

Council Business Meeting

January 4th, 2022

Agenda Item	Approval of Personal Services Contract for construction services and Approval of a Construction Contract with HP Civil for the Wastewater Treatment Plant Disinfection System Upgrades	
From	Scott Fleury, P.E. Chance Metcalf, PMP	Public Works Director Senior Project Manager
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SUMMARY

Before Council, acting as the Local Contract Review Board, is a Personal Services contract for construction engineering and inspection services with Carollo Engineers and approval of a Public Improvement contract with HP Civil for upgrades to the Wastewater Treatment Plant (WWTP) Ultraviolet (UV) Disinfection System.

This project consists of two phases with Phase one (design) being previously by Carollo Engineers. Phase two includes, construction administration (Carollo), construction of the UV improvements, system programming, equipment testing and development of the Operations and Maintenance Plan (O&M) (HP Civil).

POLICIES, PLANS & GOALS SUPPORTED

City Council Goals (supported by this project):

- Maintain Essential Services – Wastewater Treatment
- Continue to leverage resources to develop and/or enhance Value Services
Emergency Preparedness
Address Climate Change

CEAP Goals:

1. Reduce Ashland’s contribution to global carbon pollution by reducing greenhouse gas emissions associated with City, residential, commercial, and industrial activities.
2. Prepare the city’s communities, systems, and resources to be more resilient to climate change impacts.

Strategic Initiatives:

- Maximize conservation of water and energy.
- Support climate-friendly land use and management.

Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Deliver timely life cycle capital improvement projects
- Maintain and improve infrastructure that enhances the economic vitality of the community
- Evaluate all city infrastructure regarding planning management and financial resources

BACKGROUND AND ADDITIONAL INFORMATION

In 2018-19, the City of Ashland contracted with Jacobs Engineering Group to perform work for the Wastewater Treatment Plant (WWTP) Facilities Assessment and Major Process Components Improvements Project ([Staff Report](#)). This project included an assessment of the UV system. The assessment was based upon current equipment

conditions, projected future flows and loads, capacity and redundancy requirements, Energy efficiency and anticipated regulatory changes.

The final summary report in the 2019 WWTP Facility Assessment stated the UV Disinfection System is in the great need of refurbishment and recommended its replacement as a top priority. The main control and power system are obsolete. Emergency spare parts are on hand however, replacement parts require custom fabrication. Custom parts cost four times the original cost and reliability of parts sources is not known. Updating the UV system will improve reliability and reduce operating costs. Operators also report this system acts as a hydraulic bottleneck at high flows.

At the November 5, 2019 Business Meeting Council accepted the recommendations of the facility assessment and the Capital Improvement Program was updated to reflect the WWTP maintenance needs defined in the report ([Staff Report](#)).

Engineering Services Request for Proposal:

After Council acceptance of the facility plan, staff proceeded forward with obtaining engineering services for the UV system upgrades as a high priority. Staff posted the WWTP Disinfection System Upgrade engineering services solicitation on the Oregon Procurement Information Network (ORPIN) site in November of 2019 and advertised the project in the Medford Mail Tribune/Daily Journal of Commerce, and on the City's website.

Three proposals were received and scored by Public Works staff. Carollo Engineers was scored as the highest ranked proposer and staff negotiated a scope/fee for engineering services. A professional services contract was awarded by Council at the April 7, 2020 Business Meeting. The solicitation was designed for two phases with the first being design engineering and the second being construction administration. Council approval was for the design phase of the project only. The second phase of the project is what is before Council now for approval.

Construction Invitation to Bid:

The City of Ashland released the Invitation to Bid (ITB) documents resulting in a public improvement contract with the City of Ashland for supplying all labor, equipment, and materials necessary to construct the Wastewater Treatment Plant Disinfection System Upgrade. This project consists of installation, programming, testing of equipment and development of the Operations and Maintenance Plan (O&M) for the UV system upgrades. The ITB was posted on Oregonbuys.gov site, advertised in the Daily Journal of Commerce and on the City's website on October 12, 2021. Solicitation documents were also available for review at the City in the Community Development Building. Bids were received and opened on November 9, 2021. Only one bid was received from HP Civil, Inc, and it was deemed responsive. Staff provided an email notice of intent to award to HP Civil on December 1, 2021, conditioned on Council approval at the January 4, 2022 business meeting.

