

# City of Hood River

REQUEST FOR QUOTES (RFQuotes)

## NORTH DIGESTER CLEANING AND INSPECTION

Project No. 706



## HOOD RIVER WASTEWATER TREATMENT PLANT

City of Hood River

211 2nd St

Hood River, Oregon 97031

Contact Information

Chuck McDonald

Phone: 360-865-4784

[cmcdonald@windsorengineers.com](mailto:cmcdonald@windsorengineers.com)

or Susan Kohnle

Phone: 360-718-3764

[skohnle@windsorengineers.com](mailto:skohnle@windsorengineers.com)

**Prepared By: Windsor Engineers**

**Date: December 17, 2021**

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# SOLICITATION

## CITY OF HOOD RIVER REQUEST FOR QUOTES (RFQuotes) TO PROVIDE SERVICES FOR

### **NORTH DIGESTER CLEANING AND INSPECTION**

Windsor Engineers, on behalf of the City of Hood River as a “wastewater representative,” is submitting this Request for Quotes (RFQuotes) to potential service providers. We are requesting quotes from those qualified to provide services to remove existing digester materials, clean the existing interior digester using high pressure water and hand tools to remove all materials from the walls and piping, cleaning and testing of the digester and producing of a final condition report. The company, through its proposal, must demonstrate its qualifications, knowledge, and experience with similar projects.

Proposals must be received by 5:00 pm PST on, Thursday, February 3, 2022 in electronic format to the City of Hood River, Attn Mark Janeck at [M.Janeck@cityofhoodriver.gov](mailto:M.Janeck@cityofhoodriver.gov) and to Chuck McDonald at Windsor Engineers at [cmcdonald@windsorengineers.com](mailto:cmcdonald@windsorengineers.com). All proposals must be completed in accordance with the specifications in this RFQuotes. Proposals received after the designated time and date will not be accepted.

A pre-proposal site meeting will be held on Thursday, January 6, 2022, at 1:00 pm PST. Questions should be transmitted no later than Friday, January 14, 2022, to Chuck McDonald at [cmcdonald@windsorengineers.com](mailto:cmcdonald@windsorengineers.com).

The City may reject any proposal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all proposals if the City finds it is in the public interest to do so. The City of Hood River reserves the right to reject any and all proposals and to waive informalities in the best interest of the City. The City is not liable for any costs incurred by consultants in replying to this RFQuotes or in preparing for or delivering any oral presentations that may be required during the selection process.

The work is described in more detail in the RFQuotes. All work is located at the City of Hood River’s Wastewater Treatment Plant at 818 Riverside Dr, Hood River, OR. The complete RFQuotes is available from Windsor Engineers at [skohnle@windsorengineers.com](mailto:skohnle@windsorengineers.com).

Project advertises in the Columbia Gorge News on Wednesday December 22, 2021, and the Daily Journal of Commerce, December 22, 29, and January 3, 5, 7, 2022.

# REQUEST FOR QUOTES

HOOD RIVER WASTEWATER TREATMENT PLANT

## NORTH DIGESTER CLEANING AND INSPECTION

**Project Number 706**

Hood River - Oregon

**QUESTION SUBMISSION DEADLINE:** Friday, January 14, 2022, at 5:00 pm PST.

**FINAL RESPONSES TO QUESTIONS PROVIDED** (if necessary): Thursday, January 20, 2022.

**SUBMISSION DEADLINE:** Thursday, February 3, 2022, at 5:00 pm PST.

Questions or requests for clarification must be submitted in written form (email) to:

Chuck McDonald  
[cmcdonald@windsorengineers.com](mailto:cmcdonald@windsorengineers.com)

Any questions or requests for clarification received after the question submission deadline will not receive a response. It is the Proposer's/Bidder's responsibility to verify receipt of any questions by the question submission deadline.

Submit proposals directly to Windsor Engineers.

**Email submittals to:**  
City of Hood River  
Wastewater Treatment Plant  
ATTN. Chuck McDonald and Mark Janeck at  
[cmcdonald@windsorengineers](mailto:cmcdonald@windsorengineers.com) and [M.Janeck@cityofhoodriver.gov](mailto:M.Janeck@cityofhoodriver.gov)

Only emailed quotes will be considered.

It is the sole responsibility of the Proposer to ensure receipt of their Quotation by the specified time and location.

The work is fully described in this RFQuotes.

# **SECTION 1 PROJECT DETAILS**

## **1.1 INTRODUCTION**

The City of Hood River invites and welcomes quotes for their Hood River Wastewater Treatment Plant **NORTH DIGESTER CLEANING AND INSPECTION** project, #706. Please take the time to carefully read and become familiar with the RFQuotes requirements. All Quotes submitted must be received by the time as specified above under the "SUBMISSION DEADLINE."

PROPOSERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE PROPOSAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.

## **1.2 PROJECT DESCRIPTION**

The existing digester is a reinforced concrete structure, constructed in approximately 1975. It has been in use for the majority of the time and has been the sole operating digester since approximately 2000. The digester is 32 feet high and 44 foot in diameter.

## **1.3 PROJECT LOCATION AND ACCESS**

The project will occur at the Hood River Wastewater Treatment Plant, which is located at 818 Riverside Dr, Hood River, Oregon 97031. Access will be off of Riverside Drive.

## **1.4 PROJECT OBJECTIVE**

The objective and goal for this project is to empty, remove and dispose of all existing materials within the operating north digester at the wastewater plant, clean and inspect the digester vessel, and provide functional pressure testing of the installation and provide the City with an overall written condition assessment of the digester.

Following this work, mixer revisions and roof piping modifications will occur under a separate contract.

## **1.5 PROJECT SCOPE AND SPECIFICATIONS**

The Project Scope and Specifications are as follows:

Phase 1: Phase 1 shall consist of the following:

- a. Operation staff lower digester levels,
- b. Dewatering of existing solids and digester contents,
- c. Disposal and removal of digested solids and debris.
- d. Note: all valve closures shall be coordinated and performed by City Operations (Jacobs) staff.

