

# PENDLETON SCHOOL DISTRICT 16R

## INVITATION TO BID



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SOLICITATION NUMBER: ITB 2022-1  
PENDLETON HIGH SCHOOL GOLD GYM RE-ROOF

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**Due Date & Time**

Thursday, June 9, 2022 at 2:00 P.M.

**Issuing Office**

Pendleton School District 16R  
107 NW 10<sup>th</sup> Street  
Pendleton, OR 97801

**Contact**

Michelle Jones, Director of Business Services  
(541) 966-3259  
[mijones@pendletonsd.org](mailto:mijones@pendletonsd.org)

**PUBLIC IMPROVEMENT  
INVITATION TO BID  
Solicitation Number: ITB 2022-1  
Pendleton School District 16R – Pendleton High School Gold Gym Re-Roof**

This solicitation is for retaining a roofing contractor to furnish, install, manage and coordinate all work as shown in the attached documents on behalf of the Pendleton School District. The goal is to re-roof the High School's Gold Gym building. Bidders shall carefully review all the documents included and/or attached hereto.

This is a public works project subject to ORS 279C.800 to 279C.870.

Pendleton School District 16R Director of Business Services Michelle Jones **will receive sealed bids in writing from qualified contractors until 2 p.m. Pacific Daylight Time, Thursday, June 9, 2022** at the Pendleton School District office, 107 NW 10<sup>th</sup> Street, Pendleton, OR 97801 for the construction of the roof at Pendleton High School Gold Gym at which time the bids will be opened and read aloud to all in attendance. Bids received after the time fixed for opening will not be considered. The First-Tier Subcontractor Disclosure Form must be submitted in a separate envelope within one (1) business hours after the advertised bid closing time.

**PRE-BID CONFERENCE:** A non-mandatory pre-bid conference will be held at **3:00 p.m. Pacific Daylight Time, Wednesday, May 24, 2022** at Pendleton High School, 1800 NW Carden Ave, Pendleton OR 97801. This non-mandatory pre-bid conference will meet at the front entrance of the building and then move to site tour.

**BID DOCUMENTS FOR CONTRACTORS:** Electronic bid documents are available by the following options: by calling 541-966-3259, by emailing [mijones@pendletonsd.org](mailto:mijones@pendletonsd.org) or on the Pendleton School District website, [www.pendleton.k12.or.us](http://www.pendleton.k12.or.us). Prospective Bidders must frequently check this webpages for any addenda, notices, or other updates regarding this Solicitation.

No bid shall be considered unless the bid contains a statement by the bidder, as part of his or her bid, that the provisions required by ORS 279C.800 through ORS 279C.870 (workers on public works to be paid not less than prevailing rate of wage) and 40 U.S.C. 3141 to 3148 (Davis-Bacon Act) shall be included in this contract. The current wage rates applicable to this project are available at [www.boli.state.or.us](http://www.boli.state.or.us).

No bid will be considered unless accompanied by certified check, cashier's check, or bid bond made payable to Pendleton School District 16R in an amount equal to ten percent (10%) of the Basic Bid. Interest will not be allowed on bid security.

It shall be understood and mutually agreed by and between the Contractor and Owner that the date of beginning and time for completion of the project are essential conditions of the contract and that the time for beginning and completion of the project shall be considered by the Owner in awarding the contract.

No bidder may withdraw his/her bid after the hour set for the opening thereof, or thereafter, before award of the contract, unless award is delayed for a period exceeding thirty (30) days from the Bid Opening date.

**All questions and comments about this solicitation must be directed ONLY IN WRITING to: [mijones@pendletonsd.org](mailto:mijones@pendletonsd.org) prior to Monday, May 30, 2022, 1:00 PM.**

**The Owner reserves the right to waive any irregularities in the bids, to cancel the procurement, to reject any or all bids, and to accept only such bids as may be in the Owner's best interest.**

# INSTRUCTIONS TO BIDDERS

## SECTION 1 GENERAL

### 1.1 SUMMARY

- A. This construction will be carried out under one General Construction Agreement covering the construction work on this project. "State of Oregon General Conditions for Public Improvement Contracts" will be referred to as the "General Conditions" throughout this Project Manual. This agreement includes all labor, materials, transportation, equipment and services necessary for and reasonably incidental to the completion of all work in connection with the project described in this document.

### 1.2 DEFINITIONS

- A. Bid Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form and supporting exhibits, including any addenda issued prior to receipt of bids. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

### 1.3 SCOPE OF WORK AND DESCRIPTION OF BID ITEMS

The scope of work is to re-roof Pendleton High School Gold Gym. It is intended that the Contractor provides a complete project and coordinates work with the District and all applicable agencies have authority. It is expected that there will be coordination with an HVAC contractor, to remove and replace roof mounted equipment, if required by the re-roofing scope of work.