PREVIOUS COUNCIL ACTION

On April 7, 2020, Council approved a personal services contract for professional engineering and design services for the WWTP UV System Upgrade Project with Carollo Engineers for an amount not to exceed \$145,662 ([Staff Report](#)).

On February 1, 2021, Council directed staff to select an L shape reactor with an estimated capital cost of \$1,400,000.00 for basis of standard design ([Staff Report](#)). This project makes a positive impact City wide as it replaces our current system infrastructure to withstand high demand days and dramatically reduces the energy usage for the Plant meeting Council goals.

Council approved the Capital Improvements Program on March 16, 2021. The CIP includes the design and construction of the WWTP UV System Upgrades in the 2021-2023 biennium ([Staff Report](#)).

FISCAL IMPACTS

The 2021-23 Wastewater Division Biennium Budget (BN) includes funds for contracted services (capital improvement program) in the amount of \$1,400,000 for this project. There are incentive funds available through the Bonneville Power Administration for this energy efficient UV System in an estimated amount of \$60,000. The additional monetary requirements to fully fund the project will come from existing fund balances within the wastewater fund.

STAFF RECOMMENDATION

Staff recommends Council move approval of the personal services contract with Carollo Engineers for construction engineering services and inspection services. Staff also recommends approval of the public improvement contract with HP Civil for the construction of Phase of the WWTP Disinfection System Upgrades.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

Council has the option to approve this contract or refer staff back for a new request for proposals. Potential motions include:

1. I move approval of a Personal Services contract for Construction Engineering Services and Inspection Services with Carollo Engineers in the amount of \$99,636 for Phase Two of the Wastewater Treatment Plant Disinfection System Upgrade Project.
2. I move approval of a Public Improvement contract for Construction of Phase Two of the Wastewater Treatment Plant Disinfection System Upgrade Project with HP Civil in the amount not to exceed \$1,622,969.00.
3. I move to direct staff to reconsider a new solicitation for Phase Two of the Wastewater Treatment Plant Disinfection System Upgrade Project.

REFERENCES & ATTACHMENTS

Attachment #1: Carollo Engineers scope of work

Attachment #2: HP Civil bid

**CITY OF ASHLAND WASTEWATER TREATMENT PLANT
UV DISINFECTION SYSTEM UPGRADE PROJECT
ENGINEERING SERVICES DURING CONSTRUCTION**

SCOPE OF WORK

INTRODUCTION

The City of Ashland (City) wastewater treatment plant's existing ultraviolet (UV) disinfection process is dated and difficult to operate and maintain. The purpose of this project is to replace the existing UV equipment with new equipment that meets treatment capacity needs and current regulatory requirements. Under this project, Carollo Engineers, Inc. (Consultant) will work with an installing General Contractor (Contractor) and will support the City with construction support services, including equipment testing and startup.

SCOPE OF WORK

TASK 1 CONSTRUCTION PHASE SERVICES

The City's Construction Management staff will perform daily construction management and inspection activities during the construction of the work and will confirm compliance with the issued construction documents and City approved Vendor documents. The Consultant will support these efforts by performing the following tasks as requested by the City:

1. Contractor submittal reviews for compliance with plans, specifications and design intent. Consultant will review shop drawings submitted by the Contractor describing materials and work approach.
2. Evaluating and responding to Requests for Information (RFI). Prepare timely written responses to installing Contractor and/or City staff as questions in the field arise.
3. Prepare Design Clarifications. Identify changes to design documents, if applicable.
4. Potential Change Order Review. Evaluate Contractor potential change order requests, notices of change, and associated cost estimates.
5. Participate in monthly construction progress meetings via telephone.
6. Construction Observance site visits.
7. Final Inspection. Provide final project inspection and report to close out building permit as required by City Building Department.
8. Prepare brief (2 to 4 page) supplemental operations summary to accompany the UV disinfection system Vendor manual.

