

**City of Rainier
Regular City Council Meeting
October 5, 2020
6 p.m.
Rainier City Hall**

Mayor Jerry Cole called the Regular Council Meeting to order at 6:10 p.m.

Council Present: Robert duPlessis, Mike Kreger, Richard Sanders

Council Absent: James Bradfield, Steve Massey, Jenna Weaver

City Attorney Present: No

City Staff Present: W. Scott Jorgensen, City Administrator; Sarah Blodgett, City Recorder

Flag Salute

Additions/Deletions from the Agenda: There were no additions or deletions from the agenda.

Mayor's Address: Cole said he hopes councilors will be able to attend the ribbon-cutting ceremony for the completion of the "A Street" Rail Safety Project the following Saturday. City Administrator W. Scott Jorgensen said he advertised the event on the city's website as a public meeting in case there is a quorum of councilors present. Councilor Robert duPlessis confirmed that Boy Scout Troop 332 will be present to conduct the flag salute. Jorgensen said that Congresswoman Suzanne Bonamici will attend and deliver remarks. Cole said Oregon Senator Betsy Johnson will be the keynote speaker. The city received a letter from Governor Kate Brown that will be read during the ceremony.

Visitor Comments: There were no visitor comments at this time.

Consider Approval of the Consent Agenda:

Consider Approval of the September 8, 2020 Regular Council Meeting Minutes—Councilor Mike Kreger moved to approve the consent agenda. That motion was seconded by Councilor Richard Sanders and adopted unanimously.

6. Unfinished Business:

- a. Riverfront Trail Update—Cole said the bid for the project has been awarded. The contractor was notified and easements are being obtained. Jorgensen said he sent the contract to City Attorney Stephen Petersen for review and spoke with him about it. Petersen has been reaching out to the owners of the post office property to try and obtain an easement.
- b. Fox Creek Update—Jorgensen said he will be taking a tour of the area the following day with Ian Bledsoe from Friends of Fox Creek and representatives of the Estuary Partnership Wednesday, October 7. He's reached out to Oregon Department of Fish and Wildlife Director Curt Melcher, they have a good relationship from when Jorgensen worked in the Legislature. Johnson and Columbia County Commissioner Margaret Magruder will be meeting with him and Public Works Superintendent Sue Lawrence prior to the ribbon-cutting Ceremony. Kreger asked if he could also attend.
- c. Fourth Street Loop—Cole said that Lawrence came up with a schedule of the work to be done. Jorgensen said it has probably already been mailed out to residents of the area.
- d. Senior Housing—Cole said this item used to always be on the agenda. He wanted to put it back on there because he feels it's important.

7. New Business

- a. Selection of New Council President—Cole said that former Council President Sloan Nelson resigned because he moved out of the city. Kreger has agreed to serve as the new council president and has experience running meetings.

duPlessis moved to nominate Kreger as the new council president. That motion was seconded by Sanders and adopted unanimously.

- b. Planning Commissioner Terms—Cole said the council changed the commission from seven to five members and now has to figure out the terms of service. He asked Jorgensen for his recommendation. Jorgensen said the chair could be position 1, vice chair position 2, position 4 could be changed to position 3, position 7 can be position 4 and the seat currently vacant can be position 5. Sanders suggested extending the terms of some positions one year so they all match.

Councilors agreed to these changes by consensus.

- c. Second Reading of Ordinance 1075—Planning Commission

Kreger moved to adopt the ordinance. That motion was seconded by Sanders and adopted unanimously.

- d. First Reading of Ordinance 1076—Parks Rules and Regulations

e. Discussion on Ordinance 1077—Marijuana Facilities

Jorgensen said he spoke with Petersen and provided him with the minutes of the council's September meeting to put together an ordinance. Petersen sent a memo that was included in the meeting packet seeking clarification on some points.

f. Direction to Planning Commission on Food Cart Ordinance

Cole said that the council isn't opposed to allowing food carts in the city; they just want to do it right. Roberta Boursaw said Petersen spoke with her attorney. She can work within the city's transient merchant ordinance unless an ordinance for food carts is established. Cole said the next Planning Commission meeting is coming up. The previous discussion at council was to get the commission's input on any potential ordinance. He asked councilors if the matter should be given to the commission open-ended or with direction. Kreger said any food cart ordinance should start with the commission to make sure there are standards in place for operation to prevent any non-compliant person from operating and to allow for enforcement. The commission can look at health department regulations as a basic guideline of what should be required to operate. There are questions about hook ups, electricity and what should be required at the location. Safety issues should be addressed and food carts should only be allowed within approved areas. Boursaw said they should have the property owner's permission. Cole said he would like to see dedicated sewer and water, not just potable water from a garden hose from someone's home. St. Helens has several food carts and they are semi-permanent. They're at dedicated business locations and tied in with existing businesses. There has to be a way to do it to make everyone happy. Kreger said if it's done right, it becomes a draw for the community. Cole asked Jorgensen what he thought. Jorgensen said he saw many food carts in Astoria. They're all over the place in Portland. Some are in clusters with shared restrooms and other amenities. The ordinance in Aurora allowed for food carts if they were done in cooperation with an existing business. Boursaw said she could provide rules and regulations from other cities. duPlessis said council wanted to send the matter to Planning Commission before COVID hit and the commission hasn't been meeting. Jorgensen said he made it a priority to reach out to the commissioners to get meetings going again.

