



Gregory L. Geist
Director

February 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval and Adoption of Water Environment Services Five-Year Sanitary and Surface
Water Programs Capital Improvement Plan (CIP)
FY18/19 to FY22/23

Purpose/Outcomes	Approval and adoption of WES Capital Improvement Plan FY18/19 to FY22/23
Fiscal Impact	N/A
Funding Source	WES Sanitary and Surface Water Construction and System Development Charge Funds
Duration	FY18/19 – FY22/23 (updated annually)
Previous Action	Presented at BCC Policy Session on January 22, 2019
Strategic Plan Alliance	<ol style="list-style-type: none"> 1. Supports the WES Strategic Plan to provide enterprise resiliency, infrastructure strategy and performance, and operational optimization. 2. Supports the County Strategic Plan of Building Strong Infrastructure
Contact Person	Lynne Chicoine, PE BCEE, WES Capital Program Manager lchicoine@clackamas.us x4559

BACKGROUND

On behalf of its ratepayers, Water Environment Services (“WES”) operates and maintains more than three hundred forty miles of sanitary sewers, interceptors and force mains, twenty-one wastewater pumping stations, and five water resource recovery facilities (WRRFs). WES is also responsible for surface water management facilities within its fifty-eight square mile service area and coordinating with partner jurisdictions who are co-permittees under a jointly-issued MS4 permit.

In order to most efficiently construct capital assets and ensure new connections to the system pay their fair share, WES has developed a Capital Improvement Plan (CIP). This is consistent with WES’ Performance Clackamas strategic plan which guides our daily activities and long term planning, in this instance, the Capital Planning Program. This includes providing wastewater and stormwater infrastructure necessary to support partner communities and economic development over the next 20 years.

The CIP puts forward a prioritized plan that will maintain existing facilities, allow efficient, cost-effective operations, and provide new infrastructure to continue to protect human health and WES’ watershed for ratepayers today and into the future.

The CIP was presented to the WES Advisory Committee at their January 10, 2019, meeting at which the committee recommended adoption of the plan. The plan was then presented to the BCC at a policy session on January 22, 2019, and the BCC deliberated on it and directed staff to bring it forward at a public meeting for a vote on approval and adoption.

Once adopted, this new CIP will serve as the guide for capital investment and the establishment of system development charges for WES.

RECOMMENDATION

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and adopt the Five-Year Capital Improvement Plan for WES' sanitary and surface water programs.

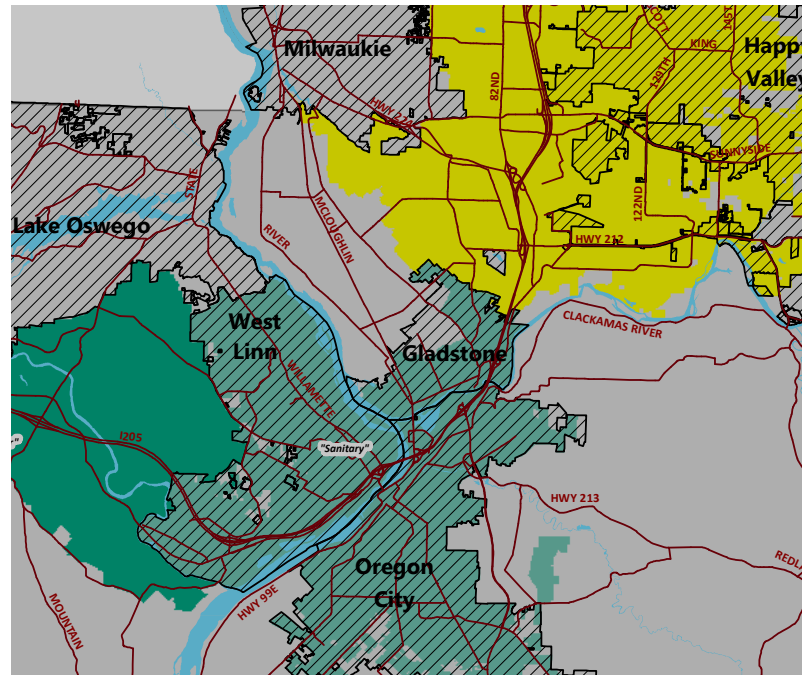
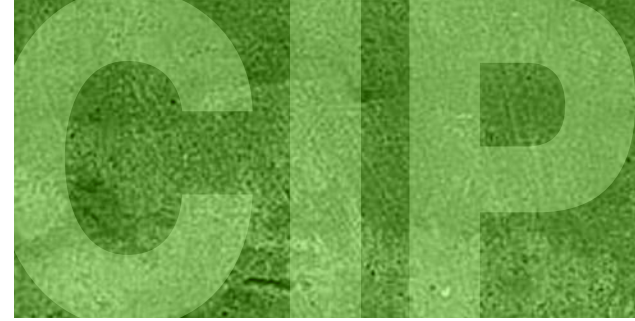
Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, Director
Water Environment Services Director

2018 - 2023
**CAPITAL
IMPROVEMENT
PLAN**

Water Environment
Services



Water Environment Services
Of
Clackamas County
Fiscal Years 2018/2019-2022/2023
Capital Improvements Plan

Board of Directors

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Greg Geist, Director
Chris Storey, Assistant Director
Lynne Chicoine, Capital Program
Greg Eyerly, Operations
Amanda Keller, Legal Counsel
Doug Waugh, Financial Services
Ron Wierenga, Environmental Services



Water Environment Services

Mission

The mission of Water Environment Services (WES) is to provide resource recovery and watershed protection services to our community so they can live, work and play in a healthy environment.

Our Lines of Business and their associated programs include the following:

Business Services

- Account Services
- Administrative Services
- Financial Management

Environmental Services

- Environmental Monitoring
- Permit Services
- Watershed Protection

Operations

- Plant Operations and Maintenance
- Resource Recovery
- Sanitary and Surface Water Maintenance

Capital

- Planning and Capital Delivery
- Asset Management

Our Strategic Results support Performance Clackamas which guide our daily activities and long term planning:

Comprehensive Plan – WES will provide the wastewater and stormwater infrastructure necessary to support partner communities and economic development over the next 20 years.

Decisions – Customers will benefit from well-informed and efficiency-minded decision making regarding wastewater infrastructure.

Continuing Operations/Utility Management – WES customers will continue to benefit from a well-managed utility.

Customer Experience – WES customers will understand, feel connected and support WES and the services they receive.

The 2018-2023 Capital Improvement Plan was developed to support WES in meeting our strategic results. The CIP puts forward a prioritized plan that will maintain existing facilities, allow efficient, cost-effective operations and provide new infrastructure to continue to protect human health and Clackamas County's water environment for ratepayers today and into the future.

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CAPITAL IMPROVEMENTS PROGRAM OVERVIEW

INTRODUCTION

The Board of Directors (Board) approves the annual budgets for the Department of Water Environment Services (WES, District). The goal of this document is to provide context and continuity for the budgets and capital needs year over year.

A capital project is any physical asset acquired, constructed, financed, modified or replaced with a total capital cost of \$5,000 or more and a useful life of 5 years or more. All capital projects have a definitive beginning and end. All costs needed to acquire, construct, finance or modify a physical asset are included in the estimate of a capital project's total cost, including engineering and project implementation costs. Costs must be directly related to and primarily benefit a single capital project to be considered project costs.

BACKGROUND

Beginning July 1, 2018, WES will be comprised of three service areas: Tri-City Service District (TCSD), the Surface Water Management Agency of Clackamas County (SWMACC) and Clackamas County Service District No. 1 (CCSD1).

On behalf of the ratepayers of Clackamas County, Water Environment Services operates and maintains more than 340 miles of sanitary sewers, interceptors and force mains, 21 wastewater pumping stations and five water resource recovery facilities (WRRFs), and the local collection system in Happy Valley and unincorporated areas within the service area. Each of the treatment facilities hold individual permits, four of which are National Pollution Discharge Elimination System (NPDES) permits that allow discharge to surface waters in the state of Oregon. Altogether, WES treats 6 billion gallons per year of wastewater and is in compliance with all of the terms of its permits.

Water Environment Services is also responsible for surface water management facilities. The District owns a limited amount of surface water infrastructure, but they are the operator of the vast majority of surface water infrastructure constructed with transportation systems and residential subdivisions. This includes hundreds of miles of storm pipe, thousands of inlets, and over 200 water quality treatment facilities, both in public rights of way and on private property. State and federal water quality regulations require that the public surface water system be adequately inspected, maintained, and repaired.

The WES service area is shown in Figure 1. The service areas encompasses 58 square miles.

