

ARCH CAPE SANITARY DISTRICT
BOARD OF DIRECTORS MEETING
Arch Cape Fire Hall 79729 Hwy 101
Thursday April 20, 2023
Following the Water Meeting
To Join Meeting by Video Link:
<https://us02web.zoom.us/j/82450898403>
Join by Telephone: 1-669-900-6833
Meeting ID: 824 5089 8403

I. Call to Order	Darr Tindall, President
II. Public Comments	Darr
III. Agenda Approval	Darr
IV. Consent Agenda (Action)	Darr
A. Approve Minutes – March 16th Regular Meeting	Darr
B. Accept March Budget and Finance Reports	Darr
C. Authorize Payment of Accounts	Darr
D. Accept Correspondence Requiring No Action	Darr
V. Old Business	
A. Webb Lift Station Grant (Updates)	Matt / Curt
B. Facilities rehabilitation (updates)	Matt / Curt
C. Website and email (account changes update)	Darr / Heather
VI. New Business	
A. Officer Election Vice President (nominate)	Darr
B. Cannon View Park meter reading / contract (and update from CVP)	Darr / Matt
C. Authorize / sign contract Curren Mcloud (design phase Webb)	Darr
D. Bio Solids contract (action)	Matt / Darr
VII. Reports (Information)	
A. Accounts Receivable Report	Teri Fladstol, Jigsaw Consulting
B. Staff Report and Correspondence for Action	Matt Gardner, Plant Operator
C. Board Members' Comments and Reports	Darr
VIII. May Agenda Items (Information)	Darr
IX. Public Comments	Darr
XI. Adjourn	Darr

Arch Cape Sanitary District

Balance Sheet

March 31, 2023

ASSETS

Checking/Savings	
1000 - #1218 General Fund Checking	\$ 49,635.09
1100 - Local Government Pool	\$ 370,104.69
Total Checking/Savings	<u>\$ 419,739.78</u>
Total Current Assets	<u>\$ 419,739.78</u>
TOTAL ASSETS	<u>\$ 419,739.78</u>

LIABILITIES & EQUITY

Current Liabilities	\$ -
Total Liabilities	<u>\$ -</u>
Equity	
3000 - Opening Balance Equity	<u>\$ 271,136.46</u>
3200 - Retained Earnings	<u>\$ 50,012.08</u>
Net Income	<u>\$ 98,591.24</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 419,739.78</u>

ARCH CAPE SANITARY DISTRICT - MARCH CHECKS

Num	Date	Name	Account	Amount
EFT	3/1/2023	Trend Micro	6200 · Maintenance	\$ (89.95)
9018	3/2/2023	Ferguson Ent	6200 · Maintenance	\$ (547.52)
9019	3/2/2023	Recology Western Oregon	6110 · Utilities	\$ (55.78)
9020	3/2/2023	Pacific Power	6110 · Utilities	\$ (2,758.11)
9021	3/2/2023	Pacific Power	6110 · Utilities	\$ (208.88)
9022	3/2/2023	Pacific Power	6110 · Utilities	\$ (121.18)
9023	3/2/2023	Pacific Power	6110 · Utilities	\$ (68.35)
9024	3/2/2023	Pacific Power	6110 · Utilities	\$ (417.43)
9025	3/2/2023	Gardner, Matt	6200 · Maintenance	\$ (7.45)
EFT	3/10/2023	Spectrum Business	6110 · Utilities	\$ (259.96)
EFT	3/13/2023	Harrington Industrial Plastics	6200 · Maintenance	\$ (4,538.55)
9028	3/13/2023	Aquionics	6200 · Maintenance	\$ (839.75)
9029	3/13/2023	CS&S	6200 · Maintenance	\$ (397.20)
9030	3/13/2023	Curran McLeod	6106 · Professional Services	\$ (990.00)
9031	3/13/2023	Pacific Power	6110 · Utilities	\$ (3,197.58)
9026	3/14/2023	Oregon DEQ	7500 · Debt Service	\$ (7,753.00)
9027	3/14/2023	Oregon DEQ	7500 · Debt Service	\$ (38.00)
EFT	3/20/2023	Safeway	6200 · Maintenance	\$ (14.90)
EFT	3/22/2023	Harrington Industrial Plastics	6200 · Maintenance	\$ (376.54)
EFT	3/22/2023	Microsoft	6105 · Dues & Taxes	\$ (8.25)
9032	3/23/2023	Ferguson Waterworks	6200 · Maintenance	\$ (536.18)
9033	3/23/2023	USA BlueBook	6200 · Maintenance	\$ (239.11)
9034	3/23/2023	City of Seaside	6200 · Maintenance	\$ (2,975.00)
9035	3/23/2023	Industrial Systems	6200 · Maintenance	\$ (8,540.00)
EFT	3/30/2023	Google	6200 · Maintenance	\$ (1.99)
9036	3/30/2023	Inland Environmental Resources	6201 · Chemicals	\$ (997.50)
9037	3/31/2023	Arch Cape Water District	5999 · Inter-Govern Agreement (IGA)	\$(12,015.51)