g. Street Vacancies-Cole said that a section of E. B Street is never going to be a street. Blodgett said a neighbor wants to buy an adjacent property owned by the Oregon Department of Transportation, but they won't sell it until that section of street is vacated. There is an application for street vacancies that must be filled out and submitted to the city. Cole said he was seeking consensus from council that it has no problem with vacating the street if the proper paperwork is filled out. Council agreed by consensus. Cole said there was a similar issue with another property in town by View Street. An adjacent property

owner has taken care of the property for decades. He has no issue with that section of street being vacated. Council agreed by consensus.

- h. RFP for IT Services-Cole said the RFP was the result of a request from staff.

Kreger moved to accept the RFP. That motion was seconded by duPlessis and adopted unanimously.

Cole said he wanted the RFP to run until October 23 so staff can have time to review it, then bring any proposals received by the city back to council for its November meeting.

- i. Approval of Expenditure for Distribution Valve Maintenance-Cole described it as an urgent matter. Expenditures of over \$10,000 typically go to council beforehand, but this had to be moved forward. Sanders said councilors were notified in advance.

Sanders moved to approve the expenditure. That motion was seconded by Kreger and adopted unanimously.

- 8. Staff Report-**Jorgensen said he facilitated a meeting with the Washington Way resident who appeared at the last council meeting and outgoing city planner Skip Urling. The resident had originally intended to file an appeal of a planning decision but will be holding off on that. Jorgensen also did a ridealong with the police department and has spoken with Rep. Brad Witt, Superintendent Joseph Hattrick and school board chair Kari Hollander, met with and spoken to outgoing City Forester Byron Rickert, City Attorney Stephen Petersen, Sen. Betsy Johnson, Clatskanie City Manager Greg Hinkleman, Columbia County Commissioner Margaret Magruder and all the members of the planning commission. He and Cole met with Cowlitz-Wahkikim Council of Governments Director Bill Fashing and new City Planner Keshia Owens. The vacant commission and council positions are being advertised, along with a public works position. Jorgensen has also spoken with Ali Mayeda from Congresswoman Bonamici's office and St. Helens City Manager John Walsh. He attended the September 23 meeting of the Columbia County Board of Commissioners and submitted the letter of intent for the scope of work study for the Fox Creek project.

9. Council Reports

10. City Calendar/Announcements

Cole adjourned the meeting at 7:06 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

**APPLICATION FOR SERVING ON
CITIZEN ADVISORY BOARDS/COMMITTEES
CITY OF RAINIER**

Date: 9-22-2020

Name: Brenda Tschida

Mailing Address: 903 King Drive, Rainier Oregon 97048

Street Address: 903 King Drive, Rainier Oregon 97048

Phone Number: 360-762-5832

Length of Residency in Rainier: 1 year

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier. (See back for descriptions.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> City Council | <input type="checkbox"/> Planning Commission (volunteer) |
| <input type="checkbox"/> Library Board (volunteer) | <input type="checkbox"/> Budget Committee (volunteer) |
| <input type="checkbox"/> Park Advisory Group (volunteer) | <input type="checkbox"/> 'A' Street Advisory Committee (volunteer) |

1. Why are you interested in serving on this Board or Committee?
To help make a positive impact and changes in our community.
2. What strengths do you possess to contribute to this Board or Committee?
Leadership qualities, Good with people detail oriented. Enjoy seeing growth and change in a community.
3. Do you have previous or current experience in community affairs? If so, please explain. Created the Ladies of Rainier which has 145 members and growing, Implemented Waw Program at Gospel Rescue Mission, Feed & serve the homeless.

Thank you for completing this questionnaire and your interest in serving your community.

* My husband works with Jim Bradford.

October 28, 2020

River. I see this as a potential sound economic development strategy as more people are moving outside the metropolitan area with the ability to work from home. As more locals and others look for a place raise families and as the growing senior population want to live out their lives in a familiar, embracing community, Rainier can identify and meet these diverse needs with continued planning, community involvement and leadership of the Council.

2. What strengths do you possess to contribute to the Board or Committee? I grew up in Rainier. My father's family moved here in 1906-7. I have been active in local city government since the 1980's. I received my Bachelors degree from PSC in 1967; was a Child Protective Caseworker from 1968 to 1975; hired by the Longview Police Department as member of the People's Assistance Team (A non-commissioned response team); took early retirement in 1994 to assist with my mother's care. From 1996-2001, I was part of a successful grant writing team for Longview Police. From 1998 until 2020, I took care of animals and houses in Oregon and Washington while the families travelled.