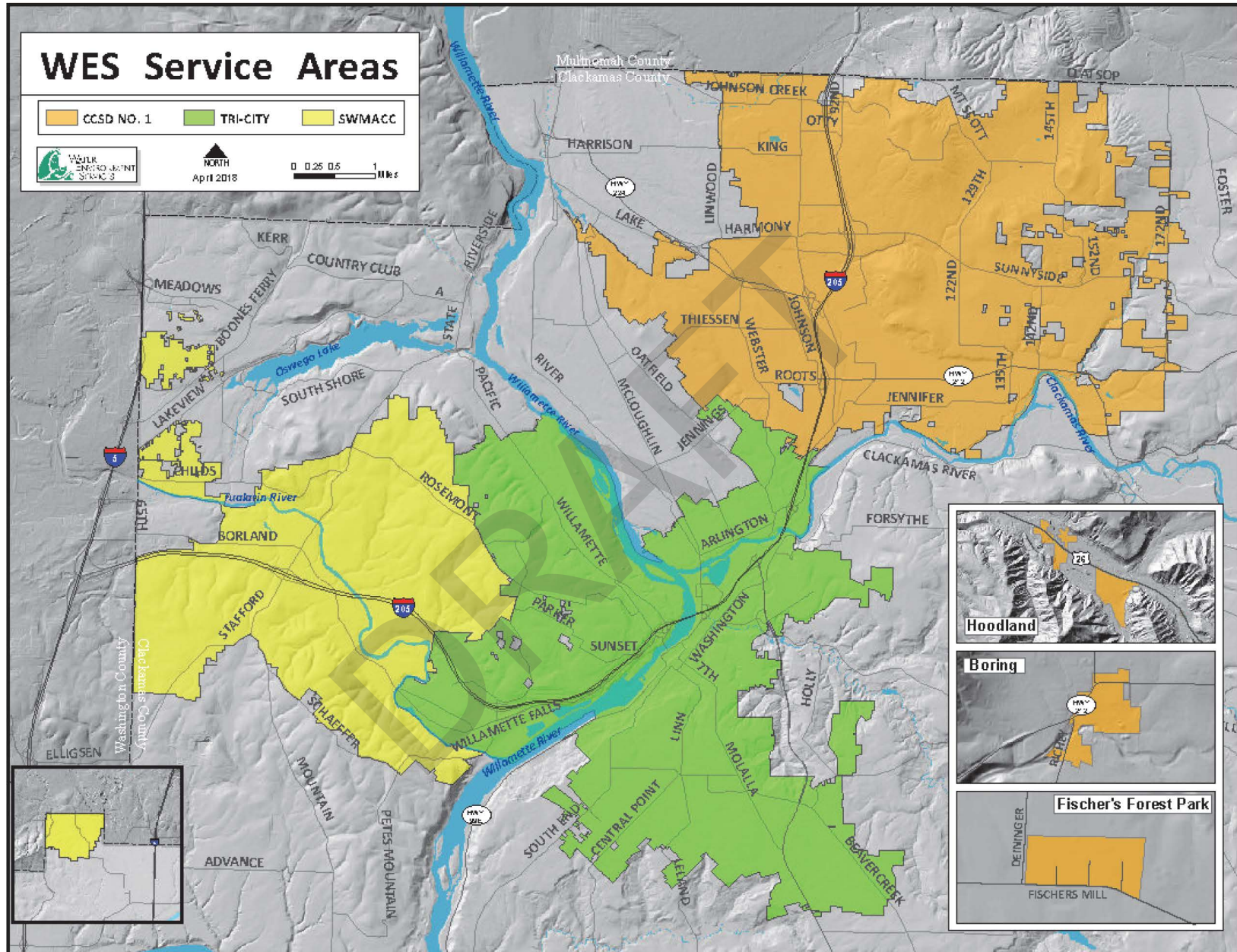


Figure 1. WES Service Districts

Sanitary Sewer and Wastewater Treatment

WES provides retail sanitary sewer services to the cities of Happy Valley and Boring and to unincorporated portions of North Clackamas County, a portion of the former city of Damascus, the communities of the Hoodland corridor, Fischer's Forest Park near Redland. WES provides wholesale wastewater treatment services to the cities of Milwaukie, Johnson City, Oregon City, West Linn, Gladstone and a small retail population outside of the cities. WES services are funded by revenues derived from rates and development fees. The District operates five wastewater treatment facilities: Tri-City WRRF, Kellogg WRRF, Hoodland WRRF, Boring WRRF and Fischer's Forest Park WRRF.

Tri-City Water Resource Recovery Facility (TC WRRF), located in Oregon City, provides treatment for wastewater from the service area and discharges to the Willamette River. The treatment plant was expanded with a state-of-the art membrane bioreactor system in 2012 to treat flow from the former CCSD1 and produces effluent that meets Oregon's highest reclaimed water standards. Digested sludge from Kellogg Creek WRRF is also dewatered at the TC WRRF under a temporary agreement until dewatering facilities are constructed at Kellogg Creek.

Kellogg Creek Water Resource Recovery Facility (KC WRRF) began operation in 1974. Because of its site limitations, WES spent \$124 million to expand liquids handling capacity at the TC WRRF, add an additional intertie pipeline, and provide improvements at the KC WRRF between 2008 and 2012. Currently, up to 12.5 million gallons per day (mgd) can be diverted from the Kellogg WRRF to the Tri-City WRRF.

Hoodland WRRF began operation in 1982 and serves the Hoodland/Welches area and the Wemme Recreational Corridor. The service area includes 6 pump stations and 22 miles of pipelines and serves a population of approximately 4000. The treatment facility provides secondary treatment with a capacity of 0.9 mgd. The facility is located in Welches and discharges to the Sandy River.

Boring WRRF serves 60 households and businesses in the city of Boring. The treatment plant consists of lagoons and a sand filter to provide tertiary treatment for up to 20,000 gallons per day.

Fischer's Forest Park WRRF began operation in 1971. It is the smallest of the treatment facilities serving 26 single family homes in the Fischer's Forest Park subdivision in the Redland area. Unlike the other WES treatment facilities, this facility does not discharge to surface water, but has a permitted sub-surface discharge via a gravity drain field.

Surface Water Program

Water Environment Services performs surface and stormwater management for the purpose of providing nonpoint source pollution controls to meet state and federal regulations with respect to surface water and drainage which includes the construction of capital improvements to address surface water quality and quantity, conducting basin analyses and other studies necessary to locate and prioritize necessary capital improvements, and to engage in non-structural solutions including, but not limited to, maintenance of surface water facilities, public education, monitoring programs, and preparation of intergovernmental agreements for a regional approach to surface water quality and quantity matters.

WES administers a Surface Water Program to protect surface water and groundwater resources from polluted storm runoff, and to coordinate compliance with state and federal water pollution laws and cleanup plans. Primary responsibilities of this program include planning and building stormwater control facilities, water quality monitoring of stormwater runoff and streams, public education and outreach, development and enforcement of water quality regulations, coordination with other municipalities, and maintenance of the public stormwater systems within our service area.

As the service area's population continues to increase, WES is committed to responsible stormwater management to keep our waterways clean for people, fish, and wildlife. Unfortunately, many past drainage and stormwater management practices and regulations have proven inadequate to prevent stormwater runoff impacts to streams and groundwater, and thousands of developed acres in Clackamas County currently contribute to problems in streams, lakes, and rivers. Expanding and improving the stormwater management infrastructure are the primary means of controlling runoff from areas of new growth and for fixing problems caused by uncontrolled runoff from existing developed areas.

Impacts of stormwater runoff on surface water are well-documented and widespread. In Clackamas County, runoff contributes to impaired stream health, diminished fish populations, and degraded habitat conditions. These impacts have been observed in the Districts' Watershed Action Plans, in various environmental studies commissioned by the District over the past 10 years, and documented in Oregon's list of impaired water bodies.

Stormwater runoff impacts water bodies in two critical ways: water quality and water quantity. Stormwater runoff from roads, fields, rooftops, parking lots, and yards carries with it a variety of pollutants deposited by everyday activities. Fertilizers, oil, grease, heavy metals, pesticides, chemicals, soil, and animal wastes all can make their way to water bodies in stormwater runoff. These pollutants degrade stream water quality, posing risks to both human health and stream life. Hard surfaces and cleared areas increase the amount and speed of runoff flowing into streams. The result is often streams that have too much flow during storms and too little flow during non-storm periods. Left unchecked, this situation leads to increased erosion during storms, decreased habitat quality, and negative impacts

to groundwater recharge, stream life, and overall water quality. Keeping existing stormwater facilities in good repair, updating old facilities, constructing new projects to remove pollutants or slow down runoff, planting trees, preserving intact forested or streamside habitats, and rehabilitating stream channels are ways the Districts and our performance partners can help limit the impacts of stormwater runoff. These activities and projects all are part of the Districts’ Stormwater Capital Program.

INDEX OF CAPITAL FUNDS

Capital expenditures are attributed to one or more capital funds depending on the purpose and location of the asset.

Fund	Fund Title	Description
632	WES Sanitary Sewer System Development Charge Fund	Provides for construction of sanitary sewer projects attributable to growth and therefore eligible for SDC funding.
639	WES Sanitary Sewer Construction Fund	Provides for construction of sanitary sewer projects financed either by bond proceeds, grants, general fund revenues or other resources.
642	WES Surface Water System Development Charge Fund	Provides for construction of surface water projects attributable to growth and therefore eligible for SDC funding.
649	WES Surface Water Construction Fund	Provides for construction of surface water projects financed either by bond proceeds, grants, general fund revenues or other resources

SANITARY SEWER PROJECTS

SANITARY SEWER PROJECT SUMMARY

The District develops a five year Capital Improvements Program (CIP) to project capital needs for the near term. Over the next few years, WES will complete a wastewater comprehensive plan to set forth capital needs for the next 20 years, and consolidate recommendations from several ongoing planning efforts. Future five-year CIPs will reflect the results of those plans. The FY 2018-23 CIP was developed as a result of input from WES leadership, management and operations staff. The wastewater engineering and operations group met several times mid-year to itemize ongoing and anticipated projects, then prioritized the projects according to the following criteria:

- Health and Safety
- Ease of Implementation
- Innovation
- Regulatory Compliance
- Reliability
- Risk Reduction

Projects which received the highest scores when ranked against these criteria were funded and will be carried forward in subsequent years of the CIP until completion.

SANITARY SEWER CIP

For sanitary sewer projects, projects are organized according to their location and/or function. Project types are Treatment (Tri-City, Kellogg Creek, Hoodland, Boring, Fischer Forest Park), Blue Heron, Collection System, Fleet, Asset Management and Pump Stations. Collection System projects include those designed, managed and maintained by WES. Asset Management projects reflect WES's ongoing asset management program which includes itemizing and characterizing the condition of our assets and prioritizing replacement needs.

Categories of projects and their corresponding projected costs for the next five fiscal years are shown in Table 1 and Figure 4. All projects shown are funded in the WES rate model.

Table 1. Sanitary Sewer Capital Budget by Project Type/Location

Project Type	Capital Budget, \$ Million				
	18/19	19/20	20/21	21/22	22/23
Tri-City WRRF	\$ 19.7	\$ 18.9	\$ 21.3	\$ 21.5	\$ 30.6
Kellogg Creek WRRF	\$ 9.2	\$ 11.6	\$ 8.5	\$ 3.0	\$ -
Hoodland WRRF	\$ 2.2	\$ 0.3	\$ -	\$ 0.5	\$ 2.7
Boring WRRF	\$ 0.05	\$ 0.05	\$ -	\$ -	\$ -
Collection System	\$ 5.0	\$ 6.1	\$ 13.5	\$ 16.1	\$ 14.7
Blue Heron	\$ -	\$ -	\$ -	\$ -	\$ 6.0
Fleet	\$ 1.0	\$ 1.0	\$ 1.0	\$ 1.1	\$ 1.3
OM Asset Management	\$ 0.8	\$ 0.8	\$ 0.8	\$ 0.8	\$ 0.8
Pump Stations	\$ 0.5	\$ 0.45	\$ 0.45	\$ 0.45	\$ 0.45
Water Quality Lab	\$ 0.1	\$ 0.03	\$ 0.18	\$ -	\$ -
Development Review	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1	\$ 0.1
Total	\$ 38.6	\$ 39.4	\$ 45.8	\$ 43.6	\$ 56.7

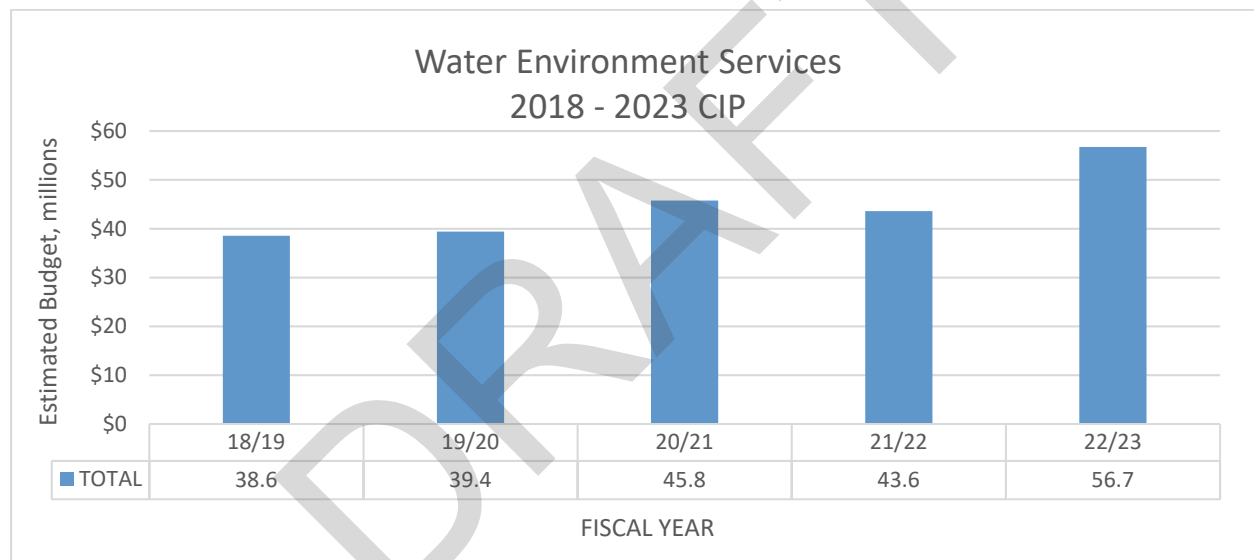


Figure 4. Sanitary Sewer Capital Budget (\$ Million)