- A. Base Bid:
  - a. See Technical Specifications for details. A general scope description includes: installation of a new fleece-backed roofing membrane that is installed over the existing roofing system. Installation includes new continuous gutters and downspouts: the valley areas of the roof shall be built up with insulation and provide drainage to box gutters and downspouts at all valley locations.
  - b. Work to include supplying, receiving, storing and handling of all required materials.
  - c. Work includes implementation of all safety and fall protection systems required to complete this scope of work.
  - d. Work includes protection of neighboring finishes and replacement/repair of any damaged surfaces including but not limited to sheet metal, exterior wall finishes, roof mounted equipment, sidewalks, and surrounding landscape areas. Any damages to neighboring property will be required to be repaired by the Contractor.
  - e. Contractor shall provide all labor, materials, equipment, transportation, and other facilities and services as necessary and/or required to execute all of the work.
  - f. All work areas shall be cleaned of any construction debris on a daily basis. The Contractor is responsible for material removal and disposal. Upon completion of the project, the Contractor is to provide final cleaning of all work areas in which materials were stored, installed, replaced or repaired including any jobsite office.
  - g. **Submit product data for all roofing materials within 5 days of a fully executed contract and provide proof of ordered material within 10 days after the fully executed contract.**
  - h. The district will not entertain escalation claims once the contract is fully executed and any prepayment or advance delivery requirements have been established. Confirmation of material delivery and insurance certificates concerning stored materials will be required.
- B. No product substitutions or bid alternates or will be allowed after the bid opening.

#### 1.4 PUBLIC WORKS

- A. This solicitation will result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141-3148). No Bid will be received or considered by the District unless the Bid contains a statement by the Bidder that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) and the Davis Bacon Act (40 U.S.C. 3141-3148) are to be complied with (see Bidder Certification).
- B. Contractor must be registered with the Oregon Construction Contractors Board (CCB) for a bid to be considered. In addition to specific statutory provisions cited, the Contractor shall comply with all other applicable requirements of Chapter 279C – Public Contracting, Oregon Revised Statutes.
- C. ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Bidders are therefore required to certify that they have an employee drug-testing program in place that applies to all employees and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a program will constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

#### 1.5 HOURS OF LABOR

- A. Section 279C.520, Oregon Revised Statutes, provides that in all cases where labor is employed by the state, county, school district, municipality, municipal corporation or subdivision, through a Contractor, no person shall be required or permitted to labor more than 10 hours in any one day, nor more than 40 hours in any one week, except in the case of necessity, emergency, or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and one-half pay for all overtime in excess of 10 hours per day or 40 hours in any one week, and for work performed.
- B. Hours of labor shall comply with local noise ordinance.

#### 1.6 BIDDER'S REPRESENTATION

- A. Each bidder by making their bid represents that they have read and understands the Bid Documents, and have familiarized themselves with the locale, site and conditions under which the work is to be performed. The Contractor's signature on their bid indicates acceptance of the conditions at the site of the work upon which they are bidding.

#### 1.7 SUBMISSION OF BID

- A. All bids must be prepared on the Bid Form in this solicitation and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement to Bid, or prior to any extension thereof issued to the bidders.
- B. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw, or cancel their bid or any part thereof for 30 days after the time designated for the receipt of bids in the Advertisement to Bid. Prior to the receipt of bids, Addenda will be mailed or delivered to each Contractor recorded by the District as having received the Bid Documents and will be available for inspection wherever the Bid Documents are kept available for that purpose. Enclose the bid with attachments in a sealed envelope with the following address and identification on the face:
  - a. [Bidder's Name]
  - b. [Bidder's Address]
  - c. "Pendleton High School Gold Gym Re-Roof"

## 1.8 BID GUARANTEE

- A. Attach bid security to all bids in the form of a surety bond, cashier's check, or certified check of the bidder in the amount equal to ten percent (10%) of the Basic Bid amount, made payable to Pendleton School District 16R, as a guarantee that bidder will, if awarded the Contract, execute same and furnish the specified performance and labor and materials payment bond.
- B. The Owner reserves the right to hold the bid security of the two lowest bidders until a Contract is signed, or for 30 calendar days, whichever is less. All other bid security will be returned as soon as practical. Any bidder refusing to enter into a Contract and furnish specified bonds within five calendar days after notification that their bid has been accepted, shall forfeit their bid security to the Owner as liquidated damage, but not as a penalty.

## 1.9 METHOD OF AWARD

- A. If the lowest basic bid by a responsible bidder does not exceed the amount of funds estimated by the Owner as available to finance the contract, the contract may be awarded on the base bid, but the Owner shall have sole discretion in also considering the beginning and completion time of the project in rejecting any base bid.
- B. At Owner's discretion, Owner may include one or more bid alternates (additive or deductive) as selected by Owner when comparing bids.
- C. The Owner reserves the right to reject any or all bids as permitted by Oregon Statute or Administrative Rule and to consider the competency and responsibility of bidders and of their proposed subcontractors in making the award.

