

AGENDA

***Revised**

Added Wildfire Update. I II.1,
III.1, 2

Thursday, February 4, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-06

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wild Fire Updates**

- *1. Approval of Intergovernmental Agreement (IGA) with the State of Oregon for County Right-of-Way (ROW) Hazard Tree Removal and Private Property Debris Removal (PPDR).

*****COVID Updates**

I. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

II. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

***A. TOURISM AND CULTURAL AFFAIRS**

- *1. Approval of the Lease Amendment for the Tourism Office Space in West Linn.

III. WATER ENVIRONMENT SERVICES CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

- *1. Approval of Contract between Water Environment Services and Apsco, LLC for the Grit and Septage Pump Replacement Project

- *2. Approval of a Resolution Allowing the Reduction of Interest Collected on Certain Existing Assessments for Water Environment Services

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 210
Oregon City, OR 97045

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clackamas.us

February 4, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement (IGA) with the State of Oregon for County Right-of-Way (ROW) Hazard Tree Removal and Private Property Debris Removal (PPDR).

Purpose/ Outcomes	Intergovernmental Agreement with Oregon Department of Transportation (ODOT) to facilitate removal of hazard trees on the County Right-of-Way and on private properties approved for cleanup.
Dollar Amount and Fiscal Impact	No cost to the County for direct debris removal under this IGA. Costs incurred by the State of Oregon in carrying out this work shall be borne by the State at no cost to the County. As will be described in an upcoming Board agenda item, however, the coordination and liaison functions acknowledged by this IGA will result in costs in support of wildfire recovery debris removal, as the County works with ODOT and its debris contractors. In a subsequent agenda item, staff will recommend reactivating the County's debris monitoring contractor to accomplish this, seeking Board authorization for up to \$228,000, for which the County will seek 75% reimbursement.
Funding Source	No funding source is required.
Duration	Upon signature by the Board and signature by the State, this IGA will remain in effect for 2 years.
Strategic Plan Alignment	1) How does this item align with your Department's Strategic Business Plan goals? Work to support recovery by removing wildfire debris aligns with both the mission of the Disaster Management Department including disaster recovery, and Department of Transportation and Development's mission to support disaster debris management and transportation safety. 2) How does this item align with the County's Performance Clackamas goals? Work to support recovery by removing wildfire debris helps to <i>ensure safe, healthy and secure communities</i> by removing hazards to public health, the environment, and the travelling public.
Previous Board Action	On October 26 th , 2020 per Board approval authorized the Disaster Manager to send to the State a "Notice of Request / Intent to Conduct Debris Removal from Private Property in Clackamas County"
County Counsel Review	The IGA has been reviewed and cleared by County Counsel. (2/1/21, JM)
Procurement Review	No. Procurement review is not applicable. Item is a no cost IGA.
Contact Person	Nancy Bush (503) 655-8665 / Eben Polk (503) 422-1520

BACKGROUND:

Clackamas County experienced devastating wildfires in September 2020. Approximately 60 homes and over 200 outbuildings were destroyed. In addition, approximately 3,000 - 5,000 burned trees within the right-of-way of County roads require removal to prevent hazards to the travelling public. Through a local, state and federal effort, hazardous materials were collected and removed at no cost to property owners from many who opted in. The State of Oregon subsequently offered to perform further debris removal on private properties, covering the entire cost of the contracts for cleanup. Through a unified approach approximately 60 property owners filled out Right of Entry (ROE) forms and requested PPDR assistance.

On October 26th, 2020 the Board authorized a letter to the State providing "Notice of Request / Intent to Conduct Debris Removal from Private Property in Clackamas County". On October 28, 2020, Governor Brown issued Executive Order 20-60, identifying the Oregon Department of Transportation as the lead agency for statewide disaster debris efforts and authorizing ODOT to enter into contracts to perform the work. In turn, on November 20, 2020, the Oregon Department of Transportation, on behalf of the state, formally requested FEMA approval for public assistance in removing disaster debris from public and private property. These communications allowed FEMA to consider and approve public assistance funding for private property debris removal. These plans included state coverage of the 25% local cost share for debris removal.

While the state sought contracts and developed a Debris Removal Operations Plan, Clackamas County identified the need for greater clarity on debris cleanup roles, responsibilities and costs. Through mutual agreement an Intergovernmental Agreement (IGA) was determined to be the proper document for this purpose. The subject IGA clarifies roles and responsibilities and specifies that all costs for debris removal contracts will be paid by the State. The IGA also recognizes and defines the role of the County Field Liaison. The IGA includes an Exhibit covering "Hazard Tree Mitigation and Removal Process in Clackamas County Right-of-Way". This Exhibit is important as trees along the County ROW belong to the property owner and are managed differently than trees on the State Right-of-Way.

RECOMMENDATION:

Staff respectfully recommends the Board:

- 1) Approve the Intergovernmental Agreement between the State of Oregon and Clackamas County concerning the removal of hazard trees on the County ROW and the removal of debris from private properties; and,
- 2) Authorize the Director of Disaster Management to request that ODOT expand debris removal operations beyond private property to include removal of hazard trees on County right-of-way and clean-up of wildfire debris on other public property as may be identified during removal operations.

Respectfully submitted,



Nancy Bush
Director
Disaster Management

INTERGOVERNMENTAL AGREEMENT
Wildfire Recovery Operations; Step 2 Cleanup Activities

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. On August 20, 2020, pursuant to ORS 401.165 *et seq.*, the Governor of Oregon declared a State of Emergency due to the imminent threat of wildfire in Executive Order No. 20-35.
3. Pursuant to ORS 401.168 and 401.178 and by the authority granted in Executive Order No 20-60, Proclamation of State of Emergency to Support Ongoing Recovery From Catastrophic Wildfires, ODOT has been directed to lead step 2 cleanup activities and authorized to conduct procurements and enter into contracts and agreements to perform any tasks necessary to effectuate clearance or removal operations in the geographic scope of the wildfire disaster emergency ("disaster recovery area"), which includes Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn and Marion Counties.
4. Pursuant to Executive Order No. 20-60, ODOT has awarded and is continuing to pursue contracts in support of step 2 cleanup activities to include but not limited to professional monitoring services of hazard tree and debris removal; removal of hazardous trees; and removal of debris. The services or work provided as a result of these contracts are in direct support of the step 2 of the cleanup process, which includes the removal of ash and debris for homes and businesses in the disaster recovery area.
5. The State of Oregon is working with the Federal Emergency Management Agency ("FEMA") to determine funding eligibility in each county to include, but not limited to private property debris, cars, hazard trees, concrete removal, confirmation testing, and commercial properties including mobile home parks.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. It is the intent of Parties to document in this Agreement, the coordinated efforts of the Parties for wildfire recovery step 2 cleanup activities led by ODOT. Step 2 cleanup led

by ODOT comprises any tasks necessary to effectuate clearance or removal operations in the disaster recovery area including but not limited to:

- a. Removal of hazardous trees and debris that pose a threat to the traveling public.
 - b. Work activities along ODOT right of way ("R/W") and in other areas where requested by the Agency.
 - c. Wildfire debris removal for private properties where ODOT has received Right of Entry's ("ROE's") forms which includes but is not limited to ash and debris, hazard trees, burnt vehicles and concrete foundations.
2. The term of this Agreement shall begin the date all required signatures are obtained and shall be in effect for a period of two (2) years. The Agreement may be extended at any time by mutual consent of the Parties in the form of a written amendment to this Agreement.
 3. The Parties agree to work in partnership throughout delivery of the services and work supporting step 2 cleanup activities to include, but not limited to having open and regular communications on all matters relating to activities regarding their respective county. As used in this section, "all matters" include but is not limited to scheduling, right of entry, and the overall process including changes.
 4. The Parties acknowledge that ODOT is the State of Oregon department leading the procurements and entering into contracts and agreements to perform any step 2 cleanup activity necessary to effectuate clearance or removal operations in the disaster recovery area.

AGENCY OBLIGATIONS

1. Agency shall designate a representative to attend meetings designated by ODOT for matters relating to step 2 cleanup activities and receive official notices under this Agreement. Attendance to meetings by teleconference or video conference is acceptable.
2. Agency shall provide ODOT with a written request for step 2 cleanup activities that are not addressed in the private property debris removal ("PPDR"). Step 2 cleanup activities include but are not limited to removal of hazard trees and debris within Agency R/W, parks, public water sources and Agency owned and maintained properties. Written request(s) must be received by ODOT within **3 months** after the Parties have executed this Agreement. Should additional locations requiring step 2 cleanup activities be discovered during the agreement term, not identified initially despite reasonably diligent efforts, such additional cleanup requests shall be requested in writing within 14 days of discovery.

Each written request must include at a minimum the specific location (the "Cleanup Location") including as needed, map and tax lot, address, road designation and limits

of the request (e.g. mile post to mile post), R/W limits, estimated quantities of structural debris and hazard trees. The request must also include the lawful documentation that demonstrates that ODOT or their agents have the legal right to access said property and document access points to the Cleanup Location and designate surrounding areas of the Cleanup Location that may be seriously or directly affected by step 2 cleanup activities (the "Impacted Area").

After the request is acknowledged by ODOT, ODOT or its contractor will provide an estimated time for the completion of step 2 cleanup activities. For each Cleanup Location, Agency shall provide a photograph or video or both to ODOT that shows the Cleanup Location and Impacted Area. The photograph or video or both must have been taken no more than **72 business hours** (not including Sat.-Sun. or holidays) prior to step 2 cleanup activities starting. Photography, video or both must clearly show the current condition(s) of the Cleanup Location and Impacted Area. Agency, at their own accord, shall be responsible for photography or video of the Cleanup Location and Impacted Area during the performance and at the completion of step 2 cleanup activities.

3. Agency shall coordinate with ODOT and local jurisdictions in their respective county when issues arise that may impact or delay step 2 cleanup activities contracted by ODOT. The Agency will perform the duties as described in Exhibit A: "Hazard Tree Mitigation and Removal Process in Clackamas County Right-of-Way Under Step 2 Cleanup of Debris from 2020 Wildfire Disaster".
4. Agency shall identify to ODOT their highest priority areas so that services and work may be prioritized appropriately and consistent with their needs when requests are made for step 2 cleanup activities.
5. The Agency's representative will designate a field liaison, to coordinate step 2 cleanup activities including private property debris removal activities. The field liaison, or delegate, shall be the Agency's primary point of contact for property owners, ODOT and contractors when questions arise in the field. The field liaison, or delegate, shall be present if possible when work is initiated on individual properties and on an as needed, basis, throughout the remainder of the step 2 cleanup process. The field liaison, or delegate, shall assist in troubleshooting conflicts and provide local input on general work practices, safety and health and environmental protection. The field liaison, or delegate, will coordinate with ODOT on managing public inquiries in the field and direct media inquiries to the appropriate Agency / ODOT Public Information Officer. ODOT contract managers shall utilize the field liaison, or delegate, as their primary contact for debris removal activities on private property.

ODOT OBLIGATIONS

1. ODOT will lead the performance of any tasks necessary to effectuate the step 2 cleanup activities in disaster recovery area including but not limited to:

- a. Removal of hazardous trees and debris that pose a threat to the traveling public.
 - b. Work activities along ODOT R/W and in other areas where requested by the Agency.
 - c. Wildfire debris removal for private properties where ODOT has received ROE's which includes but is not limited to ash and debris, hazard trees, burnt vehicles and concrete foundations.
2. ODOT is solely responsible for the costs associated for the step 2 cleanup activities performed by ODOT under this Agreement, or work provided as a result of step 2 of the wildfire recovery cleanup process contracts to include but not limited to the non-federal share and any non-FEMA eligible costs. ODOT is solely responsible for seeking maximum reimbursement from FEMA for step 2 cleanup activities to include, but not limited to private property debris, cars, hazard trees, concrete removal, confirmation testing, and commercial properties including mobile home parks. ODOT will not seek contribution or reimbursement from the Agency for any of the costs associated for the step 2 cleanup activities performed by ODOT under this Agreement.
3. For locations outside of the PPDR, ODOT will acknowledge receipt of written requests submitted by Agency for Cleanup Locations. ODOT will not perform services at Cleanup Locations until a proper written request is received, acknowledged and ODOT confirms the Cleanup Location.