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

April 6, 2023

Mr. Matt Gardner
District Manager
Arch Cape Sanitary District
32065 East Shingle Mill Lane
Arch Cape, OR 97131

**RE: ARCH CAPE SANITARY DISTRICT
WEBB AVENUE PUMP STATION IMPROVEMENTS**

Dear Matt:

As you are aware, the District has applied for a mitigation grant from the Federal Emergency Management Agency through the Oregon Department of Emergency Management, for improvements to the Webb Avenue Pump Station. The pump station is undersized and in need of upgrading pump capacity as well as improving the reliability of the controls and standby power system.

In a correspondence from Janine Mayer with the Oregon Emergency Management Agency, she indicated the District was allowed to proceed with preparation of plans and specifications prior to the potential award of the grant, and that costs incurred will apply to the District's 25% local match. The District is not permitted to award or execute a contract for construction prior to award of the grant but can complete all preliminary tasks.

As a result, we recommend the District proceed with the design tasks for the station so it can be advertised for bids as soon as funding is secured. We are attaching the proposed work scope and a draft contract for your review and approval.

The scope of work would include removing the two existing submersible pumps and installing two variable speed pumps with maximum capacity of 500 gpm. To upsize the pumps, the 230v 3 phase electrical service and controls will need to be upgraded due to the increased pump horsepower. The existing wet well will be reused and retrofitted with a new base and guide rails. The wet well piping would be modified as needed for installation of the pumps. To make the pumps more serviceable by District staff, a pump disconnect panel will be utilized to permit District staff to remove and replace the pumps without the need for a license electrician.

A new diesel-powered standby generator with a 24-hour subbase fuel tank would be installed at the site and be housed in a new wood framed building with architectural features that match the adjacent residence. The pump station controls would be located in the building to better protect the equipment. A Mission telemetry system would also be installed at the station for remote communication to the WWTP, similar to Sally's Alley Pump Station.

Mr. Matt Gardner
April 6, 2023
Page 2

The engineering tasks to prepare construction plans and administer the construction are as follows:

DESIGN PHASE:

Research & Field Surveys	\$ 5,000
Civil / Mechanical Design	5,000
Building Design	6,000
Electrical & Controls Design	4,000
Contract Documents	3,000
Graphics, estimated 12 sheets	<u>8,000</u>

Design Phase \$31,000

CONSTRUCTION PHASE:

Bid Solicitation	\$ 2,000
Contract Administration	10,000
Construction Inspection	10,000
Project Closeout, As-builts	<u>2,000</u>

Construction Phase \$24,000

The design and DEQ approval efforts will take approximately 8-10 weeks after your authorization to proceed. Depending on when funding is secured, we could solicit bids as early as July and proceed with construction in the early fall. Construction time will be dependent on the availability of equipment and electrical components. The District should anticipate a 180-day construction time frame.

Design phase service will be billed as a lump sum and construction phase services will be per our standard hourly rate on an as-needed basis. DEQ plan review fee, advertising costs and the BOLI public works project fees totaling an estimated \$2,000 are excluded from our scope of work.

We have attached a draft contract for your review and approval. If you have questions, please let us know.

Sincerely,

CURRAN-McLEOD, INC.