FISCAL YEAR 2018-19

Of the \$38.6 million in the FY 2018-19 capital budget, over \$28 million is expected to be spent on the following five major projects:

Tri-City WRRF Solids Handling Project - \$14.0 million

WES has identified the need to expand and refurbish the solids handling processes at the Tri-City Water Resource Recovery Facility (TCWRRF). Project costs for FY 2018-19 include construction and engineering services during construction. The expansion and refurbishments to be constructed include new sludge stabilization and dewatering facilities, electrical distribution upgrades, digester feed tank, digested sludge storage, cake storage and loadout facility, centrate storage, biogas utilization and upgrades to existing facilities. Construction is expected to be completed in December 2020.

Kellogg Creek WRRF Improvements Project - \$9.0 million

Asset renewal and replacement at the Kellogg WRRF has been deferred over the years while a determination was made regarding the future of the facility. Now that the facility will continue its service with a capped capacity, several areas of the facility require upgrades to provide a fully reliable, functional facility. This project combines several subprojects including blower replacement, polymer system for the thickening process, aeration basin covers for odor control, flow management and improvements to the biofilter, a power distribution system, a retrofit of the return sludge pump station, influent pump station, and associated yard piping. Construction of the improvements began in 2017 and is anticipated to be completed in Summer 2020.

82nd Drive Bridge – North Approach - \$3.2 million

This project is part of a larger effort to complete the infrastructure, which diverts wet weather flows from the capacity-limited Kellogg WRRF to the Tri-City WRRF to avoid sanitary sewer overflows during storm events while providing a seismic upgrade to the bridge to allow it to provide passage for emergency vehicles. This project involves the design and construction of a replacement apron to the north end of the 82nd Drive bridge and construction of a 30-inch force main on the side of the bridge.

Tri-City WRRF Sodium Hypochlorite Disinfection - \$4.2 million

The gaseous chlorine disinfection at the TC WRRF is original to the facility and for years was industry standard. Current best practice is to use either sodium hypochlorite or ultraviolet light for disinfection to avoid the need for emergency scrubbers to contain an accidental release of chlorine gas. A sodium hypochlorite feed system will be most economical to install in the existing facilities. The project will also include improvements to the plant water system. Construction is expected to begin in Spring 2019.

Hoodland WRRF Modernization - \$2.1 million

Construction will begin in Fall 2018 on improvements necessary to maintain the existing level of service at the Hoodland WRRF (HWRRF). This project replaces pumps and adds variable frequency drives at the Arrah Wanna Pump Station (AWPS). The AWPS is the influent pump station to the Hoodland WRRF and improvements will provide redundancy at the facility and better regulate flow into the treatment plant, improving its performance. The project also replaces original electrical equipment (now obsolete), upsizes stand-by power and implements a Systems Control and Data Acquisition (SCADA) system to provide remote monitoring of the HWRRF for improved operational efficiency.

SANITARY SEWER PROJECT LIST BY PROJECT AREA

The following tables summarize funded projects listed in the CIP by project area. Individual project sheets for all projects are included in Appendix A. Actual FY 17-18 figures are unaudited.

TABLE 2. TRI-CITY WRRF PROJECT SUMMARY								
FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	2,560,000	1,011,292						
SDC	2,560,000	1,004,191						
WES								
CONST	1,440,000	1,414,781	8,990,000	6,545,000	8,745,000	11,050,000	18,130,000	53,460,000
SDC	1,440,000	555,818	10,700,000	12,425,000	12,575,000	10,500,000	12,500,000	58,700,000
TOTAL	9,060,000	3,986,082	19,690,000	18,970,000	21,320,000	21,550,000	30,630,000	112,160,000

TABLE 3. KELLOGG CREEK WRRF PROJECT SUMMARY								
FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	6,250,000	3,895,319						
SDC								
WES								
CONST			9,200,000	11,700,000	8,492,000	3,000,000		32,392,000
SDC								
TOTAL	6,250,000	3,895,319	9,200,000	11,700,000	8,492,000	3,000,000		32,392,000

TABLE 4. HOODLAND WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	900,000	392,170						
SDC								
WES								
CONST			2,200,000	250,000		250,000	1,375,000	4,075,000
SDC						250,000	1,375,000	1,625,000
TOTAL	900,000	392,170	2,200,000	250,000		500,000	2,750,000	5,700,000

TABLE 5. BORING WRRF PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST		4,377						
SDC								
WES								
CONST			50,000	50,000				100,000
SDC								
TOTAL		4,377	50,000	50,000				100,000

TABLE 6. COLLECTION SYSTEM PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 ACTUAL	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED, \$
	\$	\$	\$	\$	\$	\$	\$	
CCSD1								
CONST	2,100,000	168,842						
SDC	1,408,000	136,962						
WES								
CONST	225,000	91,763	2,666,500	2,571,000	5,439,000	6,075,000	6,075,000	22,826,500
SDC	792,000		2,278,500	3,589,000	8,031,000	10,075,000	8,675,000	32,648,500
TOTAL	4,525,000	397,567	4,945,000	6,160,000	13,470,000	16,150,000	14,750,000	55,475,000

TABLE 7. BLUE HERON SITE PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST		194						
SDC								
WES								
CONST		1,002	100,000					100,000
SDC							6,000,000	6,000,000
TOTAL		1,196	100,000				6,000,000	6,100,000

TABLE 8. FLEET SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	710,000	648,680						
SDC								
WES								
CONST			995,000	990,000	1,041,000	1,152,000	1,285,000	5,463,000
SDC								
TOTAL	710,000	648,680	995,000	990,000	1,041,000	1,152,000	1,285,000	5,463,000

TABLE 9. OM ASSET MANAGEMENT PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	400,000	36,547						
SDC								
WES								
CONST	400,000	123,160	800,000	800,000	800,000	800,000	800,000	4,000,000
SDC								
TOTAL	800,000	159,707	800,000	800,000	800,000	800,000	800,000	4,000,000

TABLE 10. PUMP STATION PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	410,949	105,837						
SDC								
WES								
CONST	39,051	71,754	450,000	450,000	450,000	450,000	450,000	2,250,000
SDC								
TOTAL	450,000	177,591	450,000	450,000	450,000	450,000	450,000	2,250,000

TABLE 11. WATER QUALITY LAB PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST								
SDC								
WES								
CONST	52,000	48,098	125,000	27,000	184,000		60,000	396,000
SDC								
TOTAL	52,000	48,098	125,000	27,000	184,000		60,000	396,000

SURFACE WATER PROJECTS

SURFACE WATER PROGRAM SUMMARY

The Policy for the stormwater capital program is to:

- Meet the Phase 1 Municipal Stormwater Permit requirements through stormwater capital planning and capital construction.

District goals for stormwater capital projects include:

- Protect and enhance District streams and wetlands through planning and constructing modifications to the stormwater infrastructure.
- Minimize the degradation of receiving waters from impacts attributable to stormwater runoff in existing developed areas.
- Maximize public benefits of public land by providing multiple uses, including recreation, and by leveraging funding from multiple sources.
- Provide stormwater facilities for future development and redevelopment.

In support of WES's policies and goals, the capital planning process strives to:

- Prioritize projects with the greatest potential to support multiple programs and goals, including local and regional fish recovery, habitat enhancement, and water cleanup goals.
- Ensure a reliable scientific and engineering basis for projects.
- Establish that each project in the plan is needed, feasible, and cost-effective.
- Focus limited resources on the most pressing concerns and the most cost-beneficial solutions.
- Incorporate environmental benefits into needed infrastructure repair projects.
- Maintain a sufficient list of potential projects to enable replacement of any projects that become infeasible, and to take advantage of funding opportunities.

Prioritization

A robust capital planning program identifies more projects than can be implemented in a five-year plan. Prioritization is the process of determining which of the feasible projects of each type best meet program goals and provide the most cost-effective solutions. Within the constraints of regulatory requirements and available funding, the subsequent programming step strives to implement higher-priority projects. Each project type requires slightly different prioritization criteria; in all cases, criteria are intended to be simple yet meaningful. The benefit screen provides an initial prioritization step for all project types by forwarding only those projects that appear to provide significant natural resource benefits. Another key consideration goes beyond the parameters of stormwater management: in all cases, priority is given to projects that also meet other related city and county goals.

Project Types

Surface water capital projects come in many shapes and sizes, which are grouped into six basic types for evaluation and prioritization purposes.

Capital Repairs

Capital repair projects are stormwater facility repair projects that substantially extend the life of the facility. Repairs of this kind are required under the municipal stormwater permit; however, due to the often high costs associated with repair work, the permit does not set a time limit for completing these projects. Typical repair activities include replacing pipes and flow control structures, removing large amounts of accumulated sediment or vegetation, addressing drainage problems, and replacing retaining walls or access roads.

Repairing and maintaining existing infrastructure is a priority. Routine inspection of District owned or operated stormwater facilities identifies repair needs. Given regulatory requirements and funding constraints, the District intends to address as many of the existing list of repair projects as feasible by 2018.

Repair projects are required, and therefore cannot truly be subjected to a screening process; however, screening scores along with watershed assessment information and engineering judgment are used to prioritize those projects where continued malfunction poses the most serious problems, particularly threatening property and safety.

Water Quality Retrofits

A retrofit is like a remodel. Water quality retrofits include a variety of modifications to existing stormwater infrastructure to add or enhance water quality treatment, including installation of cartridge filter systems, conversion of swales to rain gardens or wet ponds, and other improvements to stormwater facilities or conveyance systems where water quality treatment is either inadequate or can be significantly improved.

Water quality retrofits typically qualify for the permit-required retrofit strategy, so a significant annual investment in these projects is expected. Water quality retrofits are located primarily in areas that have been urbanized for many years, as these areas were often developed with little or no water quality treatment and contribute disproportionately to water quality degradation. The focus is on areas with no treatment, followed by those with outdated treatment facilities.

Water quality retrofit projects are prioritized based on the severity of the project need and the results of the cost/benefit analysis.

