

**AGREEMENT**

**for**

**OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

**for the**

**CITY of SANDY, OREGON**

EXISTING

TABLE OF CONTENTS

1. SERVICES AND STANDARD OF PERFORMANCE .....	1
2. OWNER’S RESPONSIBILITIES .....	1
3. COMPENSATION AND PAYMENT .....	2
4. TERM .....	2
5. INDEMNITY AND LIABILITY .....	3
6. FINES AND CIVIL PENALTIES .....	4
7. INSURANCE.....	5
8. LABOR DISPUTES .....	6
9. UNFORESEEN CIRCUMSTANCES .....	6
10. ACCESS TO FACILITIES AND PROPERTY .....	6
11. CONTRIBUTIONS TO THE INDUSTRIAL ACCIDENT FUND .....	7
12. LIENS AND CLAIMS .....	7
13. INCOME TAX WITHHOLDING.....	7
14. INDEPENDENT CONTRACTOR.....	7
15. MEDICAL CARE FOR EMPLOYEES .....	7
16. SAFETY AND HEALTH REQUIREMENTS.....	7
17. PAYMENT REQUIREMENTS (ORS 2798.220).....	7
18. HOURS OF WORK .....	8
19. CHANGES .....	8
20. NO THIRD PARTY BENEFICIARIES.....	8
21. JURISDICTION .....	8
22. SEVERABILITY AND SURVIVAL.....	8
23. AUTHORITY.....	8
24. NOTICES .....	8
25. RECORDS.....	9
26. WORK IS PROPERTY OF OWNER .....	9
27. DUTY TO INFORM .....	10
28. MEDIATION/TRIAL WITHOUT A JURY .....	10
29. ENTIRE AGREEMENT .....	10

APPENDIX A - DEFINITIONS

APPENDIX B - SCOPE OF SERVICES

APPENDIX C - CAPACITY AND CHARACTERISTICS

APPENDIX D - LOCATION OF PROJECT

APPENDIX E - COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

APPENDIX F - PROJECT VEHICLES AND EQUIPMENT

APPENDIX G - LANDSCAPE MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

**AGREEMENT FOR OPERATIONS, MAINTENANCE  
AND MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of December 2018 (the “Effective Date”), by and between the City of Sandy, Oregon whose address for any formal notice is 39250 Pioneer Blvd, Sandy, OR 97055 (“Owner”) and Veolia Water North America-West, LLC (“VEOLIA”), whose address for any formal notice is 700 E Butterfield Rd, Suite 201, Lombard, IL 60148 with a contemporaneous copy to: 53 State Street, 14th Floor, Boston MA 02109, Attn: General Counsel. Owner and VEOLIA are each referred to as a “Party” and are collectively referred to as the “Parties.”

**STATEMENT OF PURPOSE**

WHEREAS, the Owner owns certain facilities and systems which are further described in Appendix C; and

WHEREAS, Owner desires to contract with VEOLIA to perform certain operation and maintenance services as further described in Appendix B under the terms and conditions set forth in this Agreement.

**1. SERVICES AND STANDARD OF PERFORMANCE**

- 1.1. Veolia shall, within the design capacity and capability of the Owner’s facilities, perform the services set forth in Appendix B in accordance with applicable law and the requirements set forth in Appendix C.
- 1.2. VEOLIA shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services under the same conditions.
- 1.3. VEOLIA shall be responsible for the cost of operation, maintenance and fuel for Owner vehicles and equipment, unless otherwise agreed to between the parties. Owner shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by VEOLIA shall be limited to duties and use within the course and scope of this Agreement. Training for VEOLIA employees and other such activities are not part of the course and scope of this Agreement and therefore Owner vehicles and equipment should not be used for such matters.

**2. OWNER’S RESPONSIBILITIES**

- 2.1. Maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of VEOLIA hereunder. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by Owner shall remain the exclusive property of Owner unless specifically provided for otherwise in this Agreement.
- 2.2. The Owner shall pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in Appendix B including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project. Taxes imposed upon VEOLIA’s net income and/or payroll taxes for VEOLIA’s employees are not included.

- 2.3. The Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 2.4. The Owner shall provide for VEOLIA's use of all vehicles and equipment currently in use at the Project, including the vehicles described in Appendix F. Such vehicles and equipment shall be in road safe condition. As stated above, VEOLIA shall be responsible for the cost of operation, maintenance and fuel for such vehicles and equipment, unless otherwise agreed to between the parties. Owner shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by VEOLIA shall be limited to duties and use within the course and scope of this Agreement. The parties may supplement this Agreement to provide for an agreed schedule of replacement of such vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.
- 2.5. The Owner agrees to not offer employment or other compensation to Project Management and Supervisory personnel of VEOLIA directly working on this Project for a period of two (2) years after the end date of this Agreement or said employee's re-assignment from this Project.
- 2.6. Owner has provided to VEOLIA all data in Owner's possession relating to the Project. VEOLIA will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

### **3. COMPENSATION AND PAYMENT**

Compensation for the services is described in Appendix E.

### **4. TERM**

- 4.1. The initial term of this Agreement shall be for five (5) years commencing on the Commencement Date. Thereafter, this Agreement may be renewed for a term of five (5) years ("Renewal Term") if approved in writing by both parties. If the Parties agree to a Renewal Term, the parties will strive to begin negotiations one hundred eighty (180) days prior to expiration.
- 4.2. Either Party may terminate this Agreement for a material breach of this Agreement by the other Party after giving written notice of the breach and allowing the other Party a reasonable time to correct the breach. Neither Party shall terminate this Agreement without giving the other Party thirty (30) days' written notice of intent to terminate for failure of the other Party to correct the breach within a reasonable time.
- 4.3. Beginning on the first anniversary of the Commencement Date, either Party may terminate this Agreement at its discretion either with or without cause, by giving at least one hundred twenty (120) days prior written notice.
- 4.4. For the initial term of the Agreement only, in the event Owner exercises its rights under Section 4.3 above, Owner shall reimburse Veolia for Veolia's demobilization costs and expenses not to exceed \$20,000 (the "Termination Payment"). If Owner terminates the Agreement under Section 4.3 after the first anniversary of the Commencement Date, Owner will reimburse Veolia up to \$20,000 for actual expenses. If Owner terminates the Agreement under Section 4.3 after the second anniversary of the Commencement Date, Owner will reimburse Veolia up to \$10,000 for actual expenses. There will be no reimbursement if the Owner exercises its rights under Section 4.3 after the third anniversary of the Commencement Date. The Termination Payment will be due on the effective date of termination.

- 4.5. Upon notice of termination by either Party, VEOLIA shall assist Owner in assuming or transferring the operation of the Project. If additional Cost is incurred by VEOLIA at the request of Owner, Owner shall pay VEOLIA such Cost within 30 (thirty) days of invoice receipt. If requested by Owner, VEOLIA will continue to provide the current operations staff for a period of up to ninety (90) days beyond the date of termination for a pro-rated Base fee. If the current staff are not available, VEOLIA will provide an operations staff for a period of up to ninety (90) days beyond the termination for a negotiated fee to include travel, per diem and associated labor costs.
- 4.6. Upon termination of this Agreement and all renewals and extensions of it, VEOLIA will return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, ordinary wear and tear and repairs not approved by Owner excepted. If Owner incurs any additional costs associated with returning the Project to the original condition less ordinary wear and tear, VEOLIA shall pay Owner such costs within thirty (30) days of invoice receipt. Equipment and other personal property purchased by VEOLIA for use in the routine operation or maintenance practices of the Project and billed to the Owner in excess of the Base Fee shall become the property of the Owner upon termination of this Agreement, provided that Owner has reimbursed VEOLIA for such equipment and other personal property. However, any equipment or personal property that is purchased by VEOLIA and not billed to the Owner shall be the property of VEOLIA and shall be removed from the Project by VEOLIA at the termination of this Agreement.
- 4.7. Effect of termination. If the Agreement is terminated before the expiration date, Owner will compensate Veolia for work performed up until the effective date of the termination and any payments subject to Sections 4.4 and 4.5.

## **5. INDEMNITY AND LIABILITY**

- 5.1. VEOLIA agrees to indemnify, defend (with counsel reasonably acceptable to Owner) and hold harmless Owner and its officers, officials, employees and agents from and against all liability, loss, damage, expense, costs, including attorney fees, arising out of or associated with VEOLIA's work or duties as described herein, to the extent caused by (1) any willful misconduct, negligent act or omission of VEOLIA, its agents, any of its subcontractors, and anyone directly or indirectly employed by VEOLIA, its agents or its subcontractors, and anyone for whose acts any of them may be liable, (2) the negligent operation of the Project by or under the direction of Veolia, or (3) Veolia's failure to perform its duties under this Agreement, except to the extent caused by the Owner's willful misconduct, negligent act or omission.
- 5.2. It is understood and agreed that, in seeking the services of VEOLIA under this Agreement, Owner is requesting VEOLIA to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, to the fullest extent permitted by law, Owner agrees to hold harmless, indemnify, and defend VEOLIA from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the negligent acts or omissions, or willful misconduct of VEOLIA, its employees or its subcontractors in the performance of services under this Agreement.
- 5.3. TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL OWNER, VEOLIA, THEIR SUBCONTRACTORS OR THEIR OFFICERS OR EMPLOYEES BE LIABLE TO ANY

OTHER PARTY IN ANY ACTION OR CLAIM FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE, WHETHER SUCH LIABILITY ARISES IN BREACH OF CONTRACT OR WARRANTY, TORT INCLUDING NEGLIGENCE, STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION. ANY PROTECTION AGAINST LIABILITY FOR LOSSES OR DAMAGES AFFORDED ANY INDIVIDUAL OR ENTITY BY THESE TERMS SHALL APPLY WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY OF ANY PROTECTED INDIVIDUAL OR ENTITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES, WHICH ARE INCONSISTENT WITH THESE TERMS, ARE WAIVED. Veolia's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of the facility's design, capabilities and physical capacity. It is not part of VEOLIA'S scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations.

- 5.4. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VEOLIA'S CUMULATIVE LIABILITY FOR PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATION ARISING UNDER THE AGREEMENT (WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW OR EQUITY) INCLUDING, BUT NOT LIMITED TO ITS INDEMNITY OBLIGATIONS SPECIFIED IN SECTION 5.1 OF THE AGREEMENT, SHALL NOT EXCEED (1) ANY AVAILABLE AND RECOVERED PROCEEDS FROM INSURANCE REQUIRED BY THIS AGREEMENT UP TO THE SPECIFIED LIMITS (WITHOUT REGARD TO THE AMOUNT OF ANY DEDUCTIBLE WHICH MAY BE APPLICABLE UNDER ANY SUCH POLICY) AND (2) TO THE EXTENT INSURANCE IS NOT APPLICABLE, TEN MILLION (\$10,000,000) FOR THE DURATION OF THE AGREEMENT, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VEOLIA IN BREACH OF VEOLIA'S OBLIGATIONS UNDER THIS AGREEMENT.

