



May 9, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the Water Environment Services Board of Directors
 Clackamas County

Approval of a Contract with SFE Global Inc. for the purposes of providing pigging services for the Bolton Force Main. Total contract value is \$287,350.00 for duration of project. Funding through WES Sanitary Sewer Operating Funds. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues – May 7, 2024.		
Performance Clackamas	1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, infrastructure Strategy and Performance and Operational Optimization. 2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jessica Rinner	Contact Phone	503-484-0365

EXECUTIVE SUMMARY: The Bolton Force Main was installed in the mid 1980’s and transports flow from the WES owned Bolton Pump Station in West Linn to a gravity manhole in Clackamette Park in Oregon City. The force main is 16” in diameter and approximately 6,300 feet in length. There have been three breaks in the Bolton Force Main in the past six years. New pumps were installed in the Bolton Pump Station last year and are not performing as designed, with all signs pointing to a partial blockage in the force main. Pigging is a method to clean the force main. “Smart Pigging” is a method of inspecting the force main. This contract will perform both pigging to clean the force main and recover capacity as well as “Smart Pigging” to inspect the force main. The information gathered from the “Smart Pigging” operation will help inform rehabilitation or replacement designs for the force main.

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RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #9354 with SFE Global Inc. for pigging services for the Bolton Force Main.

Respectfully submitted,



Greg Geist
Director, WES

Attachment: SFE Global Inc. Contract #9354



GOODS AND SERVICES CONTRACT
Contract #9354

This Goods and Services Contract (this “Contract”) is entered into between SFE Global Inc. (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”), for the purposes of providing pigging services for the Bolton Force Main.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2024** or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the District.
- 3. Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two hundred eighty-seven thousand three hundred fifty dollars (\$287,350.00)**, for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

wes-payables@clackamas.us

- 5. Travel Expense Reimbursement.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and District Contacts.

<u>Contractor</u>	<u>District</u>
Administrator: Mike Lemmen Phone: 360-220-7224 Email: mike.lemmen@sfglobal.com	Administrator: Jessica Rinner Phone: 503-484-0365 Email: jrinner@clackamas.us

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon District's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from negligent acts or omissions of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas County, and their officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor’s negligent acts or omissions in performing under this Contract. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas County (“County”), purport to act as legal representative of District or County, or settle any claim on behalf of District or County, without the approval of the Clackamas County Counsel’s Office. District or County may assume their own defense and settlement at their election and expense.
8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

<input checked="" type="checkbox"/> Required - Workers Compensation: Contractor shall comply with the statutory workers’ compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Reserved.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for District's intended use, described in Exhibit A. As necessary, the District agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

B. Goods furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District in its sole discretion. If the District finds the goods furnished to be incomplete or not in compliance with the Contract, the District, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the District at a reduced price. If Contractor is unable or refuses to

cure any defects within a time deemed reasonable by the District, the District may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to District at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the District's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason,

Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.

22. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **No Third Party Beneficiaries.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
25. **Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **Force Majeure.** Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **Waiver.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
28. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
29. **Reserved.**
30. **Reserved.**

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

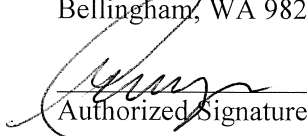
32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

SFE Global Inc.
1313 East Maple Street
Bellingham, WA 98225

Water Environment Services

 _____
Authorized Signature Date APRIL 25 2024

Signature Date

GLENN CWMYN, PRESIDENT
Name / Title (Printed)

Name: _____

Title: _____

312950-90
Oregon Business Registry #

Approved as to Form:

FBC/Washington
Entity Type / State of Formation

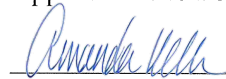
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County Counsel 4/24/2024
Date

EXHIBIT A
RFP #2024-16 Pigging Services for the Bolton Force Main
Published February 21, 2024



CLACKAMAS
WATER
ENVIRONMENT
SERVICES



REQUEST FOR PROPOSALS #2024-16

FOR

Bolton Force Main Pigging Services

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Ryan Rice
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **March 14, 2024**

TIME: **2:00 PM, Pacific Time**

PLACE: **Email: <https://bidlocker.us/a/clackamascounty/BidLocker>**

SCHEDULE

Request for Proposals Issued.....	February 21, 2024
Protest of Specifications Deadline.....	February 28, 2024, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 7, 2024, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	March 14, 2024, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Water Environment Services (“WES”), through its Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, March 14, 2024** (“Closing”), to provide Bolton Force Main Pigging Services. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S- C01010-00009541.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to <https://bidlocker.us/a/clackamascounty/BidLocker>.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is behalf of Clackamas Water Environment Services (“District”) is seeking Proposals from vendors to provide pigging services at the Bolton Force Main.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

WES is a special district operating under an ORS 190 Partnership that produces clean water and protects water quality for more than 190,000 people living and working in Clackamas County, Oregon. WES owns and operates five resource recovery facilities, 23 pumping stations and more than 350 miles of pipes. WES serves the Cities of Milwaukie, Happy Valley, Oregon City, West Linn, Gladstone, Johnson City, and unincorporated areas within Clackamas County.

The Bolton Force Main was installed in the mid 1980’s and transports flow from the WES owned Bolton Pump Station in West Linn to a gravity manhole in Clackamette Park in Oregon City. It is 16” diameter and approximately 6,360 feet in length. The Bolton Force Main Pigging Project will perform progressive proof pigging to clean the force main and confirm readiness to launch the smart pig and then in-line inspection (aka “smart pigging”) to inspect and assess the remaining wall thickness of the force main. The table below shows the material and dimensions of the force main to be pigged and inspected as part of this project.

From Rec Dwg STA	To Rec Dwg STA	Length (LF)	Nominal Dia (in)	Material	Year Installed	Design	Actual ID (in)	Thickness (in)	Notes
1+95	24+75	2,280	16	DIP	1986	Thickness Class 52	16.6	0.40±0.07	
24+75	25+50	75	16	DIP	2002	Pressure Class 250	16.8	0.30±0.07	Bridge Trestle Crossing
25+50	30+00	450	16	DIP	1986	Thickness Class 52	16.6	0.40±0.07	
30+00 (0+00)	36+29 (5+43)	(543)	16	PVC	2021	C900	15.35±0.02	1.024±0.123	Assumed DR 17
36+29	45+42 [72+85]	913	16	DIP	1986	Thickness Class 52	16.6	0.40±0.07	
[72+85]	[52+64]	2,021	16	DIP	1984	Thickness Class 52	16.6	0.40±0.07	River Crossing
TOTAL		6,360							

Table notes:

1. Stationing in (parentheses) refers to the stationing from the 2021 record drawing.
2. Stationing in [brackets] refers to the stationing from the 1984 river crossing record drawings.

