mechanism secures lid to base in a closed position
- Notched bolt end prevents loss of locking mechanism
- Locking mechanism can only be removed with the proper pentagon wrench

Shape

- Tubular (cylindrical) construction with removable round lid
- Support flange at base

Wire Connections

- Ground switch/terminal used to connect ground wire and to engage/disengage the ground connection
- Ground switch designed to resist unintentional switching - use pliers to switch on/off
- Ground switch, when in 'OFF' position, may be used to ground locate transmitter
- Direct connect post designed for utility locate transmitter positive lead
- Set screws used to secure tracer wire and ground wire to terminals
- Anti-corrosion gel supplied with lid must be applied to wire connections and ground switch jumper to protect connection points
- Access point designed for operational access to underground tracer wire systems

Lid Position

- Access point designed so that when installed, the collar will be flush with the surface and contain the lid so that it will not be in contact with the adjoining backfill or pavement
- The top surface of the access point lid is flush with the top of the base. The top of the bolt, when completely tightened, is flush with or below the lid surface.

- Copperhead products are manufactured under a quality control system that ensures products are free of defects and meet performance requirements.
- Copperhead provides best-in-class customer service. We promise to put forth our best efforts for our customers and to treat everyone we encounter with courtesy and respect.





888-885-2673

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52

HOME FIELD PLANT LAB MCELROY PARTS CATALOGS RESOURCES

Search for products

GO

Home > Shopping Cart

Shopping Cart

2 Products, 52 Items

QUICK ADD



Rhino Standard Legend Decal for 3-Rail and Wider Post , Water Pipeline w/ 811 Logo

\$3.78 | EA

SKU: 10326613HL

Quantity:

Amount: **\$98.28**

Edit Save for Later Remove



Rhino TriView® Post, 66", Blue

\$29.13 | EA

SKU: 10331619BX

Quantity:

Amount: **\$757.38**

Edit Save for Later Remove

ORDER SUMMARY

SUBTOTAL 52 ITEMS	\$855.66
Ship to:	99301
Estimated Shipping	\$99.74
ESTIMATED TOTAL	\$955.40

HAVE A PROMO CODE?

PROCEED TO CHECKOUT

Rotschy Inc

Project: Hermiston Regional Water System Imps. - 2023

Detail for #: 002

Date: 3/22/2023

Detail Page No. 1

ITEM	1	Supply & Install Vault PDX-245				
Quantity	1	Unit	LS	Unit Price	\$ 230,252.61	Total \$ 230,252.61

Subtotal:	General/Admin Overhead:	0.00%	Bond:	0.5%	Insurance:	\$4.00
\$228,198.82	\$0.00		\$1,140.99		\$912.80	

Item	Cost	M.U. %	M.U. Amnt	Other MU / Tax (O.M.T)	O.M.T Amnt	Total
-------------	-------------	---------------	------------------	-------------------------------	-------------------	--------------

Labor	\$ 10,577.07	15%	\$ 1,586.56	Sm Tools	0.0%	\$ -	\$ 12,163.63	
Description				OT	Unit	QTY	Unit Rate	Line Total
L1 General Laborer					HR	100	\$ 57.63	\$ 5,762.54
E3 Med Excav (80K-130K)					HR	20	\$ 68.67	\$ 1,373.42
E5 Hyd Backhoe, Wheel Type					HR	20	\$ 67.31	\$ 1,346.24
TRK 1 Dump Truck					HR	6	\$ 56.63	\$ 339.80
Supervision/foreman					HR	12	\$ 69.77	\$ 837.20
Project Manager					HR	3	\$ 83.34	\$ 250.03
L5 Flagger					HR	12	\$ 55.65	\$ 667.84
								-