## 1.10 FORM OF AGREEMENT

- A. The Agreement Between Owner and Contractor is included within this document.
- B. The contract shall contain a provision that the Contractor shall pay and perform according to the conditions required by ORS 279C.800 to 279C.870, Prevailing Wage Rate and 40 USC § 3141 – 3148 Davis-Bacon Act.

## 1.11 PERFORMANCE BOND

- A. The successful bidder shall promptly furnish a Performance Bond, which shall be an Oregon Public Works Contract Bond, in compliance with the requirements of Chapter 279C.380, Oregon Revised Statutes, in an amount equal to 100 percent of the cost of the work, such bond to be written by properly qualified surety authorized to do business in the State of Oregon.

## 1.12 PROHIBITIONS OF ALTERATIONS (BID FORM)

- A. Except as otherwise provided herein, bids that are incomplete or are conditioned in any way, contain erasures, alterations, or items not called for in the bid, or are not in conformity with the law, may be rejected by the Owner as informal. Only the amounts and information asked for in the Bid Form will be considered as the Bid. Each bidder shall bid upon the work exactly as specified and as provided in the Bid Form.

## 1.13 LIST OF SUBCONTRACTORS

- A. Within one hour (1hr) of the date and time of the deadline when the bids were due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency, in accordance with ORS 279C.370, a disclosure of any first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement and whose contract value is equal to or greater than:
  - a. Five percent of the total project bid or \$15,000, whichever is larger; or
  - b. \$350,000, regardless of the percentage of the total project bid.
- B. The disclosure of first-tier subcontractors shall include:
  - a. The name of each subcontractor.

- b. The amount of the contract of the subcontractor and the category of the subcontractor's work.
- C. Submit list of subcontractors on First-Tier Subcontractor Disclosure Form, sealed in an opaque envelope, addressed and delivered to the same location as the Bid.

1.14 SCHEDULE OF VALUES

- A. Upon request by the Owner, the selected bidder shall within five **(5) days thereafter, submit to the owner a Schedule of Values of various parts of the work**, including quantities and amount aggregating the total sum of the Contract. With each application for payment, the Contractor shall furnish a detailed statement comprising various items which represent the total amount of work completed to the date upon which application for payment is made. No application for payment will be considered unless accompanied by such a statement.

1.19 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

- A. By submitting this bid, the bidder certifies conformance with the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon governments having responsibility for the enforcement of such laws shall be supplied to the Owner upon request, for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

1.20 RESIDENCY

- A. Bidders must identify whether the Bidder is or is not a "Resident Bidder," as defined in ORS 279A.120(1).
- B. Nonresident Bidders. In determining the lowest Responsive Bid, the District will, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.

**SECTION 2 SCHEDULES**

2.1 SOLICITATION SCHEDULE:

- A. The milestones for the selection process are set forth below. The purpose of this schedule is for Bidder information only. Required dates for Contract period milestones, submittals and any other activities are provided elsewhere in this Solicitation. The District reserves the right to deviate from this schedule.

<u>Solicitation Milestone</u>	<u>Date</u>
Non-Mandatory Pre-Bid Meeting	Tuesday, May 24, 2022, 3:00 PM
Final day for questions	Monday, May 30, 2022, 1:00 PM
Final day for addenda (if required)	Tuesday, May 31, 2022, 4:00 PM
Solicitation Closing/Bid Opening	Thursday, June 9, 2022, 2:00 PM
Notice of intent to award	Friday, June 10, 2022
Board Approval	Monday, June 13, 2022
Notice to proceed	Tuesday, June 14, 2022

2.2 CRITICAL CONTRACT DATES

- A. Work to be conducted under one phase as noted below.
- B. Bidder must agree to commence work as directed in written 'Notice to Proceed' and shall be substantially complete in accordance with the following schedule:
  - a. Preparatory work may begin on date of Notice to Proceed. Preparatory work includes but is not limited to submittals, field verification, exploratory work, equipment procurement, scheduling, and any work not impacting school operations.

- b. Primary **construction operations may begin on or after June 13, 2022.**
  - c. All project shall achieve **substantial completion by August 15, 2022.**
  - d. All work shall achieve **final completion by September 2, 2022**
- C. It is the intent of the Owner to issue a 'Notice to Proceed' for the work on or about June 14, 2022.

### 2.3 LIQUIDATED DAMAGES

- A. If Substantial Completion is not achieved by the agreed date or as may be adjusted pursuant to the Contract Documents, the Contractor shall pay to the Owner as liquidated damages for the loss of use of the Project the following amount: the sum of Five Hundred Dollars (\$500) for each partial day or full day of delay beyond the deadline for Substantial Completion.