The District anticipates this project to begin in the Spring 2024 with the goal of having work completed by July 1, 2024. The capital budget for the project includes WES management, legal and administration costs, engineering design and services and is estimated at \$500,000.

3.3. SCOPE OF WORK

This contractor shall be responsible for providing all supporting services for pigging including but not limited to supplemental hydrant water services, sewer cleaning services and traffic control support.

The CONTRACTOR tasks shall include:

Project management services

- Coordination, administration, and correspondence with WES and Jacobs including coordination with WES representatives to schedule and provide access to facilities, and to conduct any modifications on or operation of pump station equipment during the activities based on plans developed by the CONTRACTOR.
- Project management to correspond with Jacobs and WES, prepare and submit invoices, track changes, and administrate contractor resources to perform the scope of work.
- The pigging contractor shall act as the prime contractor and shall be responsible for hiring and coordination of possible subcontractors including but not limited to the following items of work: supplemental hydrant water services, sewer cleaning services and traffic control support. The prime contractor shall be responsible for ensuring all permits and contract requirements are met by any and all subcontractors.

Pre-Inspection Planning services

- CONTRACTOR shall perform an initial project review and desktop analysis with detailed written approach and safety plan for the preliminary site visit, the document shall include:
 - Summary of objectives, equipment used, and general approach
 - Step-by-step breakdown of on-site activities, their duration, and responsible party
 - Identified risks, consequences, and mitigation measures
 - Job hazard analysis and safety assessment
- Upon review and approval of the plan by WES, the CONTRACTOR shall obtain all permits necessary and coordinate schedules with WES to mobilize to the site and perform:
 - Measurement of flows with on-site flow monitoring at the pump stations using existing permanent flow meters, or temporary strap-on flow meters installed by the contractor.

- Measurement of the dimensions, and observations of the configuration, and/or layout of the pump station for the purposes of planning pigging operations.
- Confined space entry into the discharge structures to measure dimensions necessary for the fabrication of any devices for pig retrieval
- Prepare a detailed written approach and safety plan for launch and retrieval of the progressive cleaning pigs and smart pig. This shall include:
 - Any dimensions, information, lessons learned, and video/pictures from prior site visits.
 - Timetable of activities that will occur on the day of the launch including (but not limited to) launch setup, retrieval setup, pig deployment, pig removal, and on-site data validation.
 - summary of objectives, equipment used, and general approach
 - step-by-step breakdown of on-site activities, their duration, and responsible party
 - Photos/sketches/record drawing markups of the launching procedures showing the necessary sequence of valve operations.
 - Communication protocols and designation of responsible parties during each stage, and at each specific location (launch/retrieval) for the operation.
 - Safety protocols in compliance with all local requirements
 - identified risks, consequences, and mitigation measures
 - job hazard analysis and safety assessment

Field Work and Reporting Services

- Provide 7 days written notice to Owner of mobilization to site for any field work. The owner shall provide written approval prior to mobilization of contractor or any subcontractors.
- Furnish all labor, materials, equipment, and supplies to perform the work described in accordance with the delivered detailed written approach and safety plan. This includes, but is not limited to, the fabrication and delivery on-site of the replacement nuts, bolts and flange gasket for the pig launcher elbow and flange, proofing pigs, smart pig, and all materials, equipment and traffic control specifically needed to launch, track, and retrieve the pigs.
- Develop traffic control plans for the following locations:
 - Supplemental flow hydrant located at 6585 Failing St (See Figure 1)

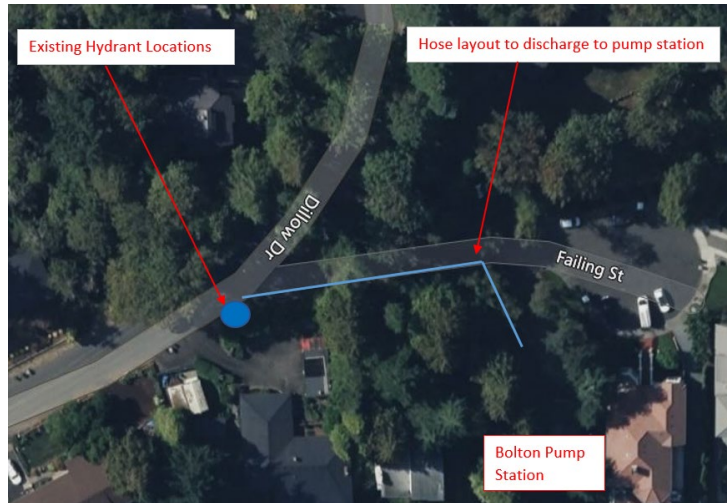


Figure 1. Location of sites requiring traffic control services in West Linn for supplemental flow

- Supplemental flow hydrant located at 2069 Dillow Dr (See Figure 2)

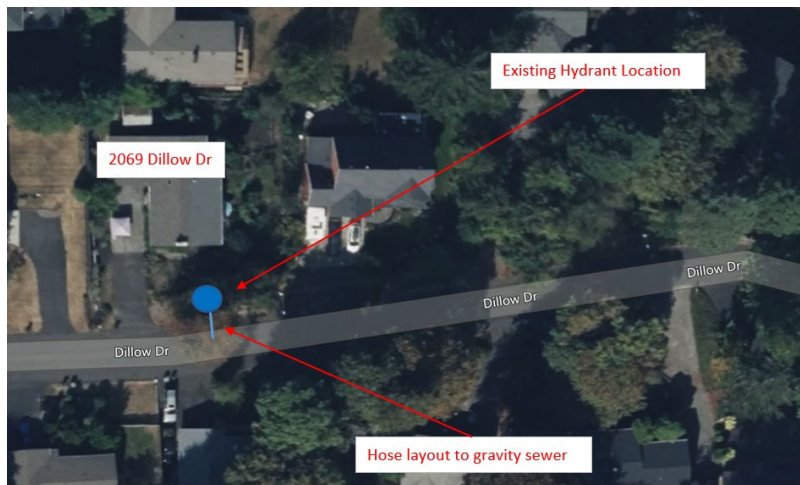


Figure 2. Location of sites requiring traffic control services in West Linn for supplemental flow

- Force main discharge and downstream gravity maintenance holes for debris removal limits (See Figure 3)

