



**ADDENDUM #4  
TO  
RFP #2024-02  
Wastewater Treatment Plant Phase I Improvements Project  
DATE ISSUED: May 15, 2024**

**TO:** PROSPECTIVE BIDDERS AND PLANHOLDERS

**SUBJECT:** ADDITIONS TO CONTRACT DOCUMENTS

**ITEM NO. 1 – PART 2 – BIDDING FORMS**

- A. Bid Bond Form Clarification – Surety Information: Proceed with using the Bid Bond form from Addendum 2, relocated per Addendum 3, and have the surety fill in their information in the blank space, or they can attach their standard form and submit both forms.

**ITEM NO. 2 – PART 3.10 – CONTRACT FORMS**

- A. Remove Item 3.10 Public Works Contract in its entirety and replace with attached Public Works Contract (16 pages).

**ITEM NO. 3 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 5 – METALS SECTION 05 50 00 METAL FABRICATIONS**

- A. Add the following after section 2.11 on page 05 50 00 – 19:

“2.12 STAIRS

- A. A stair-system shall be designed and constructed to provide access from the lower level near the RAS/WAS Pump Station to the access drive near the Blower and Electrical Building as shown on the drawings. The stairs shall be of aluminum fabrication as shown on the drawings and shall include guardrails and landings. The steps shall be as shown on the drawings with a rise of 7 in max. and 4 in min. and minimum run of 11 in. The stairs shall be founded on concrete foundation as shown on the drawings.
- B. Provide delegated design submittals for the stairs, guardrails, and landings.
- C. Meet all applicable code and the Occupational Safety and Health Administration (OSHA) requirements.
- D. Minimum Design Live (Pedestrian) Load:
  - 1. Treads: Fabricate stair assembly to support uniform live load of 100 lb./sq. ft. and moving concentrated load of 300 lb./4 sq. in. with deflection of stringer or landing framing not to exceed 1/360 of span.
  - 2. Railing: Per subpart 2.4
  - 3. Landing: Per subpart 2.7 and Section 03 30 00 Cast-in-Place Concrete Work.
  - 4. Seismic: Stairs shall withstand the effects of earthquake motions determined according to ASCE 7-16. Component Importance Factor is 1.5.
- E. Fabricate stair assembly to NAAMM AMP 510, industrial class.”



**ITEM NO. 4 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 40 – PROCESS INTEGRATION SECTION 40 05 13.53 DUCTILE IRON PIPE AND FITTINGS**

B. Remove and replace section 2.7 on pages 40 05 13.53 – 5 to read:

“2.7 EXTERIOR COATING OF PIPE

- A. Exterior Coating of Exposed Piping: The exterior surfaces of pipe which will be exposed to the atmosphere inside structures or above ground shall be thoroughly cleaned and ~~then given a shop coat of rust-inhibitive primer. Field coating shall be~~ **coated** in accordance with the requirements of Section 09 90 00 – Painting and Coating, **System 101**.
- B. Exterior Coating of Buried Piping: The exterior coating shall ~~be an asphaltic coating approximately 1-mil thick in accordance with the requirements of Section 09 90 00 – Painting and Coating, system 211.”~~

**ITEM NO. 5 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 43 – PROCESS GAS LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT SECTION 43 21 50 VERTICAL TURBINE PUMPS – TREATED EFFLUENT**

C. Remove and replace footer on pages 43 21 50 – 1 through 43 21 50 - 7 to read:

“20-2803

Vertical Turbine Pumps – Treated Effluent

Schedule A

~~40-21-50-X~~ **43 21 50 – X”**

D. Remove and replace section 2.2 on page 43 21 50 – 2 to read:

“2.2 EQUIPMENT TAG NUMBERS

PUMP NAME	TREATED EFFLUENT PUMP 1	TREATED EFFLUENT PUMP 2	TREATED EFFLUENT PUMP 3
PUMP TAG NUMBER	<del>PMP 430-01</del> PMP – 511	<del>PMP 430-02</del> PMP – 512	<del>PMP 430-03</del> PMP – 513

“

**ITEM NO. 6 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 46 – WATER AND WASTEWATER EQUIPMENT SECTION 46 21 13 MECHANICALLY CLEANED BAR SCREENS**

E. Remove and replace section 2.5 A.2 on page 46 21 13 – 7 to read:

“2. The equipment Manufacturer shall supply all required control components to provide for proper operation of the Bar Screen system ~~by the plant SCADA system~~. All control components shall be 120 VAC unless noted otherwise. This includes but is not limited to ultra-sonic level sensors, Local Control Push Button Station and similar.”

F. Add the following to section 2.5 C on page 46 21 13 – 7:



“

1. Control panel enclosure shall be NEMA 4X, 304S, and rated for outdoor installation.
2. PLC shall be CompactLogix 5370 series.
3. The control panel shall include hardwired I/O for controlling and monitoring the screen system as shown on the P&IDs.
4. Control panel shall include Ethernet IP communications for interfacing with the plant control system. The plant control PLC shall be able to read equipment status over ethernet.”

**ITEM NO. 7 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 46 – WATER AND WASTEWATER EQUIPMENT SECTION 46 21 73 SCREENINGS WASHING AND COMPACTING EQUIPMENT**

- A. Remove and replace section 2.4 A on page 46 21 73 – 6 to read:

“A. Control Panel: Provide control panel for complete screen operation. See 46 21 13 for additional requirements. ~~No control panel shall be provided by the screening’s washer compactor Manufacturer. Contractor will provide wiring and control at the plant SCADA level.~~”

**ITEM NO. 8 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 46 – WATER AND WASTEWATER EQUIPMENT SECTION 46 23 27 GRIT REMOVAL EQUIPMENT**

- A. Remove and replace section 2.2 C.13.c on page 46 23 27 – 7 to read:

“c. Enclosure Rating: NEMA 4X, **outdoor rated**”

- B. Remove and replace section 2.2 C.13.h on page 46 23 27 – 7 to read:

“h. Logic: PLC AB ~~Micro850~~ **CompactLogix 5370 series w/ 6” HMI**”

**ITEM NO. 9 – PART 5 – TECHNICAL SPECIFICATIONS – DIVISION 46 – WATER AND WASTEWATER EQUIPMENT SECTION 46 53 70 FIBERGLASS REINFORCED PLASTIC BAFFLE WALL**

- A. Add section 2.2 I on page 46 53 70 – 5 to read:

“I. Weirs

1. Weirs shall be constructed of a minimum 1/2-inch Fiberglass Reinforced Plastic (FRP).
2. The contractor shall coat all joints and gaps between the walls and weirs with a silicone rubber sealant to prevent leakage.
3. Any cutting or drilling of the weir or baffle in the field shall be sealed per the manufacturer’s recommendations.”

**ITEM NO. 10 – PART 5 - DRAWINGS**

- A. Delete drawing C-006 Civil Details 3 and replace with attached single page.

- B. Drawing C-009, Civil Site Demolition Plan, add the following to the General Notes:



"2. REMOVE AND DISPOSE OF DEBRIS, HDPE LINER AND ANCHORAGE, CONCRETE PADS, TOE DRAINS, ETC. FROM THE AERATION LAGOON AS PART OF THE DEMOLITION WORK."

Clarification: All debris shall be removed from the existing Aeration Lagoon. Record drawing excerpts from the 1992 project are included as Supplemental Information in this Addendum 4, see Item 11.

C. Drawing C-010, Process Yard Piping Plan:

- a. In the Piping Schedule, delete 16" ALP, BLOWER BUILDING TO AERATION BASIN and replace with:  
"14" ALP, BLOWER BUILDING TO AERATION BASIN"
- b. Change ALP BLOWER BUILDING TO AERATION BASIN Keynote 1 line four to read:  
"1-14" SST 90° HORIZ BEND, MJ"
- c. Change ALP BLOWER BUILDING TO AERATION BASIN Keynote 2 line four to read:  
"1-14" x 14" SST TEE, MJ"
- d. Change ALP BLOWER BUILDING TO AERATION BASIN Keynote 3 line four to read:  
"1-14" SST 90° HORIZ BEND, MJ"

Clarification: PA and ALP shall be SST.

D. Drawing M-002, Mechanical Pipe and Valve Schedules, Gate Schedule, update the Piping Schedule, the Lining/Coating of all BUR CMDI to read:

"Cement/zinc coating and polyethylene encasement"

E. Drawing M-211, Headworks Building Plan, remove and replace "FRP Grating" callout with:  
"AL GRATING"

F. Drawing M-312, Aeration Basin Bottom Plan, remove and replace "FRP Baffle Wall..." callout with:  
"FRP BAFFLE WALL (TYP OF 6)"

G. Drawing M-315, Aeration Basin Sections 3, Section F, remove and replace "Air Mass Flow Meter, See Det XX, Sht XX (Typ of 8)" callout with:

"AIR MASS FLOW METER  
SEE DET 8, SHT M-004 (TYP OF 8)"

H. Drawing M-321, Mixed Liquor Flow Split Plan and Sections, remove and replace "FRP Removable Grating" callout with:

"AL REMOVABLE GRATING"

I. Drawing M-512, Effluent Pump Station Plan and Sections, remove and replace equipment tags for Effluent Pumps 1 through 4 with:

"EFFLUENT PUMP 1  
PMP-511"

"EFFLUENT PUMP 2"



**SCAPPOOSE**  
*Oregon*

PMP-512”

“EFFLUENT PUMP 3  
PMP-513”

“EFFLUENT PUMP 4  
PMP-514”

**ITEM NO. 11 – PART 5 – SUPPLEMENTAL INFORMATION**

- A. Add two attached record drawing sheets C03 and C301 from the 1992 Wastewater Treatment Facilities Improvements prepared by KCM that show the aeration lagoon topography and details.

**ITEM NO. 12 – BIDDER'S QUESTIONS**

- A. See attached questions from Bidders and associated responses (8 pages).

THIS ADDENDUM IS HEREBY MADE A PART OF THE CONTRACT DOCUMENTS TO THE SAME EXTENT AS THOUGH IT WERE ORIGINALLY INCLUDED HEREIN.

**3.10 PUBLIC WORKS CONTRACT**  
**FOR**  
**WWTP PHASE 1 IMPROVEMENTS**

1. This Contract is by and between the City of Scappoose ("City") and \_\_\_\_\_ ("Contractor"), collectively referred to as "the Parties."

**2. Term**

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from \_\_\_\_\_, 2024, to \_\_\_\_\_, 2024. Substantial Completion for Schedule A shall be achieved by July 1, 2026. Substantial completion for Schedule B shall be achieved by November 1, 2024.

**3. Contract Documents**

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of the following:

- This Agreement (Public Works Contract), including all written amendments, change orders, notice to proceed, and other documents amending, modifying, or supplementing such Agreement.
- Exhibit A, General Conditions
- Exhibit B: Performance, Payment, and other Bonds
- Exhibit C: CONTRACTOR's Bid Proposal, including documentation submitted by CONTRACTOR prior to Notice of Award
- Exhibit D: City of Scappoose Public Works Design Standards (PWDS) and Standard Detail Drawings
- Exhibit E: Construction plans (bound separately)
- Exhibit F: Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive

This Agreement and the other Contract Documents forms the entire and integrated agreement between the parties. Unless the context requires otherwise, any reference to the "Agreement" or "Contract" includes the Contract Documents. In the event of a conflict between the Contract Documents, the Contract Documents shall be given precedence in the order listed above.

**3. Payments**

City of Scappoose shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted. City of Scappoose shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered, or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units. All applications for payment shall be submitted to the Consultant and City of Scappoose to the following:

**Attn: Dave Sukau, [dsukau@cityofscappoose.org](mailto:dsukau@cityofscappoose.org)**

**33568 East Columbia Avenue**

**Scappoose, Oregon 97056**

**and;**

**Attn: Austin Rambin, PE, [Austin.Rambin@consoreng.com](mailto:Austin.Rambin@consoreng.com)**

**One SW Columbia St., Suite 1700**

**Portland, OR 97204**

Failure to strictly comply with this provision may result in a delay in payment.

**4. Type of Contract and Compensation**

**Contract compensation shall not exceed \$ \_\_\_\_\_**

**5. Insurance**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to City of Scappoose within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify City of Scappoose for any liability or damages that City of Scappoose may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below. Contractor shall have the right to provide a self-insured retention for these coverages in an amount not-to-exceed \$2,000,000.00.