# TECHNICAL SPECIFICATIONS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Fully Adhered roofing system with fleece-backed thermoplastic roofing membrane.
- B. Insulation, flat and tapered for new built-up drainage crickets.
- C. Flashings as required.
- D. Roofing cant strips, stack boots, roofing expansion joints, and walkway pads as required.

### 1.2 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2016.
- C. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- D. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2016.
- E. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing; 2013.
- F. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- G. FM (AG) - FM Approval Guide; current edition.
- H. FM DS 1-28 - Wind Design; 2007.
- I. NRCA (RM) - The NRCA Roofing Manual; 2017.
- J. NRCA (WM) - The NRCA Waterproofing Manual; 2005.
- K. UL (DIR) - Online Certifications Directory; current listings at [database.ul.com](http://database.ul.com).
- L. UL (FRD) - Fire Resistance Directory; current edition.

### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
  - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.
  - 2. General Contractor, Owner, and Owner's Representative to be in attendance.

### 1.4 SUBMITTALS

- A. Product Data: Provide data indicating membrane materials, flashing materials,

insulation, surfacing, and adhesives.

- B. Shop Drawings: Submit drawings that indicate joint or termination detail conditions, conditions of interface with other materials, and paver layout.
- C. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.
- F. Warranty Documentation:
  - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
  - 2. Submit installer's certification that installation complies with warranty conditions for waterproof membrane.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with at least three years of documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

#### 1.7 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

#### 1.8 WARRANTY

- A. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
  - 1. **Warranty Term: 20 years.**
  - 2. For repair and replacement include costs of both material and labor in warranty.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
  - 1. Basis of Design: Carlisle Roofing Systems, Inc; Sure-Weld FleeceBACK TPO with a 55 mil fleece bonded to the underside: [www.carlisle-syntec.com](http://www.carlisle-syntec.com).
  - 2. Acceptable alternate manufactures of similar a similar product may include:
    - a. Firestone Building Products: [www.firestonebpc.com](http://www.firestonebpc.com)
    - b. GAF: [www.gaf.com](http://www.gaf.com)
    - c. Johns Manville: [www.jm.com](http://www.jm.com)
- B. Suppliers of the insulation for drainage crickets:
  - 1. Carlisle SynTec; SecurShield Insulation: [www.carlisle-syntec.com/#sle](http://www.carlisle-syntec.com/#sle).
  - 2. Owens Corning Corporation: [www.ocbuildingspec.com](http://www.ocbuildingspec.com).
  - 3. Johns Manville, Flat & Tapered Energy 3: [www.jm.com](http://www.jm.com).
  - 4. Substitutions: See Section 01 6000 - Product Requirements.

### 2.2 ROOFING

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered, over vapor retarder and insulation; meeting ENERGY STAR Cool Roof requirements.
- B. Roofing Assembly Requirements:
  - 1. Roof Covering External Fire Resistance Classification: UL (FRD) Class A.
  - 2. Insulation Thermal Resistance (R-Value): 3 per inch, minimum; provide insulation of thickness required.
- C. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.
  - 1. Minimum 2 layers of polyisocyanurate board.
- D. Acceptable Insulation Types - Tapered Application: Any of the types specified.

### 2.3 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
  - 1. TPO: Fleece-backed Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrim.
    - a. Thickness: 60 mil, 0.060 inch, minimum.
  - 2. Sheet Width: Factory fabricated into largest sheets possible.
  - 3. Solar Reflectance: 0.95, minimum, initial, and 0.85, minimum, 3-year, certified by Cool Roof Rating Council.
  - 4. Thermal Emissivity: 0.80, minimum, initial, and 0.79, minimum, 3-year, certified by Cool Roof Rating Council.
  - 5. Color: White.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.
- D. Separation Sheet: If required as part of manufacturer's approved system. Sheet polyethylene; 2 mil thick.

## 2.4 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
  - 1. Classifications:
    - a. Type II:
      - 1) Class 1 - Faced with glass fiber reinforced cellulosic felt facers on both major surfaces of core foam.
      - 2) Compressive Strength: Classes 1-2-3, Grade 3 - 25 psi (172 kPa), minimum.
      - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 1, Grades 1-2-3 - 8.4 (1.48) at 75 degrees F, minimum.
        - (a) Alternate No. 1: Total R-value of roof insulation to be R-38, minimum.
  - 2. Board Size: 48 by 96 inch.
  - 3. Board Thickness: 2.0 inch max., or as required to reach total thickness as recommended by NRCA Roofing Manual.