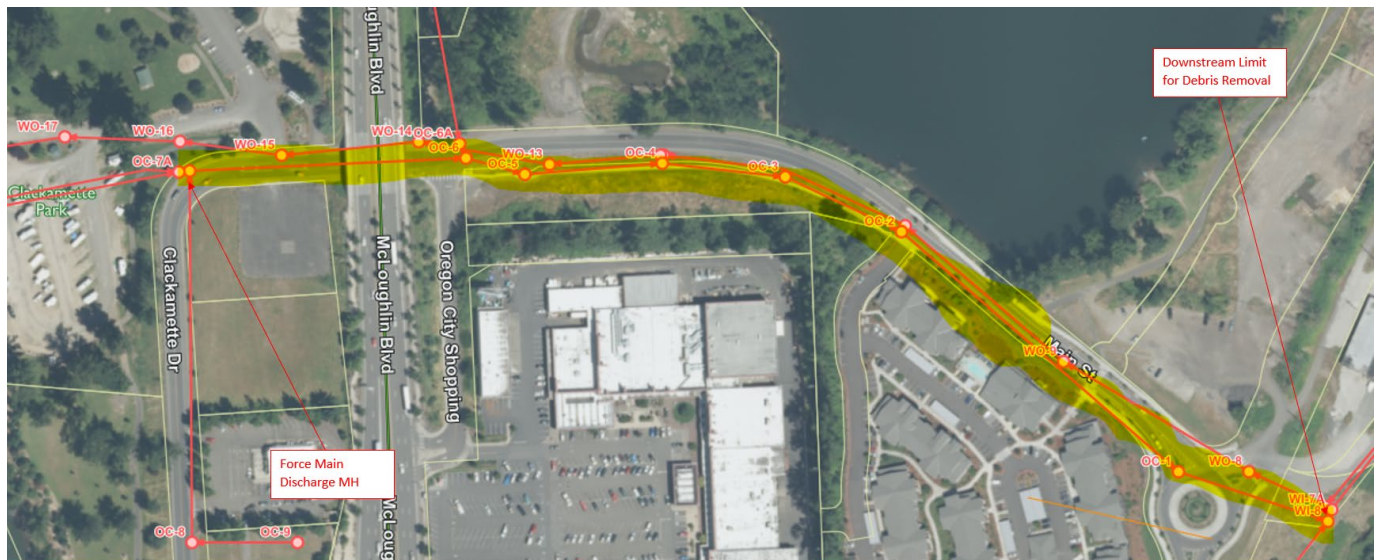


Figure 3. Location of sites requiring traffic control services in Oregon City

- Obtain approvals for the traffic control plans, as well as permits or permissions to implement traffic control from the following entities as-needed:
 - Right-of-Way (ROW) Street Permit for traffic control locations in Oregon City
 - Parking permit for Clackametter RV Park. Clackamette RV Park Rules and Map are included in Exhibit E
 - Written review and approval of traffic control plan by City of West Linn staff
- Provide sewer jetter/vacuum truck services at the discharge maintenance hole of the Bolton force main and the downstream maintenance holes. This includes the mobilization of a sewer jetter/vacuum truck, disposal of removed material, and any applicable disposal fees. The locations and estimated limits of debris removal are shown in Figure 3.
 - If necessary, obtaining permits for connecting to and drawing water from nearby hydrants is considered ancillary to the base work as is the responsibility of the contractor.
- Install debris traps in the downstream maintenance hole(s), including the use of confined space entry methods, in order to prevent debris from being flushed past the intended point for vacuum and removal.
- Contractor can decant liquids from the cleaning activities back into the gravity sanitary sewer system downstream of the cleaning activities. Solid debris generated by the pigging operations and removed by the contractor is to be disposed at the Clackamas Pump Station (16561 SE Evelyn St, Clackamas).
- Obtain permits for and provide water supply services including connecting to a West Linn hydrant located in front of 2069 Dillow Dr and 6585 Failing St near the Bolton Pump Station, supplying and laying out water hose, and setting up protective ramps over the hose when necessary. The CONTRACTOR shall procure any equipment required for the connection and confirm that it is approved by West Linn staff. The locations of the hydrants, hose layout, discharge locations and the Bolton pump station are shown in Figure 4.

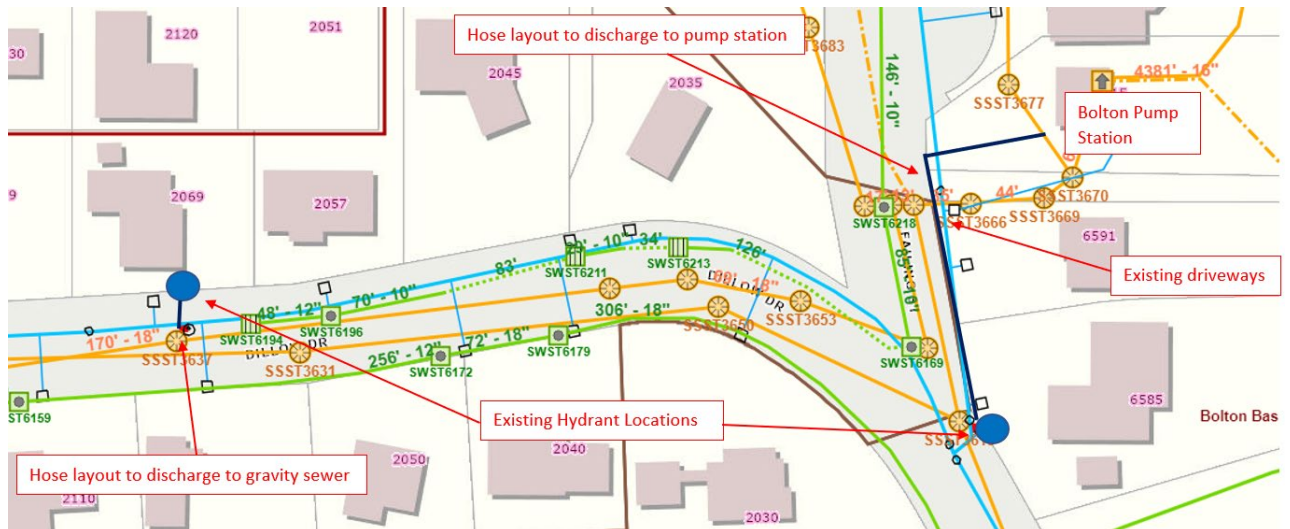


Figure 4. Location of hydrant and hose lay out for supplemental flow

- The estimated flow rate that may be drawn from each hydrant is 650 gpm based on testing conducted by the City of West Linn on December 5th, 2023. Will need to coordinate supplemental water with City of West Linn, and WES due to I205 construction related to new water service to the City.
- Hydrant flows will be coordinated with the City of West Linn and payment will be provided to West Linn with flow volumes recorded on-site.
 - Special attention will be necessary to coordinate the pumping at the Bolton station and when the hydrant at 2069 Dillow Dr is opened and/or closed. This is because that hydrant is being discharged into a gravity sewer approximately 700 feet upstream of the pump station, and there will be a delay between when the hydrant is opened and when the water arrives into the wetwell. There will also be a delay between when the hydrant is closed and when the water already released into the gravity sewer stops flowing into the wetwell.
- Contractor shall coordinate with WES to determine exact hose discharge location to provide safe access for all personnel. Feasible discharge locations at the pump station are shown in Figure 5 below.