Phase 2: The following are to be provided in Phase 2:

- a. Cleaning and inspection of existing tank base,
- b. Cleaning and inspection of existing tank walls, piping, and ceiling.

Phase 3: Final Report

### **1.6 EQUIPMENT TO BE PROVIDED**

Contractor shall provide all equipment necessary to perform the work specified.

### **1.7 SCHEDULED TIMELINE**

The following timeline has been established to ensure that the City's project objective is achieved. However, the following project timeline shall be subject to change when deemed necessary by the City.

<b>PROJECT MILESTONES</b>	<b>DATE</b>
<b>Advertise Date:</b>	December 22, 2021
<b>Mandatory Preproposal Meeting:</b>	January 6, 2022 (1:00 pm PST)
<b>Question Deadline:</b>	January 14, 2022 (5:00 pm PST)
<b>Response Deadline:</b>	January 20, 2022 (5:00 pm PST)
<b>Intent Submit a Quotation:</b>	January 28, 2022 (5:00 pm PST)
<b>Submission Deadline:</b>	February 3, 2022 (5:00 pm PST)
<b>Selection Date:</b>	February 11, 2022 (estimated)
<b>Contract Award Date:</b>	March 8, 2022 (estimated)
<b>Start of Project:</b>	July 10, 2022 (estimated)
<b>Site Mobilization:</b>	August 1, 2022
<b>Completion of Inspection and Testing:</b>	September 7, 2022
<b>Completion and Demob Project:</b>	September 14, 2022

### **1.8 INSURANCE – PROOF OF COVERAGE**

No work shall commence until all insurance requirements are met and certificates have been filed with the City of Hood River Procurement Officer/Auditor. All insurance requirements will be set forth in the City's contract.

## **SECTION 2 GENERAL PROPOSAL REQUIREMENTS**

### **2.1 MANDATORY PRE-PROPOSAL MEETING**

A mandatory pre-proposal meeting will be held at the site on Thursday, January 6, 2022 (1:00 pm PST).

### **2.2 INTENT TO SUBMIT PROPOSAL**

Those who intend to propose on this project are required to notify the City no later than 5:00 pm, Friday, January 28, 2022, of their intent to submit a proposal. The purpose of this notification is to ensure that all those planning to propose on this project will receive any addendums or other information pertaining to this project. This notification may be submitted by email to Chuck McDonald at [cmcdonald@windsorengineers.com](mailto:cmcdonald@windsorengineers.com), 360 865-4784. The Proposer shall be prepared to provide the following Letter of Intent information: Proposer's name, company, phone number, and email.

### **2.3 QUESTIONS OR CLARIFICATIONS**

It is the Proposer's responsibility to ask any questions, request changes or clarifications, or otherwise advise the City of Hood River if any language, specification, or requirement of this RFQuotes appear to be ambiguous or contradictory.

The City will make every attempt to ensure the Proposer receives prompt responses to inquiries. Those responding to this RFQuotes shall be advised (through issuance of addendums) of any relevant additional information related to the project. Questions and/or requests for clarifications must be submitted in writing via mail, fax, or email to the person listed below by 5:00 pm, Friday, January 14, 2022. Questions received after this deadline may not be answered.

For more information regarding questions and clarifications, please contact:

Chuck McDonald  
Phone: 360-865-4784; Cell: 360-975-9090  
[cmcdonald@windsorengineers.com](mailto:cmcdonald@windsorengineers.com)  
or Susan Kohnle  
Phone: 360-718-3764  
[skohnle@windsorengineers.com](mailto:skohnle@windsorengineers.com)

Any additional information deemed necessary will be issued in an addendum. An addendum may include, but not be limited to changes, corrections, additions, interpretations, clarifications, or other information. If the addendum is issued seventy-two (72) hours or more before the scheduled proposal submittal date (Saturdays, Sundays, and legal holidays do not apply), it shall be binding upon the respondent.

All respondents who submitted a “Letter of Intent” shall receive copies of such addenda from Windsor Engineers. Failure to exercise due diligence in receiving or obtaining such addenda does not excuse the respondent from compliance if awarded the contract.

#### **2.4 ORAL INSTRUCTIONS**

Oral instructions or information concerning this RFQuotes or the project itself given out by City employees or agents to prospective respondents shall not bind the City. Any changes or revisions to the language herein shall only be binding if issued in writing by the City via addendum as described above. The City reserves the right to officially amend or cancel the RFQuotes after issuance.

#### **2.5 COST OF RESPONDING**

The City of Hood River shall not be liable for any costs incurred by those responding to this RFQuotes, including costs associated with necessary studies or designs for the preparation of a response.

#### **2.6 PERMITS AND LICENSES**

The successful consultant shall be responsible for obtaining and/or maintaining all permits, certifications, and licenses that may be required to perform this contract and their associated fees.

#### **2.7 CHANGES TO THIS RFQuotes**

The City reserves the right to modify, revise and/or cancel this RFQuotes at any time for any reason. Receipt and evaluation of proposals and/or participation in interview processes does not obligate the City to award a contract.

### **SECTION 3 RFQUOTES SUBMITTAL**

#### **3.1 RFQUOTES SUBMISSION**

Submittals must be received not later than the time and date shown in the advertisement. Submittals received after the time specified will not be considered.

**Submittals are due by the deadline shown in the advertisement.**

**Email submittals to:**

City of Hood River

Wastewater Treatment Plant

ATTN. Chuck McDonald and Mark Janeck at

[cmcdonald@windsorengineers](mailto:cmcdonald@windsorengineers) and [M.Janeck@cityofhoodriver.gov](mailto:M.Janeck@cityofhoodriver.gov)

E-mailed proposals will only be considered.



It is the sole responsibility of the responding consultant to ensure receipt by the City of their Statement of Qualifications and Proposal by the specified time at the specified location.

### **3.2 MAXIMUM NUMBER OF PAGES**

There will be no maximum number of pages for the proposal/quote. It is, however, encouraged that submitters provide brief and focused responses that directly address requested items and avoid the added time and effort of submitting lengthy responses.