**(1) Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$3,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury,

Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

**(2) Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

**(3) Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease: \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS 656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of City to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) CITY and its directors, officers, representatives, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give City not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet City A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of



subrogation arising from the work performed under this Contract;

- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

**6. Liquidated Damages**

- A. Contractor understands that if Substantial Completion is not achieved by the Scheduled Substantial Completion Dates (as it may be extended hereunder), the City will suffer monetary damages. Contractor agrees that if Substantial Completion is not achieved by the Scheduled Substantial Completion Draft Dates, Contractor shall pay Owner \$1,500 as liquidated damages for each day that Substantial Completion extends beyond the Substantial Completion Dates.
- B. Unless otherwise recoverable under this Contract, the liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by City which are occasioned by any delay in achieving Substantial Completion. They are not compensation for other harm the City may sustain from the Contractor's other breaches of this Contract. Nothing in this Contract shall be interpreted to prevent the City from seeking other damages or recovery in addition to the liquidated damages specified in this section. The City is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess.
- C. If the Contract is terminated according to the General Conditions and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages shall be assessed against the Contractor for the duration of time reasonably required to complete the work.

**7. Indemnification**

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend City, their elected officials, officers, employees, and agents from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract.
- B. The obligations of Contractor under this provision will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.
- C. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which City and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the

purpose of resolving such claims; provided, however, that City may release such funds if the Contractor provides City with adequate assurance of the protection of City's interests. City shall be the sole judge of whether such assurances are adequate.

**8. Termination or Cause and for convenience**

Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

**9. Termination for Default**

- A. City may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.
- B. City's right to terminate this contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Administrator specifying the failure.
- C. If City terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to City for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by City that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, City may allow Contractor to continue work, or may treat the termination as a termination for convenience.
- E. The rights and remedies of City in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**10. Applicable Law and Jurisdiction**

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules, or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Columbia County, Oregon, or the U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

**11. Waiver and Nonwaiver**

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. City's

acceptance of goods or services, or payment under this Contract, shall not preclude City from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.

- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

**12. Mediation**

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a nonbinding mediation process. The mediation shall take place in Scappoose, or St. Helens, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

**13. Severability/Survivability**

If any of the provisions contained in this Contract are held by a court of law or arbitrator to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

**14. Intellectual Property**

Contractor shall hold harmless, defend and indemnify City, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by City as the result of the claim, including attorney fees and expert witness fees.

**15. Inspection of Services**

City has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. City shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the supplies or services do not conform with contract requirements, City may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, City of Scappoose may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by City or (2) terminate the contract for default.

Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

**16. Title and Risk of Loss**

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to goods shall pass to City upon City's payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in City's possession. If this Contract is for the repair or servicing of City of Scappoose owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to City owned goods shall remain with City while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to City's goods while in Contractor's possession.

**17. Acceptance, Rejection, and Revocation of Acceptance**

If this Contract is for the supply of goods or equipment, then City shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and City has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, City may reject any goods that fail to conform to the requirements of this Contract. City may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if City has started using the goods before discovering that they do not conform to the contract. Upon request by City, Contractor shall replace or repair to City's satisfaction any goods that have been rejected by City or the acceptance of which has been revoked by City under this Paragraph. Failure to replace or repair those goods within a reasonable time after City's request shall be a material breach of this Contract.

**18. Audit and Inspection of Records**

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized

representatives of City, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.

- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that City, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.
- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between City and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

**19. Project Managers**

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or proposed changes, City shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing.

City's Project Manager for this Contract is: **Dave Sukau**, Public Works Director, at (503) 543-7146 ext. 234 or [dsukau@cityofscappoose.org](mailto:dsukau@cityofscappoose.org)

City's Consultant Project Manager for this project is **Austin Rambin, PE**, at (503) 225-9010 or [Austin.Rambin@consoreng.com](mailto:Austin.Rambin@consoreng.com)

Contractor's Project Manager for this Contract is:  
\_\_\_\_\_, at (\_\_\_\_) - \_\_\_\_\_ - \_\_\_\_\_ or  
\_\_\_\_\_ (email).

**20. Notices and Communications**

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by City. Notices and other communications may be delivered personally, by electronic mail, by facsimile, or by regular, certified, or registered mail.

A notice to City will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this Contract, b) the Notice to Proceed under this Contract, or c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to City.

## **21. Contractor's Status and General Responsibilities**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from City other than that provided by this Contract. Contractor shall inform City of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees, or agents of City as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees, or agents of City for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform City immediately in writing with a full description of the defect, problem, or nonconformance.

Contractor acknowledges that City is supplying pre-purchased mechanical equipment and that Contractor is responsible for this equipment during handling and installation. Costs to repair any damage to the equipment by Contractor will be borne by Contractor.

## **22. Assignment and Sub-contracting**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of City. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

## **23. Prompt Payment**

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of work provided for in the Agreement.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Agreement.

Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167

## **24. Liens Prohibited**

Contractor shall not permit any lien or claim to be filed or prosecuted against City, its property, or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

**25. Nondiscrimination**

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

**26. Hours of Labor**

Pursuant to ORS 279C.520 and 279C.540, the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

Workers will be paid not less than the applicable prevailing wages rates in accordance with 279C.838 and 279C.840.

Contractor is required to submit certified payroll statements pursuant to ORS 279C.845.

If contractor fails to pay a person's claim for labor or services that the person provides to the Contractor or subcontractor in connection with the Agreement, the City shall pay and withhold these amounts from the payments due to the contractor. Daily, weekly, weekend and holiday overtime will be paid as required in ORS 279C.540, ORS 279C.515, 279C.520; OAR 839-025-0020(2). If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City or Contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum.

If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Employer must provide a written schedule to employees showing the number of hours per day and days per week with the employee may be required to work. Employer must promptly pay for any medical services they have agreed to pay, ORS 279C.520, 279C.530; OAR 839-025-0020(2).

**27. Work Hours and Safety Standards**

The Contract Work Hours and Safety Standards Act requires all contractors—prime and sub—to pay laborers and mechanics performing on a federal service contract and federal and federally assisted construction contract over \$100,000, 1.5 times their basic rate of pay for all hours worked over 40 in a workweek. Employers are liable to employees for these unpaid wages. The failure of a contractor to comply with this Act may also result in liability under the False Claims Act. Employees who are due unpaid wages under the Contract Work Hours and Safety Standards Act may file a complaint with the Wage and Hour Division within the U.S. Department of Labor. The DOL may then enforce the provisions of the Act against violators.

**28. Warranty**

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design or manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods.

**29. Compliance with Laws and Regulations**

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, 279C.530, and 279C.540, which are hereby incorporated by reference.

When a project is subject to both the State of Oregon and Federal Prevailing Wage Rate Law, workers will be paid not less than the higher of the applicable state or federal rate. This does not apply to “residential construction” projects, ORS 279C.830(1)(b), OAR 839-025-0020(4)(c), 839-025-0037.

Every contractor and sub-contractor must have a public works bond filed with the CCB before starting work on the project, unless exempt, pursuant to ORS 279C.836. Contractor shall also file a payment bond with the City as required by ORS 279C.380 and 279C.390.

Contractor acknowledges that the Oregon Government Standards and Practices laws (“Ethics Laws”), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of City under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor’s control when performing work under this Contract.

**30. Prohibited Interests**

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person’s tenure with City, except to the extent such interest is permitted and disclosed as may be required under applicable law and City policy.

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and City policy.

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.



**31. Safety**

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or are required by the Oregon Occupational Health and Safety Administration (OSHA).

**32. Time of Essence**

Time is of the essence in this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, City, at its discretion, may procure those goods/services from another source. If the price paid by City for goods/services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay City the difference between those prices. City may deduct that difference from any amount City owes Contractor.

**33. Paragraph Headings and Other Titles**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only and are not to be used to interpret this Contract.

**34. Integration, Modification, and Administrative Changes**

These Contract documents (as defined in Article 2 of this contract) include the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. These Contract documents may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. City reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

**35. Contractor must be registered in SAM.gov**

The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

**36. Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

**37. Certificate of Oregon Tax Law Compliance**

By signature hereto, both parties agree to this Contract as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.62

**38. Equal Opportunity**

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**39. Copeland "Anti-Kickback" Act**

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**40. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**41. Prohibition on Purchasing Telecommunications or Surveillance Equipment, Services, or Systems**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

**42. Whistleblower**

Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

**43. Preference to United States Made Goods**

As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**44. Procurement of Recovered Materials over \$10,000**

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**45. Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**46. Environmental Protection Agency Requirements**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**47. Civilian Agency Acquisition Council and Defense Acquisition Regulations Council Requirements**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

**48. Sanitary Facilities**

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

**49. Record Drawings**

CONTRACTOR shall maintain at the site one set of specifications, full size drawings, shop drawings, equipment drawings and supplemental drawings which shall be corrected as the work progresses to show all changes made. Drawings shall be available for inspection by the ENGINEER. Upon completion of the contract and prior to final payment, specifications and drawings shall be turned over to the ENGINEER.

**50. Noise Limitations**

The project areas are located within a residential zoned area. All applicable City, County ordinances and State and Federal regulations shall be complied with.

**CONTRACTOR**

**CITY OF SCAPPOOSE**

By: \_\_\_\_\_  
*(signature)*

By: \_\_\_\_\_  
*(signature)*

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

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

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

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Federal Employer ID Number

## Appendix I

### **Certification Regarding Lobbying (Awards to Contractors and Subcontractors in Excess of \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

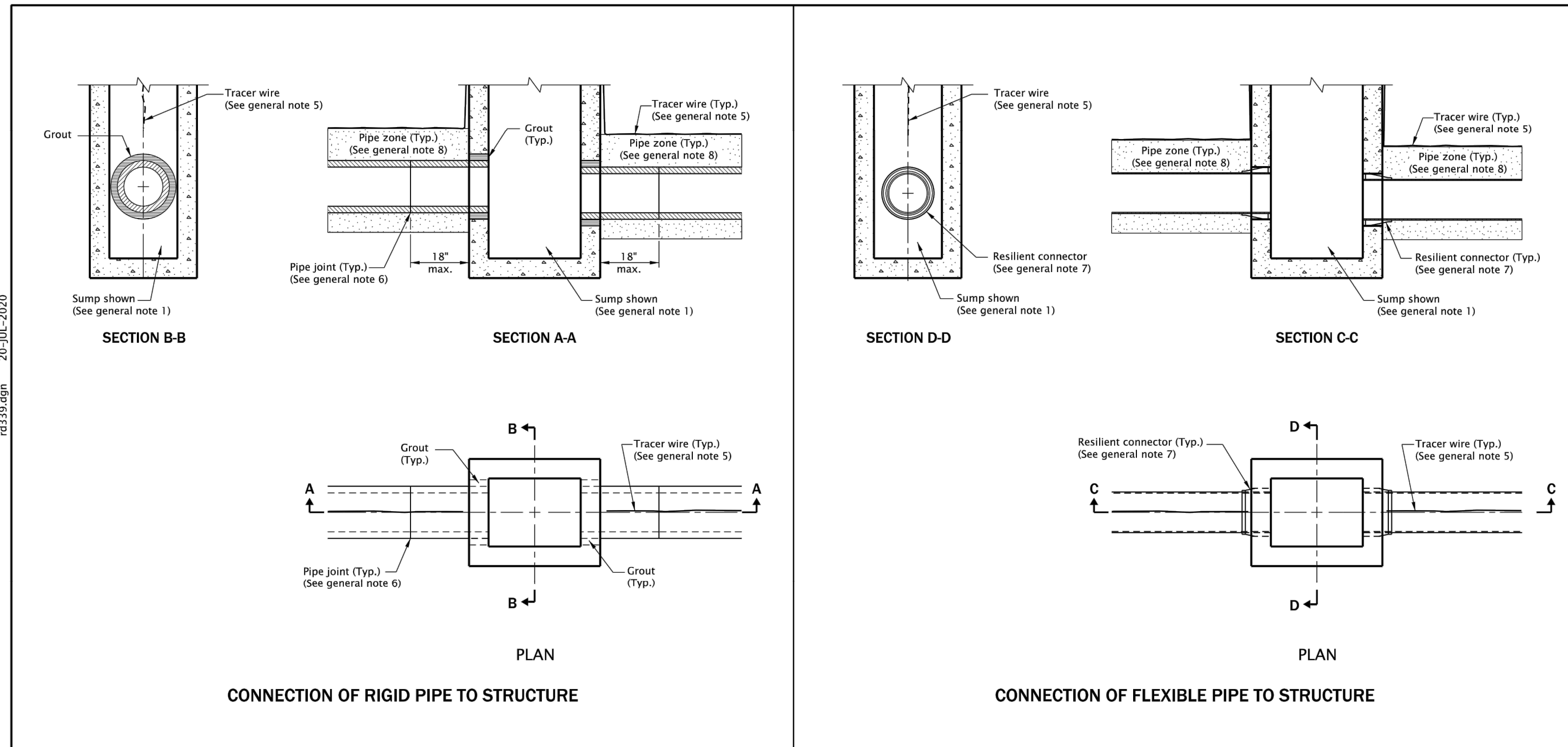
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: \_\_\_\_\_