Figure 5. Location of proposed discharge locations for supplemental flow at pump station

- It will be the responsibility of the contractor to maintain homeowner access to the private driveway at 6591 Failing Street throughout the duration of fieldwork.
- Temporary pig-launching setup
 - Provide temporary water storage tank, pump, fittings, above ground hose/piping, and all required fittings/connections to propel the pig(s) into the force main past the pre-existing pig launcher.
 - Provide and install strap-on ultrasonic flow meters to measure pump discharge rates (if existing permanent flow meter outputs are insufficient) and transient pressure monitoring devices to measure pipeline pressure during pigging.
 - The existing pig launcher flanged cover has a 2-inch port and isolation valve. The contractor shall furnish a temporary flanged cover with a port and isolation valve that is sufficient for their pig launching method.
- Temporary pig-retrieval setup
 - Fabricate and furnish on-site any special retrieval/catching devices at the discharge maintenance hole to arrest the pig in the maintenance hole and prevent it from traveling further downstream.
 - Install any bracing, monitoring, and removal devices on-site (including any confined space entry equipment) needed to complete the work.
 - Provide equipment/labor to hoist pigs from the discharge maintenance hole.
 - Remove catching device from the discharge maintenance hole upon completion of inspection activities.
- Perform on-site insertion and tracking of progressive cleaning pigs into the force main.
 - Stage, carry, and insert all pigs into the launcher at the Bolton pump station.

- Operate the temporary water pump (aka “kicking pump”) to deploy the pig past the header, then coordinate with WES staff to operate the station’s duty pumps to propel the pig through the remainder of the force main.
- Deploy tracking systems to measure and record the real-time position of the pigs as they travel through the pipe.
- Measure and record the time, flow rate, pressure, and position of the pig throughout the duration of each run.
- Upon retrieval of each progressive proof pigging run, the pigging contractor will assess the data from each run and recommend the size and amount number of the subsequent progressive pig runs, or if the line is ready for in-line inspection (aka “smart pigging”).
- Contractor shall assume up to 10 proof pigging runs will be necessary to proof the line.
- Upon completion of proof pigging, and with WES approval, perform on-site insertion and tracking of the smart pig into the force main.
 - Launch and track the smart pig in accordance with the requirements and procedures listed for the proof pigs.
 - Upon retrieval of the smart pig, confirm data adequacy while on-site and prior to demobilizing.
 - A minimum of one (1) successful launch with valid data shall be performed. Multiple runs of the smart pig shall be performed by the CONTRACTOR until a valid data set is obtained. However, only one (1) data set needs to be analyzed during post processing. Additional data sets may remain as an unanalyzed reserve in case of unforeseen circumstances.
- The in-line assessment of the pipeline conditions shall be capable of performance of the following:
 - Measuring internal wall loss, dents, cross-sectional changes (deflection or buckling)
 - Record the longitudinal stationing of observations with an accuracy of +/- 5 LF.
 - Record the radial clock positioning of observations within an accuracy of 1 clock position
 - Read through internal linings up to 1-inch thick
 - Scan the entire 360-degree internal surface of the pipe, with no gaps between circumferential sensor coverage
 - Detect internal pit corrosion anomalies as small as 5mm diameter and 2 mm deep with at least 80% certainty
 - Record the relative XYZ positioning coordinates of the tool as it traverses the pipeline
- Document and report findings including:
 - Summary description and photos of deployment activities

- Graphical and tabular outputs of pipeline station and clock position showing records of internal wall loss, dents, anomalies, or features
- Graphical and tabular outputs of quantified internal dimension changes from debris, deflection, or buckling
- Stated resolution, precision, and accuracy in both the longitudinal stationing, radial positioning, area and depth of each measurement
- XYZ point cloud mapping of the inspected alignment (e.g. the path of the tool)
- Additional notes or descriptions of the anomalies based on vendor interpretation
- Explanation of detection limitations, assumptions, or gaps in the data
- Lessons-learned, recommendations for future inspections, and next-steps
- Summary and Recommendations
- Data Dig Sheets for Anomalies
- Appendices or attachments describing the smart pigging technology itself, the general principles upon which the measurements are based, and its technical envelope (applications and limitations)
- Pre and Post Activity CCTV Video Inspection of gravity sewer shown in Figure 3.
- After the pigging activities, contractor shall remove of pigs and debris from the downstream maintenance holes, complete equipment tear-down, and demobilization. The site shall be returned to pre-activity conditions as directed by WES.

Deliverables

- OPTIONAL: Preliminary site visit approach and safety plan.
- Detailed inspection written approach and safety plan.
- Traffic control plans (with approvals and permits) for the above listed locations.
- On-site services during field work
- Pre and post activity video inspection of gravity sewer shown in Figure 3.
- Final report of force main inspection findings.

Work to be Performed by Others

- Water Environment Services (WES) representatives will provide access to needed facilities and conduct any modifications on or operation of pump station equipment during the activities based on plans developed by and in coordination with the contractor.
- The owner shall provide the following list of materials for use:
 - Progressive pigs are listed below:
 - Four (4) x 14" YBS
 - Twenty (20) x 16" YBS
 - Six (6) x 18" YBS
 - Two (2) x 14" YCC (with cavity)
 - Two (2) x 15" YCC (with cavity)
 - Two (2) x 16" YCC (with cavity)
 - One (1) x 15" RCC (with cavity)
 - Two (2) x 15.5" RCC (with cavity)
 - Two (2) x 16" RCC (with cavity)
 - Two (2) x 16" RCC-WB (with cavity)

Health & Safety Requirements

- The contractor shall perform all field work in accordance with the WES approved project health and safety plan.
- This includes, but is not limited to tasks related to:
 - Work in and around sanitary sewage
 - Confined space entry
 - Work around energized equipment (pumps and motors)
 - Heavy lifting and material handling related to the maintenance hole/check valve lids and fittings
 - Site awareness working near live traffic and large moving equipment
- All onsite contractors shall further comply with all relevant Oregon OSHA and WES safety requirements

Additional Technical Supplements/Reference Materials

The following additional reference information is provided at exhibits to this scope of work:

- Exhibit A – Selected excerpts from the document, “Bolton Street Force Main Condition Assessment: Task 1.2.4 Inspection Plan Memo” (Jacobs, 2023)
- Exhibit B – Selected excerpts from record drawings for the Bolton pump station and force main, with annotation
- Exhibit C – Bolton force main inspection planning map (Jacobs, 2023)
- Exhibit D – As-builts of existing gravity sewer
- Exhibit E – Clackamette RV Park Rules and Map

3.3.1. Work Schedule:

All work to be completed before July 1, 2024.