Hydrology Improvement Facilities

Hydrology improvement facilities address problems from too much runoff. These improvements include new facilities, retrofits focused on providing detention or retention of runoff, and structural low impact development practices aimed at reducing the volume of runoff.

Hydrology improvement facilities are needed to meet obligations under permit conditions and TMDLs. These projects often address significant stormwater runoff impacts. Hydrology improvement facilities are focused on urbanizing areas where streams are still in the process of adjusting to development and increased runoff. In these areas, increased flow control can slow ongoing stream degradation, reduce pollutant loads discharged to waterways, and help promote the eventual recovery of aquatic systems.

Hydrology improvement facilities are prioritized based on the severity of the project need and the results of the cost/benefit analysis.

Underground Injection Control (UIC) Retrofits

UIC Retrofit projects improve stormwater infiltration systems that are a demonstrated threat to groundwater quality. Improvements typically include the addition of upstream treatment devices or the replacement of failing infiltration wells with stormwater retention facilities. Improvements may also include installation of spill-containment structures to mitigate the impact of accidental discharges of pollutants.

Under state regulatory requirements, the District has identified UICs and is currently assessing each one's risk of polluting groundwater. The District's obligations to retrofit failing or at-risk facilities is site-specific and situational. Some UIC retrofit projects may also satisfy municipal stormwater permit requirements for the retrofits strategy.

UIC retrofits are prioritized based on cost-benefit and the results of the risk analysis.

Restoration

The District enhances public and private properties with native vegetation, including trees. These projects maximize the ecological and stormwater benefits of the properties, supporting numerous local and regional environmental goals. In-stream Habitat improvement projects typically include channel enhancements or stabilization, floodplain reconnections, or culvert/fish barrier removal.

Tree planting projects provide stormwater benefits that often qualify for permit required controls, so they may be included in stormwater capital plans; however, these projects represent only a subset of the overall restoration program. Habitat improvement projects are usually very cost effective methods to improve stream habitat and function where past impacts have been significant. In-stream habitat improvement projects often rely on the availability of grant funding, or use remaining budget after regulatory requirements have been met.

Tree planting projects typically have a fairly constant per-acre cost across all projects, so a cost/benefit analysis does not provide significant basis for prioritization. Priority is therefore given to projects that directly benefit streams where the Oregon Department of Environmental Quality has established Water Cleanup Plans to address elevated water temperatures. At both levels, projects that support multiple program goals are given priority. In-stream habitat improvements are prioritized based on cost-benefit, applicability to recovery plans, and the degree to which the project complements other planned stormwater projects within a drainage area.

Property Acquisition for Stormwater Benefit

Occasionally, the Districts purchase sites with existing high-quality habitat along streams, in wetlands, or in forested upland areas. Preservation of these areas provides significant long-term watershed benefits, including stormwater control. Property purchases are often costly and are dependent on the availability of willing sellers; however, preventing stormwater problems before they occur is among the most cost-beneficial means of managing stormwater impacts.

Property acquisitions are prioritized and pursued as opportunities are available. When possible, the Districts seek to leverage capital funds with grant funds, and with partnership funds, such as from parks and open space programs. Selection and prioritization of property acquisitions is coordinated through various performance partners including the Districts' sanitary sewer utilities, parks and open space programs, and watershed councils.

SURFACE WATER CIP

Categories of projects and their corresponding projected costs for the next five fiscal years are shown in the following table. Costs shown are for funded projects; unfunded projects are not included.

See project detail sheets in Appendix B for more information.

Table 11. Surface Water Project Budgets by Project Area.

Project Type	Capital Budget, \$ Million				
	18/19	19/20	20/21	21/22	22/23
Carli Creek Water Quality Retrofit	\$ 1.2	\$ 0.05	\$ 0.05	\$ 0.05	\$ 0.05
Storm System Master Plan for CCSD No.1/Happy Valley	\$ 0.3	\$ 0.2			
Rock Creek Confluence Site Maintenance	\$ 0.01				
Mt. Scott Oak Bluff Restoration	\$ 0.52	\$ 0.01	\$ 0.008	\$ 0.005	\$ 0.003
Small Projects – ongoing	\$ 0.45	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35
Detention Pond Repair/Rehab	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25
Decant Facility	\$ 0.2	\$ 0.5	\$ -	\$ -	\$ -
Total	\$ 2.98	\$ 1.36	\$ 0.658	\$ 0.655	\$ 0.653

SURFACE WATER PROJECT LIST BY FUNDING SOURCE

TABLE 12. SURFACE WATER PROJECT SUMMARY

FUNDING SOURCE	FY 17/18 BUDGET \$	FY 17/18 ACTUAL \$	FY 18/19 PROJECTED \$	FY 19/20 PROJECTED \$	FY 20/21 PROJECTED \$	FY 21/22 PROJECTED \$	FY 22/23 PROJECTED \$	TOTAL FY 18-23 PROJECTED, \$
CCSD1								
CONST	2,480,000	2,274,905						
SDC	200,000							
WES								
CONST			2,480,000	660,000	658,000	655,000	653,000	5,106,000
SDC			500,000	700,000				1,200,000
TOTAL	2,680,000	2,274,905	2,980,000	1,360,000	658,000	655,000	653,000	6,306,000

DRAFT

DRAFT

APPENDIX A

SUMMARY OF SANITARY SEWER FUNDED PROJECTS

Project Costs:

FUNDING SOURCE	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1						
CONST						\$ -
SDC						\$ -
WES						
CONST	\$ 25,576,500	\$ 23,383,000	\$ 25,151,000	\$ 22,777,000	\$ 28,175,000	\$ 125,062,500
SDC	\$ 12,978,500	\$ 16,014,000	\$ 20,606,000	\$ 20,825,000	\$ 28,550,000	\$ 98,973,500
TOTAL	\$ 38,555,000	\$ 39,397,000	\$ 45,757,000	\$ 43,602,000	\$ 56,725,000	\$ 224,036,000

DRAFT

PROJECT DETAIL

Project Name: Tri-City WRRF Solids Handling Improvements Project **Project Number:** P632162
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632/639
Project Status: Active

Project Description:

CCSD1 and WES have identified the need to expand and refurbish the solids handling processes at the Tri-Cities Water Resource Recovery Facility (TCWRRF). Project costs for FY 2018-19 include construction and engineering services during construction. The expansion and refurbishments to be considered include new sludge stabilization and dewatering facilities, electrical distribution upgrades, digester feed tank, digested sludge storage, cake storage and loadout facility, centrate storage, biogas utilization and upgrades to existing facilities. Construction is expected to be completed in December 2020.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 2,560,000	\$ 867,228						
SDC	\$ 2,560,000	\$ 867,228						
WES								
CONST	\$ 1,440,000	\$ 555,668	\$ 3,500,000	\$ 3,475,000	\$ 2,025,000			\$ 9,000,000
SDC	\$ 1,440,000	\$ 555,668	\$10,500,000	\$10,425,000	\$ 6,075,000			\$27,000,000
TOTAL	\$ 8,000,000	\$ 2,845,792	\$14,000,000	\$13,900,000	\$ 8,100,000			\$36,000,000

PROJECT DETAIL

Project Name: Liquids Expansion

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 632/639

Project Status: Active

Project Description:

The results of the Collection System Master Plan show that peak wet weather flow to the TC WRRF exceeds its hydraulic capacity. An upcoming facilities planning effort for the TC and KC WRRFs will define facilities that will be required to provide peak wet weather capacity for the near and long term. This project will be the wet weather expansion required to be completed within the next five years.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$12,500,000	\$16,500,000
SDC				\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$12,500,000	\$16,500,000
TOTAL				\$ 2,000,000	\$ 3,000,000	\$ 3,000,000	\$25,000,000	\$33,000,000

PROJECT DETAIL

Project Name: Wet Weather Outfall **Project Number:** P632241
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 632/639
Project Status: Active

Project Description:

Projected flows to the Tri-City WRRF were developed as part of the Collection System Master Plan (CSMP) and are expected to be approximately 176-MGD under build-out conditions. The capacity of the existing TC WRRF outfall is approximately 75 MGD and is expected to be exceeded as flows increase as projected in the CSMP. This project will provide a route study to select a preferred route to the Willamette River, acquire the necessary permits, and proceed with design and construction of a new outfall pipe from the WES Tri-City WRRF to the Willamette River.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST		\$ 1,866	\$ 200,000	\$ 1,000,000	\$ 4,000,000	\$ 4,000,000		\$ 9,200,000
SDC			\$ 200,000	\$ 1,000,000	\$ 4,000,000	\$ 4,000,000		\$ 9,200,000
TOTAL		\$ 1,866	\$ 400,000	\$ 2,000,000	\$ 8,000,000	\$ 8,000,000		\$18,400,000

PROJECT DETAIL

Project Name: Tri-City Administration Building

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

This project is for the construction of a new administration building for WES staff. The lab, maintenance, and line crew areas are in need of refurbishment or repair. WES Administration is located on the Red Soils Campus where it rents space from the County. The project requires further study and refinement to determine the most efficient solution for WES work space.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST						\$ 5,000,000	\$ 5,000,000	\$10,000,000
SDC								
TOTAL						\$ 5,000,000	\$ 5,000,000	\$10,000,000

PROJECT DETAIL

Project Name: Hypochlorite Disinfection System

Project Number: P632227

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

The gaseous chlorine disinfection at the TC WRRF is original to the facility and for years was industry standard. Current best practice is to use either sodium hypochlorite or ultraviolet light for disinfection to avoid the need for emergency scrubbers to contain an accidental release of chlorine gas. A sodium hypochlorite feed system was determined to be the most as the preferred disinfection system to install and operate at the TC WRRF. Construction is expected to begin in Spring of 2019.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST		\$ 34,590	\$ 4,220,000					\$ 4,220,000
SDC								
TOTAL		\$ 34,590	\$ 4,220,000					\$ 4,220,000

PROJECT DETAIL

Project Name: Recoat PCs/Primary Clarifier Refurbishment **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

This project provides a rehabilitation of the mechanical equipment associated with the Primary Clarifiers and the application of a protective coating to the concrete tanks. The concrete surface of the primary clarifiers are exposed to continuous wear from grit and hydrogen sulfide. The coating will help maintain the integrity of the structure and the mechanical rehab will provide an upgrade to equipment that is original to the plant.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 400,000	\$ 400,000	\$ 400,000		\$ 1,200,000
SDC								
TOTAL				\$ 400,000	\$ 400,000	\$ 400,000		\$ 1,200,000

PROJECT DETAIL

Project Name: IPS VFDs

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

Influent Pump Station VFDs are at the end of their useful life and need to be replaced.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 500,000	\$ 500,000			\$ 1,000,000
SDC								
TOTAL				\$ 500,000	\$ 500,000			\$ 1,000,000

PROJECT DETAIL

Project Name: W3 Improvements **Project Number:** P632229
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