## **6. FINES AND CIVIL PENALTIES**

- 6.1. Veolia shall be liable for fines or civil penalties which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from VEOLIA's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist VEOLIA to contest any such fines in administrative proceedings and/or in court prior to any payment by VEOLIA. VEOLIA shall pay the costs of contesting any such fines.
- 6.2. VEOLIA shall not be liable for fines or civil penalties that result from violations that occurred prior to the Commencement Date of this Agreement (unless covered by the existing agreement between the parties) or are otherwise directly related to the ownership of the Project. Any violation that occurred prior to the Commencement Date of this Agreement will be covered by the terms and conditions of the then-existing Agreement between the parties in which time the violation occurred.

6.3. OWNER shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on OWNER and/or Veolia that are not a result of Veolia's breach, negligence or willful misconduct, or are otherwise directly related to the ownership of the Project, and shall indemnify and hold Veolia harmless from the payment of any such fines and/or penalties.

## 7. INSURANCE

7.1. VEOLIA shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

1. Statutory Worker's Compensation and Employers Liability Insurance as required by the State in which the Project is located.
2. Automobile Liability Insurance with Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of VEOLIA owned or leased motor vehicles, including onsite and offsite operations.
3. Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of VEOLIA or any of its employees, or subcontractors.
4. Pollution Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering operation of the wastewater treatment facilities only.

7.2. VEOLIA shall add Owner and Owner's elected officials, officers, and employees, as additional insured in VEOLIA's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies.

7.3. VEOLIA's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies will be primary and non-contributory to any other coverage available to Owner.

7.4. VEOLIA will provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or adverse material change in coverage required in Section 7 (except ten (10) days' notice for non-payment of premium).

7.5. Owner will maintain the following insurances throughout the term of the Agreement, and shall provide VEOLIA with Certificates of Insurance to demonstrate compliance with this provision:

7.5.1. Property Damage Insurance for all property including Owner supplied vehicles and equipment for the full fair market value of such property. Owner will obtain a waiver of subrogation in favor of Veolia and Veolia's insurers.

7.5.2. Liability Insurance for all motor vehicles and equipment provided by Owner and operated by VEOLIA under this Agreement.

## 7.6. Certificates of Insurance (“COI”).

7.6.1. The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 7 and its subsections. COI will reference the project name as identified on the first page of this Agreement.

7.6.2. In the event the COI provided indicates that any required insurance will expire during the period of this Agreement, the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.

7.6.3. In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy’s renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party’s receipt.

## 8. LABOR DISPUTES

In the event activities by Owner’s employee groups or unions causes disruption in VEOLIA’s ability to perform its obligations under this Agreement, Owner, with VEOLIA’s assistance, or VEOLIA at its own option, may seek appropriate injunctive court orders during any such disruption, VEOLIA shall operate the facilities on a best efforts basis until any such disruptions cease, but VEOLIA cannot assure compliance with all contract conditions.

## 9. UNFORESEEN CIRCUMSTANCES

Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The Party invoking this clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

In the case of Unforeseen Circumstances Owner agrees to pay any undisputed Costs incurred by VEOLIA in connection with the Unforeseen Circumstance. Before payment is made, VEOLIA shall provide the Owner with an itemized list of Costs and explanations. Any disputed costs will be reviewed and negotiated by both parties to determine final payment.

## 10. ACCESS TO FACILITIES AND PROPERTY

10.1. Owner will make its facilities accessible to VEOLIA as required for VEOLIA’S performance of its services, and will secure access to any other Owner property necessary for performance of VEOLIA’s services.

10.2. VEOLIA shall provide 24-hour per day access to Project for Owner’s personnel. Visits may be made at any time by any of Owner’s employees so designated by Owner’s Representative. Keys for the Project shall be provided to Owner by VEOLIA. All visitors to the Project shall comply with VEOLIA’s operating and safety procedures.



## **11. CONTRIBUTIONS TO THE INDUSTRIAL ACCIDENT FUND**

VEOLIA shall pay all contributions or amounts due the Industrial Accident Fund from VEOLIA incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 2798.220)

## **12. LIENS AND CLAIMS**

VEOLIA shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 2798.220)

## **13. INCOME TAX WITHHOLDING**

VEOLIA shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220).

## **14. INDEPENDENT CONTRACTOR**

14.1. VEOLIA is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Agreement. As an independent contractor, VEOLIA is not entitled to indemnification by Owner or the provision of a defense by Owner under the terms of ORS 30.285. This acknowledgment by VEOLIA does not affect its independent ability (or the ability of its insurer) to assert the monetary affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

14.2. Worker's Compensation Coverage. VEOLIA hereby certifies that it has qualified for State of Oregon Worker's Compensation coverage either as carrier-insured employer or as a self-insured employer. (ORS 279B.230).

## **15. MEDICAL CARE FOR EMPLOYEES**

VEOLIA shall make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of VEOLIA's employee(s), all sums which VEOLIA agrees to pay for such services and all monies and sums which Owner collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230).

## **16. SAFETY AND HEALTH REQUIREMENTS**

VEOLIA shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

## **17. PAYMENT REQUIREMENTS (ORS 2798.220)**

VEOLIA shall make payment promptly, as due, to all persons supplying to VEOLIA labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220). If VEOLIA fails, neglects, or refuses to make a prompt payment of any claim for labor or services furnished to VEOLIA or a subcontractor, or by any person in connection with this contract as the claim becomes due, the Owner may pay the claim to the person furnishing the labor or services

and charge the amount of the payment against funds due or to become due to VEOLIA pursuant to this contract. The Owner's payment of a claim under this Section shall not relieve VEOLIA or VEOLIA's surety, if any, from responsibility for those claims.

#### **18. HOURS OF WORK**

Veolia shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair Labor Standards Act of 1938 (29 USC §201 et. seq.).

#### **19. CHANGES**

Owner and VEOLIA may mutually make changes within the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement executed by both parties.

#### **20. NO THIRD PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than Owner and VEOLIA and has no third party beneficiaries.

#### **21. JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

#### **22. SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

#### **23. AUTHORITY**

Both Parties represent and warrant to the other Party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing Party below has such authority to bind the Party.

#### **24. NOTICES**

All notices shall be in writing and delivered, mailed or e-mailed to each Party at the respective addresses written below. All notices shall be deemed given (i) if delivered personally or by messenger, upon delivery, (ii) if delivered or sent by overnight mail or overnight courier, on the scheduled day of delivery or such earlier time as is confirmed by the receiving Party, (iii) if sent by registered or certified first class mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid, or (iv) if delivered or sent by e-mail, on the day of transmittal if transmitted during normal business hours or on the next business day if not transmitted during normal business hours. Notice of change of address shall be provided in the same manner, and such change shall not be deemed a modification or amendment to the Agreement.

Owner's Project Manager:  
Mike Walker  
Public Works Director  
39250 Pioneer Blvd.  
Sandy, OR 97055

Veolia's Project Manager:  
Mike Greene, General Manager  
10350 SW Arrowhead Creek Lane  
Wilsonville, Oregon 97070

With Copies To:  
Veolia Water North America-West, LLC  
700 E. Butterfield Road, Suite 201  
Lombard, IL 60148

Veolia Water North America-West, LLC  
Attn: General Counsel  
53 State Street, 14th Floor  
Boston MA 02109

## **25. RECORDS**

VEOLIA agrees that Owner and its authorized representatives shall have access during normal business hours to all books, documents, papers and records that are directly related to the Project for the purpose of making any audit, examination, copies, excerpts and transcripts.

## **26. WORK IS PROPERTY OF OWNER**

All work, including but not limited to documents, drawings, papers, computer programs, photographs, and reports ("Deliverables"), performed or produced by VEOLIA under this Agreement shall be the property of Owner. VEOLIA may retain copies of said documents and materials as desired but will deliver all original materials to Owner upon Owner's written notice. Owner agrees that use of VEOLIA'S completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at Owner's own risk. Except as provided by this Agreement, VEOLIA shall retain ownership of its business records and Owner shall have no right to view or obtain copies of such business records, except pursuant a subpoena lawfully issued by court of competent jurisdiction. Notwithstanding the foregoing, VEOLIA shall retain the right to use the ideas, concepts, know-how, and techniques derived from the rendering of the Deliverables, and VEOLIA shall be entitled to any and all protections afforded under state and federal statutory or common law with respect to any materials that were prepared, developed or used by VEOLIA prior to or outside the scope and course of completing the Services performed under the terms of this Agreement ("VEOLIA Intellectual Property"), and such VEOLIA Intellectual Property shall remain the intellectual property of VEOLIA and shall not be the property of Owner. In the event (and to the extent) that any Deliverable contains any items or elements that are VEOLIA Intellectual Property, VEOLIA grants to Owner an irrevocable, perpetual, royalty-free limited license to use, execute, display and/or perform such to the extent it is necessary to fulfill Owner's purposes under this Agreement.

VEOLIA shall maintain all records and accounts concerning the operation, maintenance and repair of the Project in accordance with generally accepted accounting principles. All such records and accounts shall be retained by VEOLIA and kept accessible for a minimum of three (3) years from the expiration or termination of this Agreement, except as required longer by law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

## **27. DUTY TO INFORM**

VEOLIA shall give prompt written notice to Owner's Project Manager if, at any time during the performance of this Agreement, VEOLIA becomes aware of actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement, or with any federal, state, or local law, rule or regulation, or has any objection to any decision or order made by Owner. Any delay or failure on the part of Owner to provide a written response to VEOLIA shall constitute neither agreement with nor acquiescence in VEOLIA's statement or claim and shall not constitute a waiver of any of Owner's rights.

## **28. MEDIATION/TRIAL WITHOUT A JURY**

Should any Agreement-related dispute arise between the Parties, which does not involve claims made by or asserted against third parties, and if the dispute cannot be settled through negotiation in good faith, it is agreed that such dispute will be submitted to a mediator prior to any litigation, and the Parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through non-binding mediation and only in the event said mediation efforts fail, then through litigation.

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

The Parties shall exercise good faith efforts to select a mediator who shall be compensated equally by the Parties. Mediation will be conducted in Sandy, Oregon, unless the Parties agree in writing otherwise. Parties agree to exercise good faith efforts to resolve all Agreement-related disputes through the mediation process. If a Party requests mediation and the other Party fails to respond within ten (10) days, or if the Parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either Party. The Parties shall retain all rights with respect to any dispute not covered by this Section. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties.

## **29. ENTIRE AGREEMENT**

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

Both parties indicate their approval of this Agreement by their signatures below, and each Party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been and will be taken.