### **3.3 LATE PROPOSALS**

Proposals received after the scheduled closing time for submittal will not be returned to the respondent. It is the responsibility of the Proposer to ensure the proposal is submitted in the proper format and in accordance with time, date, and location specified in this RFQuotes.

### **3.4 CONFLICT OF INTEREST**

All respondents submitting proposals thereby certify that no agent or employee of the City has any interest in this RFQuotes or has participated in the contract negotiations on the part of the City. Further, the respondents certify the proposals are made in good faith without fraud, collusion, or connection of any kind with any other respondent on this particular RFQuotes, and that the respondent is solely on its own behalf without connection with, or obligation to any undisclosed person or firm.

### **3.5 PROPOSAL/QUOTE ORGANIZATION**

All qualified respondents must provide the information as requested in this RFQuotes. The City reserves the right to reject any proposal as non-responsive at its sole discretion. Non-responsive proposals may be incomplete, inadequate in their response, or depart in substantive ways from the required format. Proposals shall be organized in the following manner:

#### **A. COVER LETTER**

The cover letter must include, but not limited to the following:

- 1) RFQuotes number and Project Title
- 2) Full legal name of proposing Company
- 3) Name(s) of person(s) authorized to represent the Proposer in any possible negotiations and to sign any contract that may result.
- 4) Contact person's name, mailing address, and phone number as well as email address(es)
- 5) An affirming statement that the Company has the resources and availability to complete the work in a timely manner

A legal representative of the proposing Company, authorized to bind the Proposer in contractual matters, must sign the Cover Letter.

**B. FIRM DESCRIPTION AND CAPABILITIES**

- 1) Describe the Company's, areas of expertise, length of time in business, number of employees and other information that would help to characterize the Company.
- 2) Describe the type of clients that the firm serves and the general geographical location that the firm provides services.
- 3) Describe the type and range of services that the firm generally performs.
- 4) Describe Proposer's resources available to perform the work for the duration of the project and other on-going projects.
- 5) Describe or provide a description of your approach to project management and integration of activities required by the scope of work, including systems and techniques which demonstrate how these milestones will be met.

**C. QUALITY OF SERVICE, QUALITY CONTROL AND QUALITY ASSURANCE**

Provide, in a clear and concise manner, examples which demonstrate the Proposer's quality of services provided in the recent past to relevant clients. This response should include, but not be limited to the following:

- 1) Respondent's ability to establish and maintain functional and productive relationships with client staff, multi-discipline team members, and all stakeholders for the duration of the project.
- 2) Describe firm's overall accessibility and availability for meetings with City of Hood River staff and WWTP representatives. Explain how your firm would facilitate such a meeting (in-person, phone, video conference, etc.).
- 3) Provide a detailed description of internal procedures the firm uses to ensure QA/QC is routinely performed at project milestones.
- 4) Describe potential measures to control project costs during the project and what steps would be taken to minimize future change orders, claims and disputes.
- 5) Proposers should include descriptions of any long-term client relationships which have been developed over time due to the quality of the firm's past work.

**D. RECENT SIMILAR PROJECTS**

- 1) Describe similar projects (including budgets and schedules) performed within the last 5 years which best characterize the Company's capabilities, quality of work and cost control.

**E. PROJECT TEAM DESCRIPTION**

Proposals must identify the proposed Project Manager who will be responsible for the day-to-day management of tasks and will be the primary point of contact for the Company. Describe the Project Manager's experience with similar projects and with

managing teams. List other projects the proposed Project Manager is currently assigned to.

Respondents shall provide the following information in their response to this RFQuotes:

- 1) Approximate number of staff to be assigned to project.
- 2) Extent of Company's Principal member's involvement.
- 3) Names of Key Personnel who will be performing the work on this project, their expertise, their roles and responsibilities and percentage of time they will be committed to the project.
- 4) Describe the sub-consultants or subcontractors, if applicable, who will perform work on the tasks outlined in this RFQuotes and Proposer's response. Describe their capabilities and expertise and how they will integrate into the project team. This should also include the sub-consultant's or subcontractor's qualifications and relevant experience.
- 5) Proposed disposal site of waste materials.

#### **F. PROJECT APPROACH AND UNDERSTANDING**

For any/all phases of work, the project approach should describe in detail the Proposer's approach to providing the desired services for the project. The proposal, at a minimum, shall address the following:

- 1) Describe the general sequence and timing of tasks and coordination with the City and other subconsultants in completing the work.
- 2) Describe, from the Proposer's perspective, challenges and/or major issues and outline steps to address each potential issue.
- 3) Provide ideas, if any, for adjusting the scope and budget that may make the project more efficient and/or provide better value to the City. The City may or may not accept alternate ideas in the final contract.

#### **G. PROPOSED SCOPE, SCHEDULE, AND BUDGET**

The Respondent shall provide a proposed scope, clearly identifying and describing the project tasks. The Respondent shall provide a proposed schedule clearly showing project milestones and meetings. The Respondent shall also provide a budget clearly showing project costs.

#### **H. REFERENCES**

Proposers shall provide a minimum of three (3) references from similar projects. Example projects must have been implemented within the last five (5) years.

Respondents shall provide references that include the following for each client:

- 1) Organization's name
- 2) Name, address, and phone number of persons who can be contacted regarding performance on the project.
- 3) Brief description of the overall project nature.

- 4) Scope of products, functions and services provided.
- 5) Proposed project budget and final contract cost.

Reference checks may be conducted for respondents should the City decide to proceed toward a second level of evaluation.

The City reserves the right to contact any additional references it deems appropriate or in its best interests when evaluating a proposal. These additional reference checks may occur with names that have not been provided by the respondent, but that the City has knowledge of. The City may use additional reference checks to obtain additional information, break tie scores or verification of provided information. Failure to provide complete and accurate information in a proposal may be cause for rejection.