At the TC WRRF, there are two sources of non-potable water - from the conventional and MBR trains. Both non-potable pump stations have been identified to have deficiencies. This project (to be constructed with the hypochlorite disinfection project) will address the deficiencies with both stations. At the MBR station, a small jockey pump will be installed to allow the pump station to operate more efficiently, saving energy. The conventional pump station includes the original equipment and which is at the end of its useful life. This project will overhaul the station and provide improvements to W3 water quality.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST		\$ 10,628						
SDC								
WES								
CONST		\$ 10,929	\$ 800,000					\$ 800,000
SDC								
TOTAL		\$ 21,557	\$ 800,000					\$ 800,000

PROJECT DETAIL

Project Name: MBR Cassette Replacement

Project Number:

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

The Membrane Bioreactor (MBR) is the centerpiece of the \$132 million capacity management program that was completed in 2012. MBR cassettes require periodic replacement. This project will replace a portion of the cassettes in the MBR with cassettes that utilize a new aeration system developed by GE Water Process Technology which reduces air requirements by 25-30%. This reduction will result in energy savings and reduced maintenance requirements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST							\$ 630,000	\$ 630,000
SDC								
TOTAL							\$ 630,000	\$ 630,000

PROJECT DETAIL

Project Name: PLCs 3A (Blower, CI, RAS) **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

PLCs are control systems for treatment processes and require modernizing on a rotating basis as the hardware becomes obsolete.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 120,000	\$ 120,000	\$ 120,000			\$ 360,000
SDC								
TOTAL			\$ 120,000	\$ 120,000	\$ 120,000			\$ 360,000

PROJECT DETAIL

Project Name: Recoat Aeration Basins **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

This project provides coating of the aeration basins. The concrete surface of the aeration basins are exposed to continuous wear from grit, air scour and gases. Coating will help maintain the integrity of the structures.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 150,000	\$ 150,000		\$ 300,000
SDC								
TOTAL					\$ 150,000	\$ 150,000		\$ 300,000

PROJECT DETAIL

Project Name: Security Locks Internal to Plant

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 639

Project Status: Active

Project Description:

Security access to internal buildings will be upgraded in a phased approach for consistency with main plant access. It is intended that access will be updated as facilities are constructed, where applicable.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 50,000	\$ 50,000	\$ 50,000			\$ 150,000
SDC								
TOTAL			\$ 50,000	\$ 50,000	\$ 50,000			\$ 150,000

PROJECT DETAIL

Project Name: Process Software (Data Management) **Project Number:** TBD
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

Water resource recovery facilities include complex hydraulic, chemical and biological systems. Current wastewater treatment practice includes use of process control software to collect data to inform operators about the collection system and treatment process performance and allows operators to monitor and control the collection system and treatment processes in the most efficient and reliable manner. This fund will provide software, configuration and implementation services for WES treatment facilities and the laboratory as defined in the IT business plan.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 100,000					\$ 100,000
SDC								
TOTAL			\$ 100,000					\$ 100,000

PROJECT DETAIL

Project Name: Rossman Landfill Mitigation Project

Project Number: TBD

Project Subprogram: Capital Delivery/Tri-City WRRF

Fund: 632

Project Status: Active

Project Description:

Rossman Landfill was to be mitigated as part of the Phase 1 construction but this portion of the Phase 1 project was not constructed. The cost for this project is a placeholder.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC					\$ 1,000,000	\$ 5,000,000		\$ 6,000,000
TOTAL					\$ 1,000,000	\$ 5,000,000		\$ 6,000,000

PROJECT DETAIL

Project Name: Lab **Project Number:** Various
Project Subprogram: Capital Delivery/Lab **Fund:** 639
Project Status: Active

Project Description:

Lab equipment has been identified as needing replacement due to normal use.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST	\$ 52,000	\$ 48,098	\$ 125,000	\$ 27,000	\$ 184,000		\$ 60,000	\$ 396,000
SDC								
TOTAL	\$ 52,000	\$ 48,098	\$ 125,000	\$ 27,000	\$ 184,000		\$ 60,000	\$ 396,000

PROJECT DETAIL

Project Name: Kellogg Creek WRRF Improvements Project **Project Number:** P632139
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Active

Project Description:

Asset renewal and replacement at the Kellogg WRRF has been deferred over the years while a determination was made regarding the future of the facility. Now that the facility will continue its service with a capped capacity, several areas of the facility require upgrades to provide a fully reliable, functional facility. This project combines several subprojects including blower replacement, polymer system for the thickening process, aeration basin covers for odor control, flow management and improvements to the biofilter, a power distribution system, a retrofit of the return sludge pump station, influent pump station, and associated yard piping. Construction of the improvements began in 2017 and is anticipated to be completed in Summer 2020.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 6,000,000	\$ 3,606,562						
SDC								
WES								
CONST			\$ 9,000,000	\$10,000,000	\$ 4,000,000			\$23,000,000
SDC								
TOTAL	\$ 6,000,000	\$ 3,606,562	\$ 9,000,000	\$10,000,000	\$ 4,000,000			\$23,000,000

PROJECT DETAIL

Project Name: Kellogg Dewatering and Digester Complex Improvements

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

Currently, digested sludge from the Kellogg Facility is hauled to liquid land application sites in the Willamette Valley during the summer and dewatered at the Tri-City facility when fields are too wet for land application during the rainy season. Dewatered biosolids are hauled to eastern Oregon for beneficial reuse. Limited land and seasonal availability is making liquid land application an uncertain option for future and has seasonal restrictions. This project would provide dewatering at the Kellogg Facility with related improvements to the digester complex. The budget for this project was increased to include new thickening equipment, the replacement of which was originally in the Kellogg Improvements project.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 1,500,000	\$ 3,500,000	\$ 3,000,000		\$ 8,000,000
SDC								
TOTAL				\$ 1,500,000	\$ 3,500,000	\$ 3,000,000		\$ 8,000,000

PROJECT DETAIL

Project Name: Grit Hopper and Collection System

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project will replace the drive and sweeps for the grit processing equipment which is at the end of its useful life.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 200,000	\$ 400,000			\$ 600,000
SDC								
TOTAL				\$ 200,000	\$ 400,000			\$ 600,000

PROJECT DETAIL

Project Name: W3 Project

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project is the replacement of the W3 system at Kellogg. The replacement was originally included in the Kellogg Improvements project but was deferred due to budget constraints.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 308,000			\$ 308,000
SDC								
TOTAL					\$ 308,000			\$ 308,000

PROJECT DETAIL

Project Name: Primary Sludge PS

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project replaces the existing primary sludge pump station. The project was originally included in the Kellogg Improvements project but was deferred due to project constraints.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 284,000			\$ 284,000
SDC								
TOTAL					\$ 284,000			\$ 284,000

PROJECT DETAIL

Project Name: Kellogg Creek Bridge

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

The Kellogg Creek Bridge was damaged in a December 2015 storm. WES has agreed to share costs for repair with the city of Milwaukee through an existing IGA. Terms will be negotiated. The repair is partially funded by FEMA.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 150,000	-						
SDC								
WES								
CONST			\$ 150,000					\$ 150,000
SDC								
TOTAL	\$ 150,000	-	\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Admin Lab and Lunch Room

Project Number:

Project Subprogram: Capital Delivery/Kellogg Creek WRRF

Fund: 639

Project Status: Active

Project Description:

This project would refurbish the process lab and lunch room at the Kellogg Facility.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 21/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 50,000					\$ 50,000
SDC								
TOTAL			\$ 50,000					\$ 50,000

PROJECT DETAIL

Project Name: Hoodland Plant Modernization **Project Number:** P632208
Project Subprogram: Capital Delivery/Hoodland WRRF **Fund:** 639
Project Status: Active

Project Description:

Construction will begin in Fall 2018 on improvements necessary to maintain the existing level of service at the Hoodland WRRF (HWRRF). This project replaces pumps and adds variable frequency drives at the Arrah Wanna Pump Station (AWPS). The AWPS is the influent pump station to the Hoodland WRRF and improvements will provide redundancy at the facility and better regulate flow into the treatment plant, improving its performance. The project also replaces original electrical equipment (now obsolete), upsizes stand-by power and implements a Systems Control and Data Acquisition (SCADA) system to provide remote monitoring of the HWRRF for improved operational efficiency.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 900,000	\$ 333,015						
SDC								
WES								
CONST			\$ 2,100,000					\$ 2,100,000
SDC								
TOTAL	\$ 900,000	\$ 333,015	\$ 2,100,000					\$ 2,100,000

PROJECT DETAIL

Project Name: RBC Access

Project Number:

Project Subprogram: Capital Delivery/Hoodland WRRF

Fund: 639

Project Status: Active

Project Description:

This project would provide safer access to the RBC units for operation and maintenance staff.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 100,000	\$ 250,000				\$ 350,000
SDC								
TOTAL			\$ 100,000	\$ 250,000				\$ 350,000

PROJECT DETAIL

Project Name: Hoodland Secondary Treatment Upgrade

Project Number:

Project Subprogram: Capital Delivery/Hoodland WRRF

Fund: 639

Project Status: Active

Project Description:

Secondary treatment at the Hoodland Facility is provided by rotating biological contactors (RBCs) that are original to the facility. The technology is old and at some point will not be supported. This project will replace the RBCs with state of the art technology selected from an evaluation of alternatives using life cycle cost and non-cost criteria.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST						\$ 250,000	\$ 1,375,000	\$ 1,625,000
SDC						\$ 250,000	\$ 1,375,000	\$ 1,625,000
TOTAL						\$ 500,000	\$ 2,750,000	\$ 3,250,000

PROJECT DETAIL

Project Name: Boring Upgrades **Project Number:** P632235
Project Subprogram: Capital Delivery/Boring WRRF **Fund:** 639
Project Status: Active

Project Description:

This project will convert the disinfection process at the Boring WWTF to UV and install automation to operate the plant.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 50,000	\$ 50,000				
SDC								
TOTAL			\$ 50,000	\$ 50,000				\$ 100,000

PROJECT DETAIL

Project Name: 82nd Drive Bridge - Replace North Approach **Project Number:** P632165
Project Subprogram: Capital Delivery/Collection System **Fund:** 632/639
Project Status: Active

Project Description:

This project is part of a larger effort to complete the infrastructure which diverts wet weather flows from the capacity-limited Kellogg WRRF to the Tri-City WRRF to avoid sanitary sewer overflows during storm events while providing a seismic upgrade to the bridge to allow it to provide passage for emergency vehicles. This project involves the design and construction of a replacement apron to the north end of the 82nd Drive bridge and construction of a 30-inch force main on the side of the bridge.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC	\$ 1,408,000	\$ 136,962						
WES								
CONST			\$ 1,472,000					\$ 1,472,000
SDC	\$ 792,000		\$ 1,728,000					\$ 1,728,000
TOTAL	\$ 2,200,000	\$ 136,962	\$ 3,200,000					\$ 3,200,000

PROJECT DETAIL

Project Name: Pipe Rehabilitation and Replacement

Project Number: Various

Project Subprogram: Capital Delivery/Collection System

Fund: 632/639

Project Status: Active

Project Description:

Sanitary sewer pipe is subject to degraded condition through exposure to chemicals, organic growths, and soil movement. This degradation leads to defects in pipe which can result in surface water and groundwater infiltration into the collection system, straining treatment capacities and increasing risk of pipe failure. This project will repair and/or replace damaged and aging pipelines utilizing methods including pipe-lining, pipe bursting and replacement.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 500,000	\$ 49,544						
SDC								
WES								
CONST			\$ 375,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,375,000
SDC			\$ 375,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,375,000
TOTAL	\$ 500,000	\$ 49,544	\$ 750,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,750,000

PROJECT DETAIL

Project Name: I/I Reduction Program **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

Inflow and Infiltration (I/I) is clean groundwater and/or rainwater that enters the sewer system through direct connections such as roof drains or area drains or defects such as leaking joints or manholes. When the amount of I/I becomes excessive it can cause capacity deficiencies in the sewer system and possible overflows. When the amount of I/I becomes excessive it is more cost effective to remove the I/I than upsize infrastructure or treatment facilities to transport and treat the extraneous clean water. This project will involve activities to identify areas of high I/I and their sources and include design and construction of sewer rehabilitation projects, to abate the I/I.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC				\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,000,000
TOTAL				\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 4,000,000

PROJECT DETAIL

Project Name: Manhole Rehabilitation **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project will rehabilitate aging manholes which have degraded condition through normal exposure to chemical and biological components and soil movement. Rehabilitation efforts to reduce risk will range from cleaning and spray lining to complete manhole replacement depending upon the degree of wear.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST	\$ 150,000		\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
SDC			\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 375,000
TOTAL	\$ 150,000		\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 750,000

PROJECT DETAIL

Project Name: Last Road Pipe Rehabilitation **Project Number:** P632215
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project will relay approximately 1650 lf of 8" sewer to remove sags or bellies in the pipe which cause maintenance issues.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 130,000					\$ 130,000
SDC								
TOTAL			\$ 130,000					\$ 130,000

PROJECT DETAIL

Project Name: Flow Monitoring
SCADA Master Plan Recommendations and Meter Upgrades

Project Number: P632209

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

The recent installation of a fiber optics grid in Clackamas County has provided an opportunity for the Districts to enhance and standardize their Systems Control and Data Acquisition (SCADA) system. This project will upgrade SCADA software and hardware to current technology and create operating efficiencies by providing real-time operating data and enabling continuous equipment monitoring in both districts.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 75,000	\$ 113,685						
SDC								
WES								
CONST	\$ 75,000	\$ 58,391	\$ 150,000					\$ 150,000
SDC								
TOTAL	\$ 150,000	\$ 172,076	\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Lucy Mobile Software

Project Number:

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

This project will provide access to WES's asset management system (Lucy) to our field crews so they can enter data as they work, making their work more efficient and data more reliable.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 15,000					\$ 15,000
SDC								
TOTAL			\$ 15,000					\$ 15,000

PROJECT DETAIL

Project Name: Pump Stations (WSC)

Project Number: TBD

Project Subprogram: Capital Delivery/Collection System

Fund: 639

Project Status: Active

Project Description:

Small pump stations in the Hoodland service area need to be rehabbed and updated.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 200,000				\$ 200,000
SDC								
TOTAL				\$ 200,000				\$ 200,000

PROJECT DETAIL

Project Name: Carver Sewer **Project Number:** P632239
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project includes the installation of 2 new sewer manholes and approximately 200' of new 8" sewer pipe to serve businesses with failing septic systems.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST		\$ 5,613						
SDC								
WES								
CONST			\$ 49,500					\$ 49,500
SDC			\$ 100,500					\$ 100,500
TOTAL		\$ 5,613	\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Willamette Pump Station Upgrade **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
District: WES **Project Status:** Active

Project Description:

Over the past several years, the Willamette Pump Station, constructed in 1986, has experienced a variety of electrical, mechanical, hydraulic, and pipeline conveyance issues. These issues have resulted in increased labor costs due to maintenance, sanitary sewer overflows, and concerns over design capacity. This project replaces critical pump station components that are failing or at risk of failure to address capacity issues, reduce maintenance costs, provide reliable service, and meet DEQ regulatory requirements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST		\$ 33,372		\$ 250,000				\$ 250,000
SDC								
TOTAL		\$ 33,372		\$ 250,000				\$ 250,000

PROJECT DETAIL

Project Name: Willamette Interceptor Capacity Upgrade **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

The Willamette Interceptor receives flows from the Willamette Pump Station and the Willamette force main. This project includes evaluation and rehabilitation of manholes and the interceptor between the West Linn side of the old Oregon City bridge and the downstream end of the Willamette Interceptor near the TC WRRF.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 1,000,000	\$ 2,150,000	\$ 2,500,000	\$ 2,500,000	\$ 8,150,000
SDC				\$ 1,000,000	\$ 2,150,000	\$ 2,500,000	\$ 2,500,000	\$ 8,150,000
TOTAL				\$ 2,000,000	\$ 4,300,000	\$ 5,000,000	\$ 5,000,000	\$16,300,000

PROJECT DETAIL

Project Name: Gladstone Pump Station and Force Main Upgrades **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

The Gladstone Pump Station was constructed in 1985 and has significant needs for upgrades ranging from updating obsolete MCCs and controls to pumps that are beyond their useful life. Current planning efforts will provide a condition assessment and recommendations for improvements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 360,000	\$ 720,000			\$ 1,080,000
SDC								
TOTAL				\$ 360,000	\$ 720,000			\$ 1,080,000

PROJECT DETAIL

Project Name: Rock Creek Interceptor Extension **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

A Preliminary Routing Analysis was completed in 2007 for the extension of the Rock Creek Interceptor. It is anticipated that the interceptor will be extended to the north and east. Work is currently underway to determine the required schedule for implementation, but preliminary indications are that the north extension may be required within the 5 year CIP window. The project is included in the CIP as a place holder until the current study is complete. The estimated cost is for the north extension.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC				\$ 1,000,000	\$ 3,000,000	\$ 3,000,000		\$ 7,000,000
TOTAL				\$ 1,000,000	\$ 3,000,000	\$ 3,000,000		\$ 7,000,000

PROJECT DETAIL

Project Name: Emergency Generator for River St **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

This project will provide an emergency generator at the River Street Pump Station in West Linn for reliable operation.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 250,000					\$ 250,000
SDC								
TOTAL			\$ 250,000					\$ 250,000

PROJECT DETAIL

Project Name: Clackamas Interceptor Capacity Improvements **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

The Clackamas Interceptor has been shown in past studies to be lacking in capacity to serve the current service area. Now that the upstream Rock Creek Interceptor has been constructed and there is growing interest in development in areas contributing to the Rock Creek interceptor, additional capacity will need to be added. Work is underway to assess the condition and current and future capacity needs for the Clackamas Interceptor.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST					\$ 1,250,000	\$ 3,000,000	\$ 3,000,000	\$ 7,250,000
SDC					\$ 1,250,000	\$ 3,000,000	\$ 3,000,000	\$ 7,250,000
TOTAL					\$ 2,500,000	\$ 6,000,000	\$ 6,000,000	\$14,500,000

PROJECT DETAIL

Project Name: Sieben Lane Pump Station Alternatives **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

In the early 1990s the District planned a collection system project to construct a main line interceptor (Sieben Lane Interceptor) to serve the Sieben creek drainage basin. Due to external circumstances, the interceptor was not constructed. Instead, in 1993 a pump station was constructed to serve development. The District is in the process of updating the collection system master plan and will be conducting a cost analysis to determine the feasibility of constructing the Sieben Lane Interceptor and abandoning the pump station. The feasibility of the project will again depend on external factors. This project is a place holder for replacement of the pump station.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST				\$ 186,000	\$ 744,000			\$ 930,000
SDC				\$ 14,000	\$ 56,000			\$ 70,000
TOTAL				\$ 200,000	\$ 800,000			\$ 1,000,000

PROJECT DETAIL

Project Name: Linwood Pump Station **Project Number:** TBD
Project Subprogram: Capital Delivery/Collection System **Fund:** 632
Project Status: Active

Project Description:

This pump station will convey some portion of the NCRA flows currently flowing to the city of Portland, back to the WES system, freeing up capacity for flow from Happy Valley to the city of Portland. This approach is less costly than constructing a pump station to pump Happy Valley flows directly to the CCSD1 system. WES already owns the pump station site property.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST								
SDC							\$ 1,600,000	\$ 1,600,000
TOTAL							\$ 1,600,000	\$ 1,600,000

PROJECT DETAIL

Project Name: Hoodland Pump Stations **Project Number:** P632232
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

The Timberline Rim and Sandy River Lane pump stations were identified in the Hoodland Master Plan as needing to be relocated further away from the Sandy River, which recently changed course. This project provides for new pump stations so to provide a higher level of service. A project is currently underway to secure property to site the new pump stations.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 150,000					\$ 150,000
SDC								
TOTAL			\$ 150,000					\$ 150,000

PROJECT DETAIL

Project Name: Blue Heron Treatment Facilities **Project Number:** P631991
Project Subprogram: Capital Delivery/Blue Heron **Fund:** 632
Project Status: Active

Project Description:

This project includes the purchase, remediation, and restoration of the former Blue Heron Paper Company West Linn facility. The industrial wastewater treatment lagoon and outfall to the Willamette River provides the Districts with additional capacity for growth and economic development while maintaining the ability to meet regulatory requirements. The cost of the project is jointly shared between the Districts and includes the prior year purchase of the 39 acre site as well as future efforts directed at remediation and restoration of the 14 acre industrial wastewater treatment lagoon.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST		\$ 194						
SDC								
WES								
CONST		\$ 1,002						
SDC							\$ 6,000,000	\$ 6,000,000
TOTAL		\$ 1,196					\$ 6,000,000	\$ 6,000,000

PROJECT DETAIL

Project Name: Solar Bees, Security

Project Number:

Project Subprogram: Capital Delivery/Blue Heron

Fund: 639

Project Status: Active

Project Description:

The Blue Heron site has been vandalized and requires additional security measures. Solar Bees are solar operated mixers in the lagoon. Additional units may be required.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST			\$ 100,000					
SDC								
TOTAL			\$ 100,000					\$ 100,000

PROJECT DETAIL

Project Name: Fleet- Heavy Equipment

Project Number: Various

Project Subprogram: Capital Delivery/Fleet

Fund: 639

Project Status: Active

Project Description:

This project pool funds the replacement of aging equipment used in plant operations, pipeline and infrastructure maintenance, and biosolids distribution and application.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 550,000	\$ 461,518						
SDC								
WES								
CONST			\$ 720,000	\$ 525,000	\$ 795,000	\$ 910,000	\$ 1,125,000	\$ 4,075,000
SDC								
TOTAL	\$ 550,000	\$ 461,518	\$ 720,000	\$ 525,000	\$ 795,000	\$ 910,000	\$ 1,125,000	\$ 4,075,000

PROJECT DETAIL

Project Name: Vehicle Replacement **Project Number:** Various
Project Subprogram: Capital Delivery/Fleet **Fund:** 639
Project Status: Active

Project Description:

This project pool replaces aging fleet including vehicles used for line and facility maintenance, sampling, biosolids, surface water, and district support functions. Specific vehicle purchases will be determined during each fiscal year and are based on an assessment that weighs the costs of maintenance versus the costs of replacement and includes such criteria as miles driven, hours used, age of equipment, and economic life. The goal of this project pool is to systematically replace District vehicles to minimize the impact on rates without adversely impacting service levels.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 160,000	\$ 187,162						
SDC								
WES								
CONST			\$ 275,000	\$ 465,000	\$ 246,000	\$ 242,000	\$ 160,000	\$ 1,388,000
SDC								
TOTAL	\$ 160,000	\$ 187,162	\$ 275,000	\$ 465,000	\$ 246,000	\$ 242,000	\$ 160,000	\$ 1,388,000

PROJECT DETAIL

Project Name: Asset Management - Renewal and Replacement **Project Number:** Various
Project Subprogram: Capital Delivery/Tri-City WRRF **Fund:** 639
Project Status: Active

Project Description:

These funds are reserved for small projects related to operational assets which are capital in nature, including small pump replacements, minor system and process updates, and small machinery. The intent is to replace or upgrade high risk assets efficiently thereby maintaining effective treatment plant operations. Specific efforts in this fund will include electrical updates, instrumentation upgrades, and process HVAC system improvements.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST								
SDC								
WES								
CONST	\$ 400,000	\$ 123,160	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
SDC								
TOTAL	\$ 400,000	\$ 123,160	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000

PROJECT DETAIL

Project Name: Asset Management - Renewal and Replacement **Project Number:** Various
Project Subprogram: Capital Delivery/Kellogg Creek WRRF **Fund:** 639
Project Status: Active

Project Description:

These funds are reserved for small projects related to operational assets which are capital in nature, including small pump replacements, minor system and process updates, and small machinery. The intent is to replace or upgrade high risk assets efficiently thereby maintaining effective treatment plant operations. Specific efforts for this fund include electrical updates, sump pump replacements, and instrumentation upgrades.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 650,000	\$ 36,547						
SDC								
WES								
CONST			\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
SDC								
TOTAL	\$ 650,000	\$ 36,547	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000

PROJECT DETAIL

Project Name: Pump Station Improvements **Project Number:** Various
Project Subprogram: Capital Delivery/Collection System **Fund:** 639
Project Status: Active

Project Description:

These funds are reserved for renewal and replacement of pump station assets to increase reliability. Specific efforts in this project class include electrical updates, pump replacements, and instrumentation upgrades.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1								
CONST	\$ 410,949	\$ 105,837						
SDC								
WES								
CONST	\$ 39,051	\$ 71,754	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,250,000
SDC								
TOTAL	\$ 450,000	\$ 177,591	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 2,250,000

DRAFT

APPENDIX B

SUMMARY OF FUNDED SURFACE WATER PROJECTS

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 2,480,000	\$ 2,274,905	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SDC	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WES								
CONST	\$ -	\$ -	\$ 2,480,000	\$ 660,000	\$ 658,000	\$ 655,000	\$ 653,000	\$ 5,106,000
SDC	\$ -	\$ -	\$ 500,000	\$ 700,000	\$ -	\$ -	\$ -	\$ 1,200,000
TOTAL	\$ 2,680,000	\$ 2,274,905	\$ 2,980,000	\$ 1,360,000	\$ 658,000	\$ 655,000	\$ 653,000	\$ 6,306,000

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PROJECT DETAIL

Project Name: Carli Creek Enhancement and Water Quality Project **Project Number:** P641962
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

CCSD#1 purchased the 15-acre Carli Property in January 2012 in order to construct a regional water quality facility that will remove pollutants in runoff from developed industrial areas. The project will re-route urban runoff through a regional stormwater quality facility that will reduce negative impacts of high storm flows and pollutants in the creek; restore nearly 3,000 feet of critical salmon and steelhead rearing habitat; and provide regional stormwater management for future development in the Carli Creek watershed.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 2,000,000	1,803,008						
SDC								
WES								
CONST			\$ 1,250,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 1,450,000
SDC								
TOTAL	\$ 2,000,000	1,803,008	\$ 1,250,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 1,450,000

PROJECT DETAIL

Project Name: Mt. Scott Creek Oak Bluff Reach Restoration **Project Number:** P642207
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

Development in the Mt Scott Creek watershed has significantly altered hydrology and sediment inputs, resulting in flashier peak flows, flooding and transport of sediment out of the project reach. Reduction of riparian vegetation and wood from the channel has reduced stream complexity. Steelhead, cutthroat and coho salmon use this reach, but in low numbers. Banks are unstable in portions of the project area. This project will improve habitat and stabilize streambanks by installing large woody debris (LWD), creating an approximately 1.5 acre backwater habitat, removing a small culvert that is a barrier to off-channel habitat, and replacing invasive vegetation with native plants over approximately 12 acres.

Project also includes partnering with watershed council and ODFW, volunteer planting events, new trail and interpretive signs, and monitoring to ensure the project meets objectives.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 30,000	\$ 203,393						
SDC								
WES								
CONST			\$ 520,000	\$ 10,000	\$ 8,000	\$ 5,000	\$ 3,000	\$ 546,000
SDC								
TOTAL	\$ 30,000	203,393	\$ 520,000	\$ 10,000	\$ 8,000	\$ 5,000	\$ 3,000	\$ 546,000

PROJECT DETAIL

Project Name: Storm System Master Plan

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 642

Project Status: Active

Project Description:

WES is preparing a Stormwater Master Plan on behalf of Clackamas County Service District No. 1 (CCSD#1) and the City of Happy Valley. The Plan will provide capital improvement projects and priorities, system management and maintenance recommendations, programmatic recommendations, and recommendations for funding needs and strategies. The list of capital improvements will serve as a basis for completing SDC eligible projects, and may be used to update WES's surface water SDC amount.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST								
SDC								
WES								
CONST								
SDC			\$ 300,000	\$ 200,000				\$ 500,000
TOTAL		-	\$ 300,000	\$ 200,000				\$ 500,000

PROJECT DETAIL

Project Name: Rock Creek Confluence Site Maintenance

Project Number: TBD

Project Subprogram: Watershed Protection

Fund: 649

Project Status: Active

Project Description:

Site maintenance for FY 2018-19 consists of correcting any issues found with continued monitoring of in-stream elements and plant survival. This may include hiring a contractor for spot control of weeds, re-planting trees and shrubs, correcting in-stream elements, or maintenance that may be needed for the shelter.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST		\$ 16,255						
SDC								
WES								
CONST			\$ 10,000					\$ 10,000
SDC								
TOTAL		16,255	\$ 10,000					\$ 10,000

PROJECT DETAIL

Project Name: Small Projects **Project Number:** Various
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

Small Projects include vegetation management services, maintenance projects, and small drainage projects within the District. Vegetation management services may include weed control, planting native vegetation, seeding, and monitoring and maintenance for two to three years following initial treatment. Other small projects may include work to improve drainage issues when flooding is caused by District owned stormwater infrastructure, installing small low impact development facilities such as rain gardens, and repairs or regular maintenance of existing stormwater infrastructure.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 200,000	\$ 64,071						
SDC								
WES								
CONST			\$ 450,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,850,000
SDC								
TOTAL	\$ 200,000	64,071	\$ 450,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,850,000

PROJECT DETAIL

Project Name: Detention Pond Repair/Rehab **Project Number:** Various
Project Subprogram: Watershed Protection **Fund:** 649
Project Status: Active

Project Description:

WES is planning to remove silt and vegetation from 4-6 detention ponds to return the ponds to their original design. Since the original installation, the ponds have become overgrown with vegetation. The pond bottoms are filled with vegetation and silt making them ineffective for stormwater treatment.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST	\$ 250,000	188,178						
SDC								
WES								
CONST			\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
SDC								
TOTAL	\$ 250,000	188,178	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000

PROJECT DETAIL

Project Name: Decant Facility

Project Number:

Project Subprogram: Watershed Protection

Fund: 642

Project Status: Active

Project Description:

Project includes design and construction of a regional decant facility that would potentially serve multiple entities including local jurisdictions. The existing decant facility is under-sized and an assessment of potential facility location, partners, regional needs and customer relationships will be performed.

Project Costs:

FUNDING SOURCE	FY 17/18 BUDGET	FY 17/18 REVISED	FY 18/19 PROJECTED	FY 19/20 PROJECTED	FY 20/21 PROJECTED	FY 21/22 PROJECTED	FY 22/23 PROJECTED	TOTAL FY 18-23 PROJECTED
CCSD1 SW								
CONST								
SDC	\$ 200,000	-						
WES								
CONST								
SDC			\$ 200,000	\$ 500,000				\$ 700,000
TOTAL	\$ 200,000	-	\$ 200,000	\$ 500,000				\$ 700,000





Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Improvement Contract
between Water Environment Services and Northstar Chemical, Inc. for the
Chemical Supply for Water Environment Services

Purpose/Outcomes	Execution of the contract between Water Environment Services ("WES") and Northstar Chemical for the Chemical Supply needs of the various WES plants.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$500,000.00 annually, with a total contract value of \$3,200,000.00.
Funding Source	WES Operations Fund. No General Funds involved.
Duration	June 30, 2022 with the option for two (2) additional two (2) year renewals.
Previous Board Action	N/A
Strategic Plan Assignment	<ol style="list-style-type: none">1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure.2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Contact Person	Darren Eki, Plant Operations Supervisor 503-557-2804

BACKGROUND:

Clackamas County Water Environment Services (WES) provides wastewater management services to over 150,000 people in Clackamas County, Oregon and operates multiple wastewater treatment plants; all of which utilize chemicals for process control.

WES includes the Tri-City WRRF, located in Oregon City servicing Happy Valley, West Linn, Gladstone and Oregon City; Kellogg Creek WRRF (formerly known as the Kellogg Creek WPCP) located in Milwaukie, serving Happy Valley, unincorporated North Clackamas County and wholesale customers in the City of Milwaukie and Johnson City, as well as the Hoodland Sewage Treatment Plant (STP), located in Welches serving the Mt. Hood Recreational Corridor of Clackamas County. The Boring STP serves the community of Boring.

Clackamas County WES manages all aspects of wastewater including wastewater treatment and biosolids management. Chemical demands at these facilities vary from Influent pH control of the MBR to chlorination/dechlorination of our Effluent. Biosolids processed in the plants' digesters are currently dosed with polymer to initiate coagulation of solids, then hauled and land applied on agricultural lands in Sherman County.

The WES operated treatment facilities utilize various chemicals to meet regulatory compliance requirements. Daily consumption varies upon changes in flow, water quality, and process

control demands. The awarded contracts will be used to fulfill the chemical needs for regulatory compliance and to keep the plants running at optimal efficiency.