Veolia Water North America-West, LLC

City of Sandy, Oregon

By: 

By: 

Title: Senior Vice President

Title: Kim Yamashita

Name: Keith Oldewurtel

Name: City Manager

EXISTING

APPENDIX A  
DEFINITIONS

- A.1. "Adequate Nutrients" means plant influent nitrogen, phosphorous, and iron contents proportional to BODs in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BODs.
- A.2. "Base Fee" means the compensation paid by Owner to VEOLIA for the base services defined in Appendix B of this Agreement for any year of the Agreement. The Base Fee is specified in Appendix E.1 and will be adjusted annually in accordance with Base Fee Formula specified in Appendix E.3. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.
- A.3. "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.4. "BOD" means Biochemical Oxygen Demand over a five (5) day period.
- A.5. "Change in Law" means any of the following acts, events or circumstances to the extent that compliance with the change materially changes the Direct Cost of performing the work: the adoption, amendment, promulgation, issuance, modification, specifically changed by any local, state, federal or other governmental body. VEOLIA and Owner shall negotiate a mutually agreeable change in VEOLIA's Base Fee for any change in law which results in a significant change to the Direct Cost incurred to perform the scope of services. If the change results in a decrease in price, VEOLIA and Owner shall negotiate the change and apply a credit to the Base Fee.
- A.6. "Change in the Scope" are defined in Appendix B.4.
- A.7. "Commencement Date" shall mean March 1, 2019.
- A.8. "Cost" means the total of all Direct Cost and indirect cost determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP).
- A.9. "Direct Cost" means the actual cost incurred for the direct benefit of the Project, including but not limited to, expenditures for Project management labor, employee benefits, chemicals, lab suppliers, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools memberships and training supplies
- A.10. "Major Repairs" mean those Repairs that significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000.00).
- A.11. "Preventive Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or VEOLIA to maximize the service life of the equipment, sewer, vehicles, and facility.

A.12. "Project" means all equipment, vehicles, grounds, and facilities described in Appendix D and where appropriate, the operations, maintenance, and management of such.

A.13. "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof. However, if the need for the repair is caused by VEOLIA negligent or misuse, such expenditure will not be a "repair" under this agreement, will not be deducted from the Repair Limit and will be VEOLIA's sole responsibility.

Scheduled replacement per manufacturer's recommendations of the following specific consumables shall not be considered Repairs and the cost for same (excluding labor for installation) shall be the responsibility of the City:

- Effluent disc filter media cloth covers
- Ultraviolet disinfection system lamps, ballasts, wipers and sleeves

A.14. "TSS" means total suspended solids.

A.15. "Unforeseen Circumstances" means an event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of VEOLIA; (iii) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (iv) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

APPENDIX B  
SCOPE OF SERVICES

VEOLIA SHALL:

**B.1. GENERAL**

- B.1.1. Subject to the Maintenance and Repairs Limit, alter as needed, the process and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if alteration shall cost in excess of One Thousand Dollars (\$1,000.00).
- B.1.2. Operate, maintain and/or monitor the Project such that the Project is staffed at least Monday through Friday, eight (8) hours per day and a reduced but sufficient number of hours per day (Saturday, Sunday, Holidays) as necessary to meet operational needs. VEOLIA shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence. VEOLIA shall designate, as a minimum, one staff member as standby to respond to such calls.
- B.1.3. Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement, and where appropriate, the certification requirements mandated by the State.
- B.1.4. Pay all Costs incurred in normal Project operations except as otherwise included in Article 2 - Owner's Responsibilities.
- B.1.5. Perform Preventative Maintenance and Repairs for the Project, subject to the Repairs Limit.
- B.1.6. Maintain aesthetics of the facilities:
  - B.1.6.1. In general, maintain the WTP and WWTP site and grounds in a clean, neat, and orderly fashion to present a positive image of the facility and program.
  - B.1.6.2. Administrative and other occupied spaces shall be kept clean, dry, and habitable
  - B.1.6.3. Other spaces and floors shall be free of sewage, screenings, sludge, debris, etc.
  - B.1.6.4. Equipment, tools, and material will be properly stored
  - B.1.6.5. Trees and shrubs shall be kept trimmed, grass shall be maintained, and other grounds shall be free of noxious weeds
  - B.1.6.6. Maintain plant and site grounds at Hudson Rd. Pump Station and Revenue Ave. Reservoir per the scope of work and schedule in Appendix G. VEOLIA will present a plan for site and ground maintenance by April 1, 2019 with proposed costs. The plan will be agreed upon by both Parties, and the costs shall be billed to Owner in accordance Appendix E.1.1.3.
- B.1.7. Place at each permanently staffed Project facility, a copy of VEOLIA's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the Commencement Date of this Agreement. The cost of any capital improvement



required at the Project to bring the facilities within OSHA compliance will be paid by the Owner.

- B.1.8. Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, VEOLIA shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- B.1.9. In any emergency affecting the safety of persons or property, VEOLIA shall act without written amendment or change order, at VEOLIA's discretion, to prevent threatened damage, injury or loss; provided however, that VEOLIA shall obtain prior Owner approval for any emergency expenditure in excess of Five Thousand Dollars (\$5,000.00). VEOLIA will notify Owner as soon as reasonably possible and shall be compensated by Owner for any such emergency work notwithstanding the lack of written amendment or change order. VEOLIA will invoice Owner the amount mutually agreed to by the Parties for the emergency expenditure.
- B.1.10. Utilize Owner provided security devices during VEOLIA's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include: fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, VEOLIA shall make sure that all Project gates and structures are locked and that any security alarms are activated.
- B.1.11. Comply with all Federal and OR-OSHA regulations relating to bloodborne pathogens, confined space entry, fall protection, and any other applicable occupational health and safety requirements.
- B.1.12. Review the existing plant emergency action plan and provide an updated plan (if needed).
- B.1.13. VEOLIA shall provide Owner with a listing of any recommended Major Repairs that VEOLIA believes will be required for any of the facilities covered under the contract. Owner may choose to act on these recommendations upon review with Owner's Consulting Engineer. If Owner agrees with any of the recommendations provided, Owner shall attempt to budget for the necessary expenditure(s) in the next regularly scheduled biennial budget preparation cycle. However, VEOLIA shall not be relieved of its responsibilities to perform if the recommendations are not implemented and the City will be responsible for any fines, penalties or regulatory actions or consequences incurred if it can be demonstrated that such occurred as a result of these recommendations not being implemented. If VEOLIA believes the recommendation is necessary to perform its responsibilities and Owner continues to disagree, VEOLIA may terminate the Agreement pursuant to Section 4.3

## B.2. WASTEWATER TREATMENT PLANT

- B.2.1. Within the design capacity and capability of the Wastewater Treatment Plant (the "WW Plant"), manage, operate, and maintain the WW Plant so that effluent discharged from the WW Plant meets of the Clean Water Act and the requirements specified in NPDES Permit No. 102492 issued January 23, 2010 (copy attached), and other applicable/related permits issued by EPA, the State or local authorities, unless one or more of the following occurs: (1) WW Plant

influent does not contain Adequate Nutrients to support operation of the WW Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing processes and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in Section 13.12.080 of the Sandy Municipal Code; and (3) the flow, influent biochemical demand (BODs,) and/or total suspended solids (TSS) exceeds the WW Plant's design parameters that exceed the plants Maximum Allowable Headworks Loadings in which case Appendix C specifies responsibilities and remedies.

- B.2.2. Within the design capacity and capability of the WW Plant, operate the WW Plant in a manner such that odor and noise are minimized.
- B.2.3. Operate and maintain effluent filtration and UV disinfection systems. Replace disk filter media and UV system components per manufacturer's schedule
- B.2.4. Operate sodium hypochlorite disinfection system and recycled water pump station during land application season.
- B.2.5. Prepare and submit to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Veolia shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plant.
- B.2.6. Assist the Owner with the NPDES permit renewal process by providing Project information within VEOLIA's possession and control. Any additional assistance requested by the Owner will be handled as a Change in Scope.
- B.2.7. Operate and maintain, to its design capacity and capability, the solids handling system, including polymer addition and pH adjustment, in compliance with the Bio-Solids handling plan and regulatory requirements.
- B.2.8. Provide hauling and disposal of screenings, grit, scum, sludges (including lime stabilized sludge cake), and biosolids (collectively, "Residuals") to existing disposal sites for land application. The Parties shall negotiate responsibility for additional costs associated with Residual removal due to unexpected loss of available permitted sites, or unforeseen mechanical failures which prohibit removal of solids from the facility to permitted sites. However, Veolia shall be solely responsible for costs that resulted from VEOLIA's negligent actions, inactions, or factors within VEOLIA's control; for example, unavailable truck drivers, repairs not completed in a timely manner, or similar.
- B.2.9. Where land application is used as the method for disposal of biosolids, VEOLIA shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, VEOLIA shall assist Owner in securing all permits and land use agreements, and perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. VEOLIA may use the existing Owner secured permits and land application sites.
- B.2.10. Maintain positive working relationships with existing sludge disposal site owners and seek out new sludge disposal sites as needed.

- B.2.11. Provide computerized maintenance, process control and laboratory management systems for the Project and provide a monthly statistical summary of performance to Owner by the tenth (10th) of each month. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.
- B.2.12. Perform all laboratory testing and sampling for process control and as currently required by the State and Federal Clean Water Act, NPDES permit NPDES referenced documents and all Federal or State issued permits. Develop, follow and maintain a QAJQC program for laboratory equipment processes and procedures and comply with all OR-OSHA and other applicable laboratory and chemical safe handling requirements. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.
- B.2.13. Provide and document all Preventive Maintenance for the WW Plant. Owner shall have the right to inspect these records during normal business hours.
- B.2.14. Provide and document Repairs for the WW Plant. The Repairs Limit described in Appendix E shall not include the salary cost of VEOLIA's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature, or timing for completion of such repairs, VEOLIA may subcontract or provide VEOLIA personnel outside of the project to make such repairs and charge such services to the Repairs budget. VEOLIA will provide Owner with a monthly report on the expenditures of Repairs.
- B.2.15. Monitor wastewater pump station alarms reported to the WWTP SCADA computer and auto-dialer and convey this information to Owner personnel immediately. Owner and VEOLIA will develop a more detailed protocol for reporting and conveying this information after execution of the contract.
- B.2.16. Owner will be responsible for all power costs at the Wastewater Treatment Plant during the term of the Agreement. VEOLIA will be responsible for all other utility costs, (telephone, SCADA circuits, satellite internet) at the facility. The master water and wastewater SCADA computer is located at the water treatment plant and telephone lines are used for communications between the facilities. Solid waste disposal (trash and bar screenings) are collected by the Owner's solid waste franchisee at no cost to the project.

### B.3. WATER TREATMENT PLANT

- B.3.1. Within the design capacity and capability of the Water Treatment Plant (WTR Plant), manage, operate, and maintain the WTR Plant, as set forth in this Section B.3.1, so that finished water discharged from the WTR Plant meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as required by the Safe Drinking Water Act and as outlined in Appendix C.
  - B.3.1.1. For raw water sourced from Portland Water Bureau:

- Operate and maintain booster pumps;
- Set booster pump start/stop setpoints; and
- Operate and maintain Revenue Avenue transfer pumps including start/stop setpoints.