Do you have previous or current experience in community affairs? If so please, explain

Currently, I am on:

Rainier Budget Committee

Columbia County Area Agency on Aging

Prior Experience: Columbia County¹:

Rainier City Council

Rainier Library Board - Chair

Rainier Planning Commission

Rainier Parks Advisory Board

Rainier Oregon Together – Program of local agencies to address needs - Chair

Rainier Senior Center Board

Columbia County Cultural Trust Commission - Chair

Columbia County Commissioner's Transit Advisory Board

Columbia 9.1.1. Special District Board of Directors

And various sub-committees

Prior Experience: Cowlitz County²:

Emergency Support Shelter Board - Chair

Substance Abuse Coalition - Chair

AIDS Task Force - Chair

The establishing Head Start Board - Chair

Women in Networking

And various sub-committees

¹ Between 1980- 2020- Specific Dates Available Upon Request

² Between 1968-1994 - Specific Dates Available Upon Request

The City Of Prescott has been trying to find a viable solution to their wastewater and drinking water problems for many years and have not been successful. We have been working with Arencos and the county for almost two years to put a wastewater system in for the county park and the City Of Prescott to share, the land we would need to use is owned by PGE and we would need an easement that the county has not been able to get and now covid has caused the process to slow even more.

We have other concerns with the Arencos system, the cost vs the life expectancy is not ideal as the life expectancy of the system is only twenty years and would cost our community over one and a half million dollars to implement. The time needed to get permitting and installation done also creates an issue due to residents in urgent need of a new system.

Our community has thirty-eight homes and only approximately six homes have a good septic system the rest of the homes are questionable or failing. We have five homes that have received notice from the county that their septic and drain field have failed and they are out of compliance. These homes were originally given until October 31st to become compliant with the county or vacate their homes. These homes are owned by people currently not working, they are retired or unemployed. They do not have the ability to put new systems in due to financial constraints or don't have the property available for a system. We are currently working on a temporary system with holding tanks and having them pumped for these five residents but this is very costly and is only a temporary solution.

We have been pursuing grants to pay for a permanent system in our community and we have been told that we need to exhaust all other possibilities before we can apply for the grant and they recommended we contact the City Of Rainier. If we can join with the City Of Rainier's system we would continue to pursue grants to pay for the expenses involved in connecting our systems.

The wastewater problem has been the main concern of the City Of Prescott due to people losing the use of their homes however our drinking water system is in just as bad of a situation. Our well has a very bad arsenic problem, we have been treating the water to take the arsenic out but we are not in compliance with DEQ in how we dispose of it. We were supposed to meet with DEQ in June in order to find a solution, due to covid they are running behind and we are still hanging on to our water supply. If DEQ decides we are out of compliance they can start fining us \$25,000 per day.

We desperately need both a wastewater treatment plan and a drinking water plan for our community we truly hope the City Of Prescott and the City Of Rainier can work together to solve this issue for our community.



August 27, 2020

NOTICE OF NON-COMPLIANCE

CERTIFIED MAIL
9214 8901 9403 8319 7469 81

[REDACTED]
72647 Hout St.
Rainier, OR 97048

Tax Lot: 7N-2W-36-BC-00700, 01500
Location: 72647 Hout St, Prescott, OR
File: 192-20-000175-NVST

Your property is currently in violation of Oregon Department of Environmental On-Site Wastewater System Rule(s) OAR 340-71-130(3) for Prohibited discharges of wastewater. "A person may not discharge untreated or partially treated wastewater or septic tank effluent directly or indirectly onto the ground surface or into public waters. Such discharge constitute a public health hazard and is prohibited".

This office notified you on 6/18/2020 of the current violation. At that time, it was requested that you make contact to discuss specifics and what actions would be required to conclude the matter. This office did receive contact from the owner of record, Joseph Balcuns Jr.

To mitigate the current public health hazard occurring, you agreed to participate in the ongoing pumping of the existing septic tank to prevent continued discharge to the failing drainfield. You were encouraged to work with the other affected property owners to make contact with a consultant to start to discuss potential solutions. We also discussed some possible options including an onsite system repair and then the possibility for future connection to a City of Prescott community system that is in the preliminary discussion phase.

In order to continue forward progress and ceasing the existing failure, you will be required to make application for a Major Repair permit process (forms enclosed). The fee for this application is \$1,055.00. Application shall be submitted by the 11th of September, 2020 at 1700 hours. There are several avenues for you to submit application; please note that any in person submission does require an appointment to be scheduled prior to visit.