ODOT will make good faith efforts to restore Impacted Areas to the current conditions as shown in the photograph or video received from the Agency prior to step 2 cleanup activities beginning. ODOT will not make improvements or develop Impacted Areas as part of the step 2 cleanup activities.

4. ODOT will designate an ODOT representative who will be responsible for coordination and communication with the Agency and provide notification to the Agency on ODOT led meetings for matters relating to step 2 cleanup activities that require Agency attendance. ODOT will perform the duties described in Exhibit A: "Hazard Tree Mitigation and Removal Process in Clackamas County Right-of-Way Under Step 2 Cleanup of Debris from 2020 Wildfire Disaster".

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of the Parties upon thirty (30) days' notice, in writing.
2. ODOT may terminate this Agreement, effective upon delivery of written notice to the Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If the Agency fails to perform any of the other provisions of this Agreement, in accordance with its terms, and after receipt of written

notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.

- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT, or any other Party or Parties with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim.
5. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each Party agrees to indemnify, defend, and hold harmless the other Parties and their officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying Party's negligence in the performance of or failure to perform under this Agreement.
6. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. The Parties acknowledge and agree that the Agency, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records will be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
8. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the

foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.
10. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties.
11. This Agreement may be executed in several counterparts (email or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
12. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Signature Page to Follow

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County, by and through its by and through its Elected Officials

STATE OF OREGON, by and through its Department of Transportation

By _____

By _____

Date _____

Date _____

By _____

APPROVAL RECOMMENDED

Date _____

By _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

Date _____

By  _____
Agency's Counsel

By _____

Date _____

Date 2/2/2021 _____

By _____

Date _____

Agency Contact:

Name: Eben Polk
Title: Debris Manager
Address: 150 Beaver Creek Road, Oregon City, OR
Phone: 503-205-2678 (m); 503-742-4470 (o)
E-Mail: epolk@clackamas.us

APPROVED AS TO LEGAL SUFFICIENCY: Not Required

ODOT Representative:

Name: Anna Henson
Title: North Operations Chief
Phone: 503-986-2639 Cell: 971-707-2020
E-Mail: Anna.HENSON@odot.state.or.us

Exhibit A. Hazard Tree Mitigation and Removal Process in Clackamas County Right-of-Way Under Step 2 Cleanup of Debris from 2020 Wildfire Disaster

1. Clackamas County provides support documents to ODOT including Arborist Surveys, Right-of-Way maps and other relevant documents as available.
2. ODOT marks hazard trees in the Clackamas County Right-of-Way and in turn provides Clackamas County GPS coordinates for hazard trees, in order for Clackamas County to assist in identifying property ownership, address, and available contact information.
3. Clackamas County provides available point-of-contact information to ODOT for trees identified in step two, above.
4. ODOT conducts required historical, cultural and environmental reviews, and obtains permits if required prior to commencing work.
5. ODOT contacts property owners to notify them of the pending work, determine whether hazard trees are to be flush-cut, and left, or flush-cut and removed. If the property owner is not responsive within a time frame approved by ODOT and the County, default shall be flush-cut and left. County supports and supplements communication with property owners.
6. FEMA-eligible stumps with greater than 50% of the root ball exposed shall be removed and the hole filled with compacted soil.
7. FEMA-eligible stumps with less than 50% of the root ball exposed shall be flush-cut and left in place. No filling is required.
8. ODOT removes hazard trees limbs and stumps identified for removal, on the Clackamas County Right-of-Way in a safe and efficient manner with minimal impact to local traffic.
9. ODOT will distribute chips (hog fuel) no more than three (3) inches deep only on areas where soil has been disturbed by hazard tree removal. Such material will not be placed in or near drainages, wetlands, streams, or water bodies to avoid blockages or impedances to water flow. ODOT loads, hauls, reduces and disposes of all other vegetative material off-site, excluding trees to be left onsite as indicated by the property owner or if property owner is non-responsive. No excess slash, chips or vegetative material shall be left on the Clackamas County Right-of-Way.
10. ODOT and Clackamas County jointly provide timely and clear information to the public concerning hazard tree removal.
11. ODOT provides to Clackamas County a summary report documenting all activities following the conclusion of hazard tree removal.

From: Tourism & Cultural Affairs
 RE: 2nd Lease Amendment to Tourism Office Space in West Linn
 Date 02/04/2021

Members of the Board:

Approval of the lease amendment for the Tourism office space in West Linn.

Purpose/Outcome	Amends Tourism’s office space lease at 1830 Blankenship to return 686 square feet to Blackhawk LLLC, the landlord.
Fiscal Impact	Monthly rent is reduced by 15.35%
Funding Source	This lease is paid by Tourism with Transient Room Tax funds.
Duration	This permanent reduce the county’s obligation for the remainder of the ten year lease.
Previous Board Action	Prior board supported negotiated the amendment. Current board discussed and supported the broker engaging with the landlord to discuss options regarding the lease.
Counsel Review	This amendment was reviewed by County Counsel.
Staff Recommendation	Staff and broker support signing the lease amendment.
Contact Person	Samara Phelps samara@mthoodterritory.com
Attached	Lease amendment signed by the property owner

BACKGROUND:

In March of 2018 the county signed a ten year lease for the Tourism Department office space at 1830 Blankenship Rd. Due to the impacts of the pandemic, Tourism reduced staff from 17 positions to 4 in May of 2020. The department no longer requires the office space in West Linn. The county has contracted with a broker to find a sublease for the space. The current lease allows a sublease with the landlord’s approval. The broker will continue to seek a tenant to sublease the remaining office space.

**SECOND AMENDMENT
TO
OFFICE LEASE**

THIS SECOND AMENDMENT (“**Second Amendment**”), dated as of November 24, 2020, is made by and between Blackhawk, LLC (“Lessor”), and Clackamas County, by and through its Department of Tourism and Cultural Affairs (Lessee”), with reference to the following:

WHEREAS, Lessee and Lessor are parties to that certain office lease dated March 14, 2018 (the “**Lease**”), as amended, regarding the Willamette Corporate Center 1830 Blankenship Road, Suite 100 West Linn, Oregon 97068 (the “**Property**”) whose premises area is 4469 square feet;

WHEREAS, Lessor and Lessee have agreed to enter into this Second Amendment to set forth their agreement regarding the matters set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby agree to the following:

1. **Terms.** All initially capitalized terms which are used in this Second Amendment, but not otherwise defined herein, shall have the same meanings as ascribed thereto in the Lease.
2. **Reduction of Space.** Lessor requires 686 square feet to facilitate the requirements of a neighboring tenant of the Property. Within sixty (60) days from the effective date of this Amendment, Lessor shall, at Lessors’ sole cost and expense, perform necessary alterations to reduce the space by installing demising walls, flooring, and any required relocation of electrical, plumbing, lighting, and heating and ventilation fixtures, fittings, and equipment (“**Reduction Work**”). At completion, Lessee’s amended space under the Lease will be 3783 square feet. Other than the reduction of the 686 square feet of space and unreserved parking spaces, described in Section 5 below, Lessor’s actions shall not alter Lessee’s existing use of the Property in any way.

In the event Lessor fails to complete the Reduction Work within sixty (60) days of the execution of this Second Amendment, Lessee’s Base Monthly Rent shall be reduced by an additional ten percent (10%) until the Reduction Work is completed. The ten percent (10%) shall be in addition to the reduction of rent provided under Section 3 of this Second Amendment.

3. **Reduction of Rent.** The Lessee’s Base Monthly Rent shall be reduced by 15.35% to account for the reduction of 686 square feet. The anticipated annual rent as a result of this reduction is attached hereto as Exhibit A and incorporated by this reference herein. The reduction of rent will begin within sixty (60) days from the effective date of this Second Amendment. The

reduction of rent shall become effective regardless of whether the Reduction Work is completed within the sixty-day time period permitted under this Second Amendment.

4. **Reduction of Tenants Proportionate Share.** Immediately upon completion of the Reduction Work, Lessee's Proportionate Share of the Building shall be amended to reflect 18.32%.
5. **Reduction of Parking.** Immediately upon completion of the Reduction Work, Lessee's parking will be amended to reflect 21 unreserved spaces.
6. Notwithstanding anything contained herein, all other terms and conditions of the Lease, and First Amendment to the Lease, will remain in full force and effect.
7. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of said counterparts shall constitute but one and the same instrument. Signatures delivered via facsimile or other electronic means shall be accepted as if original.

IN WITNESS WHEREOF, the undersigned hereby execute this Second Amendment to be effective upon execution by both parties.

LESSOR:

BLACKHAWK, LLC

By: _____


Jeff Parker

Title: Managing Member

12-8-2020
Date

LESSEE:

CLACKAMAS COUNTY, BY AND THROUGH ITS DEPARTMENT OF CULTURAL AFFAIRS

By: _____

Name:

Date

Title:

EXHIBIT A

The following are the anticipated monthly rental payments under the Lease, as amended by this Second Amendment. These amounts may be subject to change under one or more terms and conditions set forth in the Lease, as amended, and are for illustrative purposes only.

Original Square Footage	4469	
Reduction Area Sq. Ft.	686	
Post Reduction Sq. Ft.	3783	
Current Monthly Rent Rate	\$ 2.45	
Schedule of Rents 2021		
January	\$ 10,966.13	
February	\$ 10,966.13	
March	\$ 9,282.81	Commencement of Rent Reduction
April	\$ 9,282.81	
May	\$ 9,282.81	
June	\$ 9,282.81	
July	\$ 9,282.81	
August	\$ 9,282.81	
September	\$ 9,282.81	
October	\$ 9,282.81	
November	\$ 9,282.81	
December	\$ 9,282.81	



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and Apsco, LLC for the
Grit and Septage Pump Replacement Project

Purpose/Outcome	Replacement of aging infrastructure at the Tri City WRRF and Kellogg Creek WRRF. These replacements will renew the capacity of these systems.
Dollar Amount and Fiscal Impact	Total Contract Value of \$239,651.00 until June 30, 2022. This project is part of a budget line from the WES Capital Plan.
Funding Source	639-01-20100-481010-P632299
Duration	Contract until June 30, 2022
Previous Board Action/Review	Issue Discussion 2/2/21, approved to move forward to Business Meeting 2/4/21.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding. 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.
Counsel Review	AK 12/7/2020
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Jeff Stallard, Civil Engineering Supervisor, 503-742-4964
Contract No.	3435

BACKGROUND:

Clackamas Water Environment Services ("WES"), needs to purchase a total of 10 pumps between the two facilities. The existing pumps no longer produce the minimum pressure required for operating conditions resulting in a decreased efficiency and capacity. The new pumps will be replacing existing pumps at the Tri-City and Kellogg Creek Water Recovery Resource Facility. WES will replace 5 pumps during FY 20/21 and 5 pumps during FY 21/22. The pumps selected are a direct replacement to the existing pumps that have been installed for nearly 30-years.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on August 20, 2020. Proposals were opened on September 15, 2020. The County received three (3) proposals from Apsco LLC, Owens Pump and Equipment, and Wastewater Solutions. After review of the base bids Apsco LLC was determined to be lowest responsive bidder.

RECOMMENDATION:

Staff recommends the Board approve the Contract with Apsco, LLC for the Grit and Septage Pump Replacement Project.

Respectfully submitted,

Greg Geist
Director, WES

Placed on the 2/4/2021 Agenda by the Procurement Division.



GOODS AND SERVICES CONTRACT
Contract #3435

This Goods and Services Contract (this “Contract”) is entered into between **APSCO, LLC** (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”) for the purposes of providing Grit and Septage Pumps.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022**. 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 ITB# 2020-60 Grit and Septage Pump Replacement, issued August 20, 2020, attached and hereby incorporated by reference as Exhibit “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, Exhibit “A”, and the Contractor’s Quote attached and hereby incorporated by reference as Exhibit “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 Representative for this contract is: Jeff Stallard.