Operation and maintenance of the chemical feed system and the carbon filter stream is not included as part of the scope, and will be negotiated by the Parties at a later date.

**B.3.1.2. For the Alder Creek Water Treatment Plant:**

- Operate and maintain diversion dam and intake screens. Seasonally remove or install splash boards as necessary to provide positive suction head at raw water booster pump station;
- Operate and maintain raw water booster pump station and variable frequency drives;
- Operate and maintain streaming current monitors and chemical mixing and feed system.
- Operate and maintain clarifiers and filters; and
- Operate and maintain finished water pumps and set pump start/stop setpoints to maintain reservoir levels and adequate filter backwash water supply;
- Operate and maintain the on-site diesel generator, including all expendables (fuel, oil, etc.). Perform load bank testing at least bi-annually. This includes the diesel generator at the Terra Fern reservoir and pump station.

Maintenance of the underground piping of any diameter at this site will be performed by the Owner

**B.3.1.3. For Brownell Springs:**

- Operate and maintain chemical feed equipment;
- Maintain disinfectant inventory at the site by safely transporting and transferring small quantities of disinfectant to the site; and
- Maintain plant equipment, building and components.

Maintenance of the underground piping of any diameter at this site will be performed by the Owner

**B.3.1.4. For Hudson Road Booster Pump Station and Revenue Ave. Transfer Pump Station:**

- Operate and maintain the on-site diesel generator, including all expendables, (fuel, oil, etc.) at the Hudson Rd. site and the natural gas generator at Revenue Ave. site including all expendables. Perform load bank testing at least biannually. Owner will be responsible for natural gas service at the Revenue Ave. site.
- Maintenance of the underground piping of any diameter at this site will be performed by the Owner

B.3.1.5. VEOLIA shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains substances, materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the WTR Plant.

B.3.2. Assist the Owner with the disposal of Residuals to permitted disposal sites. Any Cost of this service due to permitting requirements, increased or unusual quantities of material, or increases in landfill rates, hauling costs, or tipping fees shall constitute a change in scope and give cause for an adjustment in fee. Owner and VEOLIA agree that Owner is the Generator of the Residuals.

B.3.3. Perform all laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations at the entry point and upstream as shown in Appendix V. Develop, follow and maintain a QA/QC program for laboratory equipment process and procedures. Comply with OR-OSHA and all applicable laboratory and chemical handling safety requirements. Additional laboratory testing and sampling requested by the Owner will be provided on a fee per test basis to be determined at the time of the request.

B.3.4. Provide and document all Preventive Maintenance for the WTR Plant. Owner shall have the right to inspect these records during normal business hours.

B.3.5. Provide and document Repairs for the WTR Plant. The Repairs Limit described in Appendix E shall not include the salary cost of VEOLIA's onsite personnel assigned to the project making such repair. However, due to the size, complexity, technical nature, or timing for completion of such repairs, VEOLIA may subcontract or provide VEOLIA personnel outside of the project to make such repairs and charge such services to the Repairs budget. VEOLIA will provide Owner with a monthly report on the expenditures of Repairs.

B.3.6. Provide and document Repairs for the WTR Plant in a mutually-agreed format by the tenth (10th) day of each month.

B.3.7. Provide monthly water production, peak day and regulatory compliance data by source in a mutually-agreed format by the tenth (10th) day of each month.

B.3.8. Owner will be responsible for all power costs at the Water Treatment Plant and associated sites during the term of the Agreement. VEOLIA will be responsible for all other utility costs, (telephone, SCADA circuits, satellite internet, solid waste disposal) at the facility. The master water and wastewater SCADA computer is located at the water treatment plant and telephone lines are used for communications between the facilities

#### B.4. SCOPE CHANGES

**B.4.1. A Change in Scope of services shall occur when and as VEOLIA's costs of providing services under this Agreement change as a result of:**

**B.4.1.1. Any change in Project operations, personnel qualifications, required certification, staffing or other cost which is a result of an Unforeseen Circumstance. VEOLIA will invoice Owner the amount mutually agreed to by the Parties. The undisputed invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs.**

**B.4.1.2. The current WWTP NPDES permit is being renewed. Any change in Project operations, personnel qualifications, required certification, staffing or other cost as a result of the issuance of new Permit or permit renewal shall constitute a Change in Scope. Increases or decreases of not less than ten percent (10%) in the Wastewater Plant influent flow or loadings, as set forth in Appendix C, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. The Parties must mutually agree upon compensation for the Changes in Scope.**

**B.4.1.3. Increases or decreases of not less than ten percent (10%) in the Water Plant average daily production, as set forth in Appendix C, as demonstrated by a twelve month floating average compared to the twelve month period ending on the Commencement Date of this Agreement. VEOLIA will invoice Owner the amount mutually agreed to by the Parties. The undisputed invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs. Owner's request of VEOLIA, and VEOLIA's consent, to provide additional services. Owner and VEOLIA shall negotiate an increase in VEOLIA's Base Fee for these Changes in Scope**

**B.4.2. At any time, the Owner may request VEOLIA to provide support services for Owner's capital projects. In this case VEOLIA shall propose a scope of services, schedule and budget identifying direct costs and overhead/profit charges. VEOLIA shall not proceed with any such capital project services without express written authorization of Owner.**

**APPENDIX C  
CAPACITY AND CHARACTERISTICS**

**C.1. CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT**

C.1.1. Wastewater Treatment Plant Design Capacity is described as follows:

Parameter	Plant
Flow, million gallons/day	1.25
BODs, pounds per day	2,220
TSS, pounds per day	2,330
Daily Peaking Factor	2.0

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow. VEOLIA will measure and update actual Plant Design Capacity within ninety (90) days of the Commencement Date and provide Owner in writing with any changes to this Section C.1.1.

C.1.2. In the event any one of the Project influent characteristics, suspended solids, BODs, or flow, exceeds the design parameters stated above, VEOLIA shall take commercially reasonable efforts to return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By:</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VEOLIA will have a thirty (30)-day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.3. VEOLIA shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period. Notwithstanding anything to the contrary, Owner retains all liability, fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.1.4. The Base Fee for services under this Agreement is based on the following Project influent characteristics as determined by a 12 month average (January- December of previous year):

Parameter	Plant
Avg flow, million gallons/day	1.62
BODs, pounds per day	2,362
TSS, pounds per day	2,289

## C.2. RAW WATER QUALITY AND FINISHED WATER REQUIREMENTS OF WATER TREATMENT PLANT

C.2.1. The facilities shall be operated and maintained in accordance with all applicable federal, state and local regulations pertaining to water treatment, contaminant monitoring, and reporting. All analytical methods used to demonstrate compliance shall be in accordance with methods approved by the Owner and State Agencies, as applicable. In the event the parameter does not have a method approved by Federal and State Agencies, VEOLIA will utilize alternate test methods approved by EPA in 40 CFR, 141, Subpart C.

### C.2.2. System Demand

VEOLIA shall assume an average day demand (ADD) for water of 1.098 mgd and a peak daily demand of 1.79 mgd at the commencement of this agreement. VEOLIA acknowledges that the Owner has the right to demand up to 3.5 mgd (including 0.5 mgd from the Portland Water Bureau source) on any day and VEOLIA shall undertake, as and when needed, the necessary arrangements to assure that sufficient personnel are available to satisfy additional demand overtime. If Owner communicates any changes in the average daily demand for water as listed above, this will constitute a Change in Scope, and an appropriate adjustment of fee shall be negotiated.

The Base Fee is based on the assumption that the supply of raw water for treatment shall be Brownell Springs and Alder Creek. VEOLIA shall accept 500,000 gallons/day of treated water from the City of Portland source, but any additional costs to treat Portland Water or the impacts associated with Portland Water is not covered in this Scope.

C.2.3. VEOLIA shall be responsible for meeting the water treatment performance standards established in Appendix B and C, but shall not be responsible for events outside the control of VEOLIA, which include but are not limited to:

- C.2.3.1. Materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project;
- C.2.3.2. Raw water supply is insufficient to meet demand;
- C.2.3.3. The demand for water exceeds the design capacity of the facilities specified in Appendix C;
- C.2.3.4. Vandalism; and/or
- C.2.3.5. Unforeseen Circumstances.

C.2.4. The estimated cost for services under this Agreement is based on an average day demand (ADD) of 1.098 mgd. Any change of ten percent (10%) in the average daily production based upon the prior calendar year (January–December of previous year) will constitute a Change in Scope.

Temporary increases in water production necessitated by equipment failure or to recover low reservoir levels shall not be included in these calculations.



**APPENDIX D  
LOCATION OF PROJECT**

VEOLIA agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein:

- D.1. All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant located at:

Wastewater Treatment Plant, 33400 SE Jarl Rd

- D.2. All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Water Treatment Plant located at:

Facility	Address
Alder Creek Water Treatment Plant	52500 Hwy 26
Terra Fern Rd. Reservoir and Pump Station	51515 Terra Fern Dr.
Brownell Springs	48205 SE Dowling Rd.
Sandercock Reservoir	44334 Sandercock Ln.
Vista Loop Rd. Reservoir	41225 SE Vista Loop Dr.
Hudson Road Booster Pump Station	39175 Hudson Road
Revenue Avenue Reservoir and Transfer Station	17160 Revenue Ave.

APPENDIX E  
COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT FORMULA

E.1. COMPENSATION

E.1.1. Calculation of Compensation

- E.1.1.1. Owner shall pay to VEOLIA as compensation for services performed under this Agreement a Base Fee of **Five Hundred Fifty-Four Thousand Three Hundred Seventy-Six Dollars (\$554,376)** for the Wastewater Services and **One Hundred Eighty-Two Thousand Nine Hundred Twenty-Two Dollars (\$182,922)** for the Water Services for the first year of this Agreement. Subsequent years' base fees shall be determined as specified in Appendix E.3. The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project: expenditures for Project management labor, employee benefits, chemicals, lab supplies, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities (excluding electricity, which shall be paid by Owner), tools, memberships, training and training supplies. The Base Fee is based on the assumption of treatment at the existing wastewater plant listed in Appendix D.2 and the characteristics listed in Appendix C.1.4. Any limitations on these expenditures as set forth in Appendix E.1.2.
- E.1.1.2. Owner expects to commence construction of an expansion to the existing WWTP during the term of this agreement. Owner will involve and consult with VEOLIA operations staff during planning and design of the new facilities. Additional labor or other costs attributable to construction of new WWTP facilities can be expected. Owner and VEOLIA will negotiate a Change in Scope for any additional services or expenses resulting from construction. Once a new wastewater plant has been constructed and completed acceptance testing and is online, the Parties agree to renegotiate the Base Fee.
- E.1.1.3. The services provided under this Agreement assume overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement. All additional expenses for water or wastewater treatment services shall be tracked and invoiced separately.