## 2.5 ACCESSORIES

- A. Continuous gutters and downspouts: the valley areas of the roof shall be built up with insulation and provide drainage to box gutters and downspouts at all valley locations.
- B. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- C. Cant and Edge Strips: Wood fiberboard, compatible with roofing materials; cants formed to 45 degree angle.
- D. Insulation Joint Tape: Glass fiber reinforced type as recommended by insulation manufacturer, compatible with roofing materials; 6 inches wide; self-adhering.
- E. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
  - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- F. Membrane Adhesive: As recommended by membrane manufacturer.
- G. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- H. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- I. Insulation Adhesive: As recommended by insulation manufacturer.
- J. Sealants: As recommended by membrane manufacturer.
- K. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
  - 1. Composition: Roofing membrane manufacturer's standard.
  - 2. Size: Manufacturer's standard size(s).
  - 3. Surface Color: White or yellow.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.

- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

### 3.2 INSTALLATION -GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during unsuitable weather.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- F. Coordinate this work with installation of associated counterflashing's installed by other sections as the work of this section proceeds.

### 3.3 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate at rate of 1.25 gal/sq ft., or as recommended by TPO manufacturer. Fully embed membrane in adhesive except in areas directly over or within 3 inches of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. Mechanical Attachment (Alternate No. 2): Apply membrane and mechanical attachment devices in accordance with manufacturer's instructions.
- F. At intersections with vertical surfaces:
  1. Extend membrane over cant strips and up a minimum of 6 inches onto vertical surfaces.
  2. Fully adhere flexible flashing over membrane and up to regrets.
  3. Insert flashing into regrets and secure.
- G. Around roof penetrations, seal flanges and flashings with flexible flashing.
- H. Coordinate installation of roof drains and sumps and related flashings.

### 3.4 WALKWAY PADS

- A. Install in accordance with membrane manufacturer's requirements for warranty.
- B. Provide walkway pads at the following locations:
  - 1. From each fixed point of entry to roof, to nearest mechanical unit.
  - 2. Surrounding each mechanical unit.
  - 3. In a path connecting mechanical units in a logical path looping back to the points of entry.
  - 4. Below all the metal roof eave locations.

### 3.5 FIELD QUALITY CONTROL

- A. Quality Requirements, for general requirements for field quality control and inspection.
- B. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

### 3.6 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

### 3.7 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

**Pendleton School District 16R  
Pendleton High School Gold Gym Re-Roof  
SOLICITATION NUMBER: ITB 2022-1**

**BID SUBMISSION CHECKLIST**

**ALL AFFIDAVITS, CERTIFICATIONS, FORMS AND BID CONTENT ATTACHED TO THE INVITATION TO BID MUST BE INCLUDED AS PART OF THE BID RESPONSE.**

The following affidavit, certifications and forms must be completed and signed by the person authorized to represent the Bidder regarding all matters related to the Bid and authorized to bind the Bidder to the agreement. Failure to submit any of the required, completed, and signed affidavits/certifications/forms may be grounds to declare the Bid nonresponsive.

\_\_\_ BID FORM & CERTIFICATIONS. (Attachment A)

\_\_\_ BID SECURITY (Bid Bond or payment).

\_\_\_ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS. (Attachment B)

\_\_\_ FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (Attachment C)

**This checklist is provided for the Bidder's convenience in assembling their Bid  
and is NOT required to be returned with the Bid**

**Attachment A**  
**BID FORM & CERTIFICATIONS**  
**Pendleton School District 16R – Pendleton High School Gold Gym Re-Roof**

**TO: PENDLETON SCHOOL DISTRICT 16R**

**FROM: \_\_\_\_\_ (Name of Bidder)**

**1.1 BIDDER AGREEMENT**

- A. The Undersigned has:
- a. Reviewed the "Pendleton High School Gold Gym Re-Roof" bid documents.
  - b. Reviewed Addenda Number(s) inclusive.
  - c. Examined the site and conditions affecting the Work.
- B. The Undersigned agrees:
- a. To hold this Bid open for 30 days subject to provisions in Bidding Requirements Document "Instructions to Bidders."
  - b. That Bid Security attached to this Bid Form is left in escrow with Pendleton School District 16R as a Bid Guarantee, subject to provisions in Bidding Requirements Document "Instructions to Bidders."
  - c. That Bid Security is not less than ten percent (10%) of the Contract Sum, and is in the form of a (choose one):  
**Cashier's check     Certified check     Bid Bond**
  - d. That Bid Forms not indicating that Addenda were received prior to Bid Date may be rejected by the Owner.
  - e. That this Bid has been arrived at by the Bidder independently and has been submitted without collusion designed to limit independent bidding and competition.
  - f. They are registered with the Construction Contractors Board, or is licensed by the State Landscape Contractors Board, or licensed under ORS 468A.720 (Air Quality), if required.
  - g. Any Bid of a contractor or subcontractor listed on BOLI's List of Ineligibles will be rejected.
- C. If awarded a contract, the Undersigned agrees:
- a. To enter into and execute a Contract on the basis of this Bid, within five (5) days from date of Notice of Acceptance of this Bid. In the event the undersigned fails or neglects to execute the Contract and the undersigned is considered having abandoned the Contract by the Owner, the Bid security will be forfeited.
  - b. To complete the Work in accordance with the Contract Documents for the amount set forth in this Bid Form.
  - c. To complete the Work within the time period stipulated in 2.2B of "Instructions to Bidders".
  - d. To be bound by and will comply with the provisions of Prevailing Wage Laws ORS 279C.800 through ORS 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141 to 3148), to pay workers not less than the higher of the Prevailing Wage Rates as published by the Oregon Bureau of Labor and Industries in the July 1, 2021 Prevailing Wage Rate Book and associated relevant 2021 Prevailing Wage Rate Amendments, or the Davis-Bacon Act Wage Determination
  - e. To comply with Oregon tax laws in accordance with ORS 305.385.
  - f. That the required Statutory Public Works Bond has been filed with the Construction Contractor's Board.
  - g. That it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, minority-owned business, women-



owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontract.

- h. To demonstrate that an employee drug testing program is in place pursuant to ORS 279C.505(2).

**1.2 RESIDENCY**

- A. The Bidder, pursuant to ORS 279A.120 (1), (check one) is \_\_\_\_\_/is not \_\_\_\_\_ a resident Bidder. If not, indicate State of residency \_\_\_\_\_.

**1.3 ACKNOWLEDGEMENT OF ADDENDA**

- A. The Bidder acknowledges receipt of the following Addenda (List by number):

<b>Addendum Number</b>	<b>Date</b>
_____	_____

**1.4 BID AMOUNT**

- A. Basis of Award: Stipulated Sum  
\$ \_\_\_\_\_ dollars.

**1.5 BID ALTERNATES:**

- A. No Substitutions or Bid Alternative are not allowed.

**1.6 BIDDER'S SIGNATURE AND IDENTIFICATION**

Please print or type all information requested below (except where signature is required) and attach Bid Security to this form.

Name of Proprietorship, Partnership,  
or Corporation:

Signature of Proprietor, Partner,  
or Corporate Official:

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

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

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**Name of Signatory**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**City, State, and Zip Code**

\_\_\_\_\_  
**If Corporation, Attest:**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Secretary of Corporation**

\_\_\_\_\_  
**Construction Contractors Board Number**

\_\_\_\_\_  
**State of Incorporation**

**Attachment B**  
**AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS**

\_\_\_\_\_ (Bidder)

I state that:

(1) The correct taxpayer identification numbers are:

A. Federal Employer ID Number (EIN): \_\_\_\_\_ B. Employer's Oregon ID Number: \_\_\_\_\_

(2) Bidder is not subject to backup withholding because (i) Bidder is exempt from backup withholding, (ii) Bidder has not been notified by the IRS that Bidder is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Bidder that Bidder is no longer subject to backup withholding;

(3) The price(s) and amount of this Bid must be arrived at independently and without consultation, communication or agreement with any other Supplier, Bidder or potential Bidder, except as disclosed on the attached appendix.

(4) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, will be disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Contract award.

(5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Solicitation, or to submit any noncompetitive Bid or other complementary Bid.

(6) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(7) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and 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 proposing on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Pendleton School District in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and will be treated as fraudulent concealment from the Pendleton School District of the true facts relating to the submission of Bids for this contract. I am authorized to act on behalf of Bidder, and have authority and knowledge regarding Bidder's payment of taxes, and to the best of my knowledge, Bidder is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

\_\_\_\_\_ (Affiant's Signature)

STATE OF OREGON

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (Affiant's name)

Notary: \_\_\_\_\_

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

**Attachment C**  
**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**PROJECT NAME: Pendleton High School Gold Gym Re-Roof**

BID CLOSING DATE: June 7, 2022 – 2 p.m. LOCAL TIME

DISCLOSURE DEADLINE DATE: June 7, 2022 – 3:00 p.m. LOCAL TIME

This form must be submitted in a separate envelope within two (1) business hours of the advertised bid closing date and then no later than the DISCLOSURE DEADLINE stated above.

List below the Name, Dollar Value, Category of each subcontractor that will be furnishing labor or materials that are required to be disclosed. Enter "NONE" if there are no subcontractors that need to be disclosed. (If needed, attach additional sheets.)