3.3.2. Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Project Manager	0-15
Project Team	0-30
Team Experience	0-30
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be emailed to <https://bidlocker.us/a/clackamascounty/BidLocker>. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

5.1.2. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.3. Proposal may not exceed a total of **10 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page or resumes will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

5.2 Cover Letter:

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

5.3 Project Manager

Describe the proposer's ability to manage projects, including information regarding processes and tools that will be used to:

- Ensure project completion on schedule and within budget,
- Provide resources as required to execute the project,
- Minimize errors and omissions in deliverables
- Foster successful relationships and approach for communicating with the District.
- Provide deliverables that are well-written, concise, technically accurate and convey information in a manner that can be understood by stakeholders.
- Develop reliable planning level cost estimates

5.4 Project Team:

This criterion relates to the Proposer's key individuals qualifications, capabilities, and experience. Provide a description of the following:

- Credentials/experience of key individuals that would be assigned to this project. Key individuals should include the project manager and civil engineers.
- Identify the firm's (including partners and sub-consultants) accomplishments in similar projects. Specific examples of your proposed team working together to deliver projects is preferred.

5.5 Team Experience

Provide a brief history of the firm's, experience and capabilities. Highlight recent (within the last 10 years) and local project experience. Particular emphasis on projects that demonstrate the qualifications and specialized experience of the staff who will work directly with the District is preferred.

Provide project descriptions including scope, year completed, project size and location, and proposed team members who were involved and their roles. For all projects listed, provide name of the owner, owner's contact person with their phone number and email address. Contact information must be current and accurate to be considered.

Provide any other information applicable to the evaluation of the firm's qualifications for accomplishing the project.

PROPOSAL CERTIFICATION

RFP #2024-16

Submitted by: SFE Global Inc. / Washington State

(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Glenn Cumyn

Date: March 14, 2024

Signature: _____

Title: President

Email: glenn.cumyn@sfe-global.com

Telephone: 360-220-7224

Oregon Business Registry Number: 31295090

OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: Washington State

EXHIBIT B
Vendor's Proposal



**REQUEST FOR PROPOSALS #2024-16
BOLTON FORCE MAIN PIGGING SERVICES**

Prepared for Clackamas County WES

Closing - March 14, 2024 @ 2:00PM PST

SFE Contact – Mike Lemmen

Direct Phone – 360.220.7224

Email – mike.lemmen@sfglobal.com



**1313 East Maple Street,
Suite 201-408
Bellingham, WA 98225**



360.220.7224



www.sfglobal.com



March 14, 2024

SFE Global - Washington
1313 E Maple Street, Suite 201-408
Bellingham, WA 98225
Ph: 360.220.7224

SFE Global - California
1104 Corporate Way
Sacramento, CA 95831
Ph: 888-567-9994

Mr. Ryan Rice

Clackamas County Water Environment Services
150 Beaver Creek Road, #430
Oregon City, OR 97045

SUBJECT: RFP #2024-16 - BOLTON FORCE MAIN PIGGING SERVICES

Dear Mr. Rice,

SFE Global is pleased to provide Clackamas County Water Environment Services with our submission for RFP #2024-16 – Bolton Force Main Pigging Services. We thank you for the opportunity and look forward to working together on this assignment. The team at SFE Global has the experience and qualifications to successfully complete this project on your behalf. Please find below our response, including all details as requested in the RFP.

SFE Global,

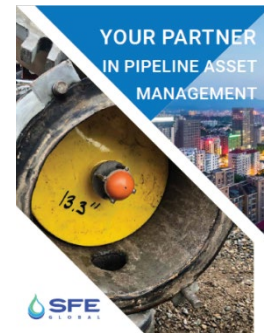
Mike Lemmen, Director
360.220.7224
mike.lemmen@sfeglobal.com

SFE GLOBAL – PROJECT MANAGER

Glenn Cumyn, president and founder of SFE Global will act at Sr. Project Manager for this assignment. Mr. Cumyn has worked extensively on pipeline monitoring and inspection projects for the last 30+ years. Glenn's role will be to manage and oversee all aspects of this pigging and inline condition assessment project. His duties will include planning, procurement, scheduling, client and subcontractor co-ordination, and management of all field related activities and data reporting. He supervises all SFE's field level project managers, data QA/QC, and data reporting staff.

A successful pipeline pigging and inline condition assessment project requires planning and coordination of multiple sub-contractors, multiple city departments, and various other stakeholder representatives. The following items are drivers of our planning and execution process. Each item has been considered for this bid submission process and will be further evaluated and documented during the planning phase of the assignment.

- OHS items, risks, and safety plans
- Schedule
- Communication
- Respective Responsibilities
- Emergency Planning
- Permits and Notifications
- Budget, Fees, Cost Control
- Debris Control
- Traffic Control
- Sewer Control
- Water Control
- Pig Launching Sequence
- Pig Receiving Sequence
- Pig Tracking



Once SFE Global and the County have executed a contract, the planning phase of the project can commence. Mr. Cumyn will initiate a Teams meeting with SFE Global and WES staff in order to start planning discussions on all items above. All sub-contractors and other stakeholders included in this project will attend subsequent project meetings specific to their involvement and/or will be brought up to speed as required.

Project Review and Detailed Approach – As Sr. Project Manager on this assignment, Glenn will complete an on-site and desktop project review and will write a pipeline specific pigging and inline assessment approach. The technical and safety approach will specifically address:

- A timetable of activities that will occur during planning and execution of the project. Included all OHS and safety items, pig launch setup, retrieval setup, pig deployment and monitoring, pig removal, and on-site data validation.

- Photos/sketches/record drawing markups of the launching procedures showing the necessary sequence of valve operations.
- Clear statements of what equipment, services, or supplies are expected by others and required for the inspection, including but not limited to:
 - ✓ Mechanized equipment
 - ✓ Traffic control
 - ✓ Sewer cleaning, debris hauling
 - ✓ CCTV
 - ✓ Supplemental water
- Communication protocols and designation of responsible Subcontractor parties during each stage, and at each specific location (launch/retrieval) for the operation.

Progressive Pigging Services - SFE Global will provide project management, labor, various pipe pigs, sub-contracted services, and specific equipment/supplies related to launching and retrieving pipe pigs - to pipeline pig one (1) sewer force main:

- ✓ Clackamas WES Bolton Force Main – 6,360LF of 16-in. ductile iron and PVC pipeline. Based on information known to date, 2.0 – 5.0 cubic foot pound density pigs will be utilized to complete the gauging and cleaning.