#### **I. KEY PERSONNEL RESUMES**

Provide a 1-page professional resume with educational background, professional development, qualifications, and experience for each Key Personnel team member whether prime consultant or Sub-consultant.

Each resume shall include the key personnel's role on this project, overall career history, history with the current respondent's firm, and relevant past project examples.

#### **3.6 PROPOSAL EVALUATION PROCESS**

Each proposal will be reviewed by an appointed committee. For the scoring of proposals, each committee member will evaluate each proposal based on the criteria set forth herein. It is not anticipated that interviews will be necessary. If the selection committee is not able to make a clear decision, then up to three responding firms receiving the highest scores may be invited to make a brief oral presentation (to be conducted using Microsoft Teams) and be interviewed by a selection panel. Criteria for the oral interviews will be provided when and if invitations are issued, but elaborate presentations are not desired.

The City reserves the right to make decisions regarding when to proceed, begin/terminate negotiations or opening negotiations with any/all Proposers at its sole discretion. All communications shall be via the contact(s) listed in this RFQuotes.

#### **3.7 PROPOSAL/QUOTE EVALUATION CRITERIA**

The proposal evaluation will consist of a series of levels leading to a consensus on a finalist. Each proposal will be evaluated according to the following evaluation criteria:

<b>CONTENT AND EVALUATION CRITERIA</b>	<b>MAXIMUM RATING SCORE</b>
A. Cover Letter	0 - REQUIRED
B. Firm Description and Capabilities	10
C. Quality Assurance and Quality Control	5
D. Recent Similar Projects	10
E. Project Team Description	10
F. Project Approach and Understanding	10
G. Proposed Scope, Schedule & Cost	50
H. Key Personnel Resumes	5
<b>TOTAL</b>	<b>100</b>

The proposal responses meeting the mandatory requirements will be further evaluated using the scoring system shown above. One hundred (100) possible points are available. The City may select a 'short-list' of consultants and conduct virtual interviews to determine the selected Proposer. The City may also proceed directly to contract negotiation and award at its sole discretion. The City may negotiate additional phases of work or tasks of work with the selected consultant if needs for added work become apparent.

### **3.8 RIGHT TO ACCEPT OR REJECT PROPOSALS/QUOTES**

The City may reject any submittal not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all submittals on a finding of the City that it is in the public interest to do so. The City of Hood River reserves the right to reject any and all submittals and to waive informalities in the best interest of the City. The City is not liable for any costs incurred by Proposer in replying to this RFQuotes.

City of Hood River shall award the contract to the proposal that best accommodates the various project requirements. City of Hood River reserves the right to award the contract to more than one Proposer and refuse any proposal or contract without obligation to either City of Hood River or to any Proposer submitting a proposal.

### **3.9 CONTRACT DEVELOPMENT AND AWARD**

The proposal and all responses provided by the Proposer may become a part of the final contract. The form of contract shall be the City of Hood River's Professional Services Contract (PSC). A notice of intent to award does not indicate any authorization to provide services, supplies or equipment, or to proceed in any way. Prior to any work commencing, the selected Proposer must receive a properly authorized task order or contract. An example version of the City's PSC is included with the RFQuotes.

### **3.10 FAILURE TO EXECUTE CONTRACT**

Any failure on the part of the selected Company to execute the contract and deliver the required documents by the project start date shall be cause for cancellation of the award and withdrawal from the contract. The City may then award the contract to the next scored Proposer, re-advertise the work, or otherwise as the City decides.

### **3.11 PAYMENT FOR SERVICES**

Payment for services shall be issued by the City net thirty (30) Calendar days after receipt of a complete and acceptable invoice from the consultant. Invoices must contain consultant's name and address, invoice number, date of invoice, contract number and date, description of services, quantity/price (as required) and total amount.

### **3.12 BOND AND INSURANCE**

The selected Proposer shall conform with the City of Hood River insurance requirements. The successful Proposer is required to execute and deliver a performance bond in a sum equal to the contract price in accordance with ORS 279C.380. Bonds furnished by a surety company authorized to do business in Oregon are preferred; however, the Contracting Agency may, in his sole discretion, accept a cashier's check or certified check in an amount equal to 100 percent of the contract price in lieu of a bond.

The successful Proposer and each subcontractor of Proposer is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9).

### **3.13 BID FORM**

**BID FORM**

**CITY OF HOOD RIVER  
NORTH DIGESTER CLEANING AND INSPECTION PROJECT**

**Submittal Date: 5:00 P.M., Thursday, February 3, 2022**

**Email submittals to:**

City of Hood River  
Wastewater Treatment Plant  
ATTN. Chuck McDonald and Mark Janeck at  
cmcdonald@windsorengineers and M.Janeck@cityofhoodriver.gov

I, the undersigned, an authorized representative of the bidder, whose name is:

\_\_\_\_\_

Whose address is: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Fed. Tax ID No.: \_\_\_\_\_

I have read and thoroughly understand the Invitation to Bid for the "**North Digester Cleaning and Inspection Project**" and accept all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

In submitting this Bid, I represent that:

- (a) I have examined copies of all the Bidding Documents and of the following Addenda (receipt of which are hereby acknowledged):

**Date**

**Number**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- (b) I have familiarized myself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect costs, progress, performance or furnishing of the Work.
  - (c) I fully understand that no subsurface or onsite testing has been done and do not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - (d) I have had the opportunity to view and inspect the Project location and physical conditions at the site that may affect the cost, progress, performance or furnishing of the Work.
  - (e) I have given the City written notice of all conflicts, errors or discrepancies that I have discovered in the Contract Documents and the written resolution thereof by City is acceptable to me. I take no other exception other than those clearly stated herein.
  - (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; I have not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; I have not solicited or induced any person, firm or corporation to refrain from bidding; and I have not sought by collusion to obtain for myself any advantage over any other Bidder or over City.