NAME	DOLLAR VALUE	CATEGORY
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	

The above listed first-tier subcontractor(s) are providing labor or materials with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000 (add all additive alternates and subtract all deductive alternates).
- b) \$350,000 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTAL BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD.**

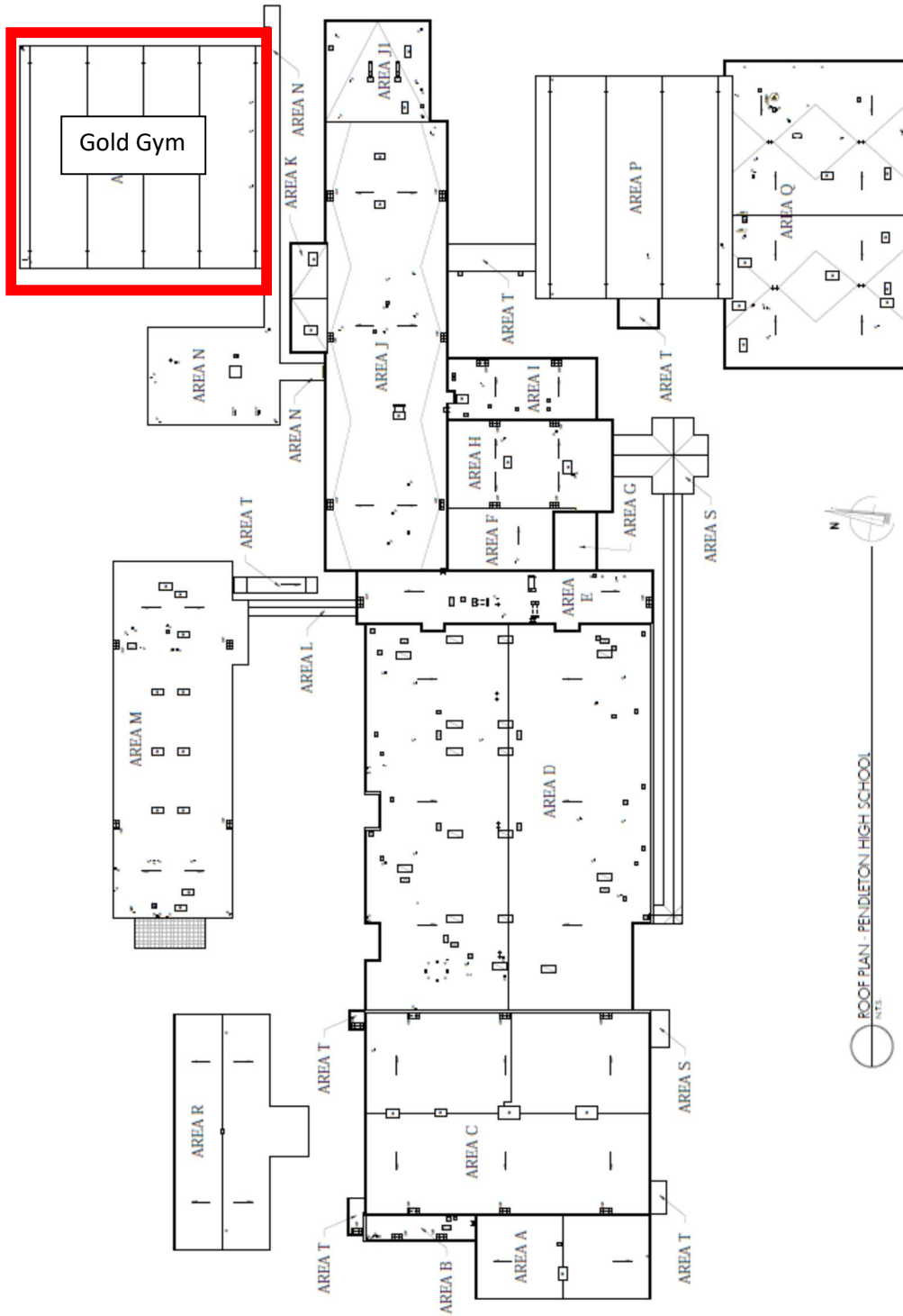
Form Submitted By (Bidder Company Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

DELIVER FORM TO: \_\_\_\_\_

THIS DOCUMENT SHALL NOT BE FAXED. It is the responsibility of bidders to separately submit this disclosure form and additional sheets, with the words "DISCLOSURE FORM", the Project Name clearly marked on the envelope, at location indicated above by the specified deadline.

# Attachment D Project Information



# ROOF EVALUATION

Owner: <b>Pendleton School District</b>	Roof Area: <input style="width: 100px;" type="text" value="0"/>
Building: <b>Pendleton High School</b>	
Building No.:      Location: <b>Pendleton, OR</b>	Weather: <b>Sunny, 89 F</b>
Address: <b>1800 NW Carden Ave., Pendleton, OR 97801</b>	Date: <b>7/24/2014</b>

<b>GENERAL:</b>	Area: <b>15,590 S.f.</b>	
Roof Deck: <b>Reinforced C.I.P. Concrete</b>	Const. Date: <b>c. 1960</b>	
Bldg Height: <b>6 story</b>	Last Roofed: <b>2004</b>	
Structure: <b>CMU structure.</b>	Cost: <b>\$208,820</b>	
Function: <b>Gymnasium . Locker Rooms</b>	Last roofed date and cost is estimated.	
	Internal Access: <input type="radio"/> Y <input checked="" type="radio"/> N	
	Parapet Walls? <input type="radio"/> Y <input checked="" type="radio"/> N    Height: <b>0"</b>	