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

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

G:\PD\Projects\202803 - Scappoose - WWTP Imp Phase 1\CAD\PHASE 1\Sheets\20-2803-OR-C-STD DETS.dwg C-006 5/14/2024 7:44 PM SEAN WALMSLEY 23.05 (LMS Tech)

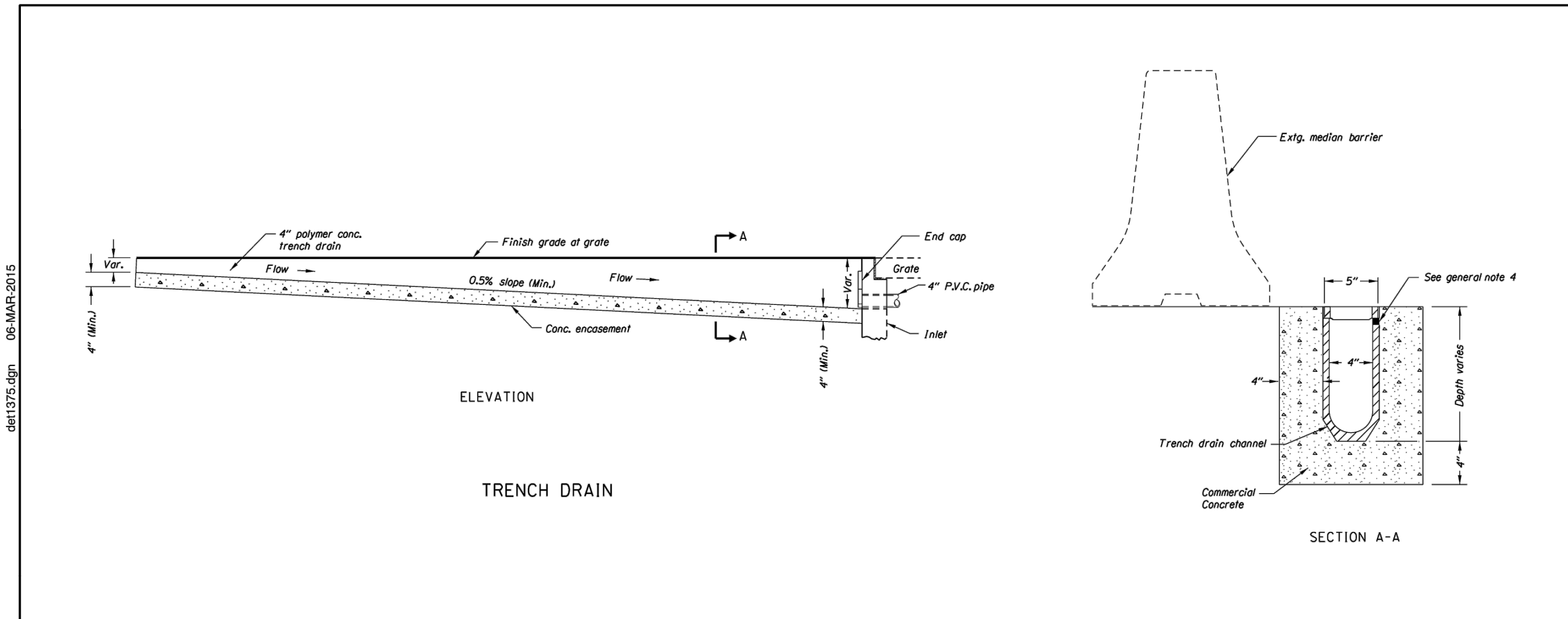


**GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:**

- See Std. Dwg. RD364, RD365, and RD366 for inlet details not shown.
- See appropriate standard drawings or special project details for other similar structures.
- Location, elevation, diameter, slope, and number of pipe(s) varies, see project plans.
- Max. pipe diameter varies with pipe material.
- All connecting pipes shall have a tracer wire, or approved alternate. See Std. Dwg. RD336 for tracer wire details.
- When rigid pipe is used, the connecting pipe shall have a flexible, gasketed and unrestrained joint within 18" of manhole wall. Joint type varies with manufacturer.
- When flexible pipe is used, install resilient connectors conforming to requirements of ASTM C923.
- Pipe zone varies, see Std. Dwg. RD300.

**OREGON STANDARD DRAWINGS**  
**PIPE TO STRUCTURE CONNECTIONS**  
 2021

Effective Date: June 1, 2021 - November 30, 2021

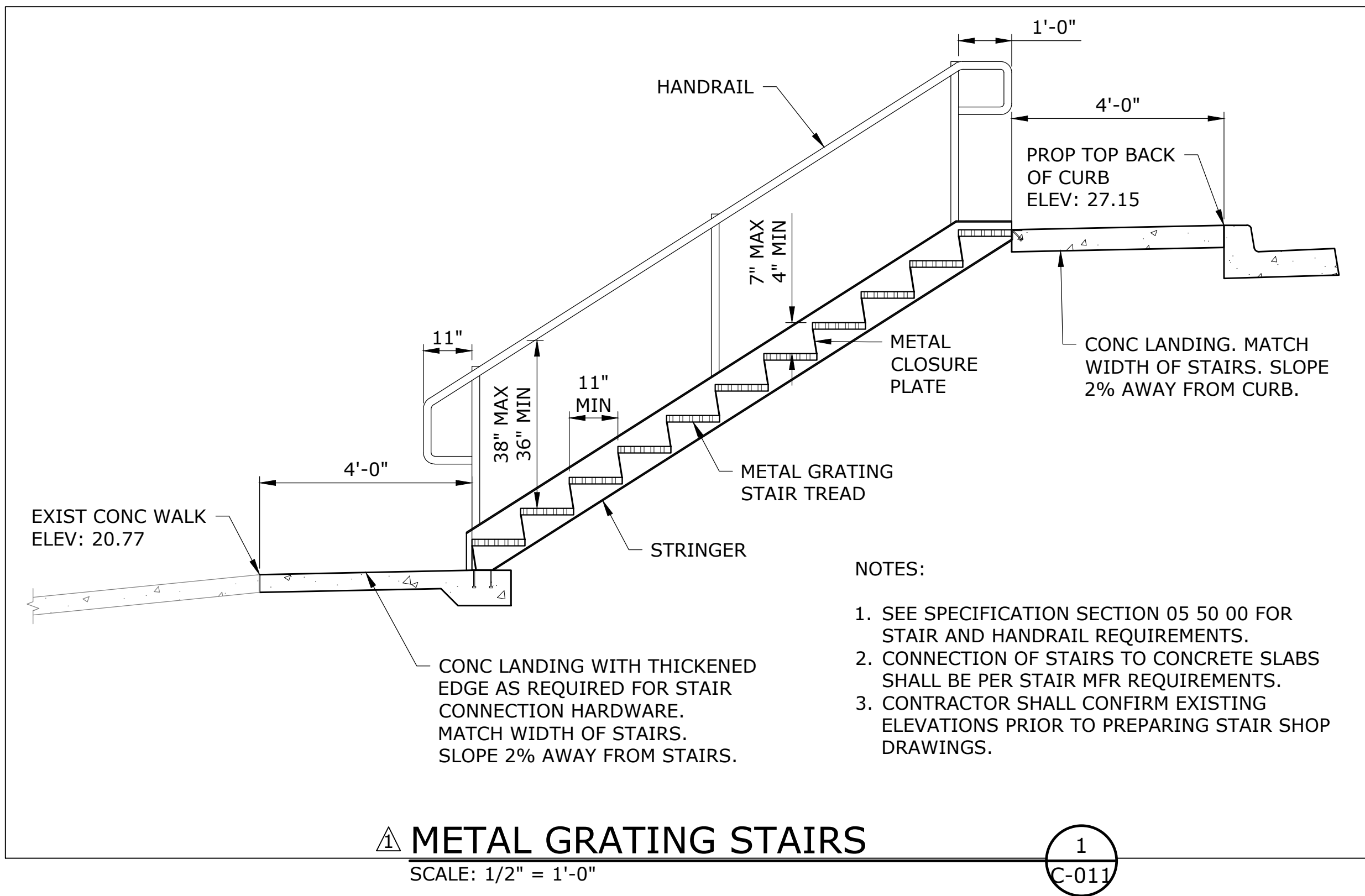
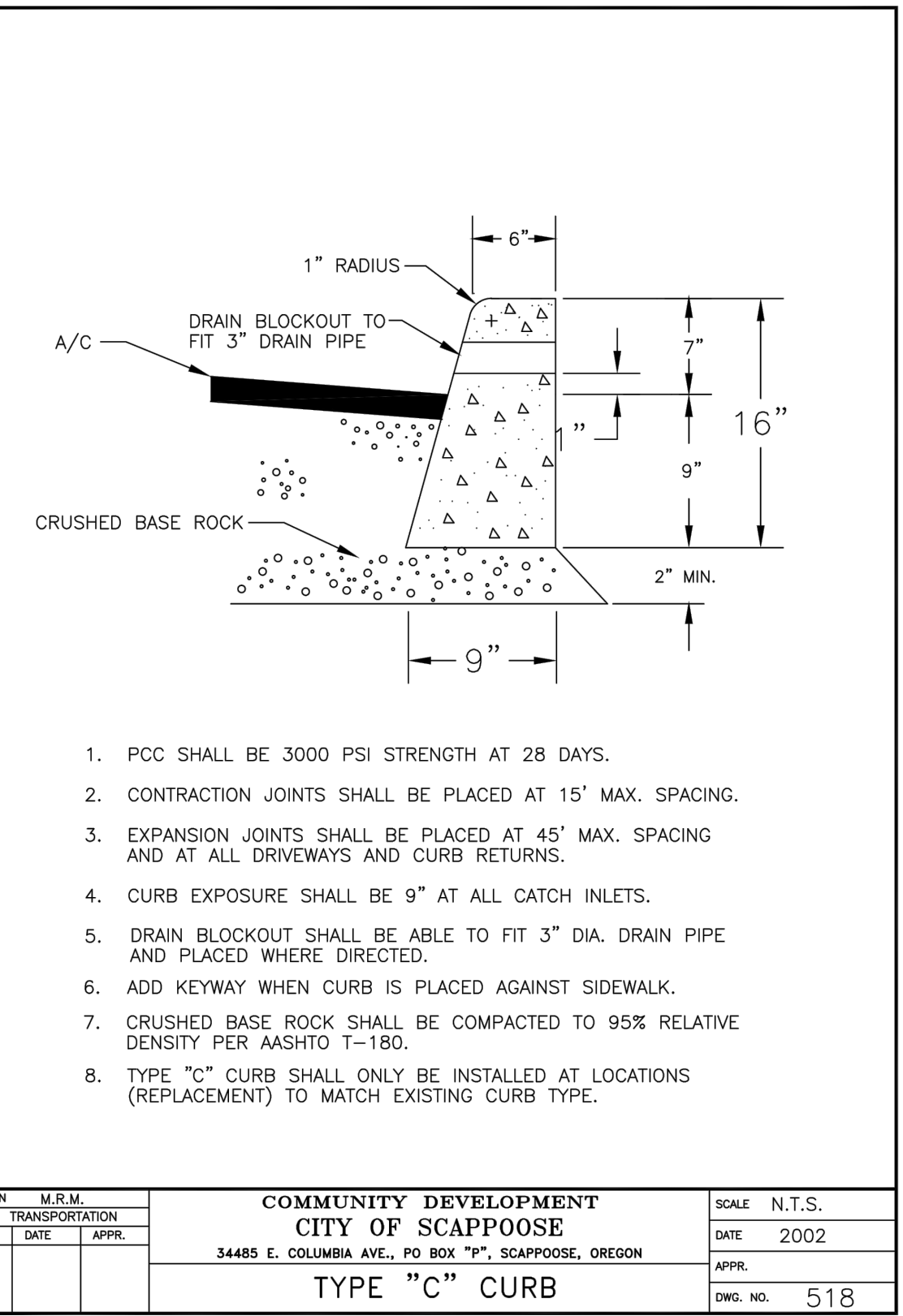
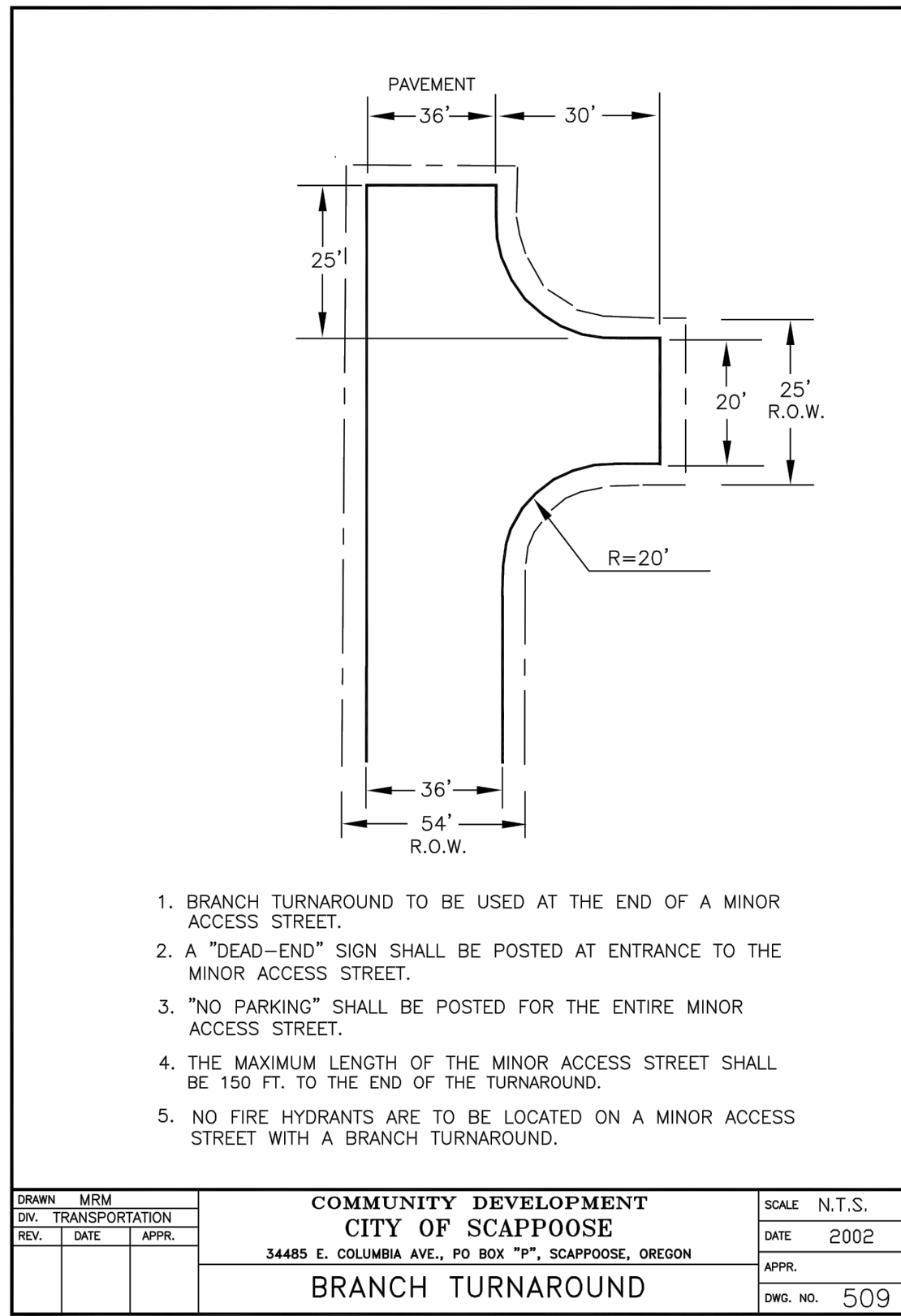
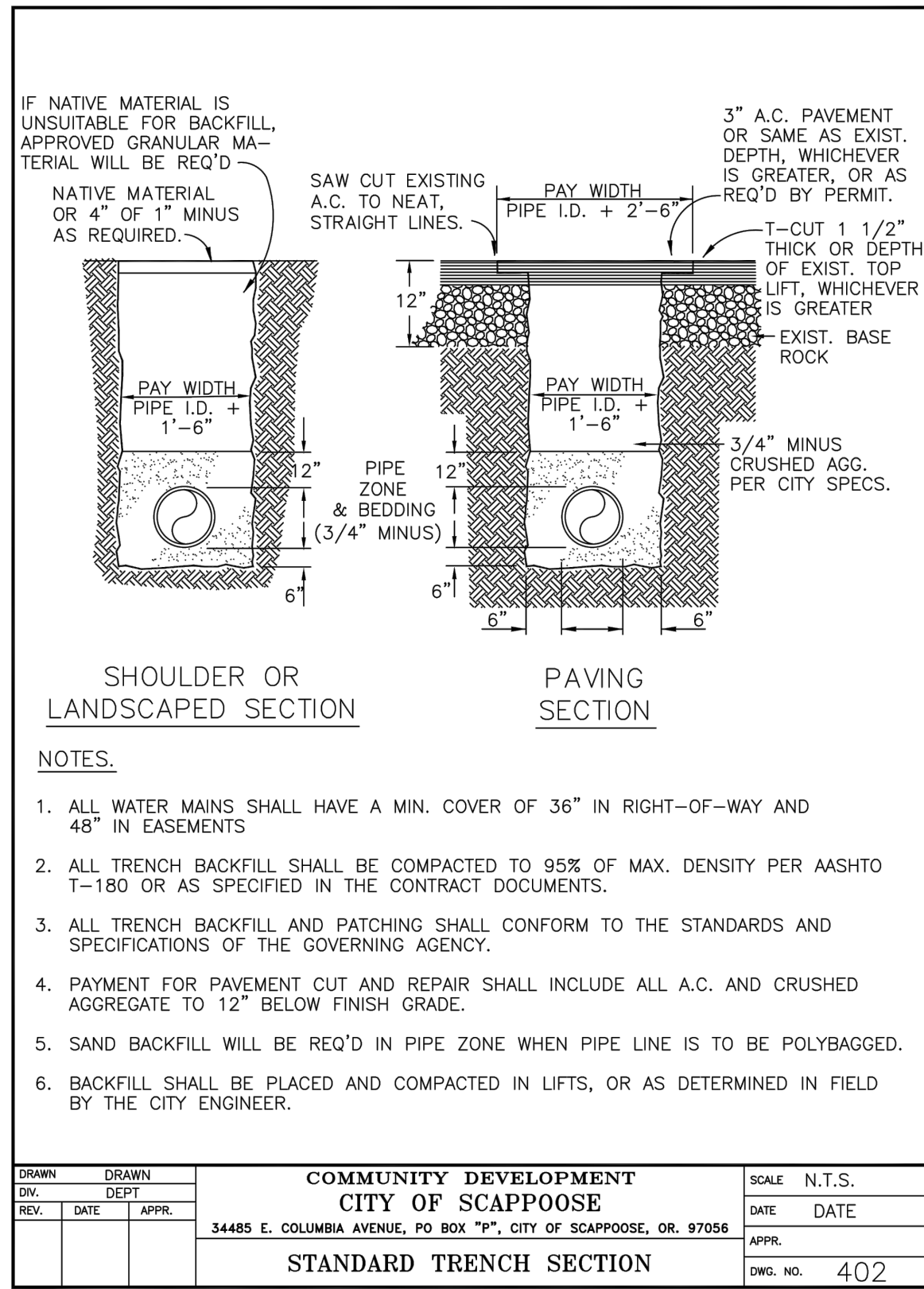