E.1.2. Limitations

- E.1.2.1. The total amount VEOLIA will be required to pay for Repairs and Maintenance will not exceed the annual Repairs Limit of Thirty Thousand (\$30,000.00) for the Wastewater services and Twenty Five Thousand (\$25,000.00) for the Water Services for the contract year identified under Appendix E.1.1 All repairs over \$2,000.00 will be deducted from the Repair Limit for the respective facilities.
- E.1.2.2. VEOLIA will bill the Owner for repairs over \$2,000 should the Repair Limit for a facility be exceeded prior to the end of the contract year or the Owner may choose to complete these repairs. Repairs (including labor) below the \$2,000 limit will be considered incidental to the project and included in the Base Fee. VEOLIA shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit,

and Owner shall pay VEOLIA for all Repairs performed by VEOLIA in excess of such limit. Any loss, damage or injury resulting from Owner's failure to provide for Repairs in excess of the Repairs Limit shall be the sole responsibility of Owner. VEOLIA shall rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit. VEOLIA will ask for Client consent before any Repair expenditure over \$5,000.00

E.1.2.3. Repairs charged to the Repair Limit shall not include labor costs for VEOLIA personnel assigned to the Sandy project. Repairs charged to the Repairs Limit using VEOLIA staff not assigned to the Sandy project may include labor costs.

E.1.2.4. The repair or replacement budget shall be used for individual repairs on discrete pieces of equipment or process components. Repair expenses related to discrete failure events or separate and unrelated pieces of equipment not required to make a piece of equipment operable may not be aggregated or combined in order to surpass the \$2,000 threshold.

E.1.2.5. Any loss, damage or injury resulting from VEOLIA's negligence, misconduct or negligent maintenance shall be the sole responsibility of VEOLIA

#### E.1.3. Changes in Compensation

E.1.3.1. The Base Fee will be adjusted annually using the Base Fee Adjustment Formula shown in Appendix E.3, with an annual escalation not to go below two percent (2%) or exceed five percent (5%). Upon each contract year renegotiation, VEOLIA shall continue to invoice Owner at the previous amount until written agreement between the Parties as to the new contract year Base Fee, upon which VEOLIA shall issue an invoice retroactively adjusting the previous contract year Base Fee amount

E.1.3.2. The Parties will negotiate the Repairs Limit each year, three (3) months prior to anniversary of the Commencement Date hereof in accordance with Appendix E.1.3.1. Should Owner and VEOLIA fail to agree, the Repairs Limit will be determined by the prior year's Repairs Limit Amount plus application of the Consumer Price Index (CPI) component of the Base Fee Adjustment Formula shown in Appendix E.3.

E.1.3.3. The Parties will negotiate compensation for Changes in Scope in accordance with Appendix B.

#### E.2. PAYMENT OF COMPENSATION

E.2.1. One-twelfth (1/12th) of the Base Fee for the current year and any charges against the repairs limit occurring in the subject month be invoiced on the first of the month for each month that services are provided. Repairs will be reconciled quarterly.

E.2.2. Invoices, (including repairs expenses and out-of-scope services) for services at the Plant shall be identified as such on the invoice. Invoices, (including repairs expenses, and out-of-scope services) for services at the WTR Plant shall be identified as such on the invoice.

- E.2.3. All other compensation to VEOLIA is due on receipt of VEOLIA's invoice and payable within thirty (30) calendar days, unless disputed by Owner.
- E.2.4. All payments due Owner under Section E.1.2 above shall be due and payable within ninety (90) days following the end of the applicable contract year.
- E.2.5. Owner shall pay interest at an annual rate equal to 8% or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.
- E.2.6. In the event of a contested billing, Owner may only withhold the contested portion from payment. The Owner will pay Veolia the undisputed portion in accordance with Appendix E.2.2.

**E.3. BASE FEE ADJUSTMENT FORMULA**

$$ABF = BF \times AF$$

Where:

ABF = Adjusted Base Fee

BF = Base Fee specified in Appendix E.1.1

AF = Adjustment Factor as determined by the formula:

$$[((ECI).70 + (CPI).30))] + 1.02$$

Where:

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Private Industry Workers in the Pacific Census Division as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU201000000249I.

CPI = The twelve month percent change (from September of the prior year to September of the current year) in the Consumer Price Index for All Urban Consumers: Water and Sewer and trash collection services (CUUR0000SEHG01) but not less than zero (0%).

**APPENDIX F  
PROJECT VEHICLES AND EQUIPMENT**

The Project includes all vehicles, rolling stock, and other equipment as follows:

Year	Make	Model/Description	Equipment/Vehicle ID No.
2002	Ford	1/2T 4x4 PU	
1994	Ford	C-9000 sludge spreader	
xxxx	Kubota	R 420 wheel loader	

EXISTING

## Appendix G

### HUDSON ROAD BPS AND REVENUE AVE. TPS LANDSCAPE MAINTENANCE REQUIREMENTS AND SPECIFICATION

#### SECTION A - SUMMARY

1. Contractor shall furnish all labor, tools, material and equipment required to maintain landscaped areas per the following sections during the term of the Agreement.
2. Contractor shall determine the number and frequency of visits required to maintain the landscaping per the specifications. It is assumed that the frequency of visits will vary depending on the season.
3. Project areas are shown on the attached landscape plans. Each site plans shows the tree, plant and shrub species on the sites. There is an irrigation plan for the Revenue Ave. site but not for the Hudson Rd. site. Manuals for the irrigation systems and irrigation programs are available at each site.

#### SECTION B - HERBICIDE PROGRAM

1. All herbicides shall be applied by or under the supervision of a currently licensed herbicide applicator. Notify the City of herbicide application type and schedule prior to seasonal application. Submit a record of rates, quantities and types applied conforming to Federal, State and Local regulations and submit copy to City.

#### SECTION C - PRODUCTS

Fertilizer, when required shall be Webfoot Organic deluxe 10-10-5 or Webfoot 5-15-10 cottonseed meal based fertilizer.

#### SECTION D - EXECUTION

**Fertilizing trees:** Fertilize individual trees or shrubs located outside of planting beds on an as-needed basis based on tree/shrub vigor or appearance.

**Weeding:** Planting beds are shown on the landscape sheets. Maintain clean, weed-free planting beds by pulling and removing all weeds from beds. Check beds for weeds at each scheduled mowing and during all other visits. Dispose of weeds removed off-site in an approved manner.

Weed other areas at each site per Section 6.

**Pruning:** Prune to shape plantings as needed or to conform to the natural growth patterns of each species. Remove all dead and diseased wood from the plantings.

**Mulching:** Maintain a two-inch mulch of sterile, commercial garden mulch (no

bark dust) on planting beds at all times. This includes the areas on both sides of the access drive outside the gate at the Revenue Ave. site. First application of new mulch shall be on or before April 1<sup>st</sup> of even-numbered contract years thereafter. Rake existing mulch in spring before applying new cover in order to break "crust" of old mulch.

**NOTE:** The access drive and parking areas at the Revenue Ave. and Hudson Rd. sites are made of permeable asphalt. No materials (mulch, sand, topsoil, etc.) may spilled, placed or stored on this surface.

**Spraying:** Spraying shall only be performed by a currently licensed applicator.

**Watering:** Per specified irrigation program. One-inch per week is sufficient during the growing season on established plantings. For areas watered with drip irrigation adjust watering as needed to maintain a one-inch per week equivalent. Contractor is encouraged to suggest changes to the irrigation schedule in order to conserve water and maintain landscape health. Review any changes to irrigation schedule with City prior to implementation.

Winterize irrigation system no later than November 1<sup>st</sup> of each year (earlier if threat of freezing weather exists) and start up irrigation system by June 1<sup>st</sup> (earlier if unusually warm or dry weather exists) of each year.

**Debris, clippings and trimmings:** Remove all debris, clippings and trimmings from weeding, pruning and general clean-up operations and dispose of in a legal manner off-site.

**Dead or dying plant materials:** Notify City of any damaged, dead or dying plant materials.

#### **Field Grass / Low Wildflower Mix Maintenance**

Field Grass / Low Wildflower Mix areas are identified on the landscape plan. The seed mix at the Hudson Rd. site consists of Pro-Time PT 706 mix. The seed mix at the Revenue Ave. site consists of Pro-Time PT 710 mix. Neither site requires mowing however, cutting with a weed eater or string trimmer during the growing season is necessary when the height is greater than 6" - 8". Typically, this is twice annually, once in the spring and once again in June or July.

Selectively apply herbicide weed control by a licensed applicator sufficient to control invasive broadleaf weeds and grasses. Employ hand weeding methods where herbicide application would damage wildflowers or grasses.

Utilize clean, sharpened cutting equipment, free of bacteria, fungus, chemicals, etc. prior to use on project site. Collect clippings from cutting operations and dispose of in a legal manner off-site.

#### **Water Quality Facility Area**

The Revenue Ave. site includes a water quality facility approximately 500 sq. ft.

in area. Do not mow water quality facility areas. Trim/prune native plants, sedges groundcover and grasses as needed. Do not apply herbicides in water quality facility areas. Remove weeds by hand only. Apply mulch as necessary until groundcover has filled in the pond side slopes.

Keep area around pond inlet and outlet piping clear.

Monitor runoff conditions in water quality facility; notify City of drainage or erosion problems.

### **Access Drive and Parking Areas**

The access drive and parking areas at the Revenue Ave. and Hudson Rd. sites are made of permeable asphalt. No materials (mulch, sand, topsoil, etc.) may spilled, placed or stored on this surface.

Police and sweep pedestrian walkways after mowing and during leaf season to maintain clean, safe surfaces, remove accumulated clippings and plant debris from walkways and entrances. Clean any paved surfaces soiled by landscape maintenance operations.

### **Weed Eradication**

Weed eradication shall include eradication by herbicide and non-herbicide methods (hand-pulling, mechanical cutting, etc.). Weed eradication program shall include but is not limited to the following noxious species:

Cirsium arvense (Canadian Thistle)  
Convolvulus spp. (Morning Glory)  
Cytisus scoparius (Scots Broom)  
Dipsacus sylvestris (Common Teasel)  
Eichornia crassipes (Water Hyacinth)  
Festuca arundinaceae (Tall Fescue)  
Hedera helix (English Ivy)  
Holcus lanatus (Velvet Grass)  
Lolium spp. (Rye Grasses)  
Lotus corniculatus (Bird's Foot Trefoil)  
Lythrium salicaria (Purple Loose Strife)  
Melilotus spp. (Sweet Clover)  
Myriophyllum spicatum (Eurasian Milfoil)  
Phalaris arundinaceae (Reed Canary Grass)  
Rubus discolor (Himalayan Blackberry)  
Solanum spp. (Nightshade)  
Trifolium spp. (Clovers)  
Vicia spp. (Vetches)

Herbicide application shall be by manual 'spot spraying', wicking, or backpack methods per manufacturer's specifications. Herbicide use in waterways or swale areas shall be subject to approval by City and be strictly applied per manufacturer's recommendations.