In addition to the provided forms, you will need to submit copies of the pump receipts obtained to date for the existing tank. You will need to establish in writing what steps you have taken to explore solutions, and you will need to submit a proposal for how you will achieve sewage disposal for your property:

1. If you plan to explore an onsite system repair, then you will need to propose an area for evaluation; a consultant or licensed installer may be a necessary part of identifying a

suitable area. This proposal will include the preparation of test holes in the area proposed at a date to be determined. At a minimum, a new septic tank serving your dwelling only will need to be installed for use as a temporary holding tank if the full onsite system repair cannot be completed prior to adverse weather conditions.

2. If you plan to wait to see if the City of Prescott community system moves forward, you will need to submit all of the required documentation needed for a permanent holding tank option. This information can be provided to you upon request. Please be advised that this option does require you to establish that the residence is an occasional use facility such as a vacation home with daily flows limited to 200 gallons per day and that connection is planned to occur within the next 5 years. This option requires ongoing pumping of the holding tank and also submission of a pumping history on an annual or more frequent basis as needed. Failure to maintain the holding tank could result in revocation of the approval.
3. You may choose to vacate the dwelling with no further occupancy to remove the source of sewage until which times repairs can be completed.

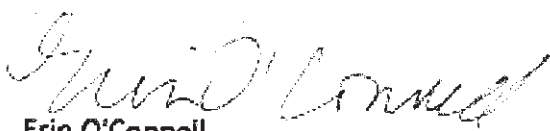
Please be advised that all five (5) affected dwellings will need to be prepared to disconnect from the existing septic tank by the 31st of October, 2020. The existing tank is not of water tight construction and will not support ongoing pumping through the winter months and will also allow for discharge of wastewater into public waters which is prohibited. This office will require an inspection to confirm that both the inlet and outlet of the tank have been permanently capped in preparation for formal decommissioning. At the time of disconnect, you will need to have firmly established one of the 3 above options and have any necessary work completed to support that option. Failure to do this will result in this office pursuing property abatement for lack of adequate sanitation facilities.

This is a Class I violation and is considered to be a significant violation of Oregon Environmental Law. Should you fail to correct the violation in accordance with the schedules set forth (or should a similar violation occur) your file will be referred to the Columbia County Enforcement Division with a recommendation to proceed with a formal enforcement action which may result in issuance of a citation to appear in Circuit Court and a civil penalty assessment. Civil penalties of \$500 may be assessed and can be assessed for each day of violation. Please note that payment of fine does not relieve you of the responsibility to remedy the violation.

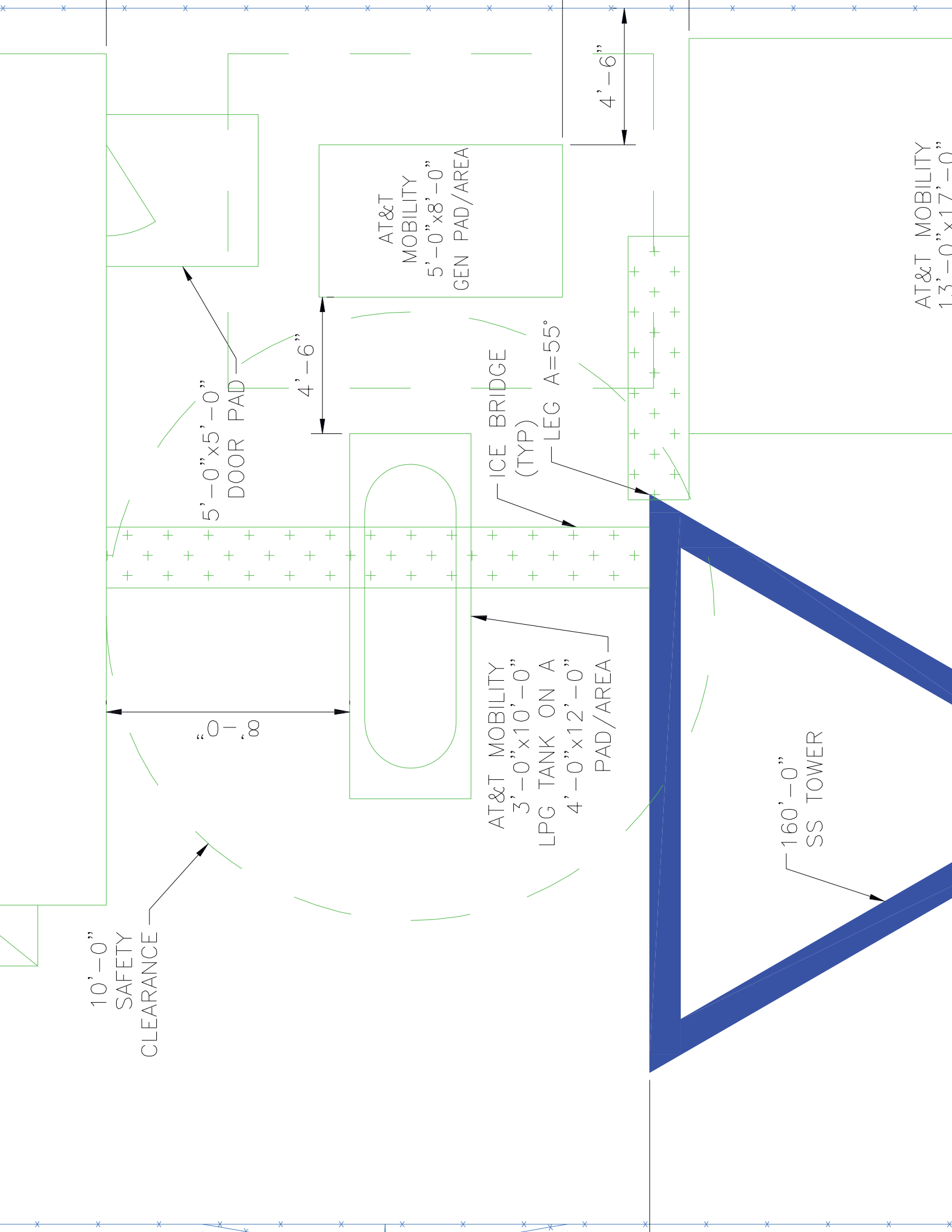
This office considers this problem to be a serious health risk to you and the community-at-large and will make every effort to assist you in resolution of this matter. Therefore, it is expected that you will make every effort of expedite the required (repair--correction) procedures.