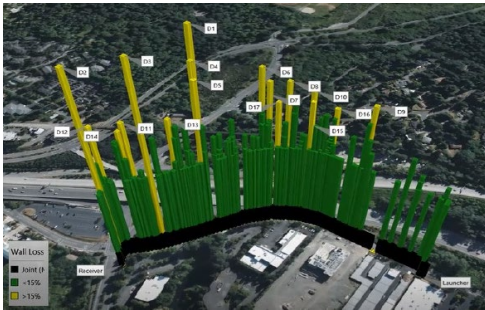
All pigging services will be completed by SFE Global staff. It is expected we'll utilize both the existing WES inventory of cleaning pigs along with some new ones. All pigging plans and requirements will be documented during the planning and written approach phase of the project.

SmartFoam Inline Assessment Services – For the specific inline condition assessment requirements on this project, SFE will be utilizing SmartFoam as our technology of choice. SmartFoam assesses and locates scaling, cracking, pitting, corrosion, and other anomalies. In addition, for both



metallic (DIP, CIP, steel, BWP) and non-metallic (PVC, HDPE, etc.) the SmartFoam pig can assess

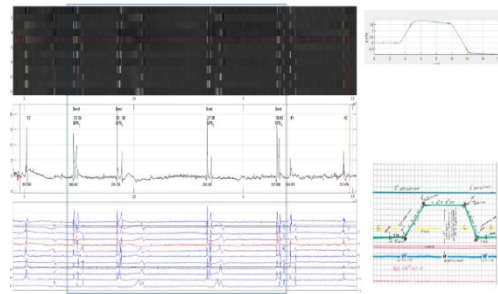
pipe deformation; can map all pipe fittings, bends, and segments; and can produce XYZ mapping for the entire pipe length. The smart pig is run in the same fashion as traditional cleaning pigs,



therefore, no alterations to the launching and running process are required. The SmartFoam assessment pig is a multi-sensor inspection tool, with the electromagnetic sensor array embedded in the rear of the pig. The body acts as a pressure housing and contains the data acquisition system and rechargeable battery pack.

Smart electromagnetic sensors, using a time varying electromagnetic field and typically emitted by a PCB transmitting coil, are embedded into the sensor cup and connected to an electronics and power package. Owing to

electromagnetic induction, eddy currents will flow on the surface of the pipe wall and any anomaly within the target will alter flow of the eddy current. This produces a signal, which can be detected using an optimized PCB sensor configuration. By capturing,



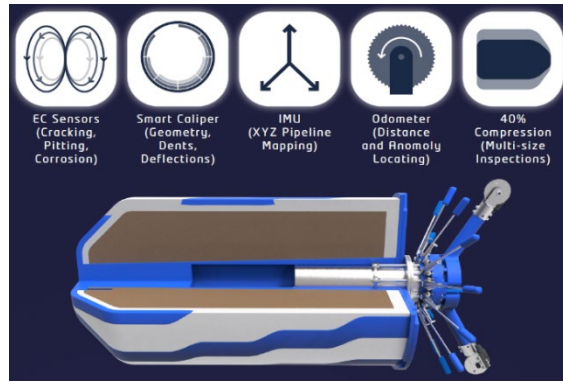
processing, and analyzing the signal, anomalies can be detected, positioned, and sized. The Team uses Pipeception, a proprietary signal recognition software that carries out the automatic and rapid analysis of data. During the inspection, run data will be stored on the SD card within the pressure vessel. Communication with the onboard memory is through the rear bulkhead



connector. Once the pig has been recovered from the pipeline, it is connected to a laptop and the Pipeception software automatically recovers the data and carries out signal recognition, analysis, and comparison to previous runs if applicable. Analyzed data and a field report can be ready for an initial review within 24-hrs of tool recovery, depending on the length of pipeline inspected.

Reporting Peak Amplitude - Peak Amplitude reporting is a rapid, software driven data analysis method, developed to identify the highest signal amplitude in each pipe joint between two segments. Peak Amplitude reporting gives a very quick indication on the location and severity of the largest signals collected from the i2i tool that can then be sized to give a depth reading in mm. The graph quickly identifies any pattern of anomalies, the severity and their location that is then followed up with engineering analysis. We use the Peak Amplitude strategy to select and size the potentially most severe anomalies along the pipeline.

Peak Area Reporting - is a rapid software driven data analysis method developed to identify the joints in a pipeline that have the greatest internal metal loss by area. This method is different from Peak Amplitude because the joints may have anomalies that have the greatest surface area but may not necessarily be the deepest through wall anomaly. Peak Area identification and analysis work alongside Peak Amplitude calculations to provide a quick and valuable overview of pipeline integrity. The software identifies the number of data points that have broken set detection thresholds in every joint and plots them as a % of the total area. Joints that have the greatest % have the potential greatest internal metal loss.



SMARTFOAM FINAL REPORT TO INCLUDE:

- ✓ Summary description and photos of deployment activities.
- ✓ Graphical and tabular outputs of quantified internal dimension changes from debris, deflection, or buckling.
- ✓ Stated resolution, precision, and accuracy in both the longitudinal stationing, radial positioning, area and depth of measurements.
- ✓ XYZ mapping of the inspected alignment. (e.g. the path of the tool)
- ✓ Additional notes or descriptions of the anomalies based on vendor interpretation.
- ✓ Explanation of any detection limitations, assumptions, or gaps in the data.
- ✓ Summary, lessons-learned, recommendations for future inspections, and next-steps.
- ✓ Data dig sheets for anomalies
- ✓ Appendices or attachments describing the smart pigging technology itself, the general principles upon which the measurements are based, and its technical envelope (applications and limitations)
- ✓ Pre and post activity CCTV video inspection of gravity sewers downstream of force main discharge

SCHEDULE

Deliverable	Due Date
Pre-project Teams meeting with all stakeholders	Upon contract execution
On-site pre-project assessment	Early April 2024
Commission manufacture of SmartFoam	Early April 2024
Detailed written approach and safety plan	Mid-April 2024
Pigging and SmartFoam fieldwork	Mid to Late May 2024
Final report	Early June 2024

PROJECT TEAM AND EXPERIENCE

The SFE Global project team responsible for the planning and execution of this assignment has a combined 80-years experience monitoring, pigging, and assessing water and wastewater pipelines.

SFE Global – Sr. Project Manager

Mr. Glenn Cumyn

P: 360.220.7224

glenn.cumyn@sfeglobal.com

SFE Global – Safety Coordinator

Mr. Jason Rowley

P: 509.901.9036

jason.rowley@sfeglobal.com

SFE Global – Project Manager

Mr. Dylan Carvin

P: 928.606.9469

dylan.carvin@sfeglobal.com

SFE Global – Contract negotiation, Technical Advisor

Mr. Mike Lemmen

P: 360.220.7224

mike.lemmen@sfeglobal.com

Including field staff, there will be a team of 5-6 personnel from SFE Global working on the pigging and inline assessment of the Bolton force main. This specific team has been working together for over 10-years.