Selective hand removal by non-herbicide methods shall be utilized if herbicide application threatens native plantings. All native plantings damaged by herbicide application shall be replaced immediately at no cost to City.  
Protect the site and waterways at all times from erosion and siltation.

### **Irrigation System Inspection and Maintenance**

The Contractor shall irrigate to maintain all plantings in a healthy, thriving condition.

Start irrigation when plants require supplemental water due to dry weather during the active growing season.

Flush and winterize system by November 1<sup>st</sup> of each year or earlier if weather exhibits threat of freezing. Verify that system is free of water in all components subject to freeze damage.

City will be responsible for backflow device testing on the irrigation systems at each site.

Adjust nozzles, heads, emitters and valves to provide consistent water application avoiding over or under-watering throughout native planting areas. Contractor is encouraged to suggest changes to the irrigation schedule in order to conserve water and maintain landscape health. Changes to irrigation system schedule must be reviewed and approved by City.

Notify City of irrigation system problems that cannot be addressed by adjustment or replacement of heads or emitters.

---

-----End Specification Section-----

### PLANT LIST

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	QUANTITY
EV	EVERGREEN TREES				
FR	FRASER FIR	FRASER FIR	6'-8" BAB	10' OC	16
CP	CYPRESSOPARIS CASTLEWELLAN GOLD*	LEWLAND CYPRESS	6'-8" BAB	10' OC	17
PS	PSUEDOTSUGA MENZIESII	DOUGLAS-FIR	10'-12" BAB	20' OC	17
EX	EXCELSA REDCEDAR	EXCELSA REDCEDAR	6'-8" BAB	8' OC	19
WA	WATNONG CEDAR	WATNONG CEDAR	6'-8" BAB	8' OC	27
HE	WESTERN HEMLOCK	WESTERN HEMLOCK	10'-12" BAB	20' OC	11
VM	VINE MAPLE (CLUMP)	VINE MAPLE (CLUMP)	5 OC	AS SHOWN	14
MA	BIGLEAF MAPLE	BIGLEAF MAPLE	5 OC	AS SHOWN	6
GR	GREEN ARBOR VITAE	GREEN ARBOR VITAE	5'-8" BAB	3' OC	28
GR	GOLDEN ARBOR VITAE	GOLDEN ARBOR VITAE	5'-8" BAB	5' OC	54
CR	CRINKLE-LEAF CREEPER	CRINKLE-LEAF CREEPER	4" POT	36" OC	1,000
EC	ECLAWN	SEED MIX A - ECLAWN			
PM	PERENNIAL MIX	SEED MIX B - PERENNIAL MIX			
ST	STERILE WINTER WHEAT	SEED MIX C - STERILE WINTER WHEAT			
YR	"YELLOW RIBBON"	SEED MIX D - "YELLOW RIBBON"			
GR	GROUND COVER	RUBUS CALYNOIDES			

EXISTING TREES TO REMAIN



EXISTING TREE TO BE REMOVED



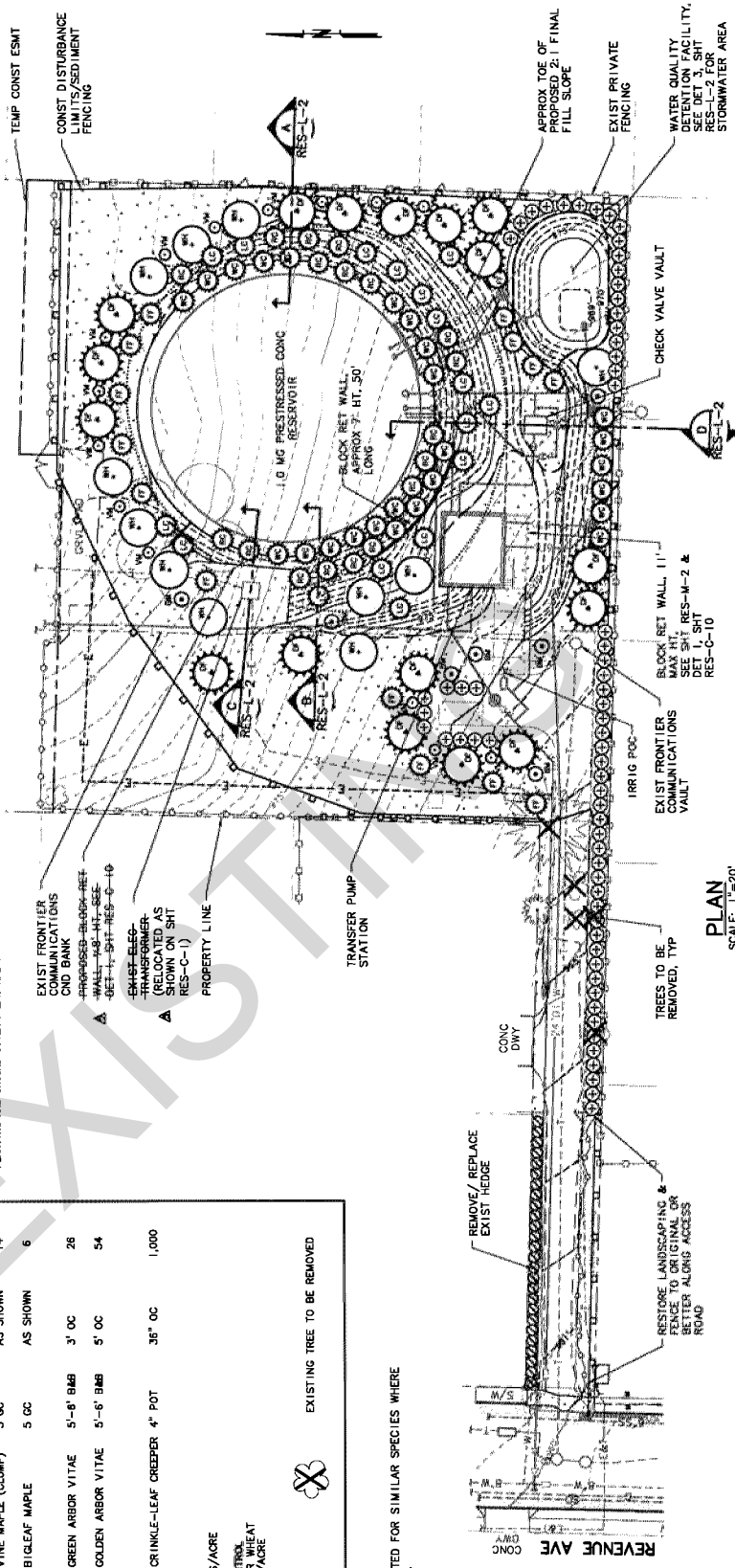
\* NOTE: LANDSCAPING WAS ADJUSTED FOR SIMILAR SPECIES WHERE REQUIRED DUE TO AVAILABILITY.

### NOTES

- LANDSCAPE SITE WORKS**
- PURPOSE OF THIS PLAN IS TO PREPARE TO OBTAIN FROM ALL CONTRACTORS THE BEST AVAILABLE MATERIALS FOR THE CONSTRUCTION OPERATIONS DO NOT EXCEED 10% OF THE OTHERS TO DISTURB THE AREA WITHIN THE DRAINAGE OF TREES TO BE PRESERVED.
  - STOCKPILED TOPSOIL IS AVAILABLE FOR USE IN LANDSCAPE WORK SURGRADE SOIL NOT ACCEPTABLE FOR USE IN PLANT PITS OR BEDS.
  - JUTE MATTING TO BE INSTALLED ON ALL SLOPES 2:1 AND STEEPER.
  - SEED MIX B SHOULD BE USED WITH STERILE WINTER WHEAT IN ADDITION TO PLANTING GROUND COVER. SEPARATE JUTE MATTING STRANDS TO PLANT GROUND COVER.
- IRRIGATION:**
- DESIGN, PROVIDE, AND INSTALL AUTOMATIC IRRIGATION SYSTEM TO MEET INDUSTRY STANDARDS. SUBMIT PROPOSED SYSTEM LAYOUT TO ENGINEER AND OWNER FOR REVIEW.
  - VERIFY CONDITIONS AND DIMENSIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF CONDITIONS THAT ARE A HINDRANCE TO COMPLETING WORK.
  - MAKE NECESSARY ADJUSTMENTS AND PROVISIONS FOR SLOPE CONDITIONS SO SYSTEM PERFORMS OPTIMALLY. ALL IRRIGATION PLANTING AND GROUND COVER ARE TO BE IRRIGATED.

### PLANTING

- CHECK AND CONFIRM PLANT MATERIAL QUANTITIES. NO SUBSTITUTIONS WILL BE ALLOWED. CONTRACTOR TO SECURE AVAILABILITY OF PLANT MATERIALS SIX MONTHS PRIOR TO COMMENCEMENT OF WORK.
- PLANT TREES AND SHRUBS IN LOCATIONS SHOWN SPACED TO COMPLETELY FILL BEDS WITH THE QUANTITIES INDICATED IN THE PLANT LIST. RETAIN ALL LABELS ON PLANT MATERIAL UNTIL FINAL ACCEPTANCE.
- A WYDORRIZATE ADDITIVE IS REQUIRED FOR ALL SEEDING AND PLANTING.
- 60% CONIFER TREES PLANTED ON SLOPES AS SHOWN IN DETAIL.
- ALL TREES AND SHRUBS TO BE INSTALLED WITH GUARDS AS DETERMINED TO PROTECT THEM FROM DAMAGE. GUARDS TO BE INSTALLED PRIOR TO PLANTING. GUARDS OR WIRE SCREENS WITH TIME FASTENERS SHALL BE INSTALLED ON ALL GUARDS WHICH ALL NEW PLANTING BEDS AND MINIMUM 24-INCH DIAMETER AROUND EACH TREE WITH 3" DEPTH COMPOSTED GARDEN MULCH PRODUCT BARK CHIPS OR BARK DUST ARE NOT ACCEPTABLE.
- GUARANTEE GERMINATION OF SEED PRIOR TO OCTOBER 1. PREFERRED PLANTING SEASONS ARE MARCH 15 TO JUNE 1 AND SEPTEMBER 15 TO NOVEMBER 1.
- PLANT MATERIAL WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND GUARANTEED AFTER COMPLETION OF THE PROJECT FOR A PERIOD OF 2 YEARS.



