

Exhibit C - SCOPE OF WORK

1 GENERAL

- 1.1 The Contractor will be responsible for all operations, maintenance and management duties required to ensure efficient and effective operation of the Facilities. These duties include, but are not limited to:
- Day to day operations and monitoring.
 - Performing scheduled preventive, predictive maintenance, and asset management functions to ensure the long-term efficient operation of facility infrastructure.
 - Performing scheduled and unscheduled maintenance, repairs, and replacements as needed on infrastructure components.
 - Maintaining operations and maintenance & repair records for all infrastructure components in electronic format.
 - Maintaining the inventory and electronic inventory records for the consumable supplies needed for system operations and maintenance.
 - On-going evolution and development of automated systems and capabilities
 - Preparation for anticipated new regulatory requirements
- 1.2 The operations will be performed to comply with all federal, state, and local laws and regulations. The Contractor shall also be responsible for operating, maintaining, and managing the Facility pursuant to the requirements in this scope of work. The services shall be provided in a safe, secure, effective and efficient manner and shall meet the highest standards prevalent in the industry.
- 1.3 Provide a site Manager who shall attend Owner's staff and council meetings when requested. The Contractor shall permit the Owner the right to review and approve the Project Manager whenever a change of persons in this position takes place, which approval shall not be unreasonably withheld.
- 1.4 Provide staff for operation of the facilities, as required by permit(s), seven (7) days per week, including response to emergency calls 24 hours per day, 7 days per week, within one hour of its occurrence. Contractor shall designate, as a minimum, one staff member as standby to respond to such calls.
- 1.5 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 of Oregon.
- 1.6 Contractor is required to be Direct Responsible Charge of the water and wastewater treatment facilities. As such the Contractor is required to maintain on site staffing to meet the requirements below within 30 days of notice to proceed. This staff shall be employed on site full time at the Owner's project and shall not be time shared with another project without Owner's prior written permission.
- One individual with Oregon DEQ Wastewater Treatment Grade IV certification AND One individual with Oregon OHA Water Treatment Grade Level III certification; OR
 - One individual possessing both of the above certifications.
- 1.7 Contractor is required to perform corrective and predictive maintenance, in addition to

manufacturer recommended preventive maintenance. As such the Contractor is required to maintain on site staffing of one individual with Millwright certification or equivalent experience, within 30 days of notice to proceed, who shall be employed on site full time at the Owner's project and shall not be time shared with another project without Owner's prior written permission. Labor costs for said staff shall be included in the annual operational base fee and shall not be charged to the repair budget.

- 1.8 The Contractor is required to maintain required certifications and fulfill system supervisory requirements. If the Contractor is unable to meet these requirements for more than 90 days, the Owner will consider such a breach of this contract and cause for termination.
- 1.9 Contractor shall develop and maintain an ongoing training program that provides cross-training and includes certification of its operators in both water and wastewater treatment.
- 1.10 Contractor agrees to 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.
- 1.11 Contractor shall comply with all State and Federal Laws with regards to affirmative action provisions for minority hiring.
- 1.12 Contractor is responsible for paying all costs incurred to meet service levels described in this scope of work.
- 1.13 The Owner shall be responsible for direct payment of the following Facility operating costs:
 - Electricity
 - Natural gas
 - Internet, landline telephone, and SCADA communication services
 - Domestic garbage service
 - Residuals disposal hauling & tipping fees (biosolids, grit, and screenings)
 - Bulk chemicals as listed in sections 2.8 and 3.12.

The City may entertain alternative base fee arrangements for chemicals and utilities if the Proposer proposes an alternative method which is more advantageous to both the City and the Proposer.

- 1.14 Contractor is required to provide any vehicles required to execute scope of work. Contractor will coordinate with City to utilize City owned equipment such as forklift and Vactor for special projects.
- 1.15 Provide and document all Repairs for the Facilities. Conduct a "repair vs replace" analysis for all Repairs for the Facilities. Where Repairs are less than 40 percent (40%) of replacement costs, the item will normally be repaired. Where Repair cost are more than 40 percent (40%) of replacement costs and the item qualifies as a Capital Expense, the analysis will be submitted to the Owner for a decision concerning repair or replacement. The cost of Repairs shall not include the salary cost of Contractor's onsite personnel making such repair. However, due to the size, complexity, technical nature, or timing for completion of such Repairs, Contractor may subcontract such Repairs and charge such services to the Repairs budget. Contractor to provide Owner with a detailed monthly report and accounting of all Repairs.