Acting on behalf of my firm which is listed above, I make the following representations and Bid in response to the Bidding Documents. (I have attached additional pages where necessary):

1. Number of years the Bidder has been in business and the average number of employees over the previous five years:
- 
-



2. The names of the officers, principals and key employees of the Bidder who will be performing the work of this project, with a description of each person's experience in providing the same or similar type of work (résumés may be attached for each person):

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3. A list of all public bodies for which the has provided services, construction or operation similar in scope, size, or discipline as described in Invitation to Bid within the last five years:

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4. The Bidder's acceptance or rejection of the contract provisions proposed by the City.

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5. The number and scope of other projects in which the Bidder will be engaged at the time the City's project will be implemented and an assessment of the Bidder's ability to handle multiple projects concurrently.

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6. Constraints that could affect the Bidder's ability to perform the work promptly and efficiently.

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7. The names and addresses of any and all clients of the Bidder who have made claims against the Bidder within the last five years alleging that the Bidder breached a contract for services or construction or were negligent in performance of services or construction. Describe the nature and current status of the claims. Claims should be fully disclosed regardless of whether they involved litigation, arbitration or other formal dispute resolution process. The disclosures required under this provision also apply to any business with which the principals or officers of the Bidder were associated during the last five years.

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8. State whether the Bidder is capable of performing all of the work described in the Invitation to Bid. If the Bidder intends to subcontract any of the work, the bid shall identify subcontractors and include all information required.

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9. Provide a schedule in bar-chart form for performing the work required under the Invitation to Bid. Identify any contingencies that could affect timely performance.

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10. The Bidder is \_\_\_ or is not \_\_\_ a resident Bidder as defined in ORS 279A.120.

11. The Bidder's Construction Contractors Board and/or Landscape Contractors Board number/s is/are:

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12. The Bidder provides a statement that the Bidder “agrees to be bound by and will comply with the provisions of ORS 279C.838 or ORS 279C.840 or 40 USC § 276a.” Bidder’s signature on the attached Bidder’s Certifications satisfies this provision.

14. Bid price

Owner will award the Contract to the lowest Total Bid Price, which includes the Lump Sum Bid Price subject to the evaluation and acceptability criteria in the Instructions to Bidders. Payment for work done under this contract will be made at the Total Bid Price listed below.

(a) Lump Sum Bid Price

Bidder proposes and agrees to accept as full payment the following bid amount for the “**North Digester Cleaning and Inspection Project**” proposed within the bidding documents, and certifies that this amount is based on the Bidder’s own estimate of quantities and costs and includes sales, consumer, use, and other taxes, overhead, and profit. The Lump Sum Bid Price includes the Force Account item established in the bid.

Lump Sum Bid Price:

\$ \_\_\_\_\_  
(figures)

---

(words)  
(The amount in words takes precedence)

(b) Total Bid Price

- I. Insert the Lump Sum cost into the blank space provided in the Bid Tabulation.
- II. The Total Bid Price shall equal the sum of the Lump Sum Bid Price.

Total Bid Tabulation				
Item No.	Quantity-Units	Description	Unit price	Total Cost
1	Lump Sum	Mobilization, demobilization, bonds, insurance, permits	\$	\$
2	340,000 Gallons*	Removal of Water	\$	\$
3	45 Dry Tons**	Removal of Biosolids and Grit	\$	\$
4	Force Acct	Force Account	\$ 10,000	\$ 10,000
<b>Total Bid Price</b>			\$	\$
				(figures)
				(words) (The amount in words takes precedence)

\*Gallons shall be measured in a manner acceptable to the City and Contractor

\*\*Dry Tons shall be defined on a basis of weight tickets provided by the contractor as accepted by the landfill.

15. The following documents are included and made a condition of this quote:

(a) Executed Bidder's Certifications.

- i. Executed Bidder's Certification that Bidder has established a drug testing program for employees pursuant to ORS 279C.505 (2). Bidder's signature on the attached Bidder's Certifications satisfies this provision.
- ii. Bidder's qualification statement with supporting data. Bidder's signature on the attached Bidder's Certifications satisfies this provision.
- iii. Bidder certification that bidder has not and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required (subcontracts. Failure to provide certification is grounds for disqualification. Bidder's signature on the attached Bidder's Certifications satisfies this provision.
- iv. Bidder's certification that it shall not accept a bid or bids from sub-contractors to perform work as described in ORS 701.005 under this contract unless the sub-contractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or bids to the contractor. Bidder's signature on the attached Bidder's Certifications satisfies this provision.

- v. Bidder's certification of compliance with the Oregon tax laws in accordance with ORS 305.385. Bidder's signature on the attached Bidder's Certifications satisfies this provision.

(b) Professional Services Agreement Sample

(c) Digester Cleaning and Inspection specification

16. A schedule in bar-chart form beginning at day zero and detailing the work required under the contract including mobilization time and all major items of the work. Begin schedule with day zero, the date the Contractor receives "Notice to Proceed". The scheduling data will be used by the City in their evaluation of the bids and will become part of the contract between the city and contractor.

#### 17. BOLI Prevailing Wage Rates

This is a contract for a public works project subject to the existing state prevailing rate of wage and, if applicable, the federal prevailing wage of rate required under the Davis-Bacon Act (40 U.S.C. 276a).

Every contract and subcontract must contain a provision that workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

Prevailing rates of wage are available electronically via the Internet at the following address: <https://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications---2020.aspx>

Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_(SEAL)

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

*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: \_\_\_\_\_(SEAL)

State of Incorporation: \_\_\_\_\_

Type \_\_\_\_\_

*(General Business, Professional, Service, Limited Liability)*

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

*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is: \_\_\_\_\_

**A Joint Venture**

Joint Venturer (1) Name: \_\_\_\_\_ (SEAL)

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer (2) Name: \_\_\_\_\_ (SEAL)

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

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above).