III. COMPENSATION

- 1. PAYMENT.** The District agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum total Contract compensation shall not exceed **Two Hundred Thirty-Nine Thousand Six Hundred Fifty-One Dollars (\$239,651.00)**.
- 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 Exhibit 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: 150 Beaver Creek Road, Oregon City, Oregon 97045.

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 six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. 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 duplicate pumps provided to the District shall consistently perform with respect to debris, solids, and clogging in the same manner as the existing pumps. The replacement pumps will consistently meet the performance conditions described in Exhibit A.

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 Warranty shall be deemed a material breach of this Contract.

(2) **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.

(3) **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.

(4) **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.

(5) **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.

(6) **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. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (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.

31. 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.

APSCO, LLC

Water Environment Services

Shawn Clark 12/7/2020
Authorized Signature Date

Chair Date

Shawn Clark / Vice President APSCO LLC
Name / Title (Printed)

Recording Secretary

541-602-3016
Telephone Number

Approved as to Form:

174519893

_ Oregon Business Registry #

 12/7/2020
County Counsel Date

LLC / Washington

_ Entity Type / State of Formation

EXHIBIT A
ITB#2020-60
GRIT AND SEPTAGE PUMP REPLACEMENT
Issued August 20, 2020



**INVITATION TO BID
2020-60
ISSUE DATE: August 20, 2020**

Grit and Septage Pump Replacement

**BID DUE DATE AND TIME
September 10, 2020 (2:00 PM, PST)**

SUBMITTAL LOCATION:

**Clackamas County Procurement Division
Attn: George Marlton, Chief Procurement Officer
Public Services Building
2051 Kaen Road
Oregon City, OR 97045**

Procurement@clackamas.us

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	August 20, 2020
Protest of Specifications Deadline	August 27, 2020
Request for Clarification or Change Deadline	September 3, 2020
Bid Due Date and Time.....	September 10, 2020
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	October 2020

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

Bidding Documents can be downloaded from ORPIN at the following address:
<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-60-20.
Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County (“County”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name: Tralee Whitley
 Title: Procurement and Contract Analyst
 Email: twhitley@clackamas.us

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or “ITB” means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. “LCRBR” means the Clackamas County Local Contract Review Board Rules found at: <https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. “Written or Writing” means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

Water Environment Services (“WES”) is seeking to purchase a total of ten (10) horizontal vortex-type slurry pumping unit(s). The design of these units shall be such that they are capable of pumping slurries, which may contain trash, stringy material, organic solids and grit without becoming clogged.

The existing pumps no longer produce the minimum pressure required for operating conditions. The new pumps will be replacing existing pumps at the Tri-City and Kellogg Creek Water Recovery Resource Facility. WES is seeking a pump that will be a direct replacement for the existing pump that will not require any additional construction or adjustment to the existing piping system.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference. Bids must include all freight FOB destination.

3.02 TERMS AND CONDITIONS:

County’s terms and conditions governing the purchase resulting from this ITB are included at Exhibit B, attached and hereby incorporated by reference.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder must be able to provide the product as described and identified in Exhibit A.

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

Complete Bids may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify ITB# 2020-60 Grit and Septage Pump Replacement. Bidders are encouraged to contact Procurement to confirm receipt of the Bid. The Bid, regardless of how it is submitted must contain all of the required information and must have signatures on the required forms and be received by the Closing Date and time indicated in Section 1.01 of the ITB.

Submit Bids (including all required documents) by 2:00 PM PT to:

procurement@clackamas.us

Clackamas County Procurement Division
Attn: George Marlton, Chief Procurement Officer
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Late Bids will not be accepted.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Exhibit C, Certifications, fully completed.
- Exhibit D, References, fully completed.
- Exhibit E, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on ORPIN. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

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

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the projects OPRIN listing for any published Addenda or response to clarifying questions.

7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

- 7.08 MODIFICATION:
Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.
- 7.09 WITHDRAWALS:
A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.
- 7.10 LATE SUBMITTALS:
Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).
- 7.11 BID OPENING:
Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available. The base bid results will be posted to ORPIN.
- 7.12 BIDS ARE OFFERS:
The Bid is the Bidder's offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.
- 7.13 CONTINGENT BIDS:
Bidder shall not make its Bid contingent upon County's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.
- 7.14 RIGHT TO REJECT:
County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County's Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.
- 7.15 AWARDS:
County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.
- 7.16 LEGAL SUFFICIENCY REVIEW:
Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.
- 7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to ORPIN. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 COLLUSION:

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

7.21 NONDISCRIMINATION:

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

7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A REQUIRED SPECIFICATIONS
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BACKGROUND:

The District is looking to replace ten (10) of the existing pumps for its Water Recovery Resource Facilities. The District currently uses Wemco Model C pumps and is looking for a direct replacement or equal to the existing pumps. It is the intent of the District to purchase five (5) of the replacement pumps immediately and the remaining five (5) in Fiscal Year 21/22. (Fiscal Year is July 1- June 30). The pumps must meet the following specifications:

Pumps will be delivered to the following two (2) locations, which will be identified at the time of order.

- Kellogg Pumps shall be delivered to the following address: 11525 SE McLoughlin Blvd, Portland, OR 97222

- Tri-City Pump shall be delivered to the following address: 15941 S Agnes Ave, Oregon City, OR 97045

A. General Requirements

1. QUALITY ASSURANCE

- a. Pump(s) shall be supplied by the manufacturer as specified herein or by an approved equal and shall be designed for use intended in the application described.
- b. Pump(s) shall be furnished with correctly sized motor, V-belt drive and drive guards and be mounted on a common base, as well as supply any other accessories as specifically called out in these specifications. All equipment shall carry a manufacturer’s warranty.
- c. All of the pumps supplied per these specifications shall be the product of a single manufacturer.

2. PERFORMANCES

- a. The pumps shall be designed for continuous operation and will be operated continuously under normal service.
- b. Existing Pump Specifications for replacement:
 - Proposed pumps shall be a direct replacement or equal to for the existing pump listed below.
 - Existing pumps are WEMCO Model C.

B. Table 1

	Existing Pump Install Year	New Pump Purchase Year	Existing Model	Pump Size (in)	Orientation	Capacity (GPM)	Total Differential Head (ft.)	Rotation	Existing Motor Size (HP)
Grit Pump #1 – Tri City WRRF	1984	2020	Wemco Model C	3x3	Right	250	58	CW	15
Grit Pump #2 – Tri City WRRF	1984	2020	Wemco Model C	3x3	Right	250	58	CW	15
Grit Pump #3 – Tri City WRRF	1984	2020	Wemco Model C	3x3	Right	250	58	CW	15
Grit Pump #4 – Tri City WRRF	1984	2021	Wemco Model C	3x3	Left	250	58	CW	15

Grit Pump #5 Tri City WRRF	1984	2021	Wemco Model C	3x3	Left	250	58	CW	15
Grit Pump #6 Tri City WRRF	1984	2021	Wemco Model C	3x3	Left	250	58	CW	15
Grit Pump #1 Kellogg Creek WRRF	1993	2020	Wemco Model C	3x3	Over Head	270	37	CCW	10
Grit Pump #2 – Kellogg Creek WRRF	1993	2020	Wemco Model C	3x3	Over Head	270	37	CCW	10
Septage Pump #1 Tri City WRRF	1984	2021	Wemco Model C	3X3	Left	100/150	48/22	CW	15
Septage Pump #2 Tri City WRRF	1984	2021	Wemco Model C	3X3	Right	100/150	48/22	CW	15

3. PRODUCTS

a. Manufacturers

- Pump(s) shall be the product of Fairbanks Nijhuis®, WEMCO, or approved alternative.

b. Materials

- Wear parts including the volute, impeller, wear plate and suction flange shall be ASTM A532 material with a nominal hardness of 600-650 BHN.
- The bearing housing material shall be ASTM A48CL-30 cast iron.

c. Seal

- Mechanical Seal. The seal shall be John Crane 4610 cartridge mechanical seal, factory installed

d. Finishes

- Pump finish shall be a 2 coat epoxy system suitable for wastewater applications.

4. SERVICE ENVIRONMENT

a. Liquid Pumped

- Pumps shall be specifically designed to pump slurries that may contain solids, rags and grit found in raw waste water.
- An independently replaceable suction flange made of ASTM A532 shall be provided. The suction flange shall be easily assessable and replaceable, without the need to disassemble any other components of the pump

b. Horizontal Mounting with V-belt Drives between Motor and Pump.

- A fabricated steel base with a minimum thickness of 3/8" shall be provided that is suitable to adequately support the weight of the pump, motor, drive and drive guard.
- An adjustable motor base shall be furnished whose design is such that the motor can easily be moved to accommodate appropriate tensioning of the V-belt drive.
- A “stationary control” variable speed drive complete with belts and sheaves shall be installed on the base with the pump and motor. This type of drive is to provide a means to adjust speeds while the drive is not operating.
- An enclosed and approved metal belt guard shall be provided.

c. Performance Testing

- Each pump shall be factory certified tested in accordance with the latest edition of Hydraulic Institute codes. At least six test points shall be taken including the design condition and shutoff. Test results shall include capacity, head, efficiency

and horsepower from shutoff to 150% of rated capacity.

<p style="text-align: center;">EXHIBIT B TERMS AND CONDITIONS FOR GOODS PURCHASE ORDER TERMS AND CONDITIONS</p>
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Submission of a Bid in response to this ITB indicated Bidder's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. Any objections to the sample contract terms should be raised in accordance with Paragraphs 7.03 or 7.04 of this ITB, pertaining to requests for clarification or change or protest of the ITB/specifications, and as otherwise provided for in this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2022**.



GOODS AND SERVICES CONTRACT
Contract #Cobblestone #

This Goods and Services Contract (this “Contract”) is entered into between _____ (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”) for the purposes of providing Grit and Septage Pump Replacement.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2022**. 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 ITB# 2020-60 Grit and Septage Pump Replacement, issued August 20, 2020, attached and hereby incorporated by reference as Exhibit “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, Exhibit “A”, and the Contractor’s Quote attached and hereby incorporated by reference as Exhibit “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 Representative for this contract is: Jeff Stallard.

III. COMPENSATION

1. **PAYMENT.** The District agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$ _____ and the total Contract compensation shall not exceed \$ _____
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 Exhibit 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: 150 Beaver Creek Road, Oregon City, Oregon 97045

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 six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. 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. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (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.

31. 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.

EXHIBIT C - CERTIFICATIONS
ITB #2020-60

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: _____

Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): _____

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(____)_____

Title: _____ Email: _____

Address, City, State, Zip: _____

Oregon CCB# (if applicable): _____

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

**EXHIBIT D
REFERENCES**

REFERENCE 1

Company: _____ Contact Name: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ E-Mail: _____

Goods or Services Provided: _____

REFERENCE 2

Company: _____ Contact Name: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ E-Mail: _____

Goods or Services Provided: _____

REFERENCE 3

Company: _____ Contact Name: _____

Address: _____ Phone Number: _____

City, State, Zip: _____ E-Mail: _____

Goods or Services Provided: _____

EXHIBIT E - BID PRICE FORM
ITB #2020-60

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

Delivery locations:

1. Kellogg Pumps shall be delivered to the following address: 11525 SE McLoughlin Blvd, Portland, OR 97222
2. Tri-City Pump shall be delivered to the following address: 15941 S Agnes Ave, Oregon City, OR 97045

FY 20/21 Pumps

Pump Model Orientation	Number of Units	Unit Price (inclusive of all charges)	Total (number of units x unit price)	
Left	0			
Right	3			
Overhead	2			
				Grand Total

FY 21/22 Pumps

Pump Model Orientation	Number of Units	Unit Price (inclusive of all charges)	Total (number of units x unit price)	
Left	4			
Right	1			
Overhead	0			
				Grand Total

Date: _____

Total Price for all 10 pumps: _____

Delivery Time after Receipt of Purchase Order: _____

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)

EXHIBIT B
CONTRACTOR'S QUOTE



September 15, 2020

To: Clackamas County, OR

**Re: Scope Letter
Clackamas County, OR
ITB 2020-60 – Grit and Septage Pump Replacement
Bid Date: September 15, 2020 at 2:00 PM
Scope No. SC091520T Revision No. 1**

To George Marlton:

APSCO, LLC. will be offering the following equipment for the above referenced project:

ITB 2020-60 – Grit and Septage Pump Replacement

Manufacturer – Trillium

Total Cost for Sections.....\$ See attached bid form

Please refer to the attached detailed scope letter from the manufacturer. Please contact our office if you have any questions.