Curt J. McLeod, PE

Enclosure: Draft Engineering Contract

**ARCH CAPE SANITARY DISTRICT
AGREEMENT FOR ENGINEERING SERVICES
WEBB AVENUE PUMP STATION IMPROVEMENTS**

This Agreement is made this _____ day of _____, 2023, by and between the **ARCH CAPE SANITARY DISTRICT**, hereafter referred to as the OWNER, and **CURRAN-McLEOD, INC.** Consulting Engineers, Portland, Oregon, hereafter referred to as the ENGINEER.

The OWNER intends to make improvements to the Webb Avenue Pump Station for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said improvements in accordance with the project scope and tasks as defined in the correspondence dated April 6, 2023, and attached as Exhibit 'A'.

WITNESSETH

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

Upon the District's written authorization to proceed, the ENGINEER shall furnish engineering services to accomplish the work identified above.

1. The ENGINEER will attend conferences with the OWNER, representatives of the State, the funding agency, or other interested parties as may be required for completion of the work herein before described.

2. After the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary alignment determination, accomplish the detailed design of the projects, prepare construction Drawings, Specifications and Contract Documents in accordance with state and local requirements and prepare a final cost estimate based on the final design. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof, unless identified as an engineering task in the scope of work.

Statements of probable construction costs and detailed cost estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the Construction Industry. It is recognized, however, that neither the ENGINEER nor the OWNER has any control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by the ENGINEER.

3. The Contract Documents furnished by the ENGINEER under Section A-2 shall include OWNER'S and state requirements as appropriate to comply with public bid and funding agency requirements.
4. Prior to the advertisement for bids or bid negotiations, the ENGINEER will provide copies of detailed Drawings, Specifications, and Contract Documents for use by the OWNER, and for appropriate Federal, State, and local agencies from whom approval of the project may be required. The cost of such drawings, Specifications, and Contract Documents shall be included in the basic compensation paid to the ENGINEER. The OWNER pays the cost of permits, advertisements, and review fees as provided in Section F-2 of this Agreement.
5. The ENGINEER will furnish additional copies of the Drawings, Specifications and Contract Documents as required by prospective bidders, materials suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish up to five sets of the Drawings, Specifications and Contract Documents for contract execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Drawings and Specifications as instruments of service are and shall remain the property of the ENGINEER whether the project for which they are made is executed or not. They are not to be used by the OWNER on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the ENGINEER.
6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be provided by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will require prospective contractors to provide an approved Prequalification Form with the Oregon Department of Transportation and will require a 5% Bid Bond in the Bidding Documents to secure the Bid.
8. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, make recommendations for awarding contracts for construction.
9. The ENGINEER will assist in the Preconstruction Conference, and will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by Contractors.

10. The ENGINEER will interpret the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the Contractor. The ENGINEER will not, however, guarantee the performance of any Contractor. Planning and design of the project and construction engineering services shall be accomplished with due diligence and in conformance with accepted standards of the practice of professional engineering.
11. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to assure conformance with the design concept. A written record of site visits during construction shall be maintained by the ENGINEER.
12. The ENGINEER will establish baselines and grades as required to enable construction of the improvements.
13. The ENGINEER, as representative of the OWNER during the construction phase, shall advise and consult with the OWNER and all of the OWNER'S instructions to the Contractor shall be issued through the ENGINEER. The ENGINEER shall have the authority to act on behalf of the OWNER to the extent provided in this Agreement.
14. Unless otherwise requested by the OWNER in writing, the ENGINEER will not provide Resident Construction Inspection. The ENGINEER'S undertaking construction inspection hereunder shall not relieve the Contractor of Contractor's obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner, shall not make the ENGINEER an insurer of the Contractor's performance, and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
15. The ENGINEER will complete periodic labor compliance reviews and provide documentation to comply with BOLI and funding agency requirements, as applicable.
16. The ENGINEER will prepare and review necessary contract Change Orders on a timely basis for consideration of approval by the OWNER and review the Contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
17. The ENGINEER and a representative of the OWNER will make an inspection of the project or project element to determine the status of completion. The ENGINEER may issue a Certificate of Substantial Completion consistent with the General Conditions of the Construction Contract Documents.
18. The ENGINEER will provide the OWNER with reproducible record drawings and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction, as specifically required in the Construction Contract, and reviewed by the ENGINEER, and from the ENGINEER'S construction data.

19. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
20. The ENGINEER will be available for site visits to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of Statement of Substantial Completion of the facility. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the Certificate of Substantial Completion.
21. Upon written authorization from the OWNER, the ENGINEER will complete the Final Plans, Specifications and Contract Documents and submit for approval of the OWNER in accordance with the project schedule.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for services in accordance with the following schedule, as more defined in Exhibit A attached hereto:

Design Phase Engineering:

Thirty-One Thousand and No/100 Dollars (\$31,000)

Construction Phase Engineering Services:

Twenty-Four Thousand and No/100 Dollars (\$24,000)

2. The compensation for the above Engineering Services shall be as follows:
 - a. Design Phase Services shall include items A-1 through A-6.
 - b. Billings shall be submitted monthly by the ENGINEER for Design Phase Services during the previous month. Payments shall be made for these billings within 30 days. Billings shall be based on the percentage of completion of Design Phase Services.
 - c. Bid and Construction Engineering Services shall include items A-7 through A-21 and shall be billed by the ENGINEER on an hourly basis. Where hourly rates are used, they shall be in accordance with the Standard Hourly Rate Schedule, attached herewith and referenced as Exhibit 'B'.
3. The budget figures shown above shall not be exceeded except by express written authorization of the OWNER.
4. Billings for Engineering Services shall be submitted in a format consistent with the payment provisions and format of the Agreement.

SECTION C - RESIDENT CONSTRUCTION INSPECTION

If the OWNER requests the ENGINEER to provide Resident Construction Inspection, the ENGINEER will, prior to the Preconstruction Conference, submit a resume of the Resident Inspector's qualifications, anticipated duties, and responsibilities for approval by the OWNER. The OWNER agrees to pay the ENGINEER for such services in accordance with the "Inspector" rate schedule set out in Attachment I. The ENGINEER will render to OWNER for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period. A separate agreement shall be negotiated for Resident Construction Inspections Services setting out estimated hours required and maximum estimated fees and charges.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER:

1. Providing financial feasibility or other special studies.
2. Record surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, excepting surveys to locate the construction project, or as identified in the scope of work.
3. Laboratory tests, borings, specialized geological, soil, hydraulic, or other studies recommended by the ENGINEER.
4. Record property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights, except as included in the scope of work.
5. Necessary data and filing maps for storm water discharge permits, water rights, adjudication, and litigation.
6. Redesigns not initiated by the ENGINEER after final Plans and Specifications have been approved by the OWNER, except redesigns to reduce the project cost to within the funds available.
7. Appearances before courts or boards on matters of litigation or hearings related to the project and providing services as an expert witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
8. Preparation of Environmental Assessments or Environmental Impact Statement (E.I.S.).
9. Performance of detailed staking necessary for construction of the project in excess of the control staking.

10. Preparing documents for alternate bids requested by the OWNER.
11. Providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth as previously mentioned in this Agreement as may be required in connection with the replacement of such work.
12. Providing professional services made necessary by the default of the Contractor in the Construction Contract.
13. Providing construction engineering services and inspection of construction after the construction contract time has been exceeded.

Payment for the services specified in this Section D shall be as agreed in writing prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER within 30 days.

SECTION E - OWNER'S RESPONSIBILITIES

1. The OWNER shall provide full information regarding his requirements for the project.
2. The OWNER shall designate, when necessary, a representative authorized to act on his behalf with respect to the project. The OWNER or his representative shall examine documents submitted by the ENGINEER and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the ENGINEER'S work.
3. The OWNER shall furnish all pertinent existing mechanical, chemical, or other laboratory tests, inspections and reports as required by law or the Contract Documents, and which may impact the design.
4. The OWNER shall furnish such legal, accounting and insurance counseling services as may be necessary for the project and such auditing services as he may require to ascertain how or for what purposes the Contract has used the moneys paid to him under the Construction Contract.
5. If the OWNER observes or otherwise becomes aware of any fault or defect in the project or non-conformance with the Contract Documents, he shall give prompt notice thereof to the ENGINEER.
6. The OWNER shall furnish information required of him as expeditiously as necessary for the orderly progress of the work.