Equipment	\$ 5,339.10	15%	\$ 800.87				\$ 6,139.97
Description				Unit	Quantity	Unit Rate	Line Total
11181 SK210D-10 - Crawler Mounted Hydraulic Excavators				HR	20	\$ 137.00	\$ 2,740.00
1214 420E IT - Tractor-Loader-Backhoes				HR	20	\$ 69.04	\$ 1,380.80
17853 6X4 18YD 70KGVW - On-Highway Rear Dumps				HR	6	\$ 94.75	\$ 568.50
17300 SIERRA 3500HD SLT 4x4 Gas - Light Duty Trucks				HR	12	\$ 54.15	\$ 649.80
							-
							-
							-

Material	\$ 95,963.50	15%	\$ 14,394.53	Matl Tax	0.0%	\$ -	\$ 110,358.03
Description				Unit	Quantity	Unit Rate	Line Total
Ferguson Waterworks Pipe Quote				LS	1	\$ 57,356.00	\$ 57,356.00
Inland NW Precast Quote (double check vault and PDX-245 vault)				LS	1	\$ 35,795.00	\$ 35,795.00
3/4"-0 Aggregate Base				TON	10	\$ 11.25	\$ 112.50
Bollards				EA	7	\$ 300.00	\$ 2,100.00
Concrete for thrust blocks, bollards, slab - short loads				CY	3	\$ 200.00	\$ 600.00
							\$ -
							\$ -

Subcontractors	\$ 94,264.00	5%	\$ 4,713.20				\$ 98,977.20
Description				Unit	Quantity	Unit Rate	Line Total
Gordon's Electric COP No. 1				LS	1	\$ 89,264.00	\$ 89,264.00
Crane Service				LS	1	\$ 5,000.00	\$ 5,000.00
							\$ -
							\$ -
							\$ -
							\$ -

Miscellaneous	\$ 500.00	12%	\$ 60.00				\$ 560.00
Description				Unit	Quantity	Unit Rate	Line Total
Temp power for startup				LS	1	\$ 500.00	\$ 500.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

Deliver To:	
From:	Brian Casey
Comments:	

19:45:50 FEB 21 2023

Page 1 of 2

FERGUSON WATERWORKS #3011

Order Confirmation
Phone: 509-544-2245
Fax: 509-544-9222

Order No: 1182054
Order Date: 02/21/23
Writer: BSC

Req Date: 03/03/23

Ship Via: OUR TRUCK
Terms: CASH ON DEMAND

Sold To: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Ship To: ROTSCHY INC
30115 FEEDVILLE RD
HERMISTON WATER SYSTEM IMP
HERMISTON, OR 97838

Cust PO#: U-107

Job Name: HERMISTON WATER SYSTEM IM

Item	Description	Quantity	Net Price	UM	Total
	BID ITEM 10 16" PVC WATER LINE				
MJFTLA1612	16X12 MJXFLG C153 TEE L/A	1	1212.840	EA	1212.84
AFC2512FMLAOL	12 FLG X MJ RW OL GATE VLV L/A	1	2702.610	EA	2702.61
SSLDEP12	12 DI MJ WDG REST GLND PK *ONELOK	4	430.660	EA	430.66
MJSP16	16 MJ C163 SLD PLUG	4	417.780	EA	417.78
IMJAP16	16 MJ C153 ACCY PK W/GLND	1	120.100	EA	120.10
IMJBG16	16 MJ C153 BLT GSKT PK L/ GLAND	1	87.050	EA	87.05
IVB910TOP	18 CI VLV BX TOP ONLY	1	73.840	EA	73.84
IVB910WTR	CI VLV BX WTR LID F/ 910	1	24.320	EA	24.32
SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	14	7.609	FT	106.53
FNWNBZ112	12 ZN 150# FLG NUT/BLT SET	1	31.400	EA	31.40
UFTF12S	12 FLG TYTE 1/8 150# FF GSKT SBR	1	55.230	EA	55.23
	SUBTOTAL				4962.36
	BID ITEM 23 PDX 138 VLV & MTR VAULT				
AFT50P12	12 CL50 CL DI FASTITE PIPE	40	56.190	FT	2247.60
FCROSS12	12 DI 125# C110 FLG CRS	1	1353.750	EA	1353.75
FT12	12 DI 125# C110 FLG TEE	1	1090.870	EA	1090.87
BF12	12 DI C110 125# BLND FLG	1	310.360	EA	310.36
MJ9LA12	12 MJ C153 90 BEND L/A	2	358.940	EA	717.88
SSLDEP12	12 DI MJ WDG REST GLND PK *ONELOK	9	130.660	EA	1175.94
AFC2512FMLAOL	12 FLG X MJ RW OL GATE VLV L/A	4	2702.610	EA	10810.44
MJSP12	12 MJ C153 SLD PLUG	1	158.690	EA	158.69
IVB910TOP	18 CI VLV BX TOP ONLY	4	73.840	EA	295.36
IVB910WTR	CI VLV BX WTR LID F/ 910	4	24.320	EA	97.28
SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	14	7.609	FT	106.53
FNWNBZ112	12 ZN 150# FLG NUT/BLT SET	14	31.400	EA	439.60