Task 1 Assumptions:

1. A maximum of 75 non-UV equipment submittals, including resubmittals, is assumed. An average of 2.5 hours per submittal is assumed resulting total allowance of 188 hours. An allowance of 24 hours is included for review of UV equipment and O&M submittals.
2. A maximum total of 12 RFI's and an average of 3 hours per RFI is assumed for a total allowance of 36 hours.
3. A maximum of 2 design clarifications is assumed. An average of 6 hours is assumed per design clarification to aid the City in preparing the design clarifications for a total of 12 hours.
4. Contractor to perform short-circuit, coordination, and Arc-Flash hazard evaluation and submit for Consultant review. Contractor to provide necessary arc-flash labeling language for the City to apply.

5. A maximum of 2 change orders will be reviewed and an average of 6 hours is assumed per change order for a total of 12 hours.
6. A maximum of 14 construction meetings (virtual) is assumed. An average of 1 hour is assumed per meeting for a total of 14 hours.
7. A maximum of 2 construction observances is assumed. Each construction observance assumes one trip and most of the day on site for one Consultant staff. A site visit summary will be provided.
8. A maximum of 1 final completion inspection is assumed. The inspection assumes one trip and includes one full day on site for the Project Engineer. An inspection summary will be provided.
9. City will provide necessary special inspection.

Task 1 Deliverables:

1. Submittal review responses.
2. RFI responses.
3. Design Clarifications including sketches, drawing revisions, specifications, supporting calculations, and quantity take-offs for the work included in the design clarification.
4. Evaluations of Contractor Potential Change Order Proposal requests including assessments of Contractor entitlement to additional compensation based on the contract documents, proposed quantities, unit prices, production rates, and proposed change order total cost.
5. Site visit reports for construction observances.
6. Final inspection report for City Building Department.

TASK 2 START-UP AND OPERATION SUPPORT SERVICES

Consultant will support the City as requested during the startup and operation of the new UV disinfection system in the context of the intended design or as modified during construction. Consultant activities under this task include:

1. Review of Vendor provided O&M Manual, UV disinfection system training document and syllabus and provide a written summary of comments.
2. Commissioning and start-up assistance will be provided for each train and includes the following:
 - a. Facilitate two one-hour virtual meetings to coordinate between the City and Contractor for Contractor's preparation of a Commissioning and Start-up plan and schedule.
 - b. Review and comment on Contractor's commissioning and start-up plan and schedule submittal.
 - c. Provide guidance spreadsheet for initial witness functional testing of subsystem by Contractor for reactor.
 - d. Attend Contractor's initial start-up of the facility for each train:
 - i. Monitor facility performance during the specified process operating period.
 - ii. Provide a report on compliance with the contract documents to the City.
 - iii. During start-up of second train, perform additional system functional testing.
3. UV System Initial Performance Testing (IPT). Coordinate Contractor's initial performance testing of the UV system including:
 - a. Facilitate a one-hour virtual conference call for coordination between the City and Contractor for details of the IPT.
 - b. Review Contractor submitted IPT report with results, data and summary of compliance with the contract procurement documents.
 - c. Provide a report on compliance with the contract procurement documents to the City, including a recommendation on acceptance of the equipment and/or the corrective measures or conditions required for its acceptance.

Task 2 Assumptions:

1. Contractor to provide reports and manuals by dates requested in specifications.
2. One trip will be provided for startup assistance for each train and will include one full day on site for one Consultant staff.
3. Vendor will prepare and submit O&M manuals and City staff training workshops and plans for the UV system performance acceptance testing.
4. Contractor to prepare and submit (as a shop drawing submittal) functional testing plans and reference any supporting UV disinfection system Vendor provided information. Contractor and Vendor will develop functional testing plans in close coordination with Consultant and City, particularly City's operations staff.
5. City staff will review and approve submitted functional testing and acceptance testing plans.

Task 5 Deliverables:

1. O&M Manual and training documents review comments.
2. Commissioning and start-up plan review comments.
3. Functional testing and start up witness report.
4. IPT confirmation report.

TASK 3 PROJECT MANAGEMENT SERVICES

Under this task the Consultant will plan and execute the work in accordance with the schedule and budget expectations that are established in this Scope of Work.

1. Progress Monitoring, Reporting, and Invoicing:
 - a. Attend or hold teleconferences on a monthly basis, or as required by the City's project manager, to review project status. This scope assumes a project duration of 14 months.
 - b. Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
 - c. Monitor project activities for potential changes, anticipate changes whenever possible, and with City's approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
 - d. Prepare monthly invoices to be accompanied by a progress report that provides a narrative status report, project expenditure cost table by task, and summary of project schedule status.