## **BIDDER'S CERTIFICATIONS**

THIS CERTIFICATION MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THIS FORM BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Bid Documents.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in the Bid Documents (including all addenda, if any, issued);
3. The Bid submitted is in response to the specific language contained in the Bidding Documents, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Bidding Documents, or (b) any previously-issued ITB, if any.
4. The City is not liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the Bidding Documents.
5. The City is not liable for any expenses incurred by Bidder in preparing and submitting its Offer or in participating in the Offer evaluation/selection process.
6. The Offer was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
7. Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid and the Bid Documents (including all addenda, if any, issued);
8. Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and



9. Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

10. Bidder certifies that Bidder is authorized to act on behalf of Contractor in this matter, and attests under penalty of perjury that:

a. Contractor has not and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

b. Contractor will not accept a Bid or Bids from sub-contractors to perform work as described in ORS 701.005 under the Contract unless the sub-contractors are registered with the Construction Contractor's Board in accordance with ORS 701.035 to 701.055 at the time they submit their Bid or Bids to the Bidder.

c. Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

d. Contractor agrees to be bound by and comply with ORS 279C.838 or ORS 279C.840 or 40 U.S.C. 276a, and all applicable requirements of ORS 279C.800 through ORS 279C.870, and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates, maximum hours of labor, and payment of a fee to BOLI.

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

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

FEIN ID# or SSN# (required): \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Telephone Number:

Fax Number:

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

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

# SAMPLE

## CITY OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

### PARTIES:

City of Hood River ("City")  
211 2nd Street  
Hood River, OR 97031

XYZ Consulting ("Contractor")  
XXXX SW Fourth Avenue  
Portland, Oregon 97201

### RECITALS:

**WHEREAS**, the City desires to engage the Contractor to provide Engineering Services for WWTP Program Administration as set forth in the attached Exhibit A which is incorporated herein by this reference; and

**WHEREAS**, the Contractor is suitably qualified, ready, willing and able to provide the services described in Exhibit A (the "Scope of Professional Services"), in accordance with the terms set forth this Contract; and

**NOW, THEREFORE**, based on the foregoing Recitals, which are incorporated herein, and the mutual promises of the parties, the parties agree as follows:

**1. Statement of Work.** Contractor shall provide and perform the services set forth in Exhibit A within the term of this Contract. Contractor shall report to and coordinate with the Director of Public Works in accordance with the terms and conditions of this Contract.

**2. All Costs by Contractor:** Contractor shall, at its own risk and expense, perform the Work and, except as provided in this Contract, furnish all labor, equipment and materials required for the full and proper performance of the Work.

**3. Qualified to Provide Work:** Contractor has represented, and by entering into this Contract now represents, that Contractor, and all persons employed by Contractor assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded.

**4. Contract Documents:** This Contract includes the following documents, which are incorporated herein by this reference and made a part here of: Exhibit A (Scope of Professional Services), Exhibit B (Budget) and Exhibit C (Hourly rates).

**5. Contract Term:** This Contract shall be effective (date), 2020 and shall be completed and terminate on or before (date) unless terminated earlier or extended in accordance with Section 8. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Contractor that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 6.

**6. Compensation:** City agrees to pay Contractor not to exceed \$XX,XXX for performance of the Work described in Exhibit B during the term of the Contract, which payment shall be based upon the following terms:

a. Contractor shall provide City with monthly itemized billing statements describing the work performed by each of Contractor's professionals or those of its subcontractor(s) and the amount of time for each task performed, along with an itemization of all reimbursable costs and expenses.

b. Hourly rates for all professionals shall be those stated in the schedule of rates provided by Contractor in Exhibit C.

c. City shall pay each of Contractor's monthly bills within 30 days of presentment, less any disputed amounts, which shall be withheld until the dispute is resolved.

**7. Indemnification:** Contractor agrees to and shall defend, save, hold harmless and indemnify City against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to Contractor's activities or those of its officers, employees, subcontractors or agents, under this Contract. Contractor shall not be responsible for any claims, suit, actions, losses, damages, liabilities, costs or expenses directly, solely, and proximately caused by the negligence of City.

**8. Termination, Modification and Amendment:** This Contract may be terminated with or without cause by the terminating party giving 30 days written notice to the other party. This Contract may be modified or amended, including the term, only by a written instrument signed by both parties.

## **9. Independent Contractor Status:**

a. Contractor is and shall perform all Work as an independent Contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product. However, the City shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

b. Contractor understands and agrees that it is not an "officer" or "employee" of the City, as those terms are used in ORS 30.265.

c. Contractor is responsible for all federal, state and local taxes and fees applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

**10. Assignment and Subcontracts:** Contractor may subcontract work under Contract only as described in Exhibit A and then only to the subcontractors identified in Exhibit A, unless approved in writing by the City. Contractor shall be fully responsible for the acts and omissions of all assigns and subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or subcontractor and City.

**11. Governing Law; Venue; Consent to Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**12 Merger Clause; Waiver:** This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

**13. Insurance:** Contractor shall, at its own expense, at all times during the term of this contract, maintain in force:

- a. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance in the amount of \$1 million per occurrence and \$2 million aggregate;
- b. A professional errors and omissions liability policy in the amount of \$1 million;
- c. A comprehensive automobile liability policy, including owned and non- owned automobiles, in the amount of \$2 million; and
- d. Workers compensation insurance consistent with state law requirements.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Oregon Tort Claims Act and are subject to change in accordance with any changes in limits under the Oregon Tort Claims Act.

Liability insurance coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (b) above. The City shall be named as an additional insured on all policies except (b).