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Scan the QR code or use the link below to
complete a survey about your orders:

<https://survey.medallia.com/?bidsorder&fc=1620&on=80059>

19:45:50 FEB 21 2023

Reference No: 1182054

Item	Description	Quantity	Net Price	UM	Total
UFTF12S	12 FLG TYTE 1/8 150# FF GSKT SBR	10	55.230	EA	552.30
SZF2C12	12 DI STD DUTY REST ZIP FLG	4	166.225	EA	664.90
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	2	11.750	EA	23.50
UFTF08S	8 FLG TYTE 1/8 150# FF GSKT SBR	2	47.970	EA	95.94
RDJ40012105010D	*CVR* DJ400-12X10.50 CLS D FLG EPOX	1	1804.000	EA	1804.00
FFP12K	12X2'0 FLGXFLG CL BT DI SPL	1	1220.000	EA	1220.00
SP-C631G01BCSVYKCK	12 631G-01BCSVYKCK CNTL VLV W/X101 THIS PRICING ON THE CLAVAL IS SET TO EXPIRE ON 2/28.	1	19931.110	EA	19931.11
SS9212	12 ADJ PIPE SDL SUPP	2	140.290	EA	280.58
IGNK24	2X24 GALV RDY CUT PIPE TBE	2	38.310	EA	76.62
WLF757DCDAOSYGPMX	LF 8 SS DBL CHK DET ASSY BFP OS&Y	1	6066.480	EA	6066.48
FCR12X	12X8 DI 125# C110 FLG CONC RED	2	490.650	EA	981.30
PLS360S	LS-360S LINK SEAL W/ SS NUT & BLT	84	17.050	EA	1432.20
PF92511	1/2HP CI SUMP PUMP W/ VERT SWCH	1	285.870	EA	285.87
P80NJU	1-1/2X6 PVC S80 NIP TBE	1	4.600	EA	4.60
P80SFBKJ	2X1-1/2 PVC S80 SPXFIP BUSH	1	10.296	EA	10.30
P80SCK	2 PVC S80 SXS COUP	1	8.090	EA	8.09
P80PK	2 X 20 FT PVC S80 PE PIPE	20	370.590	C	74.12
P80S9K	2 PVC S80 SXS 90 ELL	1	6.950	EA	6.95
P80SMAK	2 PVC S80 SXM ADPT	4	17.660	EA	70.64
	SUBTOTAL				52393.80

Net Total: \$57356.16
Tax: \$0.00
Freight: \$0.00
Total: \$57356.16

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

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Inland Northwest Precast
5516 North Starr Rd PO Box 610
Newman Lake, WA 99025
(509) 226-5050

****VETERAN OWNED****

****SMALL BUSINESS****



To: Rotschy Inc.