- 1.16 Contractor shall manage the Maintenance and Repair Limit according to the following plan as described below.
- ≤ \$3,000 Maintenance and Repairs expenses are charged to the Maintenance and Repair Limit and do not require City approval.
 - \$3,001- \$5,000 Maintenance and Repairs expenses are charged to the Maintenance and Repair Limit and must be approved by the City with quotes prior to repair being completed.
 - ≥ \$5,000 quotes per work order item are considered capital expenses and must be submitted to the Owner for pre-approval and bills for approved repairs sent directly to the city for payment. These bills do not come out of the Maintenance and Repair Limit.
- 1.17 The Maintenance and Repair Limit will include parts, components and specialty repair services. Labor costs for use of onsite staff shall not be charged to the Maintenance and Repair Limit. The repair costs associated with Contractor's use of offsite personnel and subcontractors shall be pre-approved by the Owner. All repairs charged to the Maintenance and Repair Limit must be referenced to specific work orders and be itemized with receipts showing all costs charged. Itemized statements shall be submitted to the Owner monthly for accounting of the repair budget.
- 1.18 Contractor shall perform all maintenance activities in conformance with manufacturer recommendations unless pre-approved by the Owner. Contractor shall provide a monthly summary of activities including corrective, preventive, and predictive maintenance.
- 1.19 Maintain aesthetics of the Facilities; in general, maintain all facilities in a clean, neat and orderly fashion; administrative and other occupied spaces shall be kept clean, dry and habitable; other spaces and floors shall be clean and free of sewage, screenings, sludge, and other debris; settled grit, grease, and floatable material shall be cleaned and removed from lift station wet wells at the plants; equipment, tools, and material will be properly stored; trees and shrubs shall be kept trimmed, grass shall be maintained at a height of less than six (6) inches, and other grounds shall be free of noxious weeds; buildings, structures, equipment and piping shall be maintained and painted to minimize deterioration and corrosion. Submerged metal components require special preparation and painting techniques and are excepted from this provision.
- 1.20 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 Three Thousand Dollars (\$3,000.00).
- 1.21 The cost of any capital improvement required at the Project to bring the facilities within Oregon OSHA compliance at commencement of services will be paid by the Owner. Any changes in Oregon OSHA regulations requiring subsequent improvements to the facilities will be an out-of-scope event subject to compensation changes. Contractor is responsible for providing and maintaining personal protective equipment and associated materials and supplies.
- 1.22 Maintain all manufacturer warranties on new equipment purchased by the City for the Project and assist the Owner in enforcing existing equipment warranties and guarantees as such relate to the Facilities.

- 1.23 Perform process control observations and analyses to optimize efficient operations of the Facilities. Inform the City whenever process control trending indicates a change in process performance outside of industry accepted statistical variation. Be a transparent partner and include the City in open discussions about process control methods and results to the satisfaction of the City.
- 1.24 Provide computerized maintenance, process control and laboratory management systems for the Project. City shall have access to data during normal business hours. The maintenance program will include a complete asset inventory and documentation of spare parts inventory. The systems shall be capable of providing historical data and trending.
- 1.25 Contractor shall prepare and submit all required reports to both regulatory agencies and to the City of Sweet Home. The City shall be copied on all regulatory correspondence. Reporting requirements include:
- Mandatory reporting to Client - Monthly report of activities and challenges.
 - Monthly/yearly NPDES reporting
 - Monthly/Yearly OHA Reports
 - Monthly/Yearly itemized invoicing detail for repairs with all charges tracked to work orders.
- 1.26 Contractor shall be a transparent partner by keeping the City advised of any operational difficulties so that additional resources and knowledge can be combined to each an efficient solution.
- 1.27 Place, at each permanently staffed project facility, a copy of Contractor's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement.
- 1.28 Contractor shall implement best practices while promoting innovation and continuous improvement. The following plans and topic areas shall be developed, maintained, and implemented as part of this agreement.
- a) A Customer Service Plan shall be submitted upon execution of contract. The plan shall describe the Contractors procedures for responding to calls during normal business hours, after hours and holidays. Procedures for responding to odor complaints and documentation of issue response and resolution.
 - b) A Safety and Security Plan shall be submitted within 45 days of contract effective date. An outline of this plan shall be included with the Proposal. The plan shall include but is not limited to the following elements:
 - Safety Facility Safety Inspections
 - Health and Safety Training
 - Exposure Control Plan
 - Personal Protective Equipment requirements
 - OSHA required programs
 - Accident Investigation
 - Safety Committee Training
 - Confined Space Entry
 - Facility Security procedures