Yours very truly,

Shawn Clark

Shawn Clark
Vice President
APSCO LLC
425-822-3335
sclark@apsco-llc.com



PROPOSAL

September 9, 2020

To: Clackamas County, OR

SUBJECT: WEMCO PUMPS

JOB: Clackamas County Grit and Septage Pumps Replacement

PROPOSAL NO. 1222951

Thank you for your inquiry for WEMCO equipment. We are pleased to offer our quotation as described below:

Scope of Supply

Tri City Grit Pump 1, 2, 3

Qty. (3) 3" X 3" WEMCO MODEL C recessed impeller pump

- High chrome case, wear plate and CW impeller
- 15 HP 254T 1800 RPM premium efficiency TEFC horizontal motor
- John Crane 4610 cartridge mechanical seal with SC/SC faces
- Fabricated steel belt drive baseplate – right hand side mount with variable speed stationary control V-belts and steel belt guards

Please refer to the enclosed Technical Offer 1222951 Item 001 for further details.

Tri City Grit Pump 4,5,6

Qty. (3) 3" X 3" WEMCO MODEL C recessed impeller pump

- High chrome case, wear plate and CW impeller
- 15 HP 254T 1800 RPM premium efficiency TEFC horizontal motor
- John Crane 4610 cartridge mechanical seal with SC/SC faces
- Fabricated steel belt drive baseplate – left hand side mount with variable speed stationary control V-belts and steel belt guards

Please refer to the enclosed Technical Offer 1222951 Item 002 for further details.

Kellogg Creek Grit Pump 1, 2

Qty. (2) 3" X 3" WEMCO MODEL C recessed impeller pump

- High chrome case, wear plate and CCW impeller
- 10 HP 215T 1800 RPM premium efficiency TEFC horizontal motor
- John Crane 4610 cartridge mechanical seal with SC/SC faces
- Fabricated steel belt drive baseplate – overhead piggyback mount with variable speed stationary control V-belts and steel belt guards

Please refer to the enclosed Technical Offer 1222951 Item 003 for further details.



Septage Pump 1

Qty. (1) 3" X 3" WEMCO MODEL C recessed impeller pump

- High chrome case, wear plate and CW impeller
- 15 HP 254T 1800 RPM premium efficiency TEFC horizontal motor
- John Crane 4610 cartridge mechanical seal with SC/SC faces
- Fabricated steel belt drive baseplate – left hand side mount with variable speed stationary control V-belts and steel belt guards

Please refer to the enclosed Technical Offer 1222951 Item 004 for further details.

Septage Pump 2

Qty. (1) 3" X 3" WEMCO MODEL C recessed impeller pump

- High chrome case, wear plate and CW impeller
- 15 HP 254T 1800 RPM premium efficiency TEFC horizontal motor
- John Crane 4610 cartridge mechanical seal with SC/SC faces
- Fabricated steel belt drive baseplate – right hand side mount with variable speed stationary control V-belts and steel belt guards

Please refer to the enclosed Technical Offer 1222951 Item 005 for further details

Following items are included in the scope:

- Tnemec series high performance coating
- Factory certified performance testing per HI Standard 2011, 14.6, Acceptance Grade 2B

Following items are NOT included in the scope:

- Field hardware, valves, or gauges
- Gauges, valves, piping, pipe fittings, pipe supports, spare parts, extra paint or lubricants.
- Controls or instrumentation of any kind, including VFDs or starters
- Installation & alignment
- Field testing
- Start-up, field and training services

Technical Comments:

Tri City Grit Pumps 1-6: 15hp motor will not cover the entire curve without overloading the motor. Motor RPM should be limited to avoid overloading the motor. A larger motor can be provided at additional cost. Please see performance curves provided for more information.

Kellogg Creek Grit Pumps: 10 motor will not cover the entire curve without overloading the motor. Motor RPM should be limited to avoid overloading the motor. A larger motor can be provided at additional cost. Please see performance curves provided for more information.

Document and Shipment Schedule:

- Document submittal, if required.....6-7 weeks after executed PO
- Shipment:.....16-18 weeks after submittal approval or release

Terms and Conditions

Bid Price: Pricing is F.O.B. jobsite, Full Freight Allowed. Detailed receiving inspection is required

VALVES - PUMPS - SERVICES



within 72 hours of delivery and notification of damage claims must occur within 5 working days of delivery. No taxes or duties of any kind are included.

Pricing is firm for the shipment(s) indicated, provided the included schedules are maintained.

Payment Terms: 100% Net 30 days.

Bid Validity: This proposal is valid for an order for 60 days.

Warranty: The Warranty included will be per Trillium Pumps Limited Warranty GSD-31 (10/19), or as otherwise noted.

Purchase orders must be made out to APSCO LLC

Thank you for the opportunity of submitting our proposal on WEMCO pumping equipment, and if we may be of further service, please contact:

APSCO, LLC.
14780 NE 95th Street
Redmond, WA 98052
Office: (425) 448-9510
Fax: (425) 827-6171

Shawn Clark
Vice President
APSCO LLC
Mobile: 541-602-3016
sclark@apsco-llc.com

VALVES - PUMPS - SERVICES

Customer Technical Offer

Customer	APSCO LLC	Size / Stages	3" Model C / 1
Item number	001	Pump speed	1270 rpm
Customer reference		Quote number	1222951

Pump

Qty	Description
3	<p>3" Model C</p> <p>General Pump Options</p> <p>Pump Options Clockwise rotation (CW) Steel pump hardware</p> <p>Bearing lubrication Oil lubricated bearings Nitrile elastomers</p> <p>Case Assembly 3x3 Case Vertical Top High chrome case (650+ BHN hardness) No case vent & drain Standard suction connection</p> <p>Rotating Assembly</p> <p>Rotating Assembly High chrome impeller (650+ BHN hardness) Static balance Steel shaft Steel impeller bolt</p> <p>Pump Sealing</p> <p>Pump sealing Seal Type: Double Mechanical Seal John Crane Cartridge 4610 Mechanical Seal 416 SST shaft sleeve Cast iron gland housing/backplate Stainless steel gland</p> <p>Driver</p> <p>Motors Trillium Supplied Motor: Trillium Supplied Motor 15HP 254T 1800RPM Premium Efficiency TEFC Horizontal motor All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute. Motor manufacturer - Trillium Standard</p> <p>Baseplate and Drive Belt Drive Baseplate - Side Mount Steel Baseplate Trillium Standard Baseplate Design Steel Baseplate Hardware Steel Guards Right Hand Side Mount Motor</p> <p>Belts and Sheaves Variable Speed Belts and Sheaves - Stationary Control</p> <p>Protective Coatings</p> <p>Paint type Epoxy 2 Coat Paint - Blue (Prime and Top Coat) Unless otherwise noted all motors will receive top coat only of specified paint</p>

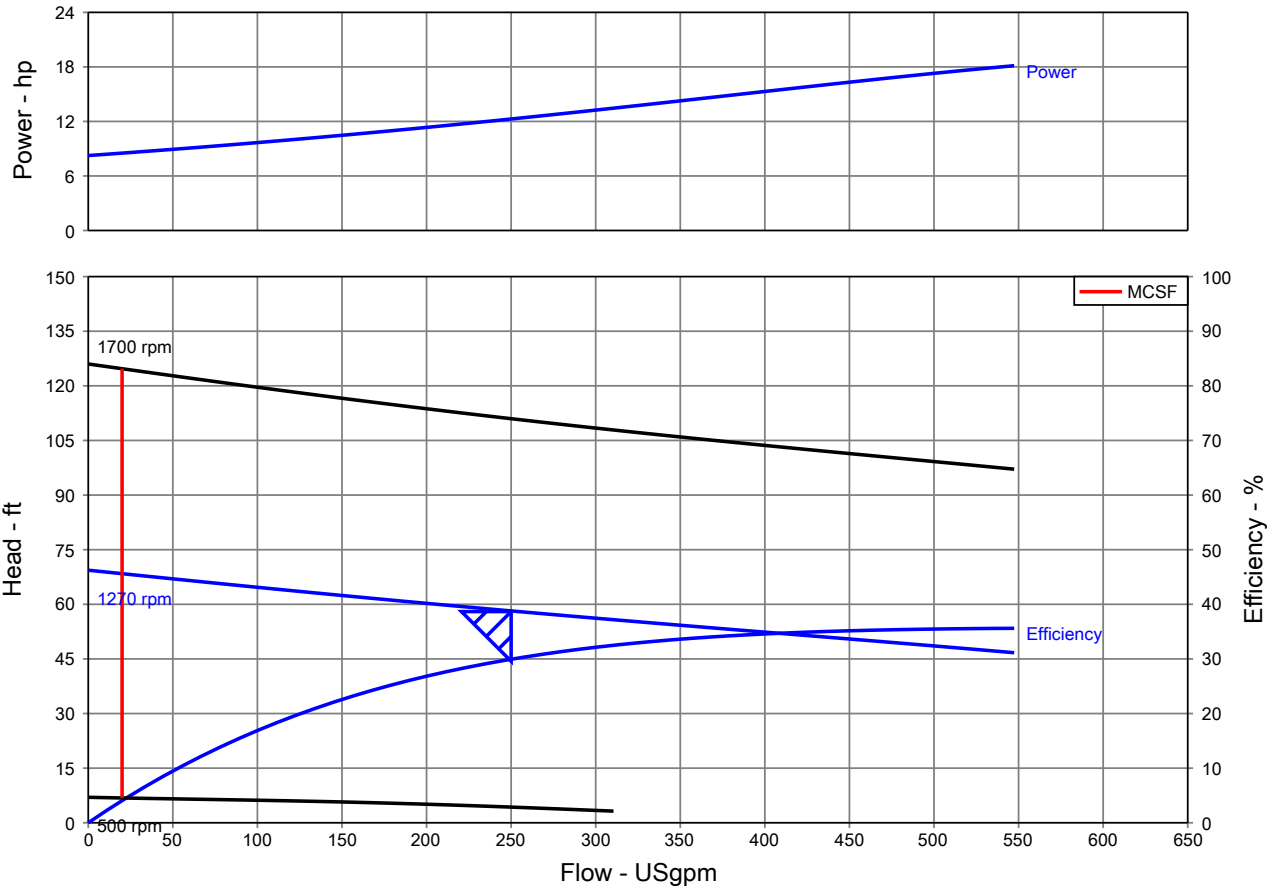
Pump

Qty	Description
	<p>Packing & Shipping</p> <p>Shipping No Boxing Trillium Decision Carrier</p> <p>Freight Rates Freight Rates - Oregon: Oregon</p> <p>Material Testing</p> <p>Material Testing No Hardness Testing No Non-Destructive Testing</p> <p>Testing</p> <p>Testing Testing Required</p> <p>Performance Testing 5 Point Performance Test, Single Speed Performance Test: Full Package Test</p> <p>Estimated Weights Bareshaft Pump: 670.0 lb Baseplate: 410.0 lb Driver: 280.0 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Misc. Weight: 0.00 lb Total Per Unit Weight: 1,360.0 lb</p>

Pump Performance Datasheet

Customer	: APSCO LLC	Quote number	: 1222951
Customer reference	:	Size	: 3" Model C
Item number	: 001	Stages	: 1
Service	: Tri City WRRF - Grit Pump 1,2,3	Based on curve number	: 3C_P10C-D41
Quantity	: 3	Date last saved	: 09 Sep 2020 11:51 AM