In addition to SFE personnel, we'll also have two other sub-contractors on-site to assist with traffic control plans and services; CCTV camera work for downstream gravity sewers; and vac/flush truck services to manage debris discharged from the pigging operations. Sub-contractors are vetted for their competency, references, and fair market value for fees.

- ✓ Traffic Control – D&H Flagging. Local, women-owned services
- ✓ Vac/Flush/CCTV – River City Environmental. Local services SFE has worked with on a number of occasions

The specific SFE Global team as shown above has worked together on the following projects. Each pigging and inline assessment project was completed on time, on budget, and with excellent results.

City of Bellevue, WA – 2022. SFE Global provided pigging and smart inline inspection services on four (4) sewer force mains ranging in size from 6-in. to 12-in. All were progressively pigged clean and then assessed with SmartFoam for pipe wall corrosion and/or cracking; scaling or debris accumulation; feature and anomaly locating; and pipeline mapping on xyz.

- Contact – Angela Chung, PE, LEED-AP | Senior Engineer | City of Bellevue, WA,
- P: (425) 452-4320 / E: achung@bellevuewa.gov

City of Bend, OR – 2023. The team at SFE completed an inline assessment of a 16” sewer force main for the City of Bend, OR. INGU Pipers technology was utilized for this project. Once planning and mobilization was complete, the project took 1-day to complete. SFE managed launching/receiving of the assessment tool, along with traffic control services. Results showed no pipeline leaks but several areas of accumulated air pockets that could be leading to corrosion. The City is now putting plans in place to run SmartFoam. This will give them a high-resolution assessment of this pipeline.

- Contact – Lisa M Cameli, P.E., Sr Project Engineer, City of Bend, OR,
- P: 503-984-0364 / lcameli@bendoregon.gov

City of Portland, OR – 2022/2023. Multiple sewer force main inspections including smart pigging with SmartFoam and inline acoustic assessment ball surveys. (Pipers) A total of eight (8) force mains were inspected in 2022. One of these force mains, Holman, was progressively pigged prior to utilizing SmartFoam to capture high-resolution data on corrosion, geometry, debris assessment, undocumented offtakes, and xyz mapping.

- Contact - Molly Nause-McCord, P.E. Civil Engineer, City of Portland, OR
- P: 503-823-6361 / molly.nause-mccord@portlandoregon.gov

City of Phoenix, AZ – 2023. Progressive pigging and inline condition assessment of twinned 24-in. ductile iron sewer force mains. Each pipeline was approximately 9-miles long. The Team at SFE managed all planning and execution of the project. We utilized SmartFoam for both assessments. Total time on-site was 14-days.

- Contact – Mike Meyers, P.E., Managing Engineer, Brown & Caldwell, Phoenix, AZ
- P: 602.567.3959 / E: mgmeyers@brwncald.com

As demonstrated, SFE Global has extensive experience with sewer force main pigging and inline condition assessment projects. The personnel deployed on the Bolton project has been working together for over 10-years on similar assignments and is dedicated to ensuring our work with Clackamas County WES is completed on time, on budget, and with excellent results.



SFE GLOBAL FEES

Item No.	Item	Quantity	Unit	Unit Cost	Extended Cost
1	OPTIONAL: Preliminary Site Visit Including Plan	1	LS	\$2,250	\$2,250
2	Inspection and Safety Plan	1	LS	\$5,750	\$5,750
3	Mobilization	1	LS	\$18,750	\$18,750
4	Temporary/Supplemental Water Services	10	Per Site per Day	\$950	\$9,500
5	Supplemental Water Consumption	1,000,000	Per 1000 GAL	\$7	\$7000
6	Traffic Control Plan	3	EA	\$545	\$1,635
7	Traffic Control Signage and Permits	15	Per Site per Day	\$310	\$4,650
8	Flaggers	360	HR	\$41.25	\$14,850
9	Mobile Storage Tank and Kicker Pump	5	Day	\$1,500	\$7,500
10	Progressive Pig Fabrication, in addition to owner- furnished material	1	LS	\$3,500	\$3,500
11	Progressive Pigging	1	LS	\$70,750	\$70,750
12	Smart Pig Fabrication	1	LS	\$35,645	\$35,645
13	Smart Pigging	1	LS	\$62,650	\$62,650
14	Jetter/Vacuum Truck Mobilization	5	Day	\$3,100	\$15,500
15	Sewer Debris Disposal	62	Ton	\$160	\$9,920
16	CCTV Sewer Inspection	4,400	FT	\$2.50	\$11,000
17	Smart Pig Reporting	1	LS	\$6500	\$6500
				Total	\$287,350

We at SFE Global are excited and looking forward to working with you on this project. If you have any questions or require any further information, please do not hesitate to contact me directly.

Sincerely,
SFE Global

Mike Lemmen, Director
mike.lemmen@sfeglobal.com
360.220.7224
SFE File#: U24-108P1ML

Assumptions/Exclusions:

- Assumes debris in pipe is such the force main can be cleared via standard pigging methods.
- Assumes pipes can be pressurized to specification as part of progressive pigging process.
- Assumes day shift only – expected work hours for one day are between 7:00am – 4:00pm
- Assumes SFE will have access to an oversize launching pipe spool to push full size pigs into the line.
- Assumes City representatives familiar with the system are available on site during the operation.
- Assumes pump station operation will be managed by the county or others during the pigging process.
- Assumes adequate water for the operation can be provided from local hydrants, sewer flow, and/or alternate sources (>1200 GPM)
- Assumes no land survey services are required
- Assumes others are responsible for all costs associated with recovery and repair of equipment/pigs due to pipeline failure and/or obstructions not identified as part of the pigging plan.
- Assumes others are responsible for all costs associated with recovery and repair of equipment/pigs due to pipeline failure and/or obstructions not identified as part of the pigging plan. In case of pipeline failure, obstructions not identified, or any other scenario that impedes the passage of pipe pigs, the pipeline owner is responsible for executing their own emergency plan, including all tasks and fees.