**GENERAL NOTES FOR ALL DETAILS:**

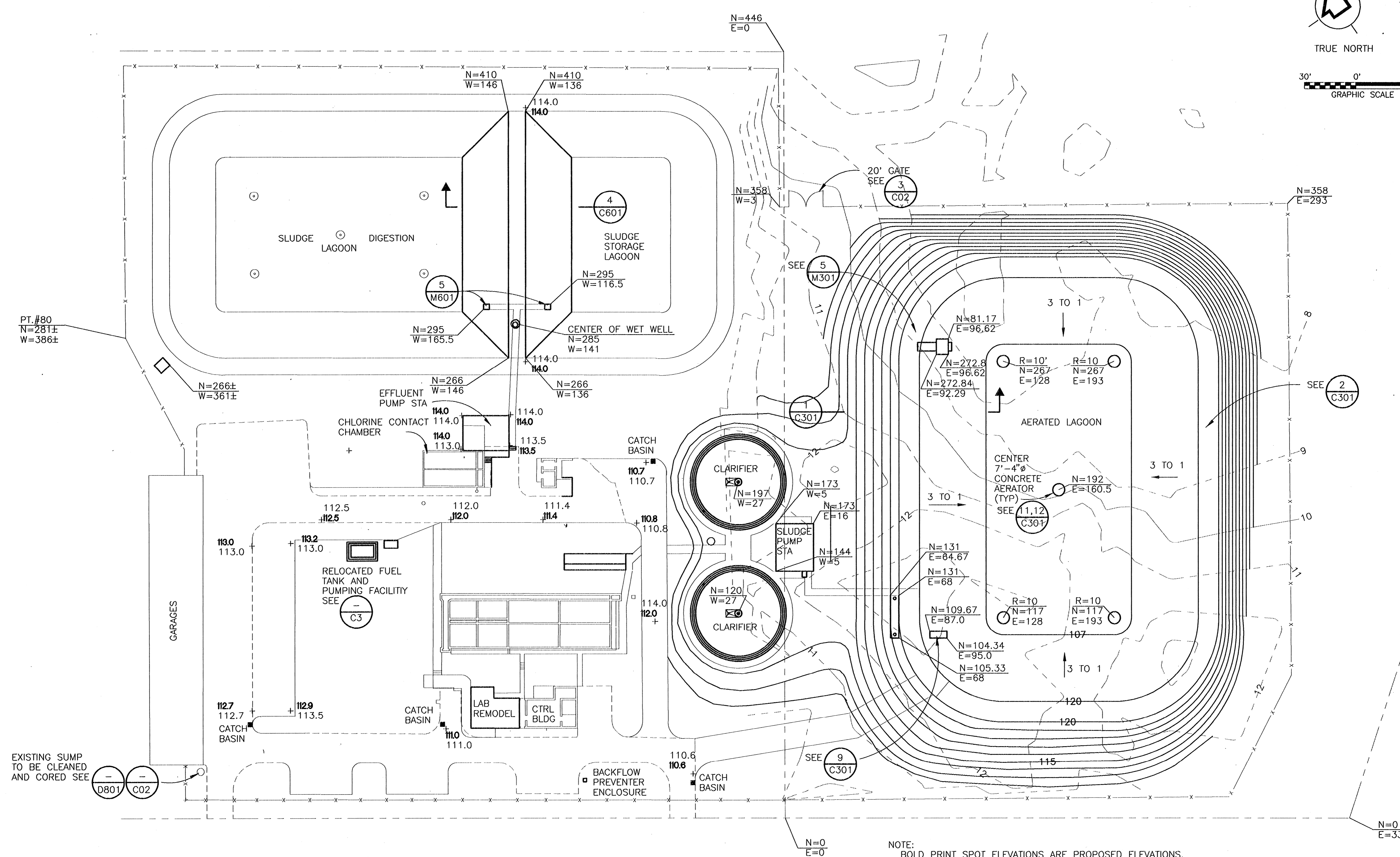
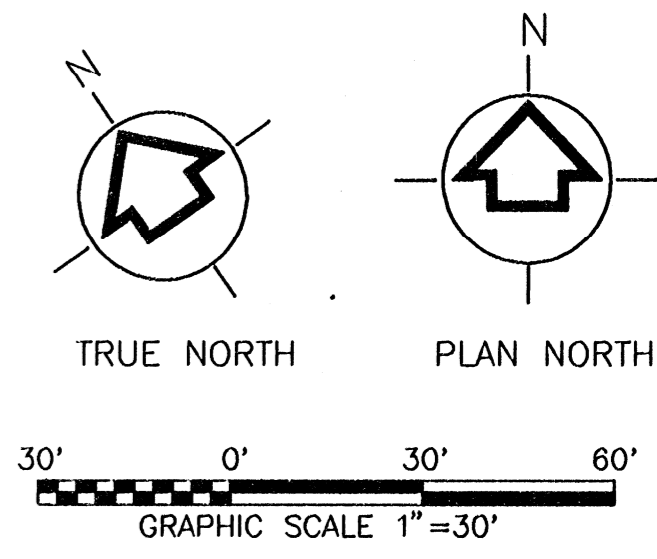
- Install removable slotted grate at the beginning of each pipe run greater than 13'. Install one grate every 30' thereafter.
- Trench opening shall be free of any locking device.
- Install no sooner than 2 weeks before placement of ACP.
- Provide trench drain with 3/4" opening every 12" to a depth of 2" before final wearing course surface to allow water to pass from the open graded material into the trench drain (See special provisions).