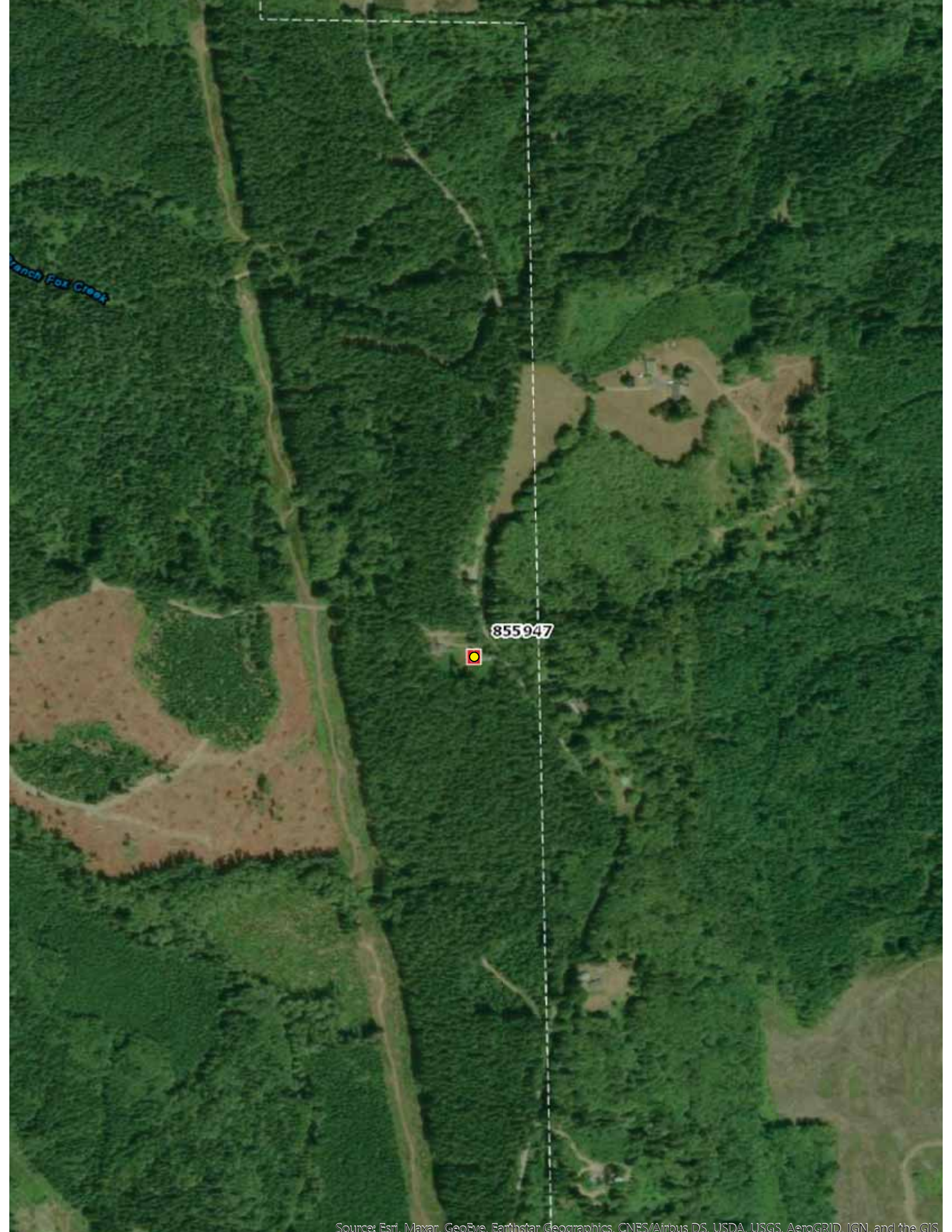
If you should have any questions, please contact this office.