Task 3 Deliverables:

1. Monthly Invoices and Progress Reports.

**City of Ashland, UV Project
Construction Services Proposal Budget
Date: 11/24/21**

Staff	D. Laffitte	B. Sotirakos	C. Carvalo	D. Chien	K. Antunovich	Varies	T. Kane		M. Mattox					
Role	Project Manager	Principal UV Specialist	Principal EIC Engineer	Senior Engineer (Process)	Senior Engineer (Structural)	Lead Engineer	Staff	Drafting	WP/ Clerical	Total Labor Hours	Total Labor Cost	PECE / hour	Subs & ODCs	Estimated Total Cost Per Task
ESDC Hourly Rate	\$232.00	\$232.00	\$232.00	\$175.00	\$175.00	\$155.00	\$124.00	\$139.00	\$103.00			\$13.00		
Task 1 Construction Phase Services														
101a	Submittal Reviews - non UV	9	19	19	66	19	37			188.0	\$33,312.00	\$2,444	\$0	\$35,756
101b	Submittal Reviews - UV Equipment and O&M		8	2	12	2				24.0	\$4,770.00	\$312	\$0	\$5,082
102	Requests for Information (RFIs)	2	5	5	16	4	4			36.0	\$6,904.00	\$468	\$0	\$7,372
103	Prepare Design Clarifications	1	2	2	5	1	1			12.0	\$2,365.00	\$156	\$0	\$2,521
104	Potential Change Order Reviews	2	2	2	6					12.0	\$2,442.00	\$156	\$0	\$2,598
105	Attend Monthly Construction Meetings (Virtual)	1			13					14.0	\$2,507.00	\$182	\$0	\$2,689
106	Construction Observance (two visits)				24			2		26.0	\$4,406.00	\$338	\$1,450	\$6,194
107	Final Completion Inspection	1			10			1		12.0	\$2,085.00	\$156	\$550	\$2,791
	TASK TOTALS	16	36	30	152	24	37	0	3	324	\$58,791	\$4,212	\$2,000	\$65,003
Task 2 Start-Up and Operation Support Services														
201	Review Vendor provided O&M Manual & Training Docs		4		2					6.0	\$1,278.00	\$78	\$0	\$1,356
202	Commissioning and Start-Up Assistance	1	38		9			1		49.0	\$10,726.00	\$637	\$1,800	\$13,163
203	UV System Initial Performance Testing (IPT)	2	12		5			1		20.0	\$4,226.00	\$260	\$0	\$4,486
	TASK TOTALS	3	54	0	16	0	0	0	2	75	16,230.00	975.00	1,800.00	19,005.00
Task 3 Project Management Services														
301	Progress Monitoring, Reporting, and Invoicing	28.0			38.0				14.0	80.0	\$14,588.00	\$1,040	\$0	\$15,628
	TASK TOTALS	28	0	0	38	0	0	0	14	80	\$14,588.00	\$1,040.00	\$0.00	\$15,628.00
	PROJECT TOTALS	47	90	30	206	24	37	0	19	479	\$89,609.00	\$6,227.00	\$3,800.00	\$99,636.00

Cost Reduction Measures:	Resulting Fee
Reduce # of non-UV Submittals by 20% (from 75 to 60):	\$92,416.00
Reduce # of non-UV Submittals by 33% (from 75 to 50):	\$87,689.00

Optional Services														
106b	Monthly Construction Observations (8 total assumed - 2 in base scope plus optional 6)				60					60	\$10,500.00	\$780	\$3,300	\$14,580
108	Record Document Allowance (Contractor dependent, no site visits)				8		4	20		32	\$4,676.00	\$416	\$0	\$5,092

City of Ashland, Oregon
 UV Upgrade Project
 List of Anticipated Submittals and Estimated # of Reviews