REVENUE AVE  
 REMOVE / REPLACE EXIST HEDGE  
 RESTORE LANDSCAPING & REFERENCE TO ORIGINAL OR REOPEN ALONG ACCESS ROAD  
 TREES TO BE REMOVED, TYP  
 IRRIG FRONTIER COMMUNICATIONS VAULT  
 BLOCK RET WALL 11" WATER MAIN SHIT RES-M-2 & DET 1, SHIT RES-C-10  
 CHECK VALVE VAULT  
 EXIST PRIVATE FENCING  
 APPROX TOE OF PROPOSED 2:1 FINAL FILL SLOPE  
 CONST DISTURBANCE FENCING  
 TEMP CONST ESMT  
 1.0 MG PRESTRESSED CONCRETE RESERVOIR  
 BLOCK RET WALL APPROX 37' HT, 50' LONG  
 TRANSFER PUMP STATION  
 EXIST FRONTIER COMMUNICATIONS CND BANK  
 PROPOSED BLOWER-HEAT WALL 14" HT, SEE DET 1, SHIT RES-C-10  
 EXIST ELEC TRANSFORMER (RELOCATED AS SHOWN ON SHIT RES-C-1)  
 PROPERTY LINE

SCALE: 1"=20'

PLAN

RECORD DRAWING

DESIGNED BY: JHE  
 CHECKED BY: JHE

DATE: 11/29/12

REVISIONS

NO. 1 DATE 11/29/12

BY: JHE

DESCRIPTION: RECORD DRAWING

APPENDIX 2

SHEET

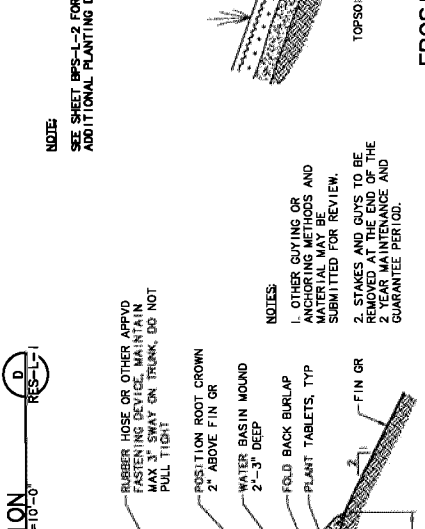
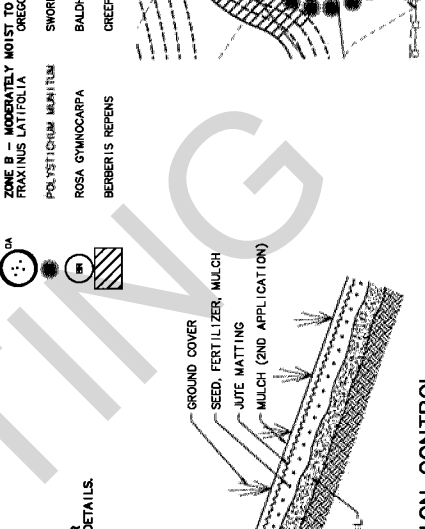
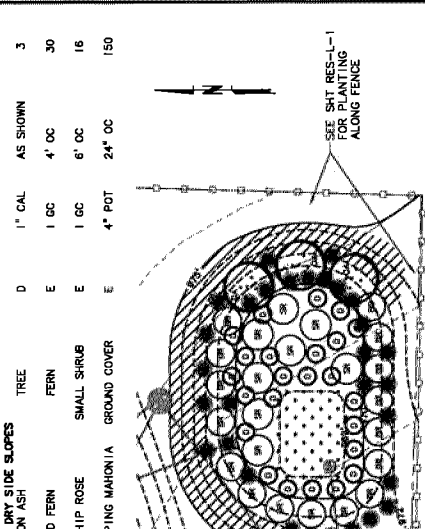
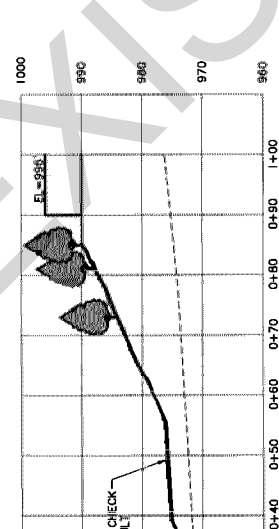
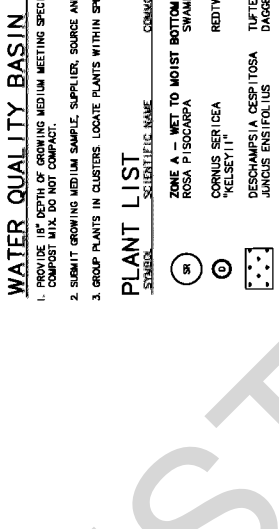
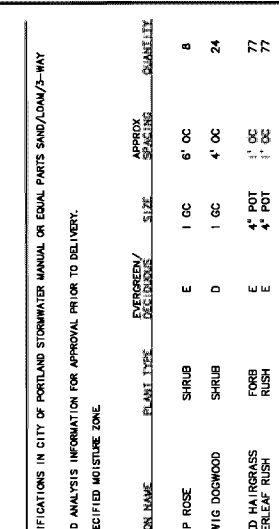
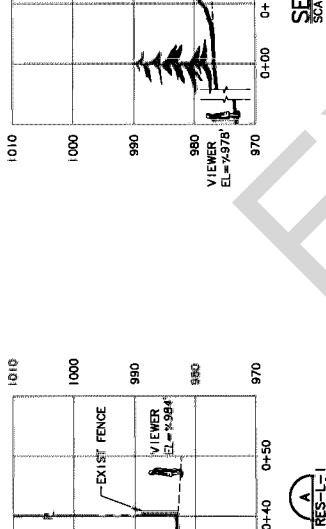
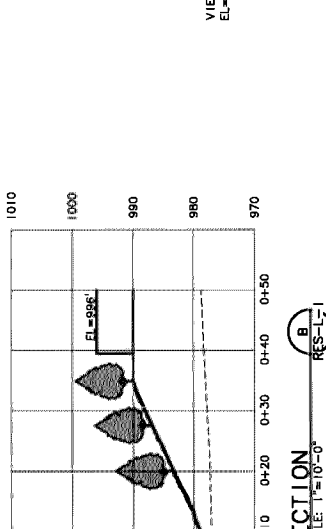
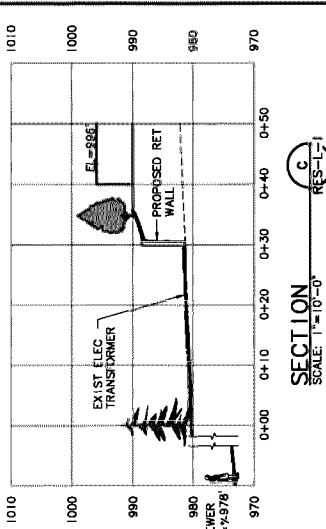
RES-L-1

RESERVOIR SITE PLANTING PLAN

CITY OF GANDY PWB INTERMEDIATE PROJECT SCHEDULE B 1.0 MG RESERVOIR AND TRANSFER PUMP STATION

PROJECT NO. 11-1285 SCALE: AS SHOWN DATE: NOVEMBER 2012

102 of 123



**WATER QUALITY BASIN**

1. PROVIDE A COPY OF GRADING MEDIUM MEETING SPECIFICATIONS IN CITY OF PORTLAND STORMWATER MANUAL OR EQUAL PARTS SAND/LUM/2-WAY COMPOST WITH DO NOT CONTACT.

2. SUBMIT GROWING MEDIUM SAMPLE, SUPPLIER, SOURCE AND ANALYSIS INFORMATION FOR APPROVAL PRIOR TO DELIVERY.

3. GROUP PLANTS IN CLUSTERS LOCATE PLANTS WITHIN SPECIFIED MOISTURE ZONE.

SCIENTIFIC NAME	COMMON NAME	PLANT TYPE	PERSENY/ PALMUSE	SIZE	APPROX QUANTITY
<b>ZONE A - WET TO MOIST BOTTOM</b>					
ROSSA PISODARPA	SWAMP ROSE	SHRUB	E	1 GC	6' OC
CORNUS SERICEA	REDTWIG DOGWOOD	SHRUB	D	1 GC	4' OC
WILSONIA	TUFTED HAIRGRASS	FORB	E	4" POT	1' OC
DESCHAMPSIA CAESPITOSA	DANGERLEAF RUSH	FORB	E	4" POT	1' OC
JUNCUS ENSIFOLIUS	OREGON ASH	TREE	D	1" CAL	AS SHOWN
<b>ZONE B - MODERATELY MOIST TO DRY SIDE SLOPES</b>					
FRAXINUS LATIFOLIA	SWAMP FERN	FERN	E	1 GC	4' OC
POLYPODIUM MUNITUM	BALDHIP ROSE	SMALL SHRUB	E	1 GC	6' OC
ROSA GYMNOCARPA	CREeping MAHONIA	GROUND COVER	E	4" POT	24" OC
BERBERIS REPENS					

**NOTES:**

1. OTHER GUYING OR ANCHORING METHODS AND REMOVAL AT THE END OF THE GUARANTEE PERIOD.

2. STAKES AND GUYS TO BE REMOVED AT THE END OF THE GUARANTEE PERIOD.

**SECTION A**  
SCALE: 1"=10'-0"  
RES-L-1

**SECTION B**  
SCALE: 1"=10'-0"  
RES-L-1

**SECTION C**  
SCALE: 1"=10'-0"  
RES-L-1

**SECTION D**  
SCALE: 1"=10'-0"  
RES-L-1

**SECTION E**  
SCALE: 1"=10'-0"  
RES-L-1

**SECTION F**  
SCALE: 1"=10'-0"  
RES-L-1

**WATER QUALITY BASIN**  
SCALE: 1"=10'-0"  
RES-L-1

**EROSION CONTROL MATTING INSTALLATION**  
SCALE: NTS  
RES-L-1

**EVERGREEN TREE PLANTING ON SLOPES**  
SCALE: NTS  
RES-L-1

**PLANT LIST**

**NOTES:**

**RECORD DRAWING**  
SEE DISCUSSION SHEET 1, VERSION 4.1  
12-9-97

**CITY OF SANDY**  
**PWB INTERTIE PROJECT**  
**SCHEDULE B**  
**1.0 MG RESERVOIR AND TRANSFER PUMP STATION**

**RESERVOR SITE LANDSCAPING SECTIONS AND DETAILS**

PROJECT NO. 11-1222 SCALE: AS SHOWN DATE: NOVEMBER 2012

SHEET RES-L-2 103 of 123

**MSA**  
**Murray Smith & Associates, Inc.**  
**Engineers/Planners**  
121 S.W. Salem, Suite 800 PHONE 503-255-8111  
Portland, Oregon 97224 FAX 503-255-8522