Sincerely,



Erin O'Connell
Environmental Health Specialist
503 397-7222





French Fox Creek

855947



Crown Castle
1505 Westlake Avenue North
Suite 800
Seattle, WA 98109

October 26, 2020

Scott Jorgensen
City Administrator
City of Rainier
106 West B Street
Rainer, OR 97048

RE: Business Unit Number: 855947
Location: 73281 Neer City Road

Dear Mr. Jorgensen,

Thank you for taking the time to consider an extension to our existing Site Lease Agreement. As a company, we desire to operate our towers well into the future and we are highly focused on managing our sites to their fullest potential. The proposals outlined below will allow the City of Rainier to capitalize on the valuable extension opportunities presently available.

Lease Extension

- 1) Our agreement with the City expires in 2020. We would like to add (10) additional terms of (5) years each, for a final lease expiration date of 2070.
- 2) We would like to include an option to increase our lease area to up to 5,000 square feet to accommodate other customers' ground equipment. As consideration, we will give you 50% of the revenue that we receive from any customer who occupies this additional lease area. Pursuant to Section 4 of our existing lease, if we sublease to a new customer within our existing lease area, then we will give you 25% of the revenue we receive from that customer.
- 3) We are currently in the favorable position to guarantee your rent for the next 10 years. Even if we terminate our agreement, we will continue to make our monthly rent payments to you.
- 4) As consideration for extending our agreement and agreeing to the terms above, we can give the City a one-time payment of \$5,000.00.

Lease Extension (Pre-Payment)

- 1) Same as #1 and #2 above.
- 2) We can pre-pay the next 10 years of our rent up front thereby giving the City a one-time payment of \$100,000.00. After the 10 years, we will continue to make the monthly rent payments at the same amount as if all of the scheduled rent escalations had occurred.

Perpetual Easement

- 1) We will increase our lease area to 5,000 square feet and acquire a perpetual easement over our new, total lease area. As consideration, we can give the City \$100,000.00 now as a down payment, and then \$2,000.00 per month for the next 10 years.

There are several ways we can put together an extension to our current agreement that will maximize your financial income, and ensure the continued success of our site. I am confident we can reach a mutually beneficial agreement that supports the City's interests and allows us to continue to provide critical communication services to the community.

Please contact me at (602) 692-9026. I look forward to hearing from you.

Sincerely,
Tamara Erickson
Crown Castle - Government Site Specialist

106 West "B" Street
P.O. Box 100
Rainier, Oregon 97048



Phone (503) 556-7301
Fax (503) 556-3200
www.cityofrainier.com

October 27, 2020

Murraysmith, Inc.

888 SW 5th Avenue, Suite 1170

Portland, OR 97204

This notification as per paragraph 14. Termination of Agreement, is to notify Murraysmith, Inc. the City is terminating the agreement for continuing Professional Engineering Services for the City of Rainier, OR.

Sincerely,

Jerry Cole

Mayor



Columbia River Fire & Rescue

ADMINISTRATION OFFICES

270 Columbia Blvd * St Helens, Oregon * 97051
Phone (503)-397-2990 * www.crrf.com * FAX (503)-397-3198

City of Rainier City Council
Mayor Cole
City Administrator Jorgensen
106 W. B Street, Rainier OR 97048

Re: 2019 Oregon Fire Code Adoption

Honorable Mayor Cole, City Council members and Mr. Jorgensen:

Columbia River Fire and Rescue (CRF&R) provide fire and EMS services to your community. This includes fire and life safety through the administration of fire codes, inspections, investigations, and prevention. Over the last few years, our District was part of an intergovernmental agreement (IGA) with Scappoose Rural Fire Protection District and shared resources between each District. As part of that IGA, the Fire Marshal duties were completed by a Division Chief from Scappoose. This IGA was terminated effective July 1, 2020, and subsequently, the Fire Marshal duties are now retained by CRF&R.

CRF&R has and will continue to meet the needs of our stakeholders, public, and the communities we provide service to with professionalism, respect, and trust. During the transition of Fire Marshal duties, we noted some outdated information that requires City Council approval. Currently, the Oregon Fire Code which your city is operating under is outdated. Every three years the code is updated. We are requesting that your city adopt the most current standard.