ATTN: Michael McBride

PROJECT: Hermiston water Systems

PHONE: 360-334-3100

PROJECT LOCATION: Hemiston Oregon

BID DATE:1-11-2023

BID ITEM#	ITEM DESCRIPTION	QTY	EACH	TOTAL
	8'x12'x8' High inside Traffic rated vault includes base, Ladder with pull up extension, 72"x96" H-20 Rated aluminum Hatch and sump in base	1	\$24,277.00	\$24,277.00
	4'x8'x6' High inside Traffic rated vault with base and oversized lid includes with 48"x96" H-20 rated Aluminum hatch	1	\$11,518.00	\$11,518.00
	*Link Seals for all vault penetrations by contractor			

Quoted From Plans Dated:

BY: Ryan Williams: 2/20/2023 509-904-7429

TOTAL:

\$35,795.00

***ABOVE QUOTE IS GOOD FOR 30 DAYS. SALES TAX NOT INCLUDED. ALL QUOTES ARE FOB JOB SITE. OFF-LOAD BY CONTRACTOR. PRICES ABOVE ARE TRUCKLOAD QUANTITIES ONLY. PARTIAL LOADS ARE SUBJECT TO ADDITIONAL CHARGES. PRICE SUBJECT TO CHANGE ACCORDINGLY IF THERE ARE REVISIONS**

Gordon's Electric Inc.
80891 hwy 395 North
Hermiston, Ore. 97838
Phone # (541) 567-0114, Fax # (541) 567-1701
Lic # 30-24c CCB# 9144

April 26, 2023

Attn: Daniel Massie

RE: Electrical work for new PDX245 vault.

Hermiston Regional Water Improvements

CO #1 \$89,264.00

Please note: We have included an allowance in our quote for up to 50' of conduit/wire to run power to this vault electrical panel from an unknown location not shown in the upper left detail on sheet E-4, while also referencing sheet keynote H. It is unclear if this conduit run is 10' or 1000' or more.

Inclusions:

- Install electrical and controls complete, duplicating the work required for the PDX138 vault.
- Install 480v disconnect and 6kva step down transformer.
- Flowmeter.

Change Order Breakdown

Labor

Journeyman	(\$130/hr x 149 hrs)	\$19,370.00
Total		\$19,370.00

Materials

100 amp panelboard w/ SPD		
480v 30 amp nonfused disconnect		
6kva 480 x 208/120v transformer		
Lighting		
Hardware/Fasteners		
Conduit & Fittings		
Wire & Connectors		
Tape		
Subtotal		\$21,598.00
Markup	(10%)	\$ 2,160.00
Total		\$23,758.00

Equipment

Conduit threader		\$ 250.00
Electric bender		\$ 250.00
Total		\$ 500.00

Subcontractors

Instrumentation & Controls		
Subtotal		\$41,306.00
Markup	(10%)	\$ 4,131.00
Total		\$45,437.00

Other

Permit		\$ 199.00
Total		\$ 199.00

FERGUSON WATERWORKS #3011

Price Quotation
Phone: 509-544-2245
Fax: 509-544-9222

Bid No: B453113
Bid Date: 04/14/23
Quoted By: KYK

Cust Phone: 360-686-3072
Terms: NET 10TH PROX

Customer: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Ship To: ROTSCHY INC
HERMISTON WATER SYSTEM IMP
7408 NE 113TH CIRCLE
PASCO ROTSCHY ACCOUNT
VANCOUVER, WA 98662

Cust PO#: FIELD ORDER 2

Job Name: HERMISTON WATER SYSTEM IM

Item	Description	Quantity	Net Price	UM	Total
AFT52PD12	12 CL52 DCL DI FASTITE PIPE	20	71.270	FT	1425.40
MJRLA1612	16X12 MJ C153 RED L/A	1	423.940	EA	423.94
IMJAP16	16 MJ C153 ACCY PK W/GLND	1	127.610	EA	127.61
IMJAP12	12 MJ C153 ACCY PK W/GLND	2	77.480	EA	154.96
Net Total:					\$2131.91
Tax:					\$0.00
Freight:					\$0.00
Total:					\$2131.91

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

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