**OREGON DEPARTMENT OF TRANSPORTATION**  
**TECHNICAL SERVICES**  
**DETAILS**

TRENCH DRAIN      DETAIL NO. DET1375



<p>NOTICE</p> <p>0 1/2 1</p> <p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE</p>	<p>JSM DESIGNED</p> <p>NEM DRAWN</p> <p>WAR CHECKED</p>				<p><b>SCAPPOOSE WWTP                  PHASE 1                  IMPROVEMENTS</b></p>	<p><b>CIVIL DETAILS - 3</b></p>	<p>SHEET</p> <p><b>C-006</b></p>



PT. #80  
N=281±  
W=386±

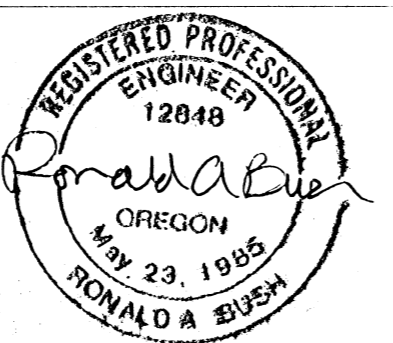
EXISTING SUMP  
TO BE CLEANED  
AND CORED SEE  
D801 C02

NOTE:  
BOLD PRINT SPOT ELEVATIONS ARE PROPOSED ELEVATIONS,  
STANDARD PRINT SPOT ELEVATIONS ARE EXISTING ELEVATIONS

As-Built

**KCM** Kramer, Chin, & Mayo, Inc.  
7080 S.W. Fir Loop  
Portland, OR 97223

date	designed by	RAB
JUNE 1992	drawn by	DPM
scale,	checked by	RAB
AS NOTED	approved by	ACS



revisions	
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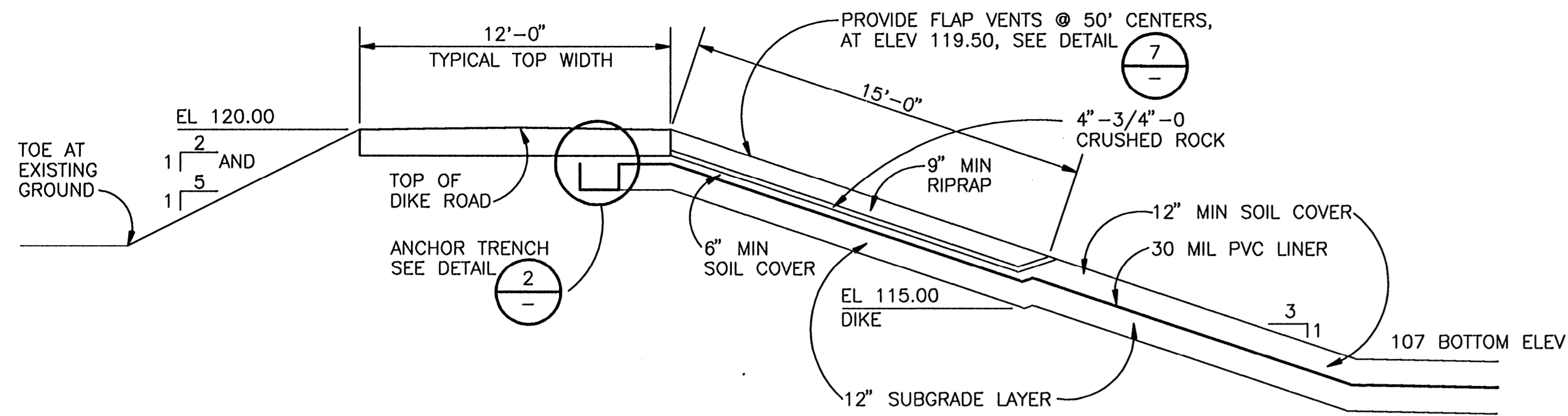
**WASTEWATER TREATMENT  
FACILITIES IMPROVEMENTS**  
CITY OF SCAPPOOSE, OREGON

CIVIL  
**SITE GRADING AND DRAINAGE PLAN**

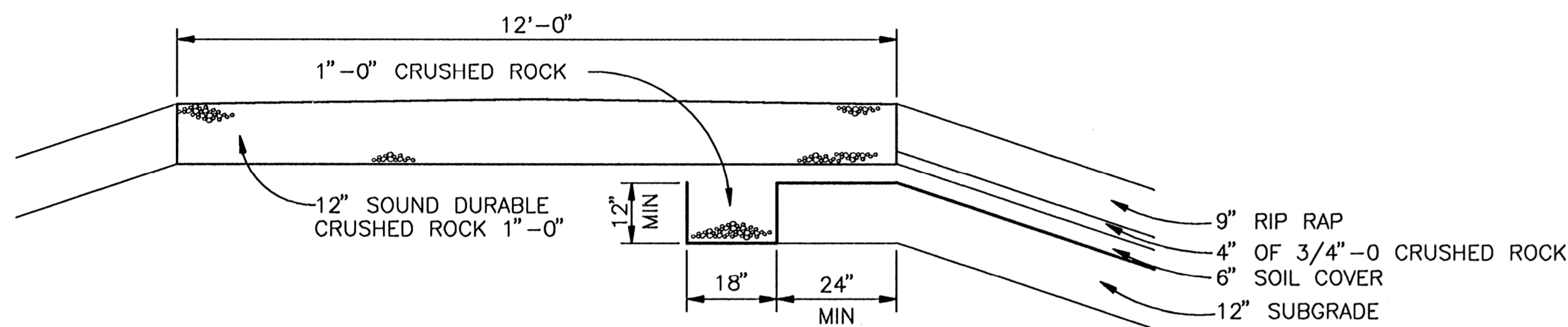
drawing number	C03
sheet number	42 of 99

C03 1=30 DISK-1 3142

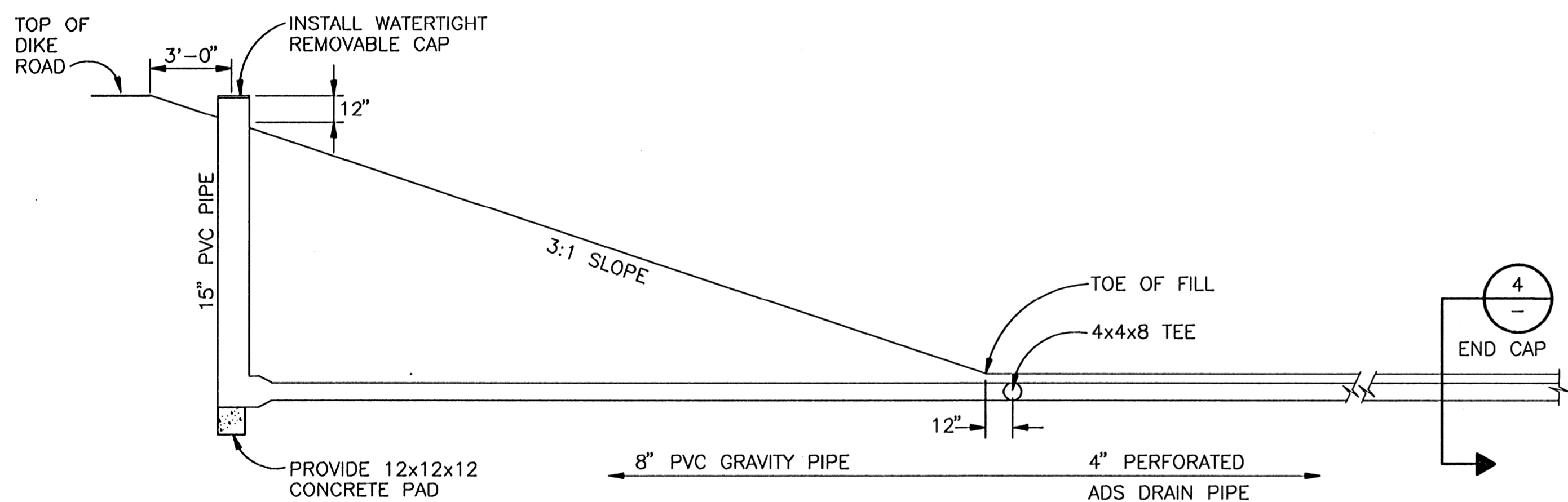
This drawing is full size when 22" x 34" or is reduced to half size when 11" x 17"