PROCUREMENT PROCESS:

The project was requested by Darren Eki and Kim McRobbie. This project was advertised in accordance with ORS and LCRB Rules on November 11, 2018. On December 18, 2018, six (6) proposals were received: Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; Two Rivers Terminal LLC; Hasa, Inc.; and JCI Jones Chemicals. Upon evaluation of the submitted proposals, WES assembled an evaluation committee that scored Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; and Two Rivers Terminal LLC the highest and recommended a contract be awarded to each. Hasa, Inc. and JCI Jones Chemicals were not offered a contract due to their submitted proposals being incomplete and failing to provide pricing.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contracts between Water Environment Services and Northstar Chemical, Inc. for the Chemical Supply for Water Environment Services with a contract amount not to exceed \$500,000.00 annually, with a total contract value of \$3,200,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the BCC agenda _____ by Procurement.



GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this “Contract”) is entered into between **Northstar Chemical, Inc.** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”) for the purposes of providing chemical supply and delivery to Water Environment Services.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022**. This Contract may be renewed for two (2) additional two (2) year terms upon written approval of both parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2018-104 Chemical Supply for Water Environment Services published November 15, 2018 inclusive of Addenda #1, attached and hereby incorporated by reference as Attachment “A.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as Attachment “B.” Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representatives for this contract are: Darren Eki and Kim McRobbie.

III. COMPENSATION

1. **PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **five hundred thousand dollars (\$500,000.00)** and the total Contract compensation shall not exceed **three million dollars (\$3,000,000.00)**.
2. **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.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. 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. Invoices shall be submitted to the District’s Representative at: Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045 or vial email to deki@clackamas.us or kmcrobbie@clackamas.us.

IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and 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 its 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

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 federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon 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.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. 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, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve 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; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the

coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), 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. 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights

relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- A. Performance Warranty.** Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.
- B. Service Warranty.** Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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. SUBCONTRACTS 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 Sections 1, 8, 13, 15, and 27 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. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

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 CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, 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 or objects or other tangible things needed to complete the work.

22. 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.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. 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.

25. 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.

26. 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.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing 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.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. 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.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. 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.

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

Northstar Chemical, Inc.

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

Telephone Number

522213-80

Oregon Business Registry #

Approved as to Form:

FBC/Washington

Entity Type / State of Formation

County Counsel

Date

ATTACHMENT A
RFP #2018-104 Chemical Supply for Water Environment Services
Published November 15, 2018

**ATTACHMENT B
CONTRACTOR'S PROPOSAL**



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Improvement Contract between Water Environment Services and Two Rivers Terminal, LLC for the Chemical Supply for Water Environment Services

Purpose/Outcomes	Execution of the contract between Water Environment Services (“WES”) and Two Rivers Terminal, LLC for the Chemical Supply needs of the various WES plants.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$100,000.00 annually, with a total contract value of \$645,000.00.
Funding Source	WES Operations Fund. No General Funds involved.
Duration	June 30, 2022 with the option for two (2) additional two (2) year renewals.
Previous Board Action	N/A
Strategic Plan Assignment	<ol style="list-style-type: none">1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure.2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Contact Person	Darren Eki, Plant Operations Supervisor 503-557-2804

BACKGROUND:

Clackamas County Water Environment Services (WES) provides wastewater management services to over 150,000 people in Clackamas County, Oregon and operates multiple wastewater treatment plants; all of which utilize chemicals for process control.

WES includes the Tri-City WRRF, located in Oregon City servicing Happy Valley, West Linn, Gladstone and Oregon City; Kellogg Creek WRRF (formerly known as the Kellogg Creek WPCP) located in Milwaukie, serving Happy Valley, unincorporated North Clackamas County and wholesale customers in the City of Milwaukie and Johnson City, as well as the Hoodland Sewage Treatment Plant (STP), located in Welches serving the Mt. Hood Recreational Corridor of Clackamas County. The Boring STP serves the community of Boring.

Clackamas County WES manages all aspects of wastewater including wastewater treatment and biosolids management. Chemical demands at these facilities vary from Influent pH control of the MBR to chlorination/dechlorination of our Effluent. Biosolids processed in the plants’ digesters are currently dosed with polymer to initiate coagulation of solids, then hauled and land applied on agricultural lands in Sherman County.

The WES operated treatment facilities utilize various chemicals to meet regulatory compliance requirements. Daily consumption varies upon changes in flow, water quality, and process control demands. The awarded contracts will be used to fulfill the chemical needs for regulatory compliance and to keep the plants running at optimal efficiency.

PROCUREMENT PROCESS:

The project was requested by Darren Eki and Kim McRobbie. This project was advertised in accordance with ORS and LCRB Rules on November 11, 2018. On December 18, 2018, six (6) proposals were received: Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; Two Rivers Terminal LLC; Hasa, Inc.; and JCI Jones Chemicals. Upon evaluation of the submitted proposals, WES assembled an evaluation committee that scored Northstar Chemical, Inc.; Cascade Columbia Distribution Company; Univar USA, Inc.; and Two Rivers Terminal LLC the highest and recommended a contract be awarded to each. Hasa, Inc. and JCI Jones Chemicals were not offered a contract due to their submitted proposals being incomplete and failing to provide pricing.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contracts between Water Environment Services and Two Rivers Terminal, LLC for the Chemical Supply for Water Environment Services with a contract amount not to exceed \$100,000.00 annually, with a total contract value of \$645,000.00.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the BCC agenda _____ by Procurement.



GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this “Contract”) is entered into between **Two Rivers Terminal, LLC** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”) for the purposes of providing chemical supply and delivery to Water Environment Services.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022**. This Contract may be renewed for two (2) additional two (2) year terms upon written approval of both parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2018-104 Chemical Supply for Water Environment Services published November 15, 2018 inclusive of Addenda #1, attached and hereby incorporated by reference as Attachment “A.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment “A”, and the Contractor’s Proposal attached and hereby incorporated by reference as Attachment “B.” Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representatives for this contract are: Darren Eki and Kim McRobbie.

III. COMPENSATION

1. **PAYMENT.** The District agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **one hundred thousand dollars (\$100,000.00)** and the total Contract compensation shall not exceed **six hundred thousand dollars (\$600,000.00)**.
2. **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.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. 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. Invoices shall be submitted to the District’s Representative at: Water Environment Services, 150 Beaver Creek Road, Oregon City, Oregon 97045 or vial email to deki@clackamas.us or kmcrobbie@clackamas.us.

IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and 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 its 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. Such books and records shall be maintained by Contractor for a minimum of three (3) 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. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

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 federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon 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.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. 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, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve 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; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the

coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), 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. 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights

relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- A. Performance Warranty.** Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.
- B. Service Warranty.** Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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. SUBCONTRACTS 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 Sections 1, 8, 13, 15, and 27 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. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

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 CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation 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, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, 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 or objects or other tangible things needed to complete the work.

22. 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.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. 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.

25. 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.

26. 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.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing 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.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. 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.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. 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.

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

Two Rivers Terminal, LLC

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

Telephone Number

195445-92

Oregon Business Registry #

Approved as to Form:

FLLC/Washington

Entity Type / State of Formation

County Counsel

Date

ATTACHMENT A
RFP #2018-104 Chemical Supply for Water Environment Services
Published November 15, 2018

**ATTACHMENT B
CONTRACTOR'S PROPOSAL**



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Amendment with Kennedy/Jenks Consultants, Inc.
for the Tri-City Hypochlorite Disinfection Project**

Purpose/Outcomes	Approval of Contract Amendment #1
Dollar Amount and Fiscal Impact	The original maximum contract value was \$449,492.00 The value of this amendment is \$162,177.00 Total Contract Value \$611,669.00
Funding Source	639-01-20100-481020-P632227
Safety Impact	This design will retire the current chlorine gas disinfection system and replace it with a safer sodium hypochlorite disinfection system.
Duration	The contract will terminate on January 31, 2020
Previous Board Action	Approval of Original Contract
Contact Person	Jeff Stallard, Ext 4694

BACKGROUND

Water Environment Services is in the process of designing a replacement system for the gaseous chlorine (Cl₂) for disinfection system moving toward using Sodium Hypochlorite for disinfection. The original design scope included a task for condition assessment of the sodium bisulfite. This assessment revealed improvements needed to be made to the system to ensure long term reliability. In an effort to take advantage of the temporary system shutdowns required to construct the hypochlorite conversion, rehabilitation on the non-potable pump station is being included as part of this project.

This amendment will accomplish the following:

- Design the Upgrades necessary for the Sodium Bi-Sulfite System, including replacing the exterior chemical storage tanks, exterior piping, and a truck offloading system.
- Design improvements to the non-potable water pump station, taking advantage of the construction impacts required for the Hypochlorite conversion project.
- Upgrade suction location for non- potable water pump station to provide a more reliable and higher quality non-potable water that is used throughout the plant.
- Replace all of the outdated non-potable water pumps and update controls for the non-potable water pump station
- Provide office engineering services during construction as well as start up support. CM services provided by others.

PROCUREMENT PROCESS:

This project was originally advertised in accordance with ORS an LCRB Rules on December 26, 2017, Proposals were opened on January 23, 2017. One Proposal was received and notice of

intent to award after a full evaluation of the received Proposal was publicly posted on February 2, 2018.

County Counsel has reviewed and approved this amendment.

RECOMMENDATION:

Staff recommends the Board approve and sign the amendment with Kennedy/Jenks Consultants, Inc. to design and provide engineering services during construction for the Tri-City Hypochlorite Disinfection project.

Respectfully submitted,



Greg Geist, Director
Water Environment Services

Placed on the _____ Agenda by the Procurement Division

AMENDMENT #1

TO THE CONTRACT DOCUMENTS WITH KENNEDY/JENKS CONSULTANTS, INC. FOR TRI-CITY HYPOCHLORITE DISINFECTION

This Amendment #1 is entered into between Kennedy/Jenks Consultants, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on May 17, 2018 (“Contract”).

The Purpose of the Amendment #1 is to make the following changes to the Contract:

- 1. Article 1 – Effective Date and Duration** is hereby amended as follows:
The Contract termination date is hereby changed from June 30, 2019 to **January 31, 2020**.

- 2. Exhibit C Mutually Agreed Upon Scope of Work** is hereby amended as follows:
The purpose of this Amendment is to add non-potable water pump station and sodium bisulfite improvements into the current hypochlorite project. The additions to the Mutually Agreed upon Scope of Work are attached as “**Exhibit C – Supplement 1**” and hereby incorporated by reference.

- 3. Article 1 – Consideration** is hereby amended as follows:
The additional Compensation as associated with the updated Scope of Work is outlined per the attached Fee Schedule in **Exhibit “D”**, attached and hereby incorporated by reference. The additional Consideration authorized is **\$162,177.00**. The total Contract Compensation shall not exceed \$611,669.00.

Original Contract	\$ 449,492.00
Amendment #1	\$ 162,177.00 + Time Extension
Total Amended Contract	\$ 611,669.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Kennedy/Jenks Consultants, Inc.
421 SW 6th Ave., Ste. 1000
Portland, OR 97204

Water Environment Services

Authorized Signature

Chair

Name/ Title (Printed)

Recording Secretary

Date

Date

015461-26 FBC / California
Oregon Business Registry Number

Approved as to Form:

County Counsel

Date