**REVISION**

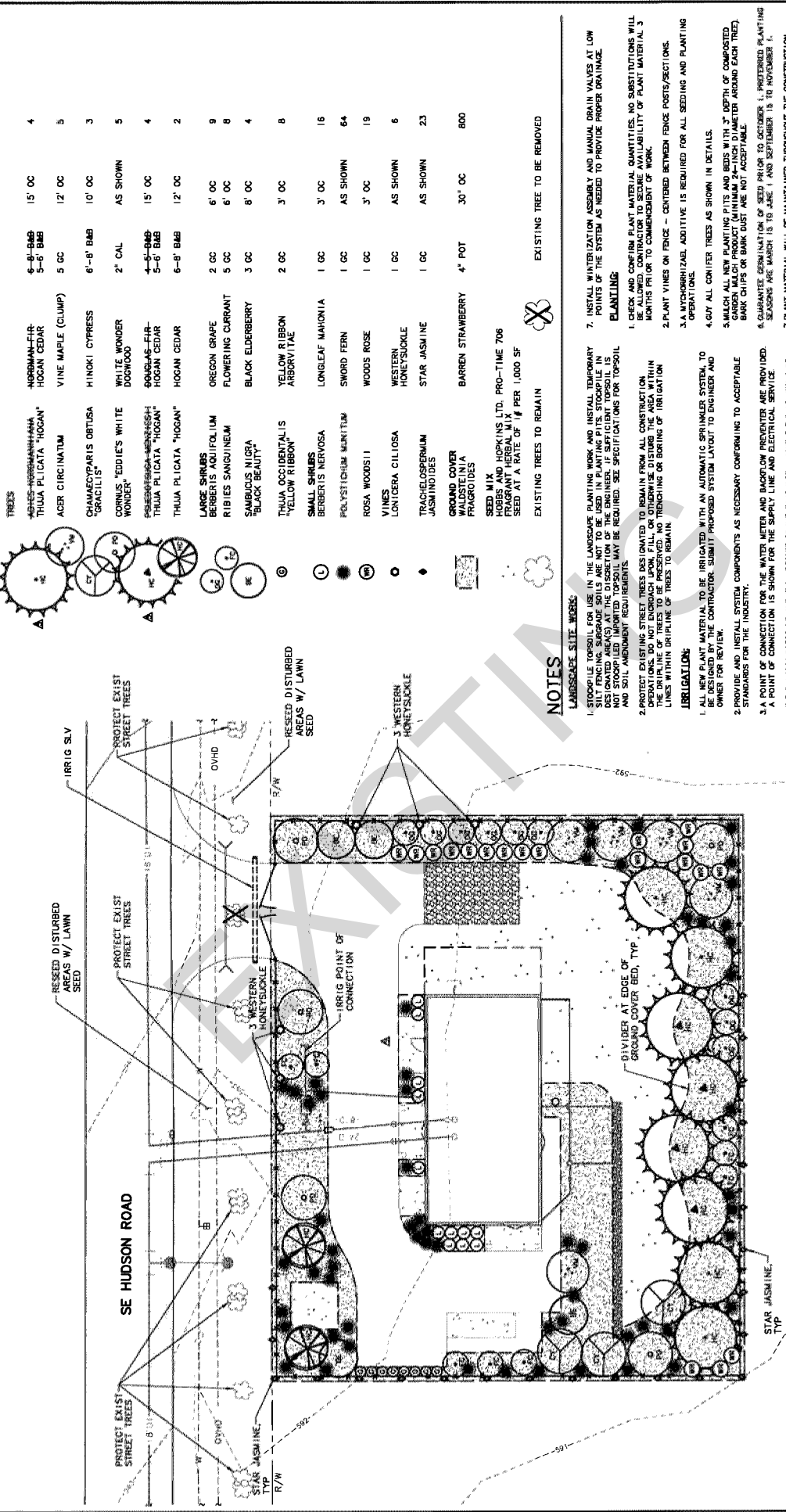
NO.	DATE	BY	REVISION

**NOTICE**

IF THIS BAR DOES NOT PRINT, THE DRAWING IS NOT TO SCALE

DESIGNED: JUF  
DRAWN: JUF  
CHECKED: JUF

DATE: 11/26/13  
BY: JUF



SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	QUANTITY
(A)	THUJA PLICATA "HOGAN"	HOGAN CEDAR	6"-8" B&B	15' OC	4
(B)	ACER CIRCINATUM	VINE MAPLE (CLUMP)	5 OC	12' OC	5
(C)	CHAMAECYPARIS OBTUSA "ORACLIUS"	HINKOY CYPRESS	6"-8" B&B	10' OC	3
(D)	CORNUS 'EDDIE'S WHITE WONDER'	WHITE WONDER DOGWOOD	2" CAL	AS SHOWN	5
(E)	PSYDOPUS-AMERESH	ROGUE F&R	4"-5" B&B	15' OC	4
(F)	THUJA PLICATA "HOGAN"	HOGAN CEDAR	5"-6" B&B	15' OC	4
(G)	THUJA PLICATA "HOGAN"	HOGAN CEDAR	6"-8" B&B	12' OC	2
(H)	LARGE SHRUBS	OREGON GRAPE	2 OC	6' OC	9
(I)	RIBIES SANGUINEUM	FLOWERING CURRANT	5 OC	6' OC	8
(J)	SAMBUCUS NIGRA "BLACK BEAUTY"	BLACK ELDERBERRY	3 OC	8' OC	4
(K)	THUJA OCCIDENTALIS "YELLOW RIBBON"	YELLOW RIBBON ARBORVITAE	2 OC	3' OC	8
(L)	SMALL SHRUBS	LONGLEAF MANOKIA	1 OC	3' OC	16
(M)	POLYSTICHUM MUNITUM	SWORD FERN	1 OC	AS SHOWN	64
(N)	ROSA WOODSII	WOODS ROSE	1 OC	3' OC	19
(O)	VINES	WESTERN HONEYSUCKLE	1 OC	AS SHOWN	6
(P)	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 OC	AS SHOWN	23
(Q)	GROUND COVER	BARREN STRAWBERRY	4" POT	30" OC	800
(R)	SEED MIX	HOBBS AND HOPKINS LTD. PRO-TIME 706 FRAGRANT HERBAL MIX			
(S)	EXISTING TREES TO REMAIN				
(T)	EXISTING TREE TO BE REMOVED				

**PLANT LIST**

**NOTES**

LANDSCAPE SITE WORKS:

- STOOPLE TOPSOIL FOR USE IN THE LANDSCAPE PLANTING WORK AND INSTALL TEMPORARY SILT FENCING. SOILS ARE NOT TO BE USED IN PLANTING PITS. STOOPLE IN DESIGNATED AREAS AT THE DISCRETION OF THE ENGINEER. IF SUFFICIENT TOPSOIL IS NOT AVAILABLE, SOIL AMENDMENT REQUIREMENTS.
- PROTECT EXISTING STREET TREES. USE ONLY TO REMAIN FROM ALL CONSTRUCTION OPERATIONS. DO NOT ENOUGH UPON, PULL OR OTHERWISE DISTURB THE AREA WITHIN LINES WITHIN DRIPLINE OF TREES TO REMAIN.
- IRRI GATION:
  - ALL NEW PLANT MATERIAL TO BE IRRIGATED WITH AN AUTOMATIC SPRINKLER SYSTEM, TO BE DESIGNED BY THE CONTRACTOR. SUBMIT PROPOSED SYSTEM LAYOUT TO ENGINEER AND OWNER FOR REVIEW.
  - PROVIDE AND INSTALL SYSTEM COMPONENTS AS NECESSARY CONFORMING TO ACCEPTABLE STANDARDS FOR THE INDUSTRY.
  - A POINT OF CONNECTION FOR THE WATER METER AND BACKFLOW PREVENTER ARE PROVIDED. A POINT OF CONNECTION IS SHOWN FOR THE SUPPLY LINE AND ELECTRICAL SERVICE.
  - FIELD CHECK PRESSURE AND FLOW BEFORE COMMENCING WORK. MAKE FIELD ADJUSTMENTS FOR MINOR EXISTING SITE FEATURES AND CONDITIONS THAT MAY NOT BE SHOWN ON THE DRAWINGS.
  - CONDUIT SLEEVING ADDRESS PAVEMENT AS NEEDED. ALL PIPELINES AND WIRES UNDER PAVEMENT SHALL BE SLEEVED, MINIMUM SIZE = 4" DIAMETER SLEEVE.
  - INSTALL DETECTABLE TRADE TAPE OVER ALL UNDERGROUND PIPING AND CONTROL WIRING.

**PLANTING:**

- VERIFY AND CONFIRM PLANT MATERIAL QUANTITIES. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. PLANT MATERIAL 3 MONTHS PRIOR TO COMMENCEMENT OF WORK.
- PLANT VINES ON FENCE - CENTERED BETWEEN FENCE POSTS/SECTIONS.
- MYCORRHIZAL ADDITIVE IS REQUIRED FOR ALL SEEDING AND PLANTING OPERATIONS.
- GET ALL CENTER TREES AS SHOWN IN DETAILS.
- MULCH ALL NEW PLANTING PITS AND BEDS WITH 3" DEPTH OF COMPOSTED GARDEN MULCH PRODUCT (MINIMUM 3/4" INCH DIAMETER AROUND EACH TREE). BARK CHIPS OR BARK DUST ARE NOT ACCEPTABLE.
- GUARANTEE GERMINATION OF SEEDS PRIOR TO OCTOBER 1. PREFERRED PLANTING SEASONS ARE MARCH 15 TO JUNE 1 AND SEPTEMBER 15 TO NOVEMBER 1.
- PLANT MATERIAL WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND GUARANTEED AFTER COMPLETION OF THE PROJECT FOR A PERIOD OF 2 YEARS.
- ALL TREES AND SHRUBS TO BE INSTALLED WITH GUARDS AS DETAILMENTS TO PROTECT FROM DAMAGE. GUARDS SHALL BE INSTALLED WITH GUARD RAILS OR WIRE SCREENS AND STAKE FASTENERS. SUBMIT PROPOSED ANIMAL GUARD METHOD OR PRODUCT FOR REVIEW PRIOR TO PLANT INSTALLATION.

**PLAN**  
SCALE: 1"=10'

**NOTE:** LANDSCAPING WAS ADJUSTED FOR SIMILAR SPECIES WHERE REQUIRED DUE TO AVAILABILITY.

**RECORD DRAWING**  
SEE DISCLAIMER, SHEET 1, VERSION 4.1 12-9-97

**DESIGNED BY:** [Signature]  
**CHECKED BY:** [Signature]

**DATE:** 11/28/12  
**BY:** [Signature]

**REVISIONS:**

**Murray Smith & Associates, Inc.**  
Engineers/Planners  
101 N. 1st Street, Suite 800  
Portland, Oregon 97201  
PHONE: 503-255-8010  
FAX: 503-255-4622

**MSA**

**CITY OF SANDY**  
**PWB INTERTIE PROJECT**  
**SCHEDULE C**  
**BOOSTER PUMP STATION**

**BOOSTER PUMP STATION**  
**PLANTING PLAN**

**BPS-L-1**

**PROJECT NO.:** 11-1285  
**SCALE:** AS SHOWN  
**DATE:** NOVEMBER 2012

**SHEET** 116 of 123