Terms & Conditions:

- All invoices require payment within thirty (30) days.
- Inspection Pig Design/Build Payment – A portion of the of the i2i SmartFoam inspection fees are due 6-weeks prior to the inspection date and are non-refundable. (item 12 – Smart Pig Fabrication) This fee is for design and construction of the smart inspection pig. SFE will issue the pig design drawing to the end user for review ahead of the build process.
- Delays or disruptions through no fault of SFE and causing project interruption may result in an additional crew and equipment fee to complete the work. Further to this, if such delays push the schedule such that additional days are required to complete the work, live-out allowance and hotel fees may also be invoiced if applicable.
- All reports will be submitted to our client in a digital format (.pdf)
- ~~The Client agrees to indemnify, hold harmless and defend SFE Global, its officers, commissioners, agents, volunteers, directors and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney fees, court fees, etc.) arising out of, or based upon damage or injuries to persons and property caused by the errors, omissions, fault or negligence of the Client, their employees and/or agents.~~
- SFE will not be responsible for any damage, liability, disruptions or delays and their related cost resulting from errors of the client, whether known or unknown. These errors include but are not limited to incorrect design or as-built drawings, available flow rates or pressures, material to be removed from the pipeline, flow restricting valves or fitting types, or any other factors that would impede the passage of a pipe pig.
- SFE Global shall not be liable for unknown appurtenances or other factors that could not be reasonably assessed prior to the commencement of the services. SFE shall be made aware by the Client of all known existing appurtenances that may limit the ability to complete the work. If an unknown appurtenance does hinder progress of the work, the Client shall be responsible for identifying and correcting the unknown appurtenance.
- In no event will SFE Global or its sub-contractors be responsible or liable for any failure or delay in the performance of its obligations arising out of, or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions through loss or malfunctions of utilities ~~or communications systems.~~

GLENN CUMYN, ASCT
PRESIDENT - SR. PROJECT MANAGER
SFE GLOBAL

Years with SFE Global: 34

Education:

- ✓ BCIT – Civil Engineering Technology
- ✓ Degree Douglas College – Construction Management
- ✓ Principles of Health and Safety
- ✓ Safe Use of Respiratory Protection
- ✓ Confined Space Awareness
- ✓ Hazardous Material Training

Experience:

Mr. Cumyn founded SFE Global and has worked extensively on pipeline monitoring and condition assessment projects for the last 25+ years. Glenn's role is to manage and oversee all aspects of operations including procurement, scheduling, co-ordination and management of all field related activities, data analysis, and data reporting. He supervises all SFE's Project Managers, Data QA/QC, and Data Reporting staff.

Select Experience:

City of Bellevue, WA – Sr. Project Manager – 2021-2022. Provided pigging and smart inline inspection services on four (4) sewer force mains ranging in size from 6-in. to 12-in. All were progressively pigged clean and then assessed with SmartFoam for pipe wall corrosion and/or cracking; scaling or debris accumulation; feature and anomaly locating; and pipeline mapping on xyz. All planning, execution, and reporting were managed by Glenn and SFE Global.

Kansas City, MO - Sr Project Manager - 2023. SFE Global provided inline assessment services utilizing Pipers survey tool for a 12-mile sewer force main. Multiple leaks were located along with several areas of debris accumulation that were reducing the force main capacity significantly. Planning and all deliverables were managed by Mr. Cumyn.

City of Phoenix, AZ - Sr. Project Manager - 2023. SFE Global provided inline assessment services for two (2) 24-in DIP sewer force mains. Detailed data was collected for pipe wall cracking, corrosion, and ID. All features and anomalies were located with dig sheets provided. In addition, a debris assessment was completed, xyz mapping was completed, and a dent/deformation assessment was completed on HOBAS pipe sections of the force main.

City of Portland, OR – Sr. Project Manager – Multiple sewer force main inspections including smart pigging with SmartFoam and inline acoustic assessment ball surveys. (Pipers) A total of eight (8) force mains were inspected in 2022. One of these force mains, Holman, was progressively pigged prior to utilizing SmartFoam to capture high-resolution data on corrosion, geometry, debris assessment, undocumented offtakes, and xyz mapping.

Seattle Public Utilities, WA – Sr. Project Manager – Glenn has managed SFE's efforts for the City of Seattle's flow monitoring programs for multiple years. He is responsible for all assessments, planning, data QA/QC and monthly reporting. In addition, Glenn oversees the field service crews that work on the City's monitoring projects. Our crews typically monitor between 20-30 flow monitoring stations for the City on an annual basis.

DYLAN CARVIN
FIELD PROJECT MANAGER
SFE GLOBAL

Years with SFE Global: 15

Education:

- ✓ Purdue University - Bachelor's Degree (4 years) Arts / Metalwork
- ✓ Structural Firefighter 1&2 Certification
- ✓ Confined Space Entry/Work Certification
- ✓ Confined Space Rescue Certification
- ✓ Rope Rescue 1 Certification
- ✓ First Aid CPR/AED Certification (WA, not expired)

Experience:

Mr. Carvin has worked with SFE for over 15-years. He has been a leader of our field crews for the last 10-years and actively works on most of our pipeline monitoring and condition assessment projects. Dylan's role is to manage all field related activities. He is involved in the planning phases of the projects and corresponds with / manages our field crews, sub-contractors, and is a client liaison for up to date project progress reporting.

Select Experience:

City of Bellevue, WA – Project Manager – 2021-2022. Provided pigging and smart inline inspection services on four (4) sewer force mains ranging in size from 6-in. to 12-in. All were progressively pigged clean and then assessed with SmartFoam for pipe wall corrosion and/or cracking; scaling or debris accumulation; feature and anomaly locating; and pipeline mapping on xyz. Execution of the work and management of all field staff and sub-contractors was completed by Mr. Carvin.

Kansas City, MO - Project Manager - 2023. SFE Global provided inline assessment services utilizing Pipers survey tool for a 12-mile sewer force main. Multiple leaks were located along with several areas of debris accumulation that were reducing the force main capacity significantly. Project execution was managed by Dylan.

City of Phoenix, AZ - Project Manager - 2023. SFE Global provided inline assessment services for two (2) 24-in DIP sewer force mains. Detailed data was collected for pipe wall cracking, corrosion, and ID. All features and anomalies were located with dig sheets provided. In addition, a debris assessment was completed, xyz mapping was completed, and a dent/deformation assessment was completed on HOBAS pipe sections of the force main.

City of Portland, OR – Project Manager – Multiple sewer force main inspections including smart pigging with SmartFoam and inline acoustic assessment ball surveys. (Pipers) A total of eight (8) force mains were inspected in 2022. One of these force mains, Holman, was progressively pigged prior to utilizing SmartFoam to capture high-resolution data on corrosion, geometry, debris assessment, undocumented offtakes, and xyz mapping. Dylan completed all assessments and management of all field level activities, including execution of deliverables.

Seattle Public Utilities, WA – Project Manager – Dylan has been involved with SFE's efforts for the City of Seattle's flow monitoring programs for 15-years. He is responsible for execution of site assessments, installations, maintenance, and data acquisition. In addition, Dylan directly manages the field service crews that work on the City's monitoring projects. Our crews typically monitor between 20-30 flow monitoring stations for the City on an annual basis.