<u>Section or Drawing</u>	<u>Title</u>	<u>Item to Be Reviewed</u>	<u>Assumed # of Reviews</u>
00111	ADVERTISEMENT FOR BIDS		
00200	INSTRUCTIONS TO BIDDERS		
00410	BID FORM		
00430	BID BOND (PENAL SUM FORM)		
00434	PROPOSED SUBCONTRACTORS FORM		
00436	LIST OF EQUIPMENT MANUFACTURERS		
00453	BID PREFERENCES		
00520	AGREEMENT BETWEEN OWNER AND CONTRACTOR		
00550	NOTICE TO PROCEED		
00610	PERFORMANCE BOND		
00615	PAYMENT BOND		
00700	GENERAL CONDITIONS		
00800	SUPPLEMENTARY CONDITIONS		
01110	SUMMARY OF WORK		
01116	CONTRACT DOCUMENT LANGUAGE		
01140	WORK RESTRICTIONS		
01260	CONTRACT MODIFICATION PROCEDURES		
01292	SCHEDULE OF VALUES		
01294	APPLICATIONS FOR PAYMENT		
01312	PROJECT MEETINGS		
01321	SCHEDULES AND REPORTS	Schedule	2
01322	WEB BASED CONSTRUCTION DOCUMENT MANAGEMENT		
01330	SUBMITTAL PROCEDURES		
01340	PHOTOGRAPHIC AND VIDEOGRAPHIC DOCUMENTATION		
01353	SPECIAL PROCEDURES FOR LOCATING AND VERIFYING		
01410	REGULATORY REQUIREMENTS		
01450	QUALITY CONTROL		
01455	REGULATORY QUALITY ASSURANCE		
01500	TEMPORARY FACILITIES AND CONTROLS		
01600	PRODUCT REQUIREMENTS		
01610	PROJECT DESIGN CRITERIA		
01612	SEISMIC DESIGN CRITERIA		
01614	WIND DESIGN CRITERIA		
01722	FIELD ENGINEERING		
01738	SELECTIVE ALTERATIONS AND DEMOLITION		
01756	COMMISSIONING		
01757	DISINFECTION	Disinfect Plan	1
01770	CLOSEOUT PROCEDURES		
01782	OPERATION AND MAINTENANCE MANUALS		
01783	WARRANTIES AND BONDS		
02050	SOILS AND AGGREGATES FOR EARTHWORK	Product Data	2
02200	SITE CLEARING		
02260	EXCAVATION SUPPORT AND PROTECTION	Shop Drawing and Calcs	1
02300	EARTHWORK		
02312	CONTROLLED LOW STRENGTH MATERIAL (CLSM)	Product Data	2
		Trial Batch	1
02318	TRENCHING		
03055	ADHESIVE-BONDED REINFORCING BARS AND ALL THREAD RODS IN CONCRETE	Product Data	1
03071	EPOXIES	Product Data	1
03072	EPOXY RESIN/PORTLAND CEMENT BONDING AGENT	Product Data	1
03102	CONCRETE FORMWORK	Forming System	1
03150	CONCRETE ACCESSORIES	Product Data	1
03154	HYDROPHILIC RUBBER WATERSTOP	Product Data	1
03200	CONCRETE REINFORCING	Containment Pad	2
03300	CAST-IN-PLACE-CONCRETE	Mix Design	2
		Trial Batch	1
03366	TOOLED CONCRETE FINISHING		
03600	GROUTING	Product Data	1
03933	HYDROPHILIC AND HYDROPHOBIC FOAM POLYURETHANE RESIN INJECTION SYSTEM	Product Data	1
05120	STRUCTURAL STEEL	Wireway Support	2
05140	STRUCTURAL ALUMINUM		
05190	MECHANICAL ANCHORING AND FASTENING TO CONCRETE AND MASONRY	Product Data	1
05500	METAL FABRICATIONS	Aluminum Stairs	2
06611	FIBERGLASS REINFORCED PLASTIC FABRICATIONS	Grating	1
07900	JOINT SEALANTS	Product Data	1

City of Ashland, Oregon
 UV Upgrade Project
 List of Anticipated Submittals and Estimated # of Reviews