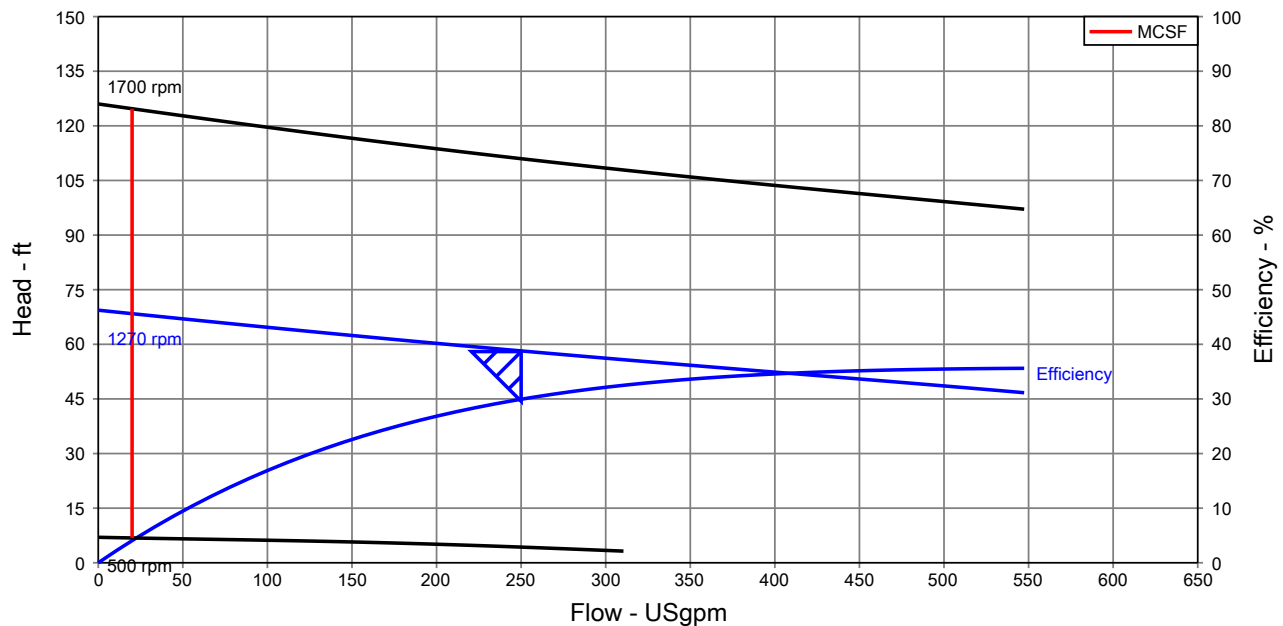
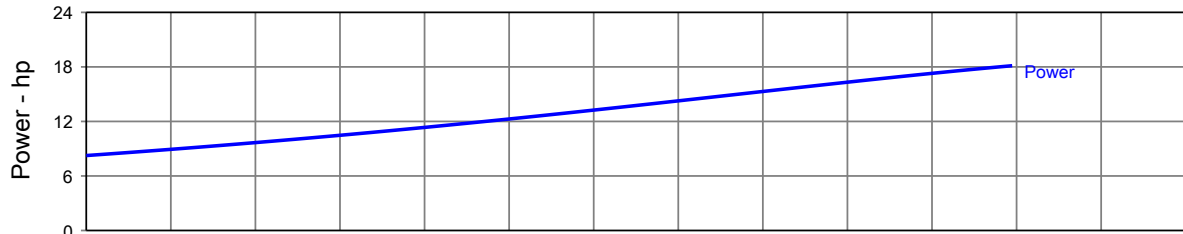
Operating Conditions		Liquid	
Flow, rated	: 250 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 58.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 58.3 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a
Performance		Material	
Speed criteria	: Synchronous	Material selected	: Standard
Speed, rated	: 1270 rpm		
Speed, maximum	: 1700 rpm	Pressure Data	
Speed, minimum	: 500 rpm	Maximum working pressure	: 30.03 psi.g
Efficiency	: 29.94 %	Maximum allowable working pressure	: 85.00 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,547 / - US Units	Hydrostatic test pressure	: N/A
MCSF	: 20.0 USgpm	Driver & Power Data (@Max density)	
Head maximum, rated speed	: 69.4 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 19.22 %	Margin over specification	: 0.08 %
Flow, best eff. point	: 547 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 45.67 %	Power, hydraulic	: 3.67 hp
Speed ratio (rated / max)	: 74.71 %	Power, rated	: 12.27 hp
Head ratio (rated speed / max speed)	: 52.43 %	Power, maximum, rated diameter	: 18.13 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 15.00 hp / 11.19 kW
Selection status	: Acceptable		



Pump Performance Datasheet

Customer	: APSCO LLC	Quote number	: 1222951
Customer reference	:	Size	: 3" Model C
Item number	: 002	Stages	: 1
Service	: Tri City WRRF - Grit Pumps 4,5,6	Based on curve number	: 3C_P10C-D41
Quantity	: 3	Date last saved	: 09 Sep 2020 11:53 AM

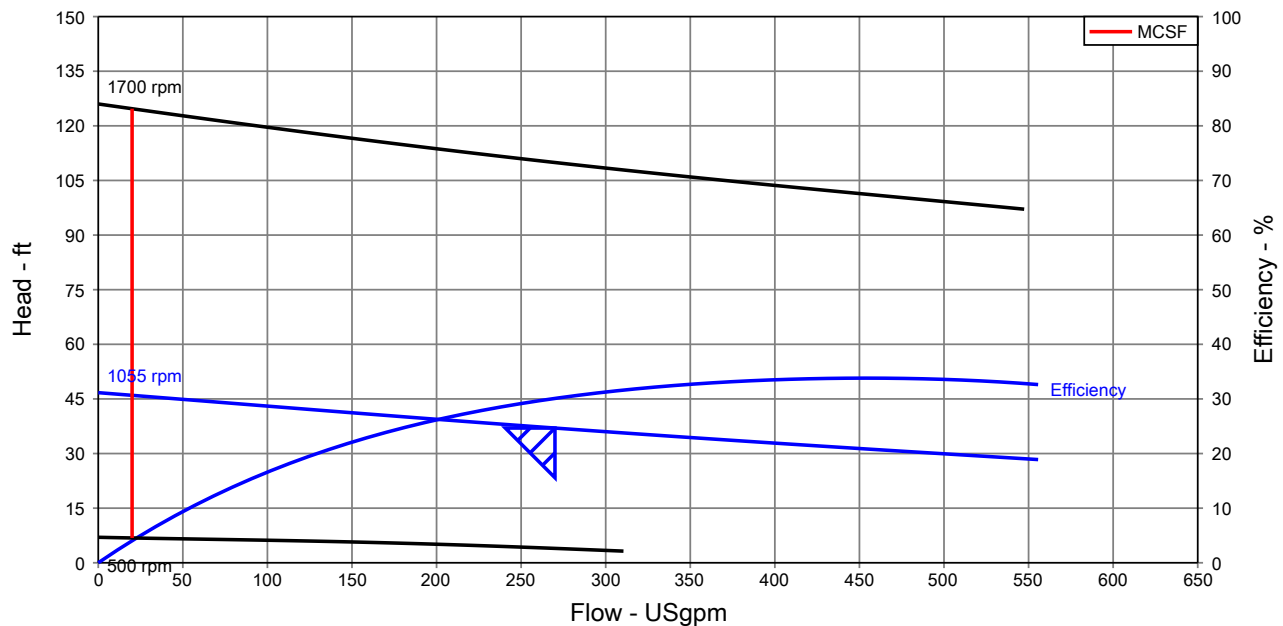
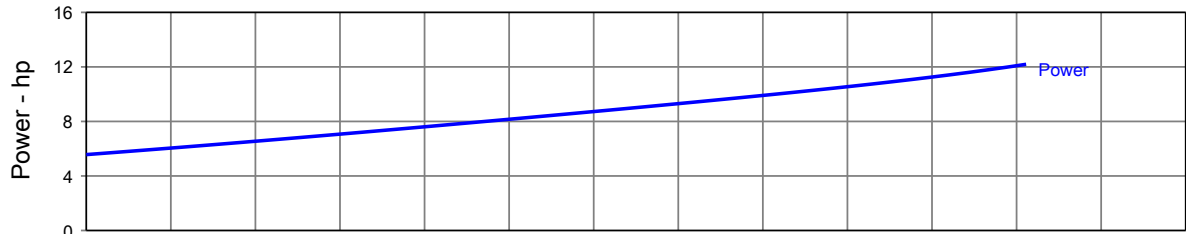
Operating Conditions		Liquid	
Flow, rated	: 250 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 58.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 58.3 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a
Performance		Material	
Speed criteria	: Synchronous	Material selected	: Standard
Speed, rated	: 1270 rpm		
Speed, maximum	: 1700 rpm	Pressure Data	
Speed, minimum	: 500 rpm	Maximum working pressure	: 30.03 psi.g
Efficiency	: 29.94 %	Maximum allowable working pressure	: 85.00 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,547 / - US Units	Hydrostatic test pressure	: N/A
MCSF	: 20.0 USgpm	Driver & Power Data (@Max density)	
Head maximum, rated speed	: 69.4 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 19.22 %	Margin over specification	: 0.08 %
Flow, best eff. point	: 547 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 45.67 %	Power, hydraulic	: 3.67 hp
Speed ratio (rated / max)	: 74.71 %	Power, rated	: 12.27 hp
Head ratio (rated speed / max speed)	: 52.43 %	Power, maximum, rated diameter	: 18.13 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 15.00 hp / 11.19 kW
Selection status	: Acceptable		



Pump Performance Datasheet

Customer	: APSCO LLC	Quote number	: 1222951
Customer reference	:	Size	: 3" Model C
Item number	: 003	Stages	: 1
Service	: Kellogg Creek WRRF - Grit Pump 1,2	Based on curve number	: 3C_P10C-D41
Quantity	: 2	Date last saved	: 09 Sep 2020 11:55 AM