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Contractor. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate that states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

#### **14. Ownership of Work Product.**

a. Definitions. As used in this Section 14, and elsewhere in this Contract, the following terms have the meanings set forth below: (i) Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor and the Contractor's consultants are Instruments of Service intended and authorized for use by the City. (ii) "Work Product" means all copies of such Instruments of Service provided by Contractor to City pursuant to the Work.

b. Original Works. The Contractor and the Contractor's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain common law, statutory and other reserved rights in their work, including any applicable copyrights. All Work Product provided by Contractor pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City, which may use them without the Contractor's further permission for any lawful purpose. Under no circumstances will the transfer of ownership of drawings, specifications, electronic data or other Instruments of Service be deemed to be a sale by the Contractor, and the Contractor makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

c. Third Party Works. Upon execution of this Contract, the Contractor grants to the City a nonexclusive license to reproduce the Contractor's Instruments of Service for purposes of constructing, using and maintaining the Project. The Contractor shall obtain similar nonexclusive licenses from the Contractor's consultants consistent with this Contract. Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the City's sole risk and without liability to the Contractor or the Contractor's consultants. The City shall indemnify and hold harmless the Contractor, Contractor's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any unauthorized use of drawings, specifications, electronic data or other Instruments of Service.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR: XYZ Consulting:

CITY of Hood River:

\_\_\_\_\_  
 Name Date  
 Title

\_\_\_\_\_  
 Name Date  
 Title

## CITY OF HOOD RIVER – NORTH DIGESTER

### CLEANING AND INSPECTION

#### PART 1 GENERAL

##### 1.1 SCOPE

###### A. Section includes:

1. The cleaning and sludge dewatering for digesters, containing sludge anaerobically digested to Class B Levels.
2. These areas are classified as a Class I, Division 1, Group D hazardous areas, inside and up to a distance of 10 feet beyond all exterior wall and roof lines, and to a distance 10 feet beyond all gas handling equipment. All work within the digester shall be classified as confined space work. Flammable materials shall not be stored or located in or near the digesters. All hazardous digester gases shall be safely removed prior to ventilation. Digesters shall be continuously ventilated, and the atmosphere in the digester monitored using approved detection devices, at all times. The CONTRACTOR shall treat the tank as a Permit required confined, hazardous space at all times. The CONTRACTOR shall be aware that the digester contents may be in a stage of active decomposition and producing hazardous gases such as carbon dioxide, carbon monoxide, hydrogen sulfide and other deleterious and/or harmful gases.
3. The CONTRACTOR shall provide all equipment, pumps, hoses, lights, electrical extension cords, cleaning devices and all temporary power, tools, and labor required to remove digester contents.
4. The CONTRACTOR shall develop a permit for all entry activity and shall keep the entry permit active while entering the project space in accordance with state and federal requirements. Permits shall be closed at least daily. A copy of each (all) closed permit(s) shall be provided to the wastewater representative (Windsor Engineers) with each request for compensation submitted.
5. Where access doors have caulking, gaskets: new sealant or gaskets of the same thickness, size, and material shall be provided and installed.
6. The Plant operations staff will provide a non-potable W2 water available for the CONTRACTOR's use during the project. Usage shall not exceed 135 gallons per minute. All uses, durations and volumes shall be coordinated with the Operations staff (Jacobs).
7. All hauling and handling equipment and labor shall be provided by CONTRACTOR. Hauling equipment shall not permit sludge to leak or splash onto roads during loading or transportation. CONTRACTOR shall be responsible for cleaning up any spilled, leaked, or splashed sludge or digester contents on roads or other areas at or away from the site of Work. The land application sites, landfill or permitted disposal site

shall be identified and manifests and testing shall be submitted to the City for record purposes.

8. Material removed from the digesters shall be dewatered and treated as required to be transported to a licensed/permitted landfill or permitted disposal site. Dewatering shall not produce excessive odors, require excess operating area or otherwise be completed in a manner which would impede plant operations. Materials may include sand, grit, sediment, digested sludge and potential plastics and other trash. Digester wastes are not a hazardous waste.
9. Contractor shall dispose of all digester contents on a land disposal site permitted by the State. CONTRACTOR shall locate the disposal site, arrange for disposal, and acquire permission to dispose of digester contents. The disposal site shall be permitted to handle the grade of material removed from the digester or CONTRACTOR shall be permitted to dispose of the grade of material on a designated site. CONTRACTOR shall comply with all state, local, and federal regulations concerning removal, hauling, and disposal of sludge contents. The contractor shall test for and provide solids percentages on a daily basis when disposing of solid materials. All fees including tipping fees will be paid by the Contractor/Proposer and shall be included in the Bid Item for disposal.

Measurement will be based on weight tickets provided by the contractor.

10. Dewatering processes, such as belt press or centrifuge, may be used. The filtrate or centrate may be transferred to the plant headworks at a rate not to exceed 150 gallons per minute with a suspended solids concentration in the liquid stream less than 200 mg/l. The CONTRACTOR shall be required to provide all laboratory measurement and testing equipment for quantity and quality of centrate/filtrate to be returned to the plant. CONTRACTOR shall submit test results to the CITY for acceptance. CITY may test this flow stream and will deny permission to use dewatering processes if filtrate or centrate characteristics are not acceptable.
11. The preliminary location for discharge at the headworks is located on the south side of the headworks. The exact location of the tie-in point to the headworks to be determined by the CITY and Operations team. The CONTRACTOR shall coordinate with the CITY to determine the times when the centrate can be returned to the headworks. All associated centrate/filtrate return piping shall be provided by the CONTRACTOR. The returned water shall be monitored and screened (1/4" max opening or 6MM). No trash is to be re-introduced into the system. The CONTRACTOR will be required to protect this piping from damage caused by truck traffic crossing the pipes. The piping shall be installed so as to not impede other plant traffic.



## PART 2 SUBMITTALS

### 2.1 SUBMITTALS

#### A. ACTION SUBMITTAL ITEMS:

1. A copy of this section, addendum updates included, with each paragraph check-marked (✓) to indicate compliance or marked to indicate requested deviations.
2. Shop Drawings:
  - a. Detailed drawings showing equipment fabrication, dimensions, method of attachment including number, locations and size.
  - b. Identification of materials of construction.
3. Manufacturer's catalog information, descriptive literature, and specifications.
4. Design calculations, stamped by a professional engineer, demonstrating compliance with the requirements of this Section, and including:
  - a. Calculations and information ensuring that the design includes provisions for flow requirements including volume, head etc.
  - b. Design calculations demonstrating the adequacy of restraints and supports to resist the thrust components.
5. Submit complete information and instructions relating to storage, handling, installation and inspection of all equipment related to this section.
6. A list of at least five contracts of similar size and scope provided by the contractor that have been completed in the previous 5 years.