<u>Section or Drawing</u>	<u>Title</u>	<u>Item to Be Reviewed</u>	<u>Assumed # of Reviews</u>
08110	HOLLOW METAL DOORS AND FRAMES	Product Data	2
08710	DOOR HARDWARE	Product Data	1
08800	GLAZING	With hardware submittal	
09910	PAINTING	Product Data	1
09960	HIGH-PERFORMANCE COATINGS	Product Data	2
11288	ULTRAVIOLET DISINFECTION SYSTEM	Product Data	2
		O&M	2
13208	POLYETHYLENE TANKS	Product Data	2
		O&M	1
13446	MANUAL ACTUATORS	Product Data	1
13447	ELECTRIC ACTUATORS	Product Data	2
14611	PORTABLE GANTRY HOISTS	Product Data	2
15050	COMMON WORK RESULTS FOR MECHANICAL EQUIPMENT		
15052	COMMON WORK RESULTS FOR GENERAL PIPING		
15061	PIPE SUPPORTS	Product Data	2
15062	PREFORMED CHANNEL PIPE SUPPORT SYSTEM	Product Data	1
15063	NON-METALLIC PIPE SUPPORT SYSTEM	Product Data	1
15076	PIPE IDENTIFICATION		
15082	PIPING INSULATION	Product Data	1
15110	COMMON WORK RESULTS FOR VALVES		
15111	BALL VALVES	Product Data	1
15112	BUTTERFLY VALVES	Product Data	2
15119	AIR AND VACUUM RELIEF VALVES	Product Data	1
15120	PIPING SPECIALTIES	Product Data	1
15121	PIPE COUPLINGS	Product Data	1
15211	DUCTILE IRON PIPE: AWWA C151	Product Data	1
		Shop Drawing	2
15230	PLASTIC PIPING AND TUBING	Product Data	1
15293	DOUBLE CONTAINMENT PIPING	Product Data	1
15430	EMERGENCY EYE/FACE WASH AND SHOWER EQUIPMENT	Product Data	2
15956	PIPING SYSTEMS TESTING		
15958	MECHANICAL EQUIPMENT TESTING		
16050	COMMON WORK RESULTS FOR ELECTRICAL		
16060	GROUNDING AND BONDING		
16070	HANGERS AND SUPPORTS	Product Data	1
16075	IDENTIFICATION FOR ELECTRICAL SYSTEMS	Product Data	1
16123	600-VOLT OR LESS WIRES AND CABLES	Product Data	1
16130	CONDUITS	Product Data	1
16131	ALUMINUM CABLE TRAYS	Product Data	1
16134	BOXES	Product Data	1
16150	LOW VOLTAGE WIRE CONNECTIONS	Product Data	1
16272	DRY-TYPE TRANSFORMERS	Product Data	2
16305	ELECTRICAL SYSTEM STUDIES	Product Data	2
16412	LOW VOLTAGE MOLDED CASE CIRCUIT BREAKERS	Product Data	1
16950	FIELD ELECTRICAL ACCEPTANCE TESTS		
17050	COMMON WORK RESULTS FOR PROCESS CONTROL AND		
17055	PACKAGED CONTROL SYSTEM		
17201	LEVEL MEASUREMENT: SWITCHES	Product Data	1
17302	FLOW MEASUREMENT: MAGNETIC FLOWMETERS	Product Data	1
17903	SCHEDULES: I/O LIST		
Total Submittal Reviews			79

DOCUMENT 00410

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, Document 00700 - General Conditions, and Document 00800 - Supplementary Conditions.

ARTICLE 1 — OWNER AND BIDDER

- 1.01 This Bid is submitted to:
City of Ashland
c/o Chance Metcalf, Project Manager
51 Winburn Way
Ashland, OR 97520
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 — ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in the form of cash, a certified or cashier's check, or a Bid Bond as specified in Document 00430 - Bid Bond (Penal Sum).
 - B. Document 00434 - Proposed Subcontractors Form.
 - C. Document 00436 - List of Equipment Manufacturers.
 - D. Document 00453 - Bid Preferences.

ARTICLE 3 — BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Lump Sum Bids
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

Bid Item Number	Description	Price in Figures (\$)
1	All other costs required to complete all Work in the Contract Documents not covered by the other Line Items listed below.	\$ 1,513,969.00
2	Mobilization	\$ 84,500.00
3	Commissioning	\$ 14,500.00
4	Demobilization	\$ 10,000.00
Total Lump Sum Bid Price		\$ 1,622,969.00

ARTICLE 4 — TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the Document 00700 - General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 — BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid acceptance period
 - A. This 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.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	11/1/2021