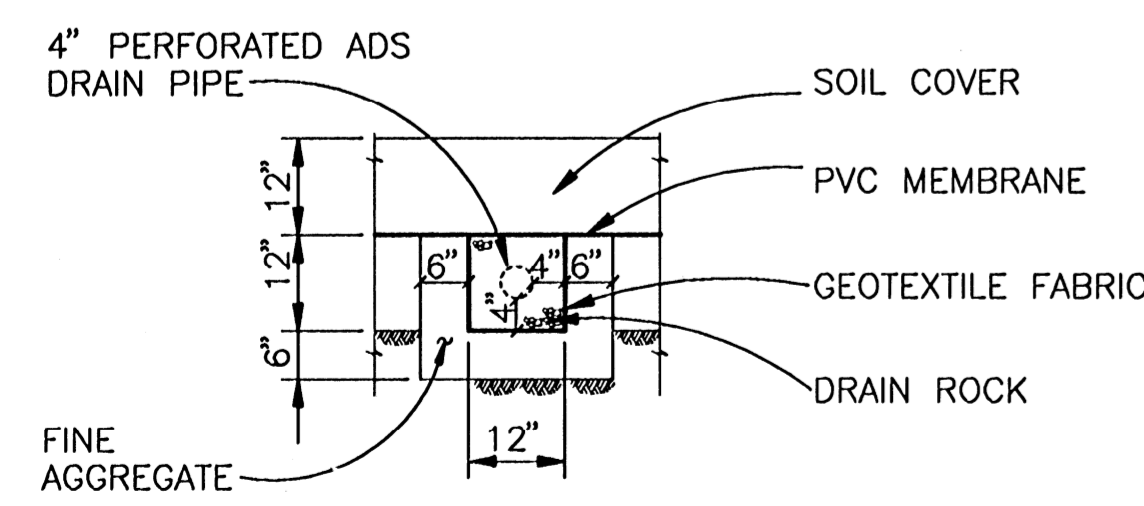
**DIKE SECTION**  
NO SCALE



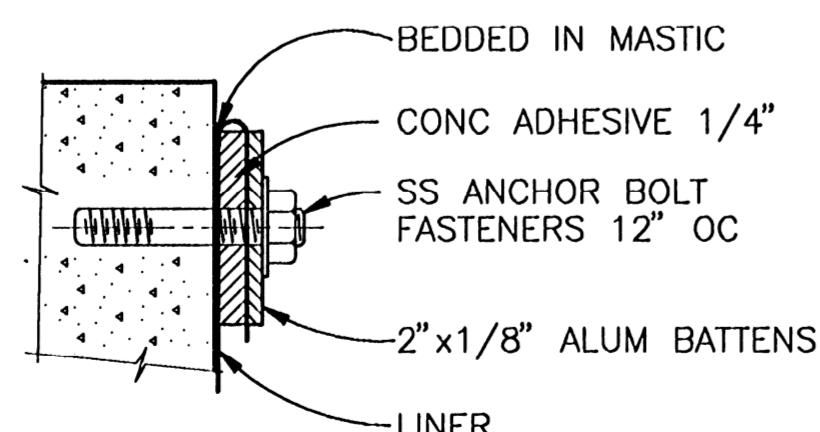
**TOP OF DIKE DETAIL**  
NO SCALE



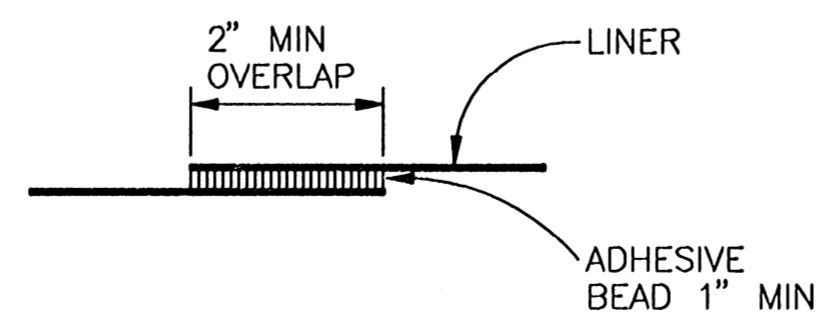
**TOE DRAIN DETAIL (TYP)**  
NO SCALE



**TOE DRAIN CROSS-SECTION**  
NO SCALE

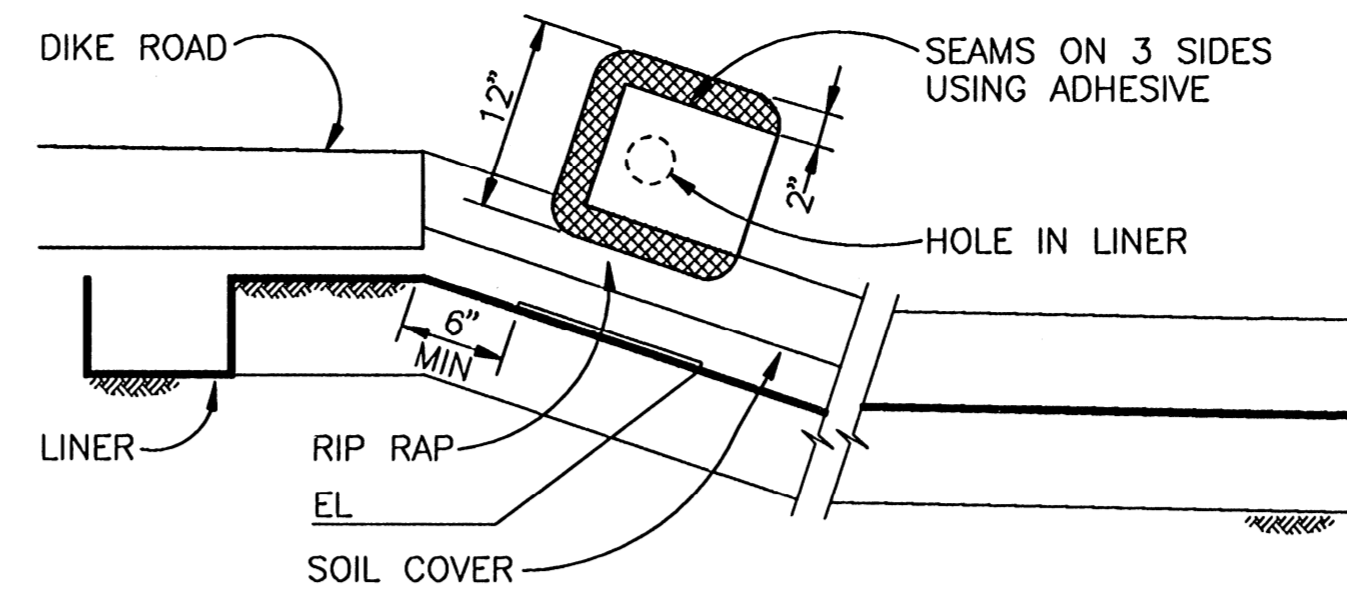


**PVC ANCHORING TO CONC**  
NO SCALE

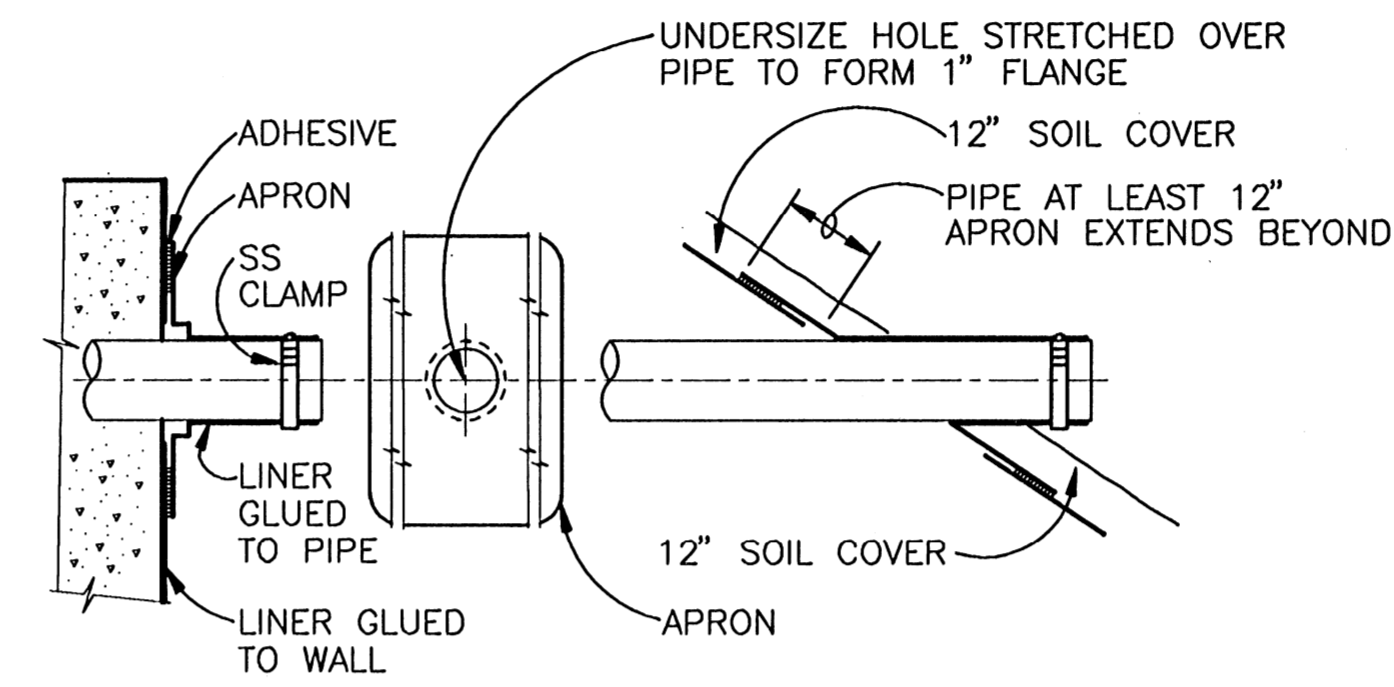


**TYP PVC LAP JOINT**  
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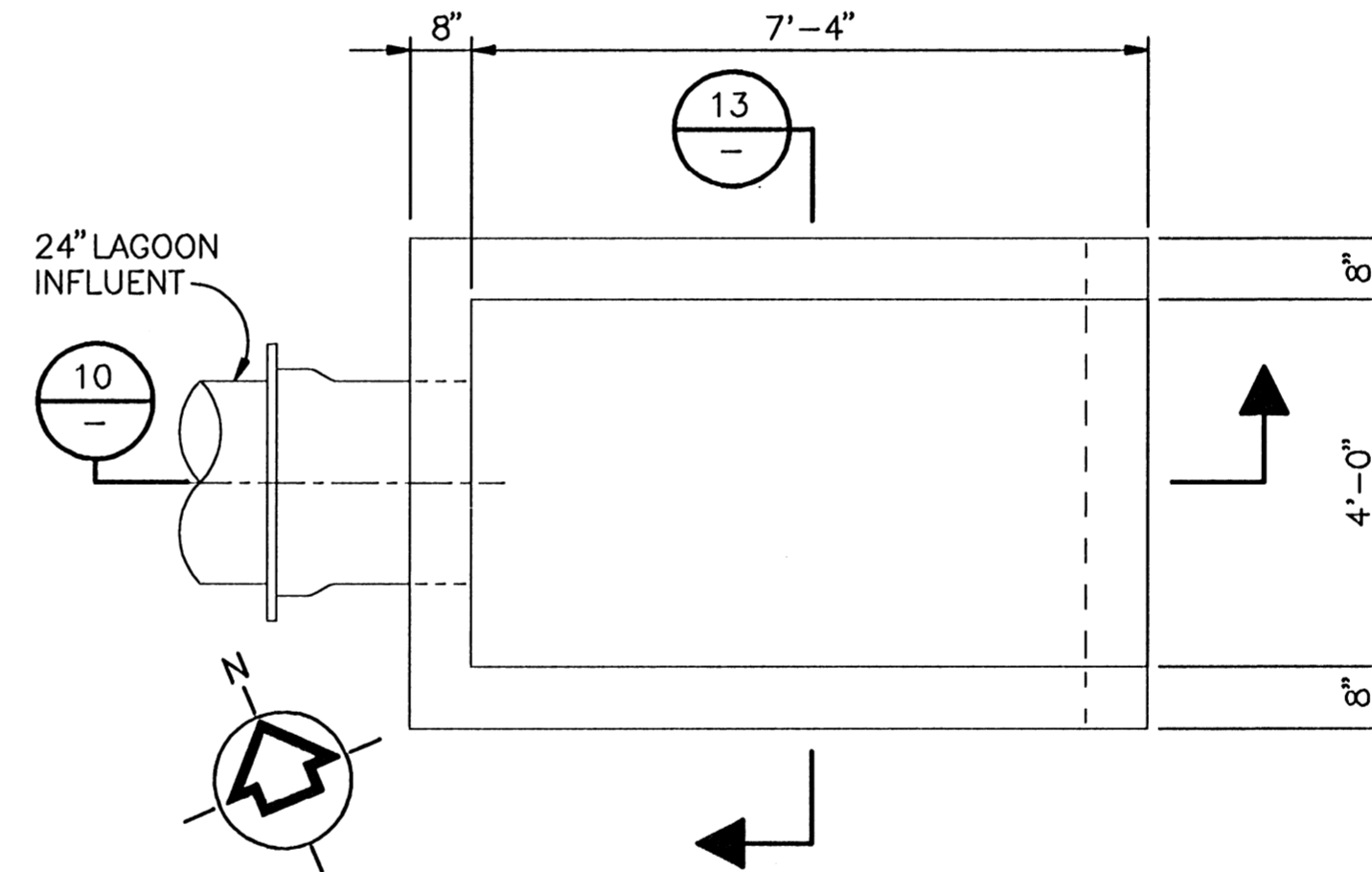
AS BUILT