#### B. Anticipated submittals will include (but not be limited to):

1. Digester emptying process, production rates
2. Dewatering process, layout, and production rates
3. Piping design, restraint, and protection of filtrate/centrate
4. Disposal facilities
5. Transport equipment

## PART 3 EXECUTION

### 3.1 PROCEDURE

- A. Submittals will include detailed description of production capacity of units, pipe diameter, material of pipe, location of work, and expected work duration.
- B. The Contractor's written response shall include a detailed schedule showing the start dates specified in the Work Order and the process the Contractor will follow to

complete each individual task location within the time limit specified in the Work Order.

- C. In addition to a submitted schedule, Contractor shall submit a proposed demobilization timing schedule.
  - D. The Contractor shall start work on the locations when the digester is available for cleaning. This timeline may be accelerated by other work on the site.
  - E. The Contractor shall complete all such work without interruption or delay within the time limit as specified
- 3.2 The digester will be isolated by Operations staff. Digester gas will be burned at the CITY digester flare until the gas production does not create sufficient pressure. At this point the CONTRACTOR will then be responsible for head space evacuation and opening of the hatch(s).
- 3.3 The scope of this contract includes the cleaning and removal of all digester contents, high pressure water cleaning of the interior digester walls, floor, ceiling, covers, etc. with a high-pressure water hose nozzle and broom, cleaning of all associated piping and valves, hauling and disposal offsite of all contents removed from digesters.
- 3.4 CONTRACTOR work includes cleaning out any materials inside the tank. Digester contents means all material including sludge, solids, liquids, leakage through valves in pipelines connected to other digesters, and leakage or water from other sources.
- 3.5 Once the Digester is cleaned to the satisfaction of the CITY, the CONTRACTOR and CITY's representative will assess the condition of the digester and determine if any valves or pipes will need to be repaired by the CONTRACTOR. Payment for these repairs will be based on AGREED UPON LUMP SUM negotiation. A placeholder amount of \$10,000 as Force Account work has been included in the contract form.
- 3.6 Upon completion of the general cleaning of the Interiors and Exteriors, the Contractor shall proceed to inspect, test, and clean, as needed, the gas diffusers and associated piping system (i.e., Flex Lines, Pipes, etc.) located inside each of the digesters. The scope of this work includes, but is not limited to the following:
- A. Close the gas inlet valve to the gas diffuser manifold and lock it out.
  - B. Lock out the gas piping.
  - C. Disconnect each pipe/spear at the union at the top of the digester.
  - D. Install the water connection to each pipe/spear one at a time and pressurize within 20-30 psi.
  - E. While in the digester, verify that water is flowing through the pipe/spears and check all couplings and flex hoses for leaks.
  - F. Upon observing restricted or no flow through the pipe proceed to the joints and remove to clear the blockage.

- G. Check to ensure the pipes/spears are mounted to the digester wall properly and securely.
- 3.7 CONTRACTOR shall maintain a clean work environment on a daily basis. Anything attracting vectors shall be cleaned up immediately. CONTRACTOR shall clean up any sludge or digester contents spilled on the ground or splashed on the walls after the digester is emptied. Clean-up is required of any stains or digester contents from the work area.
- 3.8 The CONTRACTOR is required to provide documentation photos of the interior condition of the digester. Any damage should be documented with written and photographic evidence.

#### PART 4 CONSTRAINTS

##### 4.1 Time Limit

- A. CONTRACTOR shall schedule with CITY and Operations staff the timing necessary for the digester to be taken out of service or returned to service at least four weeks in advance.
  - B. The digester shall be out of service for no longer than 30 calendar days. A digester is out of service when the access manholes in the cover are opened. During the time each digester is out of service, it shall be cleaned and all work inside the digester required by the Contract Documents shall be performed.
- 4.2 CONTRACTOR shall ensure that the digester tank has been purged and is free from all explosive gas before performing any work in the digester tank.
- 4.3 All provisions of confined space entry for CONTRACTOR and inspectors and also necessary lighting for inspection purposes shall be provided by the CONTRACTOR.
- 4.4 Compliance with local, state, and federal regulations concerning emissions or disposal of solid, particulate, liquid, or gaseous matter as a result of the cleaning, coating or other operations shall be the responsibility of the CONTRACTOR. All shielding, abrasive retrieval or other methods of using precautions required by the regulating agencies shall be accomplished at no additional cost to the CITY unless otherwise provided herein. Any fines imposed on the CITY by any regulatory agency as a result of the CONTRACTOR's noncompliance with environmental regulations shall be paid or reimbursed by the CONTRACTOR.
- 4.5 Odor control will be a significant mutual concern of the CITY and the CONTRACTOR. In the event an odor problem arises as a result of the digester cleaning, the Contractor shall take all action necessary to abate nuisance odors.
- 4.6 CONTRACTOR is advised that there may be limited room available, and that chemical delivery and solids hauling trucks need to maintain access. Any hoses and piping installed by the CONTRACTOR shall be ramped and protected to maintain access.

## PART 5 MEASUREMENT AND PAYMENT

5.1 Contractor shall track daily job progress using a daily work log. This daily log will track all quantities of work performed to include but not limited to the following:

- |                 |                          |
|-----------------|--------------------------|
| A. Date/Time    | F. Materials             |
| B. Weather      | G. Impacts               |
| C. Job Progress | H. Meetings              |
| D. Labor        | I. Change Order Progress |
| E. Equipment    |                          |

5.2 Daily work logs will be used to justify quantity of work performed on a specific work order package. On the 25th of each month, contractor shall submit its invoice only for actual work performed. Actual quantities of work performed will be extended using the unit rates established in the bid tabulation form. In addition to submitting a schedule of quantities of work performed, contractor shall also provide all daily work tags and confined space permit documents associated with completed job progress for the specific month in the billing cycle.

END OF SECTION