The minimum Fire Code requirements can be found under OARS 837-039-0006, ORS 476.030 and 476.120. The reading, for adoption, is as follows:

A publication, a copy of which is on file with the City Building Official, marked and entitled 2019 Oregon Fire Code as adopted and amended by Office of State Fire Marshal under OAR 837-040-0010, is hereby adopted the Fire Code for the City for regulating and controlling the hazards from storage, handling and use of hazardous substances, materials and devices and conditions hazardous to life, property and the use or occupancy of buildings or premises in the City; said Fire Code by this reference is made a part of this article as though fully set out herein. All provisions of the Fire Code shall be administered and enforced by the Fire Chief of Columbia River Fire and Rescue or his/her designee.

Columbia River Fire and Rescue is actively recruiting a Fire Marshal for the District. Currently, the District has a Fire Inspector assisting with the inspections and investigations. We are also receiving assistance from Oregon State Fire Marshal in the interim. It is our goal that the service you receive will remain seamless.

If you need further information or assistance, please contact me or Marit Nelson, Finance Director.

Sincerely,



Eric Smythe
Interim Fire Chief
Columbia River Fire and Rescue
270 Columbia Blvd.
St. Helens OR 97051
503-397-2990
smythee@crfr.com

ORDINANCE NO. 1077

AN ORDINANCE OF THE CITY OF RAINIER AMENDING ORDINANCE NO. 1067 and 1068 BUSINESS LICENSE REGULATIONS FOR MARIJUANA FACILITIES

NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF RAINIER
ORDINANCE AS FOLLOWS:

WHEREAS, the voters adopted Measure 91 in November 2014 , legalizing the growing, distribution, possession and use of recreational marijuana in certain amounts for people aged 21 or older and directs the Oregon Liquor Control Commission to license the retail sale of marijuana;

WHEREAS, the Legislature enacted Senate Bill 460 (2015) to allow medical marijuana dispensaries to sell limited marijuana retail product starting October 1, 2015;

WHEREAS, the issue of whether a local government believes a certain type of business should operate within its jurisdictional limits is a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction;

WHEREAS, the City Council wants to provide business license regulations for marijuana dispensaries in the City to protect and benefit the public health, safety and welfare of existing and future residents and businesses in the City;

WHEREAS, the City of Rainier has set the following marijuana facility regulations as described in Ordinance 1067 as amended by 1068 now, therefore, the City of Rainier wishes to amend Ordinance numbers 1067 and 1068 as follows:

WHEREAS, the City of Rainier is hereby amending Ordinance 1067, and 1068, page 1, Definitions, Marijuana Facility; to add the following language **“marijuana facility will allow an additional 1,600 square feet of consumer sales area. The remaining portion in addition to the 1,600 square feet of consumer sales area can include restroom, storerooms, and office rooms.”**

WHEREAS, the City of Rainier is hereby amending Ordinance 1067, and 1068, Standards of Operation, #4 as follows: “If marijuana facilities are located with-in 200 feet of a church they must be closed on Christmas , Christmas Eve, Sundays and closed by 6:00 PM on Wednesdays”.

Except as amended herein, remaining portions of Ordinance 1067, and 1068 shall remain in full force and effect.

ENACTED THIS day of November, 2020, by the City Council of the City of Rainier and signed by the Mayor on the day of November, 2020.

CITY OF RAINIER

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Scott Jorgensen, City Administrator

ORDINANCE NO. 1076

**AN ORDINANCE OF THE CITY OF RAINIER RELATING TO
THE REGULATION OF ACTIVITIES AT ITS PARK FACILITIES**

Whereas, there have been concerns and complaints about loitering and other criminal activities at the Rainier city park; and

Whereas, it is the duty and responsibility of the City to ensure that residents can use its park facilities safely; and

Whereas, the Rainier Police Department does not currently have the legal authority to enforce against loitering and some other criminal activities taking place in the city's park facilities;

NOW THEREFORE, THE CITY OF RAINIER ORDAINS AS FOLLOWS:

A new section be added to the city's Municipal Code under Chapter 12.25 establishing regulations for the use of its park facilities.

Passed, Amended, and Adopted by the City Council of the City of Rainier, Oregon, this ____ day of November, 2020.

Jerry Cole, Mayor

ATTEST:

W. Scott Jorgensen, City Administrator

BEFORE THE CITY COUNCIL OF

THE CITY OF RAINIER

RESOLUTION #20-11-01

RESOLUTION STATING AUTHORIZED SIGNERS FOR)
THE ST. HELENS CREDIT UNION ACCOUNT;)
AND STATING WHO IS DESIGNATED AS)
THE EQUIVALENT OF CHIEF FINANCIAL OFFICER)
FOR THE CITY OF RAINIER)

WHEREAS, the City of Rainier currently banks with the St. Helens Community Federal Credit Union, and

WHEREAS, this Resolution Serves as Notice to the Residents and Banking Officials, That the City of Rainier continues to maintain said Banking Relationship, and

NOW THEREFORE, IT IS HEREBY RESOLVED that the Rainier City Council Establishes, as required by the State of Oregon for maintenance of the accounts, Mayor Jerry Cole as the equivalent of Chief Financial Officer for the City of Rainier.