ARTICLE 6 — BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder’s Representations
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Document 00800 - Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the 00800 - Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Document 00800 - Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract as defined below:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. The undersigned as Bidder **[is]** **[is not]** registered with the Oregon Construction Contractors' Board as required by Oregon ORS, Section 701.021.
 6. The undersigned as Bidder **[is]** **[is not]** licensed by the State Landscape Contractors' Board as required by Oregon ORS, Section 671.530.
 7. The undersigned as Bidder **[is]** **[is not]** a Resident Bidder in the state of Oregon as defined in Oregon ORS, Section 279A.120.
 8. Bidder shall comply with Oregon ORS, Section 279C.838, with respect to the payment of prevailing wages.
 9. In accordance with Oregon ORS, Section 279A.120, Bidder shall state whether or not Bidder is a resident Bidder.
 10. In accordance with Oregon ORS, Section 279C.840, Bidder shall comply with payment of prevailing wages.

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: November 8, 2021
(date signed)

Name: Josh Smith
(typed or printed)

Title: Vice President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: CEO
(typed or printed)

Address for giving notices:

8795 AUMSVILLE HWY SE
SALEM, OR 97317

Designated Representative:

Name: JOSH SMITH
(typed or printed)

Title: VICE PRESIDENT
(typed or printed)

Address: _____
8795 AUMSVILLE HWY SE
SALEM, OR 97317

Phone: 503-769-2466

Email: JOSHS@HPCIVIL.COM

License No.: 202060
(where applicable)

State: OREGON

END OF DOCUMENT

CONSENT RESOLUTION

WHEREAS, the undersigned are all of the Shareholders and Directors of *HP Civil Inc.*, an Oregon corporation (the "*Corporation*"); and

WHEREAS, the undersigned wish to take the action as hereinafter set forth pursuant to the Oregon Business Corporation Act; and

WHEREAS, the Shareholders and Directors of the Corporation wish to restate the Bylaws of the Corporation as set forth in the 1st Restated Bylaws of the Corporation, a copy of which is attached hereto as *Exhibit 1*, and by this reference made a part hereof.

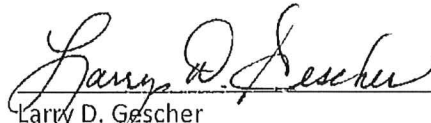
NOW, THEREFORE, the following resolutions are unanimously adopted:

BE IT RESOLVED, that the Officers, agents and Directors of the Corporation hereby authorize and approve the adoption of the 1st Restated Bylaws of the Corporation as set forth above.

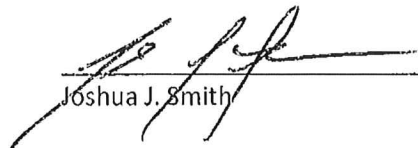
BE IT FURTHER RESOLVED, that the 1st Restated Bylaws replace and supersede all prior Bylaws adopted by the Corporation.

BE IT FURTHER RESOLVED, that the officers, agents and Directors of said Corporation are authorized to execute any documents necessary to effectuate such resolutions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on Nov. 3, 2015.


Larry D. Gescher


Roger L. Silbernagel


Joshua J. Smith

HP CIVIL INC
PO BOX 556
STAYTON OR 97383

CCB LICENSE 202060

RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: ROGER LEWIS SILBERNAGEL
HOME INSPECTOR CERTIFIED: NO

CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER: 202060
EXPIRATION DATE: 02/18/2022
ENTITY TYPE: Corporation
ENDORSEMENT(S): Commercial General Contractor Level 1

HP CIVIL INC
PO BOX 556
STAYTON OR 97383

⇐ ⇐ ⇐ ⇐ ⇐
POCKET CARD
⇐ ⇐ ⇐ ⇐ ⇐

*fold and detach
along
perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

**STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

LICENSE NUMBER: 202060

This document certifies that:

HP CIVIL INC
PO BOX 556
STAYTON OR 97383

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 02/18/2022
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: ROGER LEWIS SILBERNAGEL
HOME INSPECTOR CERTIFIED: NO



BOND HISTORY

License Number	Company	Bond Number	Amount	Effective Date	Suspend Date	Cancellation Prior To License Expiration	License Expiration	Cancellation After License Expiration
202060	NORTH AMERICAN SPECIALTY INS CO	2188310	\$75,000	10/9/2018			2/18/2022	
202060	NORTH AMERICAN SPECIALTY INS CO	2188310	\$20,000	12/10/2014			2/18/2020	
202060	LIBERTY MUTUAL INS CO	53S201802	\$20,000	2/18/2014		12/10/2014	2/18/2016	

A contractor must purchase a surety bond in order to be licensed. The amount of the bond is shown above. Bonds cannot be accessed directly and can only be accessed by filing a complaint through the CCB.