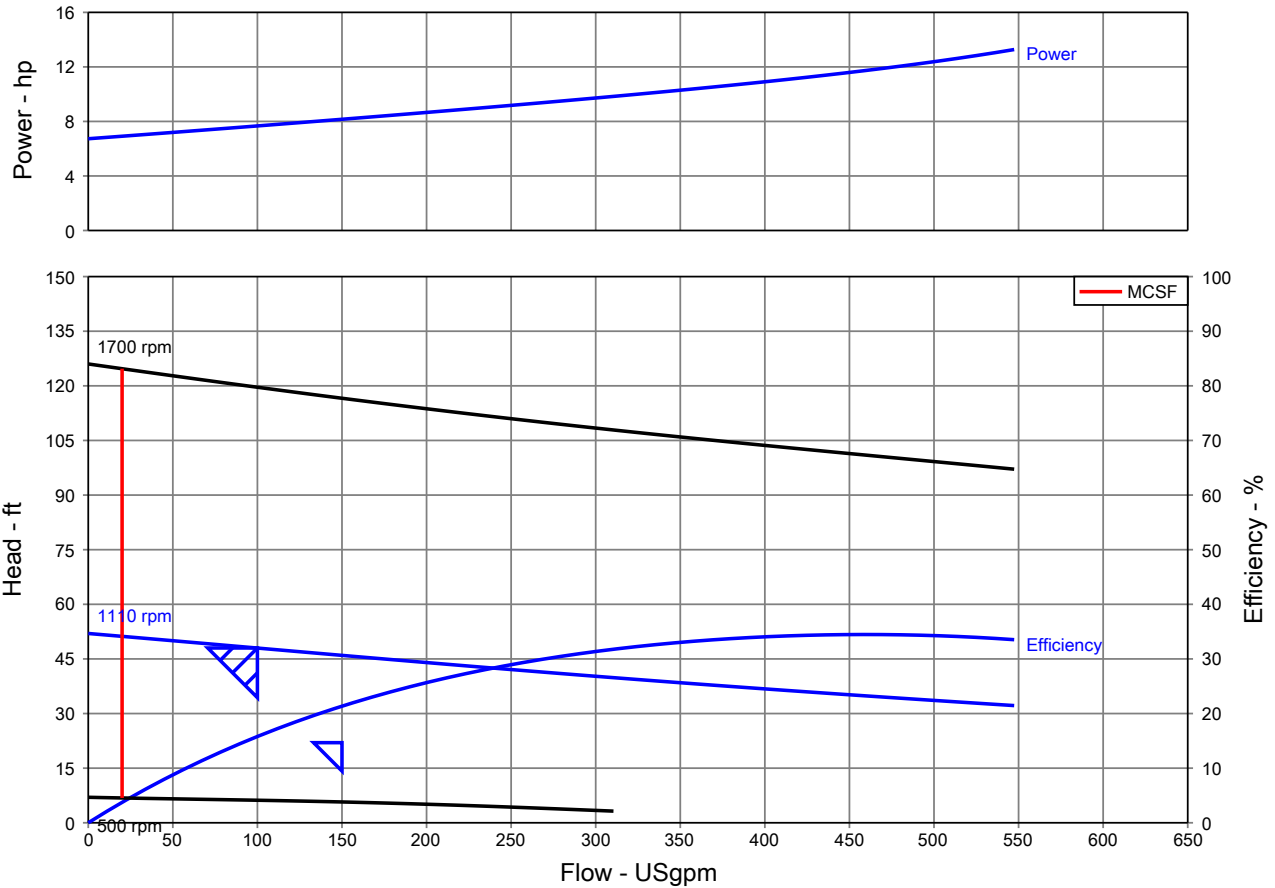
Operating Conditions		Liquid	
Flow, rated	: 270 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 37.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 36.8 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a
Performance		Material	
Speed criteria	: Synchronous	Material selected	: Standard
Speed, rated	: 1055 rpm		
Speed, maximum	: 1700 rpm	Pressure Data	
Speed, minimum	: 500 rpm	Maximum working pressure	: 20.23 psi.g
Efficiency	: 30.09 %	Maximum allowable working pressure	: 85.00 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,547 / - US Units	Hydrostatic test pressure	: N/A
MCSF	: 20.0 USgpm	Driver & Power Data (@Max density)	
Head maximum, rated speed	: 46.7 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 26.28 %	Margin over specification	: 0.08 %
Flow, best eff. point	: 454 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 59.48 %	Power, hydraulic	: 2.52 hp
Speed ratio (rated / max)	: 62.06 %	Power, rated	: 8.38 hp
Head ratio (rated speed / max speed)	: 33.66 %	Power, maximum, rated diameter	: 12.19 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 10.00 hp / 7.46 kW
Selection status	: Acceptable		



Pump Performance Datasheet

Customer	: APSCO LLC	Quote number	: 1222951
Customer reference	:	Size	: 3" Model C
Item number	: 004	Stages	: 1
Service	: Tri City WRRF - Septage Pump 1	Based on curve number	: 3C_P10C-D41
Quantity	: 1	Date last saved	: 09 Sep 2020 11:56 AM

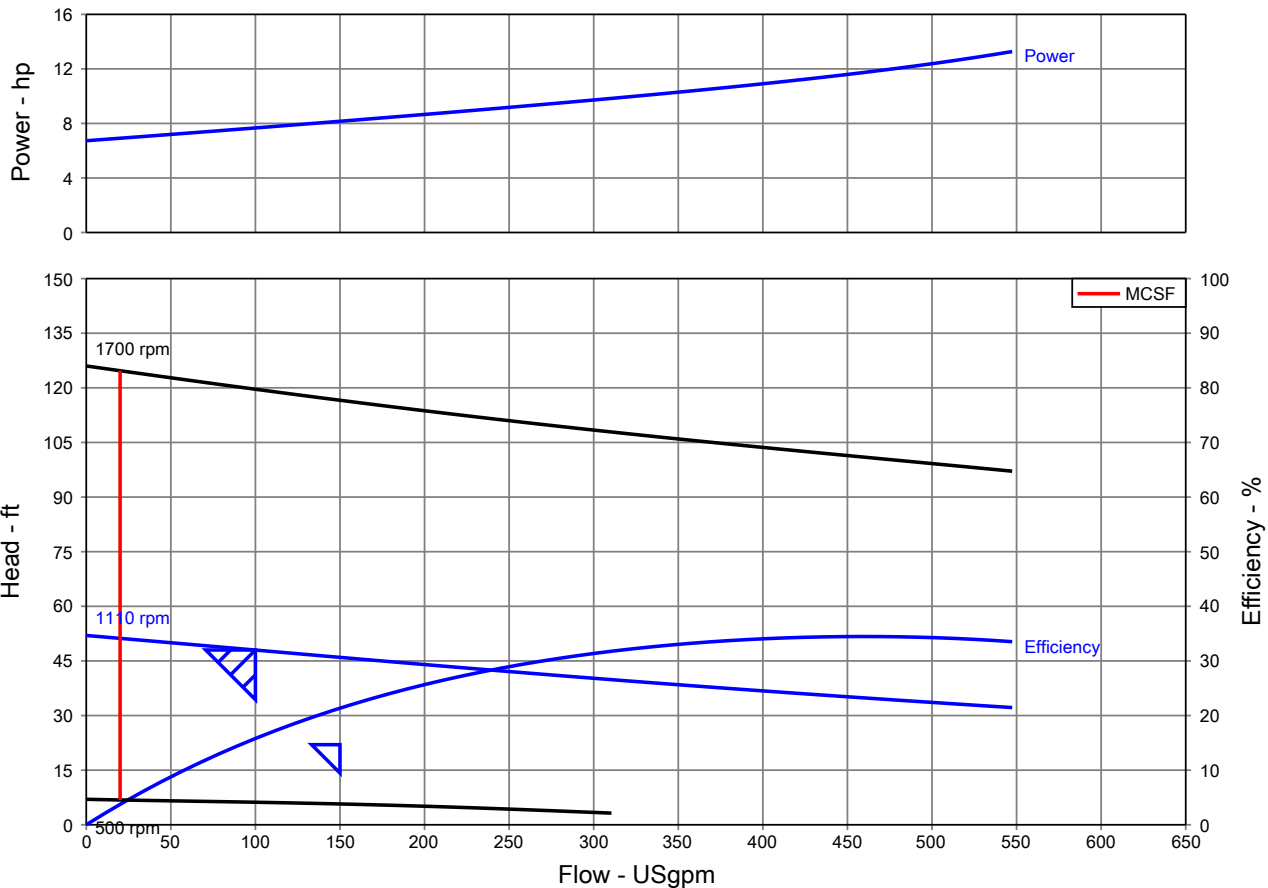
Operating Conditions		Liquid	
Flow, rated	: 100 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 48.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 47.9 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a
Performance		Material	
Speed criteria	: Synchronous	Material selected	: Standard
Speed, rated	: 1110 rpm		
Speed, maximum	: 1700 rpm	Pressure Data	
Speed, minimum	: 500 rpm	Maximum working pressure	: 22.51 psi.g
Efficiency	: 15.80 %	Maximum allowable working pressure	: 85.00 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,547 / - US Units	Hydrostatic test pressure	: N/A
MCSF	: 20.0 USgpm	Driver & Power Data (@Max density)	
Head maximum, rated speed	: 52.0 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 8.34 %	Margin over specification	: 0.08 %
Flow, best eff. point	: 460 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 21.76 %	Power, hydraulic	: 1.21 hp
Speed ratio (rated / max)	: 65.29 %	Power, rated	: 7.67 hp
Head ratio (rated speed / max speed)	: 40.12 %	Power, maximum, rated diameter	: 13.27 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 10.00 hp / 7.46 kW
Selection status	: Acceptable		



Pump Performance Datasheet

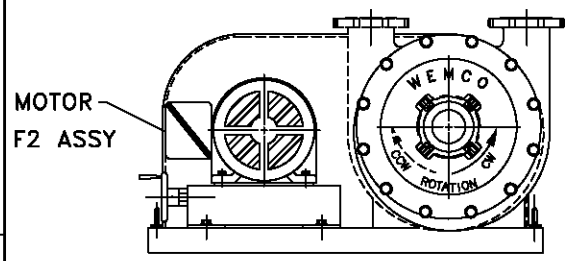
Customer	: APSCO LLC	Quote number	: 1222951
Customer reference	:	Size	: 3" Model C
Item number	: 005	Stages	: 1
Service	: Tri City WRRF - Septage Pump 2	Based on curve number	: 3C_P10C-D41
Quantity	: 1	Date last saved	: 09 Sep 2020 11:57 AM

Operating Conditions		Liquid	
Flow, rated	: 100 USgpm	Liquid type	: User defined
Differential head / pressure, rated (requested)	: 48.0 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 47.9 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.00 psi.a
Performance		Material	
Speed criteria	: Synchronous	Material selected	: Standard
Speed, rated	: 1110 rpm		
Speed, maximum	: 1700 rpm	Pressure Data	
Speed, minimum	: 500 rpm	Maximum working pressure	: 22.51 psi.g
Efficiency	: 15.80 %	Maximum allowable working pressure	: 85.00 psi.g
NPSH required / margin required	: - / 0.00 ft	Maximum allowable suction pressure	: N/A
Ns (imp. eye flow) / Nss (imp. eye flow)	: 1,547 / - US Units	Hydrostatic test pressure	: N/A
MCSF	: 20.0 USgpm	Driver & Power Data (@Max density)	
Head maximum, rated speed	: 52.0 ft	Driver sizing specification	: Rated power
Head rise to shutoff	: 8.34 %	Margin over specification	: 0.08 %
Flow, best eff. point	: 460 USgpm	Service factor	: 1.00
Flow ratio, rated / BEP	: 21.76 %	Power, hydraulic	: 1.21 hp
Speed ratio (rated / max)	: 65.29 %	Power, rated	: 7.67 hp
Head ratio (rated speed / max speed)	: 40.12 %	Power, maximum, rated diameter	: 13.27 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Minimum recommended motor rating	: 10.00 hp / 7.46 kW
Selection status	: Acceptable		



PUMP SIZED BY: SUCTION X DISCHARGE / ALL DIMS. IN INCHES

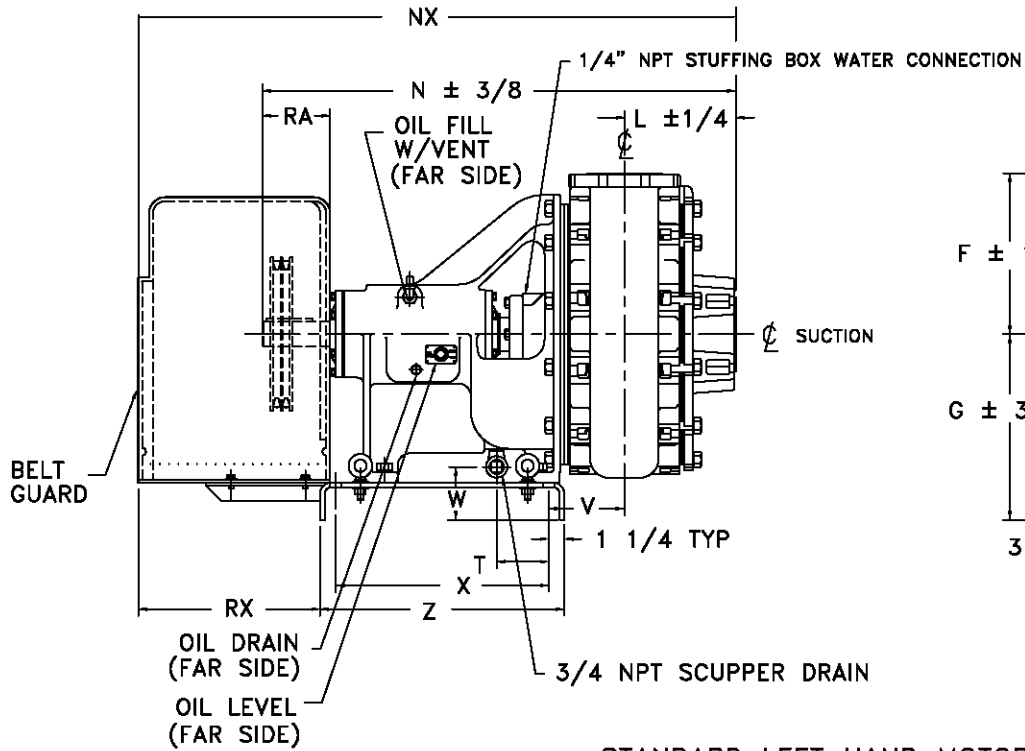
PUMP SIZE	E	F	G	L	N	NX	V	X	Z	CB	CC	CD	RA	RX	SHAFT CTR-TO-CTR	MOTOR FRAME	T	W
3X3	8 1/4	11	14	7 1/2	36 1/8	46 5/16	5 1/16	17 1/2	20	10 1/4	47	45	5 1/2	15	18-22 7/8	182T - 284T	3 1/16	4 1/16
															22 3/4-31 1/2	286T - 365T		
4X3	8 1/4	11	14	7 1/2	36 1/8	46 1/16	2 5/16	20	22 1/2	13	60	58	5 1/2	15	18-22 7/8	182T - 284T	6 13/16	4 1/16
															22 3/4-31 1/2	286T - 365T		