SECTION F - SPECIAL PROVISIONS

The following is agreed to by both parties:

1. That the OWNER reserves the right to request replacement of any Resident Inspector(s) furnished by the ENGINEER or to furnish the Resident Inspector(s) from the OWNER'S own forces, subject to the approval of the ENGINEER regarding the qualifications of the Resident Inspector(s). If the OWNER furnishes the Resident Inspector(s), the OWNER agrees that the Resident Inspector(s) will be under the direction and supervision of the ENGINEER.
2. That the OWNER shall pay for advertisement for bids, building or other permits, plan review fees, licenses, BOLI Fees, etc., as may be required by local, State or Federal authorities, and shall secure the necessary land easements and rights-of-way.
3. The ENGINEER will endeavor to assure compliance of his work with applicable State and Federal requirements.
4. That insofar as the work under this Agreement may require, the OWNER shall furnish the ENGINEER all existing maps, field survey data, grades and lines of streets, pavements, and boundaries, rights-of-way, and other surveys presently available, which will be returned upon project completion. ENGINEER will provide the OWNER with a copy of survey notes establishing benchmarks and location of improvements.
5. That if the engineering work covered in this Agreement has not been completed on or after the expiration of a twenty-four month period from the date of execution of this Agreement, the OWNER or ENGINEER may, at the option of either, on written notice, request a renegotiation of Sections B, C, and D (providing for the compensation to be paid the ENGINEER for services rendered) to allow for changes in the cost of services. Such new schedule of compensation is to apply only to work performed by the ENGINEER after delivery date of such written notice.
6. That this Agreement is to be binding on the heirs, successors and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. At least fifteen (15) days shall be allowed for such consent.
7. Attorney's fees: In the event a suit, arbitration or other legal action is required by either the OWNER or the ENGINEER to enforce any provision of this Agreement, the prevailing parties shall be entitled to all reasonable costs and reasonable attorney's fees upon litigation or upon appeal.
8. Termination
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination

may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- b. The Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days' written notice, (delivered by certified mail, return receipt requested) of intent to terminate, and (2) opportunity for consultation with the terminating party prior to termination.
 - c. If termination for default is effected by the OWNER an equitable adjustment in the price provided for in the Agreement shall be made.
 - d. Upon receipt of a termination action under paragraphs a. or b. above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER reproducible data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement whether completed or in process.
 - e. Upon termination under paragraphs a. or b. above, the OWNER may take over the work and may award another party a contract to complete the work under this Agreement.
9. The ENGINEER agrees to hold harmless and indemnify the OWNER against all claims, damages, losses, and costs arising out of the negligent performances of services under this Agreement. OWNER may make a claim under applicable law against ENGINEER or ENGINEER'S insurance carriers for any loss, damage or cost arising out of ENGINEER'S negligent performance of services under this Agreement.
10. The ENGINEER agrees to acquire and maintain for the duration of this Agreement, Professional Liability Insurance in the amount of \$2,000,000. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees, of the ENGINEER'S functions and services required under this Agreement.
11. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates

of pay or other forms of compensation; and selection for training, including apprenticeship.

12. The ENGINEER will comply with all federal, state, and local laws prohibiting discrimination based on age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063.
13. ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his services under this Agreement. Any interest on the part of the ENGINEER or his employees must be disclosed to the OWNER.
14. The records and documents with respect to all matters covered by the Agreement shall be subject at all times to inspection, review or audit by the OWNER, County, Federal or State officials so authorized by law during the performance of this contract. Required records shall be retained for a period of three (3) years after termination of this Agreement.
15. No member or delegate to the Congress of the United States and no Resident Commissioner or District Official shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
16. This Agreement, including Exhibits A and B represents the entire integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ENGINEER:

ARCH CAPE SANITARY DISTRICT

CURRAN-McLEOD, INC.