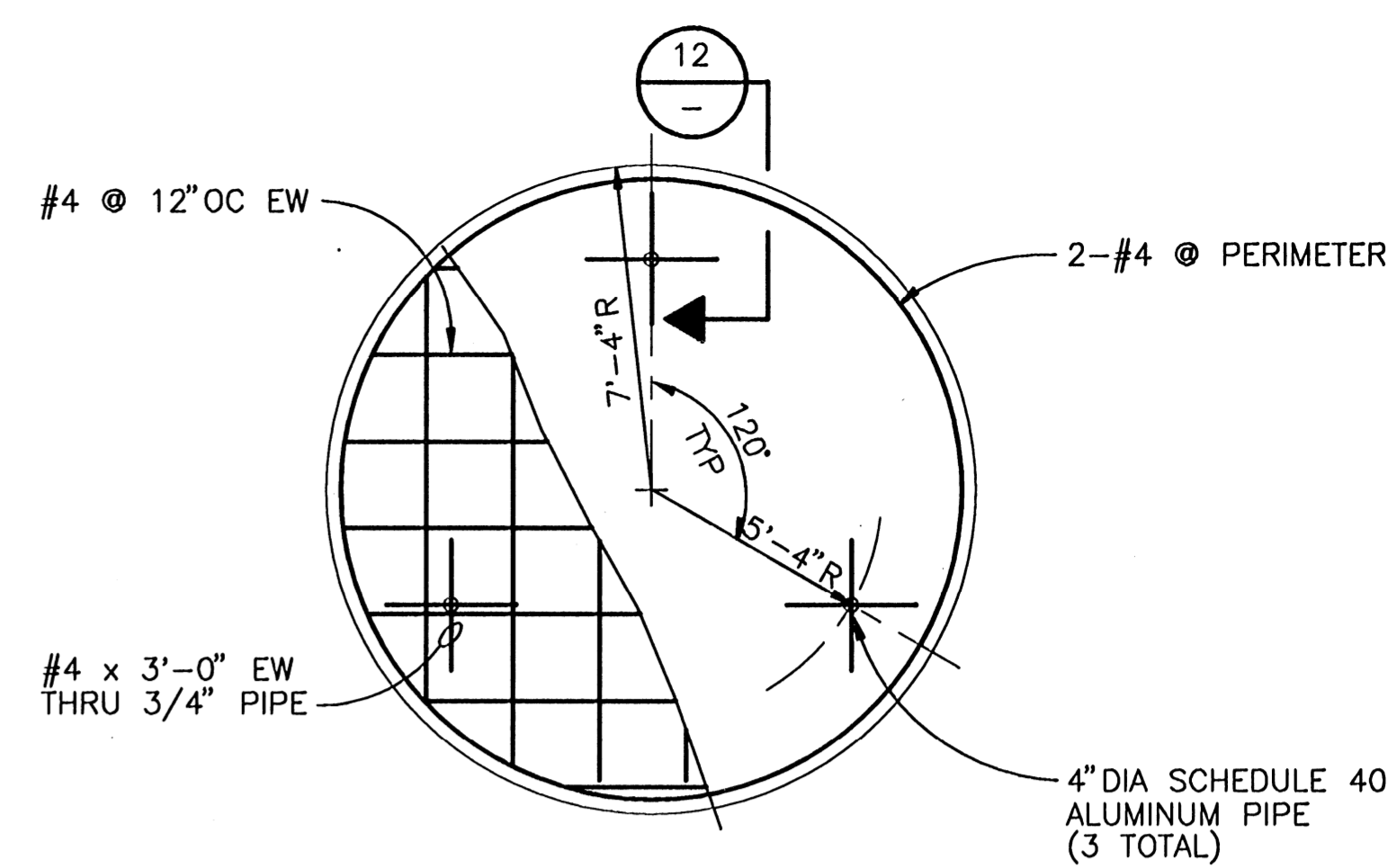
**FLAP VENT DETAIL**  
NO SCALE



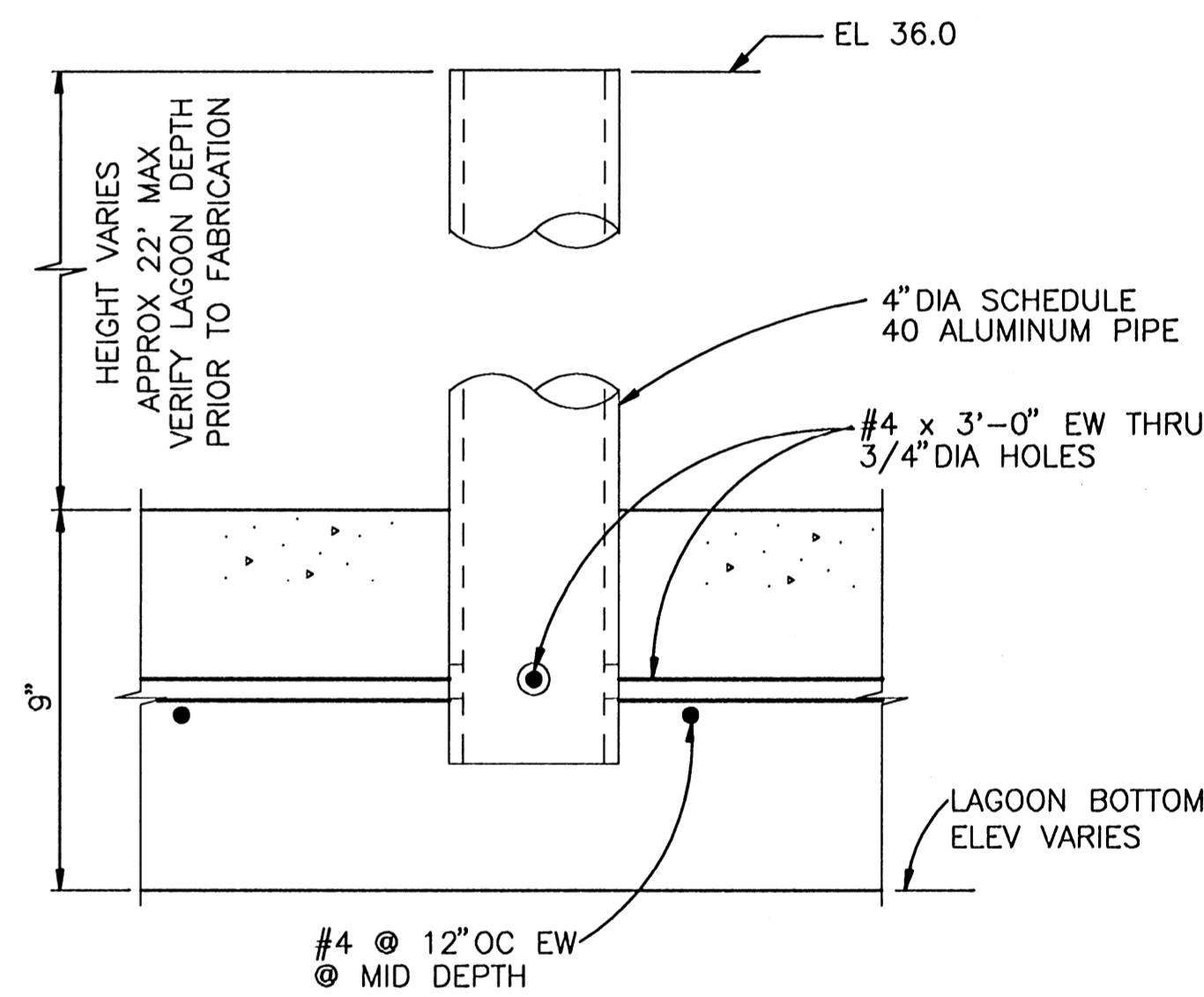
**PVC SEALS TO PIPE**  
NO SCALE



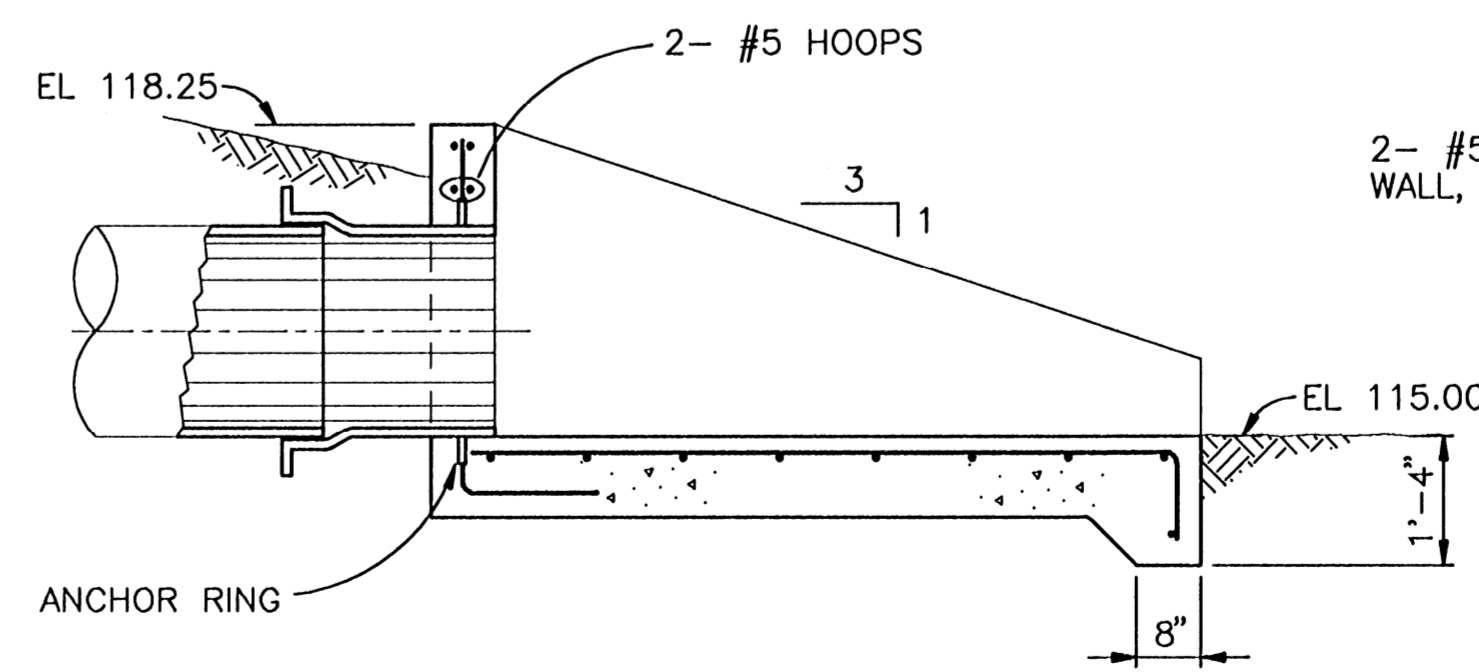
**LAGOON INFLUENT END STRUCTURE**  
1/2" = 1'-0"



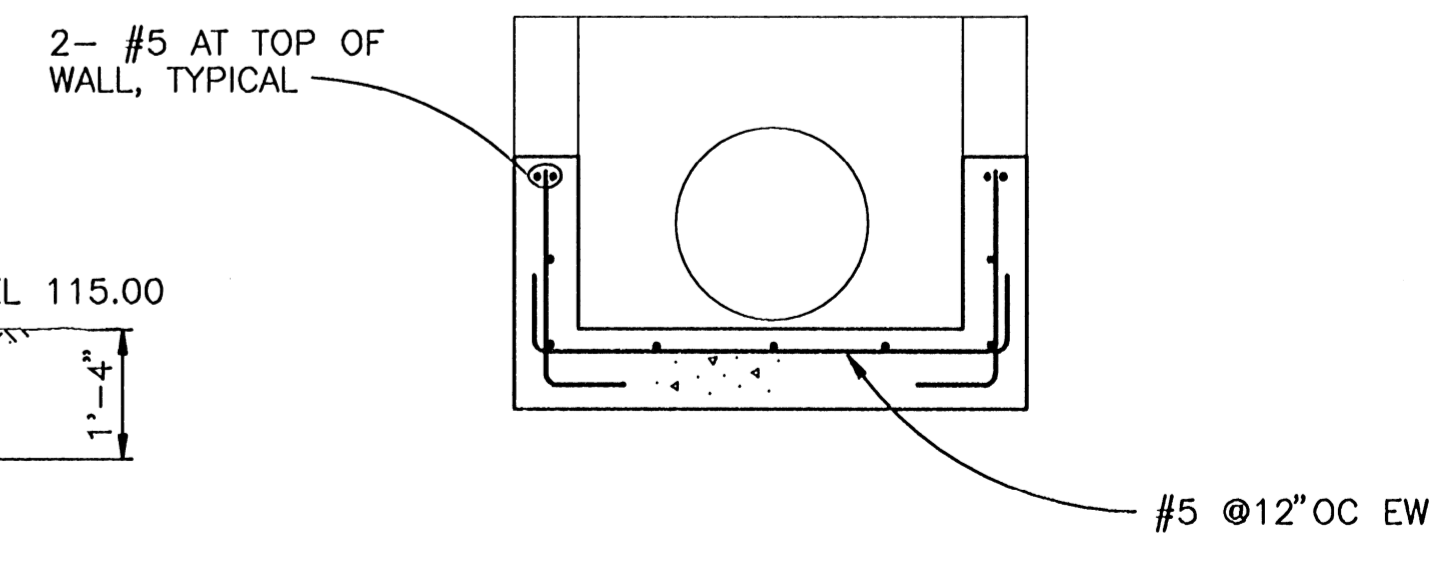
**PRIMARY LAGOON AERATOR PAD**  
PLAN  
3/4" = 1'-0"



**SECTION**  
1 1/2" = 1'-0"



**SECTION**  
1/2" = 1'-0"



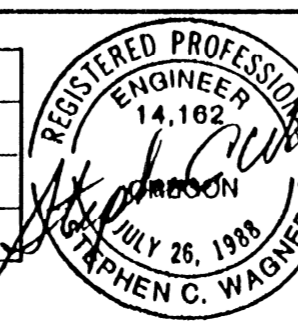
**SECTION**  
1/2" = 1'-0"

C301.1=24. DISK-1. 3142



Kramer, Chin, & Mayo, Inc.  
7080 S.W. Fir Loop  
Portland, OR 97223

date	designed by	RAB
JUNE 1992	drawn by	GCD
scale	checked by	RAB
AS NOTED	approved by	ACS



revisions

**WASTEWATER TREATMENT FACILITIES IMPROVEMENTS**  
CITY OF SCAPOOSE, OREGON

AERATED LAGOON  
SECTIONS AND DETAILS

drawing number  
**C301**  
sheet number  
**54** of **99**

This drawing is full size when 22" x 34" or is reduced to half size when 11" x 17"



# Bidder Q&A Log

**Date:** May 15, 2024  
**Project:** City of Scappoose, WWTP Improvements

**RE:** Bidder Questions - Addendum #4

The following are the summary responses to the bidder questions received and ready for response at the time of issuance of Addendum #4.