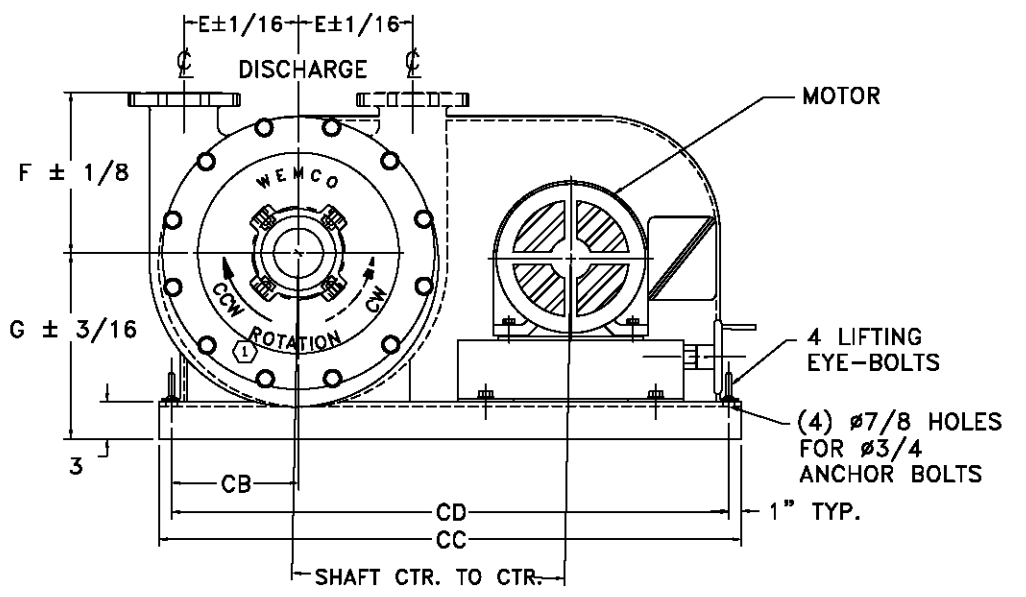
OPTIONAL RIGHT HAND MOTOR MOUNT

NOTES:

- ① PUMP AS SHOWN IS AS VIEWED FROM SUCTION END. DESIGNATED ROTATION AND MOTOR LOCATION IS AS VIEWED FROM SHAFT END.
- SUCTION AND DISCHARGE FLANGES MATE WITH STD. 150 LB. ANSI FLANGES.
- DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.



STANDARD LEFT HAND MOTOR MOUNT
VERTICAL UP DISCHARGE



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SHOW ALL SHARP EDGES AND CORNERS

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

MACHINED SURFACES

TOLERANCES
X ± .06
XX ± .03
XXX ± .010
FRACTIONAL ± 1/16
ANGULAR ± 0°-30'

125 ✓



WEMCO ROTO-JET

GENERAL ARRANGEMENT
3" MODEL 'C'
SIDE MOTOR MOUNT
WEMCO TORQUE-FLOW PUMP

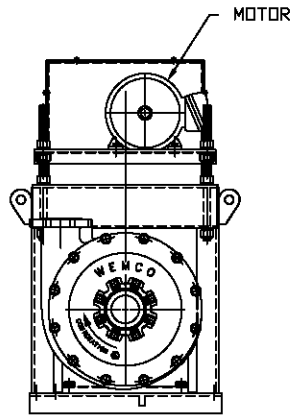
NO.	BY	DATE	CHG'D	LOC. ESN	INTL. ESN	DESCRIPTION	NO.	BY	DATE	CHG'D	LOC. ESN	INTL. ESN	DESCRIPTION	QWL. NO.	DESCRIPTION	DESIGN BY	DATE	QWL. NO.	DATE	QWL. NO.	DATE	QWL. NO.	DATE	QWL. NO.
1	CAS			43188		ADDED NOTES 3, 4 AND 5 TO SHEET 3								54355	AUTOCAD	CAS	4-26-93	78212-1	1-12-94	78212	1-18-94	78212	1-18-94	320
2	ENS	10/08	CCX	56572		REVISED TABLE BY SEPARATING 3X3 AN 4X3 PUMPS										SMS	1-12-94	78212-1	1-12-94	78212	1-18-94	78212	1-18-94	320
3	ENS	11/08	CAL	56853		"W" 4-1/16 WAS 4-15/16										RS	1-18-94	78212-1	1-18-94	78212	1-18-94	78212	1-18-94	320

PUMP SIZED BY SUCTION X DISCHARGE - ALL DIMS. IN INCHES

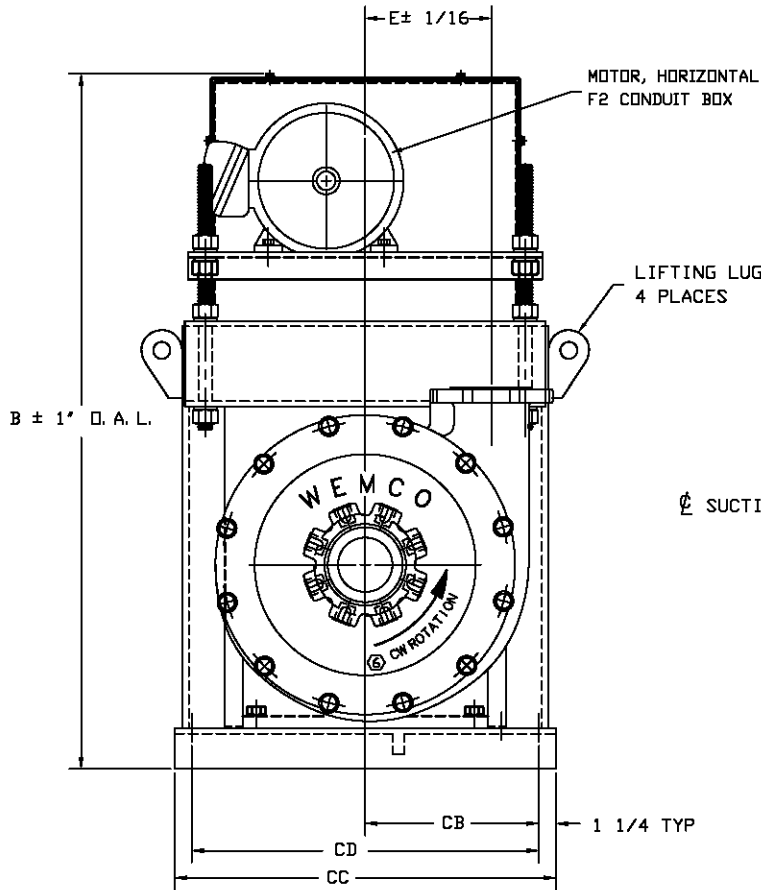
PUMP SIZE	MOTOR FRAME	B	E	F	G	L	M	N	V	X	Z	CB	CC	CD
3X3	182T -	49	8 1/4	11	14	7 1/2	38 5/8	36 1/8	4 3/16	20	22 1/2	12	28	25 1/2
4X3	286T													

NOTES:

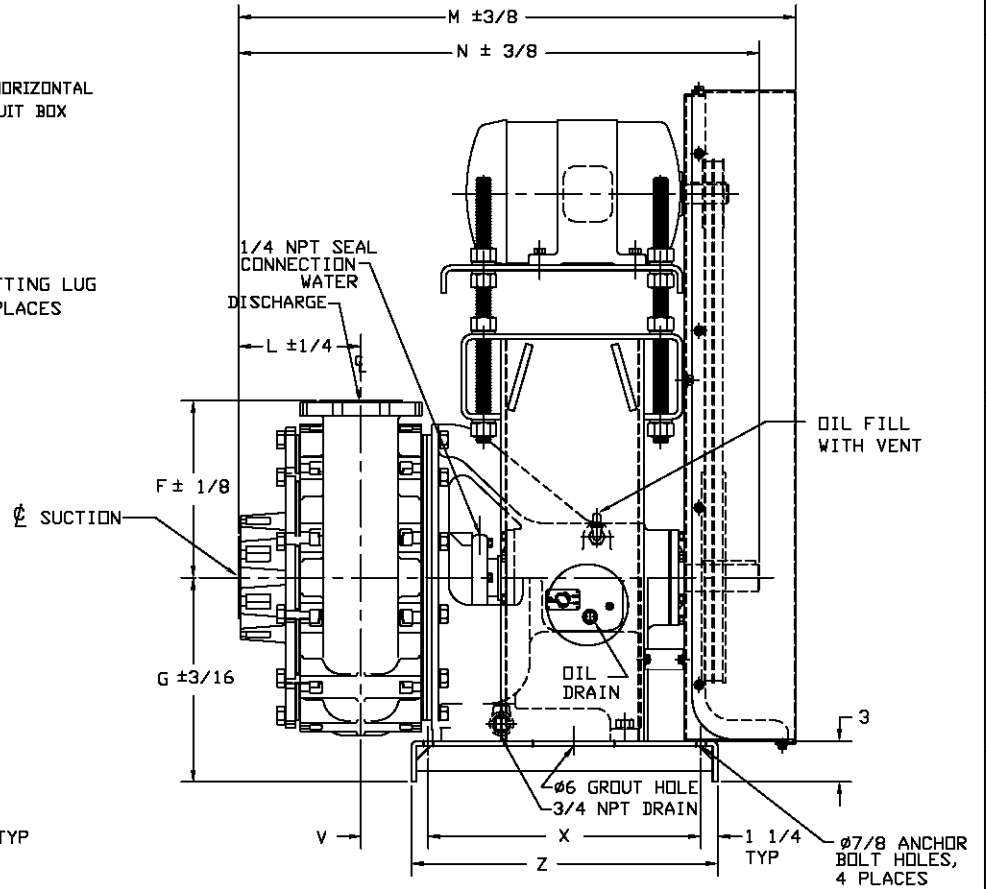
1. DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.
2. PUMP AND ACCESSORIES ARE DESIGNED FOR CONTINUOUS SERVICE.
3. WET END PARTS ARE ASSEMBLED IN THE "AS CAST" FORM. SUCTION AND DISCHARGE PIPING SHOULD BE FITTED TO THE PUMP FLANGES AFTER THE PUMP IS SET IN PLACE AND LEVELLED. USE THICK NEOPRENE GASKETS OF 50-60 DUROMETER.
4. SUCTION AND DISCHARGE FLANGES ARE SLOTTED ON STANDARD 125 LB. AND 150 LB ASA BOLT CIRCLES.
5. GAGE TAPS ARE NOT AVAILABLE DUE TO MATERIAL HARDNESS.
6. ROTATION AND MOTOR LOCATION ARE VIEWED FROM SHAFT END.