SIGNATURE: _____

SIGNATURE: 

NAME: _____

NAME: CURT McLEOD

TITLE: _____

TITLE: PRINCIPAL

DATE: _____

DATE: 4.6.23

STANDARD HOURLY RATES

Effective July 1, 2022

Senior Principal Engineer	\$ 165.00
Principal Engineer	155.00
Project Engineer/Manager	145.00
Design Engineer/Sr. Design Tech	120.00
Design Technician/Inspector	90.00
Graphics Technician	80.00
Word Processing	70.00
Sub-Consultants	At Cost

REIMBURSABLE EXPENSES

CURRAN-McLEOD, INC. does not routinely invoice any reimbursable expenses. Auto expense, meals, travel, lodging, communication, publishing, and miscellaneous operating costs are all included in our established hourly rates and project budgets.

April 6, 2023

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

6655 S.W. HAMPTON STREET, SUITE 210
PORTLAND, OREGON 97223

Mr. Matt Gardner
District Manager
Arch Cape Sanitary District
32065 East Shingle Mill Lane
Arch Cape, OR 97131

**RE: ARCH CAPE SANITARY DISTRICT
WEBB AVENUE PUMP STATION IMPROVEMENTS**

Dear Matt:

As you are aware, the District has applied for a mitigation grant from the Federal Emergency Management Agency through the Oregon Department of Emergency Management, for improvements to the Webb Avenue Pump Station. The pump station is undersized and in need of upgrading pump capacity as well as improving the reliability of the controls and standby power system.

In a correspondence from Janine Mayer with the Oregon Emergency Management Agency, she indicated the District was allowed to proceed with preparation of plans and specifications prior to the potential award of the grant, and that costs incurred will apply to the District's 25% local match. The District is not permitted to award or execute a contract for construction prior to award of the grant but can complete all preliminary tasks.

As a result, we recommend the District proceed with the design tasks for the station so it can be advertised for bids as soon as funding is secured. We are attaching the proposed work scope and a draft contract for your review and approval.

The scope of work would include removing the two existing submersible pumps and installing two variable speed pumps with maximum capacity of 500 gpm. To upsize the pumps, the 230v 3 phase electrical service and controls will need to be upgraded due to the increased pump horsepower. The existing wet well will be reused and retrofitted with a new base and guide rails. The wet well piping would be modified as needed for installation of the pumps. To make the pumps more serviceable by District staff, a pump disconnect panel will be utilized to permit District staff to remove and replace the pumps without the need for a license electrician.

A new diesel-powered standby generator with a 24-hour subbase fuel tank would be installed at the site and be housed in a new wood framed building with architectural features that match the adjacent residence. The pump station controls would be located in the building to better protect the equipment. A Mission telemetry system would also be installed at the station for remote communication to the WWTP, similar to Sally's Alley Pump Station.

Mr. Matt Gardner
April 6, 2023
Page 2

The engineering tasks to prepare construction plans and administer the construction are as follows:

DESIGN PHASE:

Research & Field Surveys	\$ 5,000
Civil / Mechanical Design	5,000
Building Design	6,000
Electrical & Controls Design	4,000
Contract Documents	3,000
Graphics, estimated 12 sheets	<u>8,000</u>

Design Phase \$31,000

CONSTRUCTION PHASE:

Bid Solicitation	\$ 2,000
Contract Administration	10,000
Construction Inspection	10,000
Project Closeout, As-builts	<u>2,000</u>

Construction Phase \$24,000

The design and DEQ approval efforts will take approximately 8-10 weeks after your authorization to proceed. Depending on when funding is secured, we could solicit bids as early as July and proceed with construction in the early fall. Construction time will be dependent on the availability of equipment and electrical components. The District should anticipate a 180-day construction time frame.

Design phase service will be billed as a lump sum and construction phase services will be per our standard hourly rate on an as-needed basis. DEQ plan review fee, advertising costs and the BOLI public works project fees totaling an estimated \$2,000 are excluded from our scope of work.

We have attached a draft contract for your review and approval. If you have questions, please let us know.

Sincerely,

CURRAN-McLEOD, INC.



Curt J. McLeod, PE

Enclosure: Draft Engineering Contract



CONTRACT SERVICE AGREEMENT

The following terms of service for processing Activated Municipal Waste are effective 2023/2024 fiscally

City of Seaside (Wastewater Treatment Plant)

BETWEEN:

City of Arch Cape (Wastewater Treatment Plant)

The City of Seaside Wastewater treatment plant will provide the service of receiving and processing Activated Municipal Waste, from Arch Cape Wastewater Treatment facility.