- c) A Facilities Emergency Response Plan shall be submitted within 60 days of contract effective date. The plan shall include identification of potential emergencies, response procedures, preparation for and prevention of emergencies, incident management and a notification contact list.
- d) The Operations and Maintenance Plan shall be submitted within 90 days of contract effective date. An outline of this plan shall be submitted with the Proposal. The plan shall describe the Contractor's strategies and practices to manage the following:
- NPDES permit & Drinking Water compliance and reporting
 - Sanitary Sewer Overflow (SSO) response
 - Communication protocols
 - Record keeping and documentation
 - Operations and Maintenance database/software
 - Unit process operation goals and monitoring practices
 - System criticality and work prioritization
 - Standard Operating Procedures (SOP)
 - Process control plan
 - Laboratory QA/QC Plan
 - Sampling and analysis plan
 - Manufacturers manuals
 - Preventive maintenance practices
 - Predictive maintenance practices
 - Corrective maintenance plan
 - Plan for management of biosolids
 - Troubleshooting and contingency plans
 - Planned maintenance programs and plans, tank and wet well cleaning, painting, etc.
- e) A Staffing Plan shall for the Facilities shall be submitted within 30 days of contract effective date. The plan shall include the following elements:
- Organizational chart
 - Job classifications and descriptions
 - Experience and competency requirements
 - Primary job responsibilities
 - Staff schedules and "on call" coverage
 - Personnel costs
 - Incentives and recognition
 - Recruitment plan
- f) A Training Plan shall be submitted within 90 days of contract effective date. An outline of the plan shall be submitted with the Proposal. Topics shall include training specific to the Sweet Home Water/Wastewater system and include proficiency testing. Elements of the plan shall include the following:
- Regulatory compliance
 - System operation and process control
 - Maintenance procedures
 - Equipment troubleshooting and repair

- Laboratory sampling and analysis
 - Emergency response
 - Microsoft Office software
 - Administrative procedures
 - Safety
 - Operator certification
- g) A Repair and Replacement Plan shall be submitted within 120 days of contract effective date. Elements of the plan shall include the following:
- Computerized maintenance management
 - Condition monitoring and operational assessment
 - Levels of service
 - Repair and refurbishment
 - Capital replacement
 - Critical components and emergency spares
 - Asset Management
- h) A Transition Plan will be developed by the Owner and Contractor within 30 days of contract effective date. An outline shall be submitted with the Proposal that includes:
- Transition Team organization
 - Communication protocols
 - Functional transition start-up and contingency plans
 - Timelines and activities
 - Update Facility Plans
 - Staffing specifications and compensation package
 - Staff Recruitment
 - Operations, Maintenance and Management implementation
 - Administration and business processes
 - Maintenance management
 - Process control and laboratory
 - Performance monitoring
 - Health and Safety
 - Transfer material and support services contracts
 - Transfer emergency response responsibilities
 - Implement administrative, maintenance and operations software
 - Inventory transfer of materials, chemical, fuel inventory
 - Update Oregon DEQ contact and supervisory forms
 - Transfer NPDES permit responsibilities
 - Create first year operations and maintenance plan
- i) A Performance Management Plan shall be maintained for the Facilities. The plan will describe the Contractor's strategies for addressing the following areas:
- Alignment with City and department goals
 - Regulatory compliance
 - Wastewater system goals and objectives
 - Planning and scheduling
 - Monitoring and reporting

1.29 Additional services that are outside of this scope of work shall be documented and negotiated

between the Contractor and Owner prior to commencing work.

2 WASTEWATER TREATMENT PLANT

2.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's Wastewater Treatment Plant(s) located at: 1357 Pleasant Valley Rd, Sweet Home, Oregon

2.2 Wastewater Treatment Plant Design Capacity is described as follows (from 1992 Record Drawings):

ADWF 1.38 mgd.

AWWF 2.68 mgd.

BOD, summer 1,900 lbs/day

BOD, winter 2,170 lbs/day

2.3 The current Wastewater Treatment Plant Loading is described as follows (from 2019 DMR Data):

ADWF 1.06 mgd

AWWF 2.68 mgd

BOD, summer 1846 lbs/day Average. 7879 lbs/day Max

BOD, winter 1330 lbs/day average, 2936 lbs/day Max

2.4 Within the design capacity and capability of the Wastewater Treatment Plant (Plant), manage, operate, and maintain the Plant so that effluent discharged from the Plant meets the requirements specified in NPDES permit No. 101657, unless one or more of the following occurs:

- a. Plant influent does not contain adequate nutrients to support operation of the Plant's biological processes and/or contains biologically toxic substances that cannot be removed by the existing processes and facilities.
- b. Dischargers into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance.
- c. The flow, influent biochemical demand and/or total suspended solids exceeds the Plant's design parameters.