LEFT HAND MOTOR MOUNT
C. C. W. ROTATION
VERTICAL UP DISCHARGE



RIGHT HAND MOTOR MOUNT
C. W. ROTATION
VERTICAL UP DISCHARGE



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UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
MACHINED SURFACES
TOLERANCES
.X ± .06
.XX ± .03
.XXX ± .010
FRACTIONAL ± 1/16
ANGULAR ± 0°-30'

TRILLIUM
FLUID TECHNOLOGIES

WEMCO
ROTO-JET

GENERAL ARRANGEMENT
OVERHEAD MOUNT
3" MODEL 'C'
WEMCO TORQUE-FLOW PUMP

NO.	BY	DATE	CHG'D	LOC. ECH	INT'L. ECH	DESCRIPTION	NO.	BY	DATE	CHG'D	LOC. ECH	INT'L. ECH	DESCRIPTION	DATE	NO.	DESCRIPTION
1	CAS			43173		ADDED NOTES 1, 2 AND 3 TO SHEET 3										
2	ENG	4/13	RF	81795		ADDED SHEET 4 FOR PLAN VIEWS										



Trillium Pumps USA, Inc. (Seller) LIMITED WARRANTY

COVERAGE: Seller warrants its products to be free from defects in materials and workmanship when operated under the normal conditions for which the products were designed.

WARRANTY PERIOD: This warranty covers a period of twelve (12) months from the date product was placed into service, or eighteen (18) months from the date of shipment, whichever occurs first.

REMEDIES: If the product fails due to defective materials or workmanship within the warranty period, Trillium's sole obligation after verification of the defect, shall be, at its discretion, the repair or replacement of the product. **THIS PARAGRAPH PROVIDES THE EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OF OR DEFECT IN A PRODUCT, WHETHER THE FAILURE OR DEFECT ARISES BEFORE, DURING, OR AFTER THE APPLICABLE WARRANTY PERIOD AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND IS SUBJECT TO ALL LIMITATIONS OF LIABILITY FOUND HERE OR ELSEWHERE IN THE TERMS AND CONDITIONS.**

OWNER'S OBLIGATIONS: Owner shall notify Seller of any alleged defect within ten (10) days of its discovery. Verification of the alleged defect is required. **The Owner may choose to have the alleged defect verified at the Owner's site, at the Seller's authorized facility, or at Seller's factory.** **At Owner's site:** Owner must verify the defect by providing Seller with satisfactory evidence of the defect, including all relevant data and documentation needed to make an assessment. If a defect is confirmed, Seller will deliver replacement parts (or Goods), freight prepaid. **At Seller's authorized facility / factory:** Owner must return allegedly defective parts or Goods for inspection, freight prepaid, to an authorized service center designated by Seller, or to Seller's factory. If the defect is confirmed, Seller will deliver repaired or replaced parts or Goods, freight prepaid, and reimburse the prepaid freight that Owner paid to deliver the defective parts or Goods. In all instances above, repaired or replaced parts or Goods shall remain under warranty for the unexpired portion of the original Warranty Period. If Seller determines that a claim is not, in fact, covered by this warranty, Seller shall make available to Buyer its labor, repair, or replacement services at its then-standard rates.

EXCLUSIONS: This warranty does not apply to consumable items that are normally replaced during maintenance; and defects resulting from improper installation, operation, maintenance, storage, neglect, or accident. This warranty does not cover any expense for repairs or alterations performed outside Seller's factory without Seller's prior authorization. Equipment and accessories not manufactured by Seller are warranted only by the original manufacturer's warranty. Seller shall not be liable for costs of removal, transportation, or reinstallation of

products. Seller shall not be liable for any consequential, special, incidental, or indirect damages or delays resulting from or related to defective products.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT COULD ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER ALSO DISCLAIMS ALL STATUTORY WARRANTIES.

EXHIBIT C - CERTIFICATIONS
ITB #2020-60

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: _____
 Non-Resident Bidder, Resident State: Washington

Company Legal Business Name (No DBA/ABN): APSCO LLC

Authorized Signature: Shawn Clark Date: 9-15-2020

Name (Type or Print): Shawn Clark Telephone: (541) 754-7292

Title: APSCO LLC Vice President Email: sclark@apSCO-llc.com

Address, City, State, Zip: PO Box 2639, Kirkland WA 98083

Oregon CCB# (if applicable): _____

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit
 Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

**EXHIBIT D
REFERENCES**

REFERENCE 1

Company: City of Gig Harbor WA Contact Name: Darrell Winans, Supervisor

Address: 4216 Harborview Dr Phone Number: (253) 851-8999

City, State, Zip: Gig Harbor, WA 98332 E-Mail: winansd@cityofgigharbor.net

Goods or Services Provided: Andritz Centrifuges, Nueros Blowers KBS pumps, Hidrostral screw centrifugal pumps, JWC Muffin Monsters, ScrewSucker Pumps

REFERENCE 2

Company: City of Meridian ID Contact Name: Clint Dolsby, Assistant City Engineer

Address: 33 E. Broadway Ave. Suite 200 Phone Number: (208) 898-5500

City, State, Zip: Meridian, ID 83642 E-Mail: cdolsby@meridiantcity.org

Goods or Services Provided: Hidrostral screw centrifugal pumps, ScrewSucker Pumps
JWC Muffin Monster, High speed turbo blowers

REFERENCE 3

Company: Mortenson Contact Name: Wil Anderson, Superintendent

Address: 710 NW 14th Avenue Phone Number: (541) 912-5387

City, State, Zip: Portland, OR 97209 E-Mail: wil.anderson@mortenson.com

Goods or Services Provided: Wemco Model C Grit pumps, Hidrostral screw centrifugal pumps,
JWC Influent Band Screens

**EXHIBIT D
REFERENCES**

REFERENCE 4

Company: City of Coos Bay

Contact Name: Jannette Kerbo, Manager

Address: 500 Central Ave.

Phone Number: (541) 290-8600

City, State, Zip: Coos Bay, OR 97420

E-Mail: jkerbo@coosbay.org

Goods or Services Provided: Wemco Model C Grit Pumps

REFERENCE 5

Company: City of Salem OR

Contact Name: Glenn Putnam, Supervisor

Address: 5915 Windsor Island Road North

Phone Number: (503) 932-7460

City, State, Zip: Salem, OR 97303

E-Mail: gputman@cityofsalem.org

Goods or Services Provided: Wemco Model C Grit Pumps and Hydrogritters

EXHIBIT E - BID PRICE FORM
ITB #2020-60

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

Delivery locations:

1. Kellogg Pumps shall be delivered to the following address: 11525 SE McLoughlin Blvd, Portland, OR 97222
2. Tri-City Pump shall be delivered to the following address: 15941 S Agnes Ave, Oregon City, OR 97045

FY 20/21 Pumps

Pump Model Orientation	Number of Units	Unit Price (inclusive of all charges)	Total (number of units x unit price)	
Left	0	\$0.00	\$0.00	
Right	3	\$23,545.00	\$70,635.00	
Overhead	2	\$25,638.00	\$51,276.00	
			\$121,911.00	Grand Total

FY 21/22 Pumps

Pump Model Orientation	Number of Units	Unit Price (inclusive of all charges)	Total (number of units x unit price)	
Left	4	\$23,549.00	\$94,196.00	
Right	1	\$23,544.00	\$23,544.00	
Overhead	0	\$0.00	\$0.00	
			\$117,740.00	Grand Total

Date: 9-15-2020

Total Price for all 10 pumps: \$239,651

Delivery Time after Receipt of Purchase Order: 16-18 weeks after submittal approval or release

Company: APSCO LLC

Address, City, State, Zip: PO Box 2639, Kirkland, WA 98083

Contact Name: Telephone: Shawn Clark: 541-602-3016

Contact Title: APSCO LLC Vice President Email: sclark@apsco-llc.com

By: *Shawn Clark* Title: Vice President
(Authorized Signature)



Gregory L. Geist
Director

February 4, 2021

Board of County Commissioners
Acting as the governing body of
Water Environment Services

Members of the Board:

Approval of a Resolution Allowing the Reduction of Interest
Collected on Certain Existing Assessments for
Water Environment Services

Purpose/Outcomes	Approval of a Resolution Allowing the Reduction of Interest Collected on Certain Existing Assessments.
Dollar Amount and Fiscal Impact	Allow write-down of ~\$51,708.96 in uncollectable interest, subject to exact timing of repayment.
Funding Source	WES monthly service charge revenues. No County General Fund revenues are involved.
Duration	One-time adjustment.
Previous Board Action/Review	Presented at Issues 2/2/2021.
Counsel Review	This Resolution was drafted and finalized by County Counsel on January 27, 2021.
Strategic Plan Alignment	1. Grow a Vibrant Economy. Writing off interest charges that prevent cost recovery and allowing development to occur.
Contact Person	Chris Storey, WES Assistant Director (503-742-4543)
Contract No.	<i>Resolution No. not assigned yet.</i>

BACKGROUND:

Water Environment Services (“WES”) constructed wastewater improvements (collection lines) in 1981-82 in support for and anticipation of development in the Hoodland area, and levied assessments to recover costs from benefited properties. The anticipated development did not occur. For the relevant three parcels, known as Whispering Woods parcels #63833, #78295, and #78301 (the “Properties”), the owners did not make payments and interest has accrued on the assessments since originally levied in July 1982.

A developer has approached the current owner of the Properties (it is unclear if the current owner is the same as the original owner in 1982) about acquiring the properties, but the assessment costs are a material barrier to the transaction. The original assessment across the three Properties was for \$24,181.28. Interest accrued to date based on the then-policy of twelve percent (12%) per annum adds an additional \$68,790.61 to the assessment, for a total payoff amount of \$92,971.89 as of the end of January 2021. This total cost is considered prohibitive by the parties and therefore a barrier to WES collecting anything on the assessment and for productive economic activity to occur on the Properties.

WES is proposing that the interest rate on the assessment be reduced from 12% to three percent (3%), which would set the accrued interest at \$17,081.65 in addition to the original principal as of the end of January 2021. WES' current cost of capital, or interest rate it is paying for borrowed funds, is below 3% and the rate of recovery on the assessment would still be a net benefit to the ratepayers of WES. This reduction in the assessment interest rate would reduce accrued interest by approximately \$51,708.96, subject to exact timing of repayment.

Best practice is for the Board to approve such a write down of this kind of uncollectable debt. Given the shifting dates of when the closing of the sale of the Properties, and therefore the repayment of the relevant assessments, is in flux, the request is for approval to reduce the rate of interest on the outstanding assessments to 3% and the actual amount of interest reduced be as of the date of payoff.

The attached resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of Water Environment Services, adopt the resolution allowing the reduction of interest collected on certain existing assessments.

Respectfully submitted,

Chris Storey

Digitally signed by Chris Storey
Date: 2021.02.02 15:11:51
-08'00'

Chris Storey, Assistant Director
WES

Attachments: Authorizing Resolution

A RESOLUTION ALLOWING THE
REDUCTION OF INTEREST COLLECTED
ON CERTAIN EXISTING ASSESSMENTS

RESOLUTION NO.

WHEREAS, Water Environment Services ("WES") imposed an assessment on properties in the Hoodland area related to the construction of wastewater infrastructure by WES in July 1982;

WHEREAS, the assessments on three properties known as Whispering Woods #63833, #78295, and #78301 ("Properties") remain unpaid and have accrued interest at a default rate for uncollected debt of 12%; and

WHEREAS, the amount of interest owed on assessments for each of the Properties is almost three times the principal owed, and has become a perceived barrier to the development and further beneficial use of these properties; and

WHEREAS, WES desires to reduce the interest rate owed on the assessments of the Properties to 3%, which would reduce the total amount of collected interest from approximately \$68,790.61 to \$17,081.65, subject to the exact timing of full repayment, in order to facilitate the sale and development of the Properties;

NOW THEREFORE, BE IT RESOLVED BY BOARD OF WATER ENVIRONMENT SERVICES THAT:

1. The Board authorizes the reduction of the interest rate on the Properties from 12% to 3%.
2. The Board delegates authority to the Director or Assistant Director of Water Environment Services to take all necessary steps and execute all documentation necessary to accomplish the reduction in the interest rate and collection of the assessments owed by the Properties.

ADOPTED this 4th day of February, 2021.

WATER ENVIRONMENT SERVICES:

Chair

Recording Secretary