<b>MEMBRANE:</b>	<b>Asphalt BUR (2 ply)</b>	2 plies fiberglass felts applied over 1 ply polyester felt with hot asphalt.
Surface: <b>Granule Cap Sheet</b>	No. of Roofs: <b>1</b>	Repairs Found: <input type="radio"/> Y <input checked="" type="radio"/> N      Recent Leaks: <input type="radio"/> Y <input checked="" type="radio"/> N

<b>INSULATION:</b>	2.5" polyisocyanurate insulation with 1/2" wood fiber cover board each adhered with hot asphalt.
Fastened: <b>Mopped</b>	
Thickness: <b>2 - 5"</b>	
Vapor Barrier: <b>None</b>	
Wet Insulation: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Unknown <input type="radio"/> N/A	

<b>DRAINAGE:</b>	Slope: <b>3:12</b>	Ponding? <input checked="" type="radio"/> Y <input type="radio"/> N	12" drain rings, 3" side outlet drain. Most drain screens were missing and the drains were blocked. Slope to drain is created by the multiple barrel shape of the structure.
Roof Drains:	<input checked="" type="checkbox"/> Interior <input type="checkbox"/> Scupper <input type="checkbox"/> Gutter <input type="checkbox"/> D.S.		
Overflows:	<input type="checkbox"/> Interior <input type="checkbox"/> Scupper <input checked="" type="checkbox"/> None <input type="checkbox"/> N/A		

<b>FLASHINGS:</b>	Material: <b>Precoated Galv. Steel</b>	Seam Type: <b>Lapped</b>	5.5" galvanized drip flashing is mechanically fastened into wood nailers (unknown fastening rate).
Drip Flashing			

<b>PENETRATIONS:</b>	Drain(s) Conduit (electric) Support Post Plumbing vent
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**NOTES:** Roof system is in good condition with moderate ponding within each valley way. Two light posts and their associated conduits are improperly flashed into the system with roof mastic. Consider coating the valleys to reduce surface degradation. No fall arrest or roof access provided. 60 foot manlift required for access. Two drains were found to be obstructed. Organic debris was evident within all roof drains. One plumbing vent counterflashing not performing as intended (wrong size). Two plumbing vents are missing lead storm caps.

<b>ESTIMATED LIFE:</b>	Membrane: <b>8 - 10 years</b>	Base Flashing: <b>N/A</b>	Flashings: <b>8 - 10 years</b>
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Inspected By: **DALE APPLE, RRD**



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the **Pendleton School District (Owner)** and \_\_\_\_\_ **(Contractor)**, for completion of the **Pendleton High School Gold Gym Re-Roof** project as outlined in the Invitation to Bid (ITB), the Contractor's proposal, and the Contractor's Bid Form dated \_\_\_\_\_. The Owner's ITB, the Contractor's Proposal, and the Contractor's Bid Form are attached to be considered a part of this Agreement.

Owner and Contractor agree as follows:

1. **Project Scope** – The project scope to be completed by the Contractor is outlined in the Owner's ITB and pursuant to the figures.
2. **Responsibility for Work** – The Contractor is responsible for the proper performance of work being completed on the project. The Contractor is fully responsible for ensuring that the Owner receives a fully completed project to meet the intent of the Owner's ITB.
3. **Communication** – The Contractor shall communicate with the Owner or his representative on a daily basis, and as frequent as necessary, during completion of the work to discuss work progress, observations, etc.
4. **Payment for Work** – Payment shall be made at the prices stated in the Contractor's Bid Form
5. **Licensing and Insurance** – The Contractor (and all subcontractors) are to be licensed to work in the State of Oregon. The Contractor shall also maintain workers compensation insurance, general liability insurance and automobile liability insurance. The Contractor shall provide a copy of his insurance information to the Owner prior to proceeding with the work.
6. **Performance and Payment Bonds** – Contractor shall furnish a Performance Bond and a Payment Bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.
7. **Wage Requirements** – The Contractor shall comply with all wage requirements as required by the Oregon Bureau of Labor and Industries (BOLI) and applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through ORS 279C.870.

8. **Contract Time and Liquidated Damages** – The work shall be completed within the contract time specified in the Owner’s ITB. The Contractor and Owner recognize that time is of the essence of this Agreement. The Owner and Contractor agree that as liquidated damages for delay, the Contractor shall pay the Owner \$500 for each calendar day that expires after the time specified for completion.

This Agreement is effective on the day and year written above.

OWNER

CONTRACTOR

Pendleton School District 16R

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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