The Arch Cape Wastewater will be transporting approximately 15,000 to 20,000 gallons of Waste up to as much as 12 times yearly for processing and conversion of the Activated Municipal Waste to a Class A Biosolid.

Requirements for receiving:

1. All waste must be Activated Municipal Sludge, at no time can there be a deposit of septage, or chemical toilets.
2. Seaside Wastewater Treatment Plant Operator will need a minimum notification of 2 weeks prior to delivery.
3. Transporters will be required to check in with the plant operator prior to off-loading any Activated Sludge.
4. Transport vehicles must be clean and free of any residuals that are not Activated Sludge Waste.
5. Any spills via the transporter while transporting or during the discharge of the Activated Sludge will be sole responsibility of the transporter to clean up, if City staff is needed for assistance there will be fees associated with said assistance.

Services provided by Seaside Wastewater:

1. Receiving of Activated Municipal Waste, all City owned valving to move product into tank for processing
2. Dewatering of Activated Sludge, using the system in place prior to the Class A Biosolids Dryer
3. Processing of the dewatered sludge through the Class A Biosolids Dryer into a Class A Biosolids product
4. Storing and distribution of said Class A Biosolids out to be used on and in Agricultural settings.

Fees for services will be at a rate of .17 cents per gallon, rate changes will be provided at a minimum of 90 days in advance, and will be negotiable when and if change is required.

April 2023

A few notes from the District Managers Desk:

Water:

1. The facilities review for the water districts facilities, year 2023-2024 budget has been completed by our engineer Curt Mcleod and I. The report has been made available to each of you and the public for review.
2. We have begun the task of prioritizing deferred maintenance repairs and upgrades and have presented tonight the first round of budgeting options to achieve the rehabilitations as listed in order of priority, and from the report as mentioned above.
3. We have a water leak. We have been working tirelessly these last few weeks to gather as much data and quantify it through the report you see here tonight. The report strongly suggests in the data form that we have a significant leak. This leak has been occurring for quite some time now and cannot be disregarded any longer. I have outlined the next steps to our water board president as to how I plan on achieving mitigation and town water supply demand requirements, then finding and repairing the leak. I am happy to discuss that if anyone is interested. We also identified that we needed to realign our pumping production rates back down to be back in compliance with our water rights permit and have done so at the direction of our engineer. A big thank you to all who have been involved in helping with the data analysis and troubleshooting thus far.
4. I have moved our source water supply over to Asbury Creek to compensate for the demand until we can get this remedied.
5. We are 100 percent installed with the new water meters and were able to perform our first 100 percent successful read and data capture in my 7 years employed with the district on April 1st, 2023. Congratulations to everyone involved in this endeavor.

Sanitary:

1. We have received permission from the folks over at FEMA coordinating our Webb lift station grant that we are allowed to move forward with spending the money to hire our engineer for design and administrative production purposes. Should we be awarded the grant, it will qualify as an expenditure towards the 25% matching portion (\$87,500) dollars that we would owe. (Thank you, Curt, for following up on this).
2. We have begun the process of preparing the irrigation site for the May 1,2023 effluent discharge season. This is quite the task as we have approximately 6 large trees down over laterals, a few of which have completely taken out parts of our system that I'll need to repair. Good news is Cannon Beach loaned me a new hire from the wastewater division who is proving himself to be a star employee and likely highly successful hire for them. Thank you, Cannon Beach, and Mike Brown, for the loan. We will continue to prep and open this site in the coming weeks.
3. The Supervisory Control and Data Acquisition alarm system upgrade is underway. Work began on the installation and upgrade on April 17th. This along with the MBR valving project were two items identified on the engineer report as priority 1 needs.
4. The MBR valving project has been completed and good news, it was determined to be one of the problems as suspected, through much diagnosis and troubleshooting work between Kubota engineers, Curt McLeod and myself. We are now moving to phase two of the MBR rehabilitation and maintenance project for this basin.
5. Presented will be the first draft of our 2023-2024 budget that will outline exactly how we intend on achieving the prioritized deferred maintenance items and much needed capital improvement projects as outlined in the updated wastewater facilities report provided last month.
6. A new long range financial plan was worked on extensively and is being presented to represent our suggested plan forward for the sanitary district.