2.5 Operate the facilities in a manner such that odor and noise are minimized within the design capacity capabilities of the facilities. The cost for the future odor control and odor scrubbing devices to the facility will be treated as a Capital Improvement. The cost for any other upgrades or modifications to the facility above its capacity and specifications will also be treated as a Capital Improvement.

2.6 Prepare and submit to the Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Contractor shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Wastewater Treatment facilities.

2.7 Coordinate third-party disposal of dewatered sludge for disposal at Landfill.

2.8 Contractor shall maintain and manage inventory of following chemicals to ensure adequate amounts on hand to meet all operational treatment requirements:

- Hypochlorite
- Sulfur Dioxide
- Polymer
- Caustic

2.9 Where land application is used as the method for disposal of biosolids, Contractor shall comply with the State and Federal 40 CFR 503 regulations applicable to such method. Specifically, Contractor 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. Contractor may use the existing Owner secured permits and land application sites.

2.10 Perform all laboratory testing and sampling currently required by the NPDES permit. Develop and maintain adequate process control and analysis to demonstrate Facility performance. 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.

2.11 Perform laboratory sampling and analysis as required by the NPDES permit, Schedule B. Contractor shall submit a laboratory sampling and analysis plan to the Owner for approval prior to the notice to proceed.

2.12 Operational constraints to be considered with the WasteWater treatment plant.

3 WATER TREATMENT PLANT

3.1 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: 1500 47th Avenue, Sweet Home, Oregon.

3.2 Raw Water Quality and Finished Water Requirements of the Water Treatment Plant. 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 that a parameter does not have a method approved by State Agencies, methods approved by EPA as of the date hereof, as contained in the Disinfectants and Disinfection Byproducts Rule (as promulgated in the Federal Register on December 16, 1998), shall be used.

3.3 System Demand. Contractor shall assume an average demand for water of 1.096 mgd and a peak daily demand of 2.304, at the commencement of this agreement. Contractor acknowledges that the Owner has the right to demand up to 2.304 mgd on any day and Contractor shall undertake, as and when needed, the necessary arrangements to assure that enough personnel are available to satisfy additional demand overtime. Any change of ten percent (10%) or more in the average demand for water as listed above, based on a twelve (12) month moving average, will constitute a change in scope, and an appropriate adjustment of fee shall be negotiated.

3.4 Contractor shall be responsible for meeting the water treatment performance standards

established above, but shall not be responsible for events outside the control of Contractor, which include but are not limited to:

- Toxic materials contained in the raw water supply
- Raw water supply is insufficient to meet demand
- The demand for water exceeds the design capacity of the facilities specified.
- Vandalism
- Unforeseen Circumstances, Acts of God or Force Majeure events

3.5 Within the design capacity and capability of the Water Treatment Plant (Plant), manage, operate, and maintain the Plant so that finished water discharged from the Project meets the requirements specified by the State of Oregon and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. Contractor shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains Toxic Materials.

3.6 Provide for the disposal of sludges to existing permitted disposal sites. Owner and CONTRACTOR agree that Owner is the Generator of the residuals.

3.7 Perform all daily, weekly, monthly, quarterly and annual laboratory testing and sampling currently required by the State and Federal Safe Drinking Water Regulations for the Existing Water Facility. Owner is responsible for any re-sampling that may occur in the event of a positive bacteria count including but not limited to additional manpower associated with additional sampling. Owner is responsible for all costs associated with sampling required by the State and Federal Safe Drinking Water Regulations for the Water Facility including but not limited to additional manpower associated with that sampling.

3.8 Laboratory testing and sampling required by the State and Federal Drinking Water Regulation on an infrequent or irregular basis will be invoiced to the Owner as a pass-through.

3.9 Contractor will collect and analyze two weekend distribution samples for free chlorine residual in the distribution system as requested by the Department of Human Services, Drinking Water Division.

3.10 Cleaning of backwash ponds will be conducted by Contractor personnel using Owner-provided equipment to a designated location within 300 feet of backwash ponds. Owner shall be responsible for all materials and the site at which the material is stored.

3.11 Source water to facility is provided by an inlet structure located at Foster Dam. This structure includes an air compressor building located on Foster Dam Rd, which services this inlet. Contractor will maintain daily operation of this facility, perform manufacturer recommended equipment maintenance, and endure all costs associated.

3.12 Contractor shall maintain and manage inventory of following chemicals to ensure adequate amounts on hand to meet all operational treatment requirements:

- Hypochlorite
- Fluoride
- Aluminum Chlorohydrate
- Soda Ash
- Polymer Coagulant