## Bidder Questions and Responses

Count	Date Received	Question	Question from	Response
28	5/2/2024	<b>46 23 27</b> 2.2.C.13: Sections 46 23 27 and 46 23 63 do not reference Div. 26/40 sections. Section 40 61 96.24 does reference Div. 40 as a related section. Please advise if we are to meet the requirements of Div. 26/40. See notes below: a. Section 26 29 23-2.1 requires ABB ACS-880 VFDs with Ethernet communication.	TEC	This does not apply to the grit system.
		b. Section 40 61 13 has the following requirements: i. 2.1.B requires outdoor control panels to be NEMA 4X, 316SS. The Grit Removal Equipment Spec indicate 304SS. Which are we to use?	TEC	The panel is outdoors and should be NEMA 4X and stainless. 304SS is acceptable for this vendor control panel. Section updated per Addendum 4.
		ii. 2.3 requires surge protection	TEC	Provide 120VAC surge suppression for control circuit in control panel.
		iii. 2.5 requires spare parts	TEC	Provide misc spare parts for vendor control panel, such as fuses, control relays, etc. A spare PLC or motor starter is not required.
		c. Section 40 66 13 requires a managed type Ethernet switch. Please advise if the Grit System	TEC	The grit system does not need a managed ethernet switch. An unmanaged switch is acceptable.

		control panel will need to meet this section.		This control panel only needs ethernet communication from its PLC to the plant PLC.
		d. Section 40 67 16 requires GFCI receptacles, Panel lights, and a voltage barrier to separate power area and control area. Please advise if the Grit System control panel will need to meet this section.	TEC	Provide a panel light for control panel. Provide a small convenience receptacle in the panel. The voltage barrier isn't required, but the panel needs to be UL 508 listed.
		e. Section 40 67 43 requires a UPS battery backup. Please advise if the Grit System control panel will need to meet this section.	TEC	This is not required for the grit system control panel.
		f. Section 40 78 56 requires surge protection. Please advise if the Grit System control panel will need to meet this section.	TEC	Provide 120VAC surge suppression for control circuit in control panel.
29		<b>40 05 57</b> This section is not referenced in 46 23 63. Hydro assumes we do not have to comply with requirements in this section.	TEC	Manufacturer shall conform to section 46 23 63 regardless of whether that section is referenced. If there are issues meeting the requirements, manufacturer shall state any deviations during the submittal process for review and approval.
30		<b>Dwg # G-005</b> references a soft motor starter for the grit pump. Spec 46 23 27 2.2.C.13.n.13 references a potentiometer which would be supplied using a VFD. Please confirm the specified requirements rule the scope.	TEC	Manufacturer proposal had VFDs in it. Either VFDs or soft starts are acceptable.
31		<b>Dwgs P-210 / E-200</b> shows an E-Stop LCS near the equipment. As this is not listed in 46 23 27 Hydro assumes this is supplied by others.	TEC	Please provide E-Stop with equipment as shown on previous manufacturer drawings.
32	5/6/2024	Is there a gate schedule?	R&G Excavating	Yes, see sheet M-002.
33	5/7/2024	The project Specifications list epoxy resin lab sinks. After multiple searches of the plans, I have not found a sink, a lab or a water closet. Can you direct me to the right drawing or was this	McClure & Sons	There is no lab sink in the project. Please disregard the epoxy lab sink.

		detail omitted from the final drawings?		
34	5/3/2024	Sheet M211 shows the grating is FRP at the headworks. Sheet S211 shows the grating is aluminum, per detail 2/S010. Please clarify which material is needed for the grating.	R&G Excavating	Grating in the Headworks shall be aluminum. Updated per Addendum 4.
35	5/3/2024	Is Sheet M710 missing a callout?	R&G Excavating	No, that is a remnant of the record drawing used as the background for that section.
36	5/3/2024	Sheet M711 states to provide pipe overhead support per section XXX Can you provide this information?	R&G Excavating	This has been addressed in Addendum 3.
37	5/6/2024	Sheet M412 Note 10 indicates 2 Davit Crane Bases should be installed. Spec 41 22 13 does not show any davit bases at the UV in the David Crane Base Schedule. Can you please confirm 2 bases should also be provided at the UV?	R&G Excavating	Two bases shall be required.
38	5/6/2024	Spec 402150 shows tag labels for the Vertical Turbine Pumps as PMP-430-01, 430-02 and 430-03. I believe the drawings, sheet M512, shows these pumps are tagged PMP-510-01, 510-02 and 510-03 Can you please confirm the pump tags?	R&G Excavating	The pumps should be tagged PMP - 511, -512, -513, -514. Updated per Addendum 4.
39	5/6/2024	Spec 432503 does not have a pump tag. Is this the pump at the Grit Vortex, PMP-223?	R&G Excavating	This section includes the pump discharge elbows for the IPS improvements. The elbows are associated with owner supplied pumps PMP-202, -203, and -204.
40	5/6/2024	Spec 465370 is for FRP Baffle Walls I see aluminum Baffles in the Eff PS (M512), UW PS (M713) and the UV Channel (M412) wasn't real clear on materials. Can you confirm if these should be aluminum or FRP, please?	R&G Excavating	FRP baffle walls are to be installed within the aeration basin.

41	5/6/2024	Do you have a spec for an Air Mass Flow meter? This is shown on detail 8/Moo4 and is discussed in the process control spec.	R&G Excavating	See section 40 71 76, Thermal Flow Meters.
42	5/6/2024	Do you have a spec for the chlorine residual analyzer shown in the Chlorine Room? Sheet M711	R&G Excavating	See section 40 75 05, Multi-Parameter Analyzer Systems.
43	5/6/2024	Spec 465370, para 1.1, indicates this spec will also cover the FRP Weir. It doesn't appear to have included information for the weirs. Can you provide this?	R&G Excavating	See Addendum 4 for information on the weirs.
44	5/6/2024	We respectfully request a two (2) week extension to the bid closing date for the above-mentioned project. We are requesting the extension for the purpose of preparing an exact estimation as per your requirements to make our best competitive offer.	JW Fowler	The bid closing date will not be extended at this time.
45	5/7/2024	Can you clarify the ductile coating spec; pipe chart says 'polyurethane' for most ductile lines buried or exposed; the ductile spec says rust-inhibitive primer for exposed pipe and asphalt coated for buried; Coating spec says exposed ductile to have zinc primer; buried needs to be zinc coated and polyethylene wrapped	HD Fowler	Exposed CMDI shall be per system 101 of section 09 90 00, Painting and Coating. Buried CMDI shall be per system 211 of section 09 90 00, Painting and Coating.
46	5/8/2024	Schedule B: Sheet M-001 13 of 22 Note 1:           Quantity of stored biosolids to be relocated? Note 2&3:       Quantity of all blocks to be relocated	McClure & Sons	City will have the dryer area clear of eco blocks and biosolids. They are planning to relocate the existing conveyor prior to the start of construction.
47	5/9/2024	Can we get the CAD files for this project?	JW Fowler	CAD files are not available for bidding, but may be released post award.
48	5/8/2024	We need to know if we are responsible for the sluice and if we need to confirm how many screens and WAP's they are	Goble Sampson	Two screens, one wet sluice, and one washer and compactor will be required for this project.

		going to need. Plans show two (2) screens and one WAP. Specs are unclear.		Manufacturer of the screens shall be responsible for all components.
49	5/8/2024	SSI Aeration is requesting to be named as an approved vendor for the subject project on sections 46 51 33 and 46 51 21. Please find attached our pre-submittal package for your review and acceptance including all required design information, references, data sheets, and longevity reports for the FB diffusers.	SSI Aeration	Per Invitation to Bid Documents Section 2.1 paragraph 9, substitutions will not be considered until after the effective date of the agreement.
50	5/8/2024	(Sheet M-312) The reference plan view calls out (4) FRP Baffle Walls (states typ of 4 on drawing) spanning from left to right. The referenced plan view shows a line perpendicular to the baffle wall(s) between Aerobic & Swing Zone North AND between Aerobic & Swing Zone South but is not called out as anything. Just to confirm, are these (2) perpendicular lines additional Baffle Walls on this project?	Goble Sampson	That is correct, there are baffle walls separating the North and South Swing Zones from the Aerobic Zones 1. These baffle walls shall be part of the scope of supply for the baffle wall manufacturer. See Addendum 4 for further clarification.
51	5/8/2024	(Sheet M-313) Please confirm the Top of Elevation for each portion of Baffle Walls: -FRP Baffle Walls between Swing Zone (North & South) and Aerobic Zone (North and South): EL. 22.24 -FRP Baffle Walls between Aerobic Zone 1 & Aerobic Zone 2 (North & South): EL. 24.24 -FRP Baffle Walls between Aerobic Zone 2 & Aerobic Zone 3 (North & South): EL. 24.24	Goble Sampson	The top elevations are correct.

52	5/8/2024	(Sheet M-313; Section A) The referenced drawing section shows a weir plate connected to the top of the (2) perpendicular FRP Baffle Walls between Swing Zone (North & South) and Aerobic Zone (North and South) but do not call out any Weirs for the other 4 Baffle Walls. Just to confirm, we are only to provide Weirs at the top of the (2) FRP Baffle Walls between Swing Zone (North & South) and Aerobic Zone (North and South) <b>OR</b> do we include Weirs for all (6) Baffle Walls?	Goble Sampson	That is correct, weirs shall only be provided between the Swing Zone and the Aerobic Zone 1.
53	5/8/2024	(Page 46 53 70-4; Section 2.2.D.7) Due to the design criteria, the height of the FRP Baffle Walls, and the configuration of this Application; Enduro will need to utilize our 18F17 FRP Columns that require angles to be bolted to the columns in the field (including the "T" Configuration where the FRP Baffle Walls between Swing Zone (North & South) & Aerobic Zone (North and South) <b>AND</b> FRP Baffle Walls between Aerobic Zone 1 & Aerobic Zone 2 (North & South) interface with each other as those columns do not come with integral slots. Please see attached detail that shows similar condition.	Goble Sampson	A full review of this design shall be completed during the submittal phase of the project.
54	5/8/2024	(Page 46 53 70-4; Section 2.2.G.1) (Sheet M-312) After reviewing the drawings, we see no pipe penetrations that we are to account for within these walls. Please confirm that this is correct.	Goble Sampson	Correct
55	5/8/2024	(Page 46 53 70-5; Section 2.2.H.1) (Sheet M-312) After reviewing the drawings, we see no hinged doors that we are to	Goble Sampson	Correct

		account for within these walls. Please confirm that this is correct.		
56	5/9/2024	I would like to ask that Aquarius be considered an "or equal" for sections - #46-51-21 and #46-51-33	JB Water	Per Invitation to Bid Documents Section 2.1 paragraph 9, substitutions will not be considered until after the effective date of the agreement.
57	5/10/2024	Sanitaire: 1. What is the total air requirement for the coarse bubble diffusers in Section 46 51 21. Please provide the air requirements or the number of diffusers required. 2. Please note that since there are mixers in the Anoxic zones, we assume that the coarse bubble diffusers are only intended to impart air to the basin. By orienting the headers as shown in Drawing M-312 the diffusers will NOT provide complete mixing of the basin. If mixing is required using the coarse bubble diffusers, the header should be oriented along the length of the basin and should provide at minimum 20 scfm/LF.	Beaver Equipment	The diffusers are only intended to provide air during situations in which the plant is seeing significant process upsets. They are not intended to be used under normal operating conditions. The design air demand shall be 260 SCFM.
58	5/10/2024	Wedeco: 1. Please confirm the design configuration is one duty, one standby channel.	Beaver Equipment	Correct
59	5/13/2024	In Schedule A, specs 09 90 00, Paintings and Coatings, System 212 and 213 for concrete exposed to H2S gases. Which surfaces of concrete would this include? - 96'x94' aeration basin and baffle walls? - Head works building channels? - UV Disinfection channels – M412 - Effluent Pump Station -M511 - Liquor basin? - Onsite manholes?	WCCL Systems	This coating system would be limited to the interior <b>channels</b> in the headworks, grit chamber, and primary flow split attached to the grit chamber. The finished floor of the Headworks shall not be coated; however, the coating shall extend to the top of the channels.

60	5/13/2024	On Sheet C011 Note 5 refers to steel stairs and grating. Do you have elevations? Detail for this?	R&G Excavating	Detail added to C-006 and section 05 50 00 Metal Fabrications updated per Addendum 4.
61	5/13/2024	I left you a voicemail with a question regarding the bid bond. The one we are provided with in addendum 2 (and in the original documents) does not have a place for the surety to sign. Will there be a new bond issued or do I just have the surety fill in their information on the current form?  Also, will you be providing pictures of the owner furnished equipment once on site later this week?	JW Fowler	Proceed with using the Bid Bond from Addendum 2 and have the surety fill in their information in the blank space, or they can attach their standard form and submit both.
62	5/13/2024	Are there any drawings for the existing ponds that show topography?	JW Fowler	Excerpts from the 1992 Improvements record drawings are included in Addendum 4 as Supplemental Information.
63	5/15/2024	The gate schedule on sheet M002 shows gates for the UV Disinfection, identifying numbers use G-410-XX. The M sheets for the UV disinfection show gates identified with G-540-XX. Can we get confirm these are the same gates	R&G Excavating	The Gates should be G-540-xx.
64	5/15/2024	Sheet A331 shows the walls of the Blower/Electrical building/rooms as BN. Looking at Sheet A333, it looks like these walls should probably be AN (spray in insulation). Can you please clarify the finish on these walls as there is a cost difference between the two finishes.	R&G Excavating	The walls for the electrical room and the interior wall between the electrical room and the blower room should be AN.

**Date Prepared:** May 15, 2024

**By:** Austin Rambin & Patrick Davis