If a complaint involves a residential structure, CCB staff will determine which bond applies to the complaint.




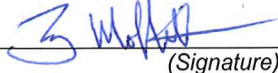
If the complaint involves a large commercial structure the complainant must send notice of that complaint to the CCB and the bonding company. To determine the bonding company that must be noticed, call the CCB at 503-378-4621.

For more information on filing a claim with the CCB go to www.Oregon.gov/ccb/complaints

[BACK](#)

DOCUMENT 00430

BID BOND (PENAL SUM FORM)

<p>Bidder Name: HP Civil Inc. Address (principal place of business): 8795 Aumsville Hwy SE Salem, OR 97317</p>	<p>Surety Name: North Amercian Specialty Insurance Company Address (principal place of business): 5200 Metcalf, OPN 111 Overland Park, KS 66202</p>
<p>Owner Name: City of Ashland - Public Works - Engineering Address (principal place of business): 51 Winburn Way Ashland, OR 97520</p>	<p>Bid Project (name and location): UV Disinfection System Upgrade Project No. 2019-25 Bid Due Date: November 9m 2021</p>
<p>Bond Penal Sum: Ten Percent of Total Amount Bid (10%) Date of Bond: November 1, 2021</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Bidder	Surety
_____ HP Civil Inc. <i>(Full formal name of Bidder)</i>	_____ North American Specialty Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
<p>By: <u></u> <i>(Signature)</i></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>LARRY GESCHER</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Tracy Stewart</u> <i>(Printed or typed)</i></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p>	<p>Attest: <u></u> <i>(Signature)</i></p>
<p>Name: <u>Roger Silbernagel</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Ty Moffett</u> <i>(Printed or typed)</i></p>
<p>Title: <u>CEO/Sec.-Treas</u></p>	<p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, and TRACY STEWART

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of MAY, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 25th day of MAY, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of November, 20 21.

[Signature]

DOCUMENT 00436

LIST OF EQUIPMENT MANUFACTURERS

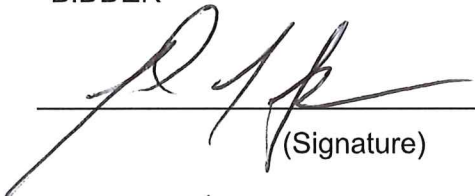
ARTICLE 1 — SELECTED MANUFACTURER/SUPPLIER

- 1.01 Bidder shall edit Table 1. List of Selected Equipment Manufacturers by circling the manufacturer or supplier that will furnish the respective item of equipment for the Work.
- 1.02 If Bidder fails to circle a manufacturer or supplier for each piece of equipment identified,
 - A. the Bidder shall provide the first listed ("A") manufacturer or supplier for its Bid at no increase in the Contract amount or
 - B. may be cause for rejection of the Bid.
- 1.03 Acceptance of a manufacturer or supplier listed by the Bidder shall not constitute a waiver of any provision of the Contract Documents.

Table 1. List of Selected Equipment Manufacturers:

Section	Equipment	Manufacturer/Supplier
11288	UV Reactor	A. Evoqua, ETS UVLW-30800-24. B. Xylem, Wedeco LBX 1500e.

BIDDER



(Signature)

11/8/2021

(Date)

END OF DOCUMENT

DOCUMENT 00453

**BID PREFERENCES DO YOU CLAIM A BID PREFERENCE IN ACCORDANCE WITH
OREGON ORS 279A.120 – PREFERENCE FOR OREGON GOODS AND SERVICES; NON-
RESIDENT BIDDERS?**

Yes No

A. If so, are you submitting proof of qualification for bid preference?

Yes No

1.02 Do you claim a bid preference for use of recycled materials in accordance with Oregon
ORS 279A.125- Preference for Recycled Materials?

Yes No

A. If so, are you submitting proof of qualification for bid preference?

Yes No

END OF DOCUMENT