BE IT FURTHER RESOLVED that the Accounts will require two signatures and the account signers will be Mayor Jerry Cole, Chief Gregg Griffith, Council President Mike Kreger and City Administrator William Scott Jorgensen.

This resolution repeals any prior resolutions authorizing signers for all St. Helens Community Federal Credit Union accounts.

Passed and Approved this 5nd day of November, 2020.

Jerry Cole
Mayor of the City of Rainier

ATTESTED:

W. Scott Jorgensen
City Administrator

**BEFORE THE CITY COUNCIL OF
THE CITY OF RAINIER**

**RESOLUTION TRANSFERING)
APPROPRIATIONS)**

RESOLUTION NO 2020-11-02

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Rainier does hereby authorize budget appropriation transfers for fiscal year 2020-2021 now on file at the Office of the City Recorder at Rainier City Hall; and

IT IS FUTHER RESOLVED that the amount for the fiscal year beginning July 1, 2020 and for the purposes shown below are hereby appropriated as follows:

<u>GENERAL FUND</u>	<u>ADOPTED</u>	<u>CHANGE</u>	<u>PROPOSED</u>
General Government	\$293,194	(\$12,629)	\$280,565
Police Department	\$863,021	\$12,629	\$875,650

This category is increased so unanticipated higher insurance expenditures can be made and appropriated by category.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this 2nd day of November, 2020.

Attested:

Jerry Cole
Mayor for the City of Rainier

W. Scott Jorgensen
City Administrator



Rainier Water Treatment Plant

Rainier, Oregon

Equipment Furnished by

WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115
801.265.1000
801.265.1080 fax

Quote Furnished by

Justin Saltzgiver
801.631.0962
jsaltzgiver@westech-inc.com

David Mortensen
801.290.1877
dmortensen@westech-inc.com

WesTech Represented by

Goble Sampson
John Darch
22526 SE 64th Place, Suite 240
Issaquah, Washington 98027
425.392.0491
jdarch@goblesampson.com

Scope of Supply

Refurbish Triton 210A Clarifier and Filter

WESTECH

WesTech Proposal: 2099092
Date: 25 August 2020



Refurbish Triton 210A Clarifier and Filter

Scope of Supply

WesTech shall refurbish one (1) WesTech Microfloc® TR-210A Triton, Serial No. MF52001413 at Rainier WTP in Rainier, Oregon.

Scope of Work

Item	Value/Description
Mobilize	Provide manpower, supervision, specified parts, tools, and equipment to refurbish the equipment.
Remove Clarifier and Filter Media	Remove and dispose the WesTech proprietary media from the clarifier; and the anthracite, sand, and garnet from the filter.
Remove Underdrain Parts	Remove the underdrain parts from filter.
Blast Clean the tank	Find & repair any tank surface corrosion that poses potential leak issues. Blast the interior and exterior of the tank to prepare it for the new paint coating.
Paint the Tank	<p>Paint the interior of the tank with a coating that complies with the AWWA's D102-06 standard for an interior coating system, and certified in accordance with NSF61, which includes:</p> <ul style="list-style-type: none">• One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT)• One (1) finish coat Tnemec Series N140-15BL Tank White Pota-Pox Plus (5.0-8.0 mils DFT) <p>Paint the exterior of the tank, which includes:</p> <ul style="list-style-type: none">• One (1) primer coat Tnemec Series N140-1255 Beige Pota-Pox Plus (3.0-5.0 mils DFT)• One (1) finish coat Tnemec Series N140-B5712 WesTech Blue Pota-Pox Plus (5.0-8.0 mils DFT)
Reinstall Filter Underdrain with Certain Parts Replaced	<p>Reinstall the underdrain parts. The reinstallation will include an upgrade to the effluent controls from pneumatic to ultrasonic controls. The following parts will be replaced with new:</p> <ul style="list-style-type: none">• Triton Underdrain with Gasket (8)• Media Retaining Strainer (18)• Triton Gasket (8)

	<ul style="list-style-type: none"> • Suction Screen Strainer (1) • Ultrasonic Level Control with transmitter & bracket (1) • Control parts to convert from pneumatic to ultrasonic (1)
Replace Certain Parts on the Waste Gate Assembly	<p>The following parts from the Waste Gate assembly will be replaced:</p> <ul style="list-style-type: none"> • Gasket Strip (120") • Side Retainer Seal Gasket (2) • Bottom Retainer Seal Gasket (1) • Waste Gate Bearing (2) • Waste Gate Cylinder (1) • Shaft Collar with set screw (2) • Rod Clevis, cylinder end (1)
Install New Media in the Clarifier and Filter	<p>WesTech will provide all new filtration media, except the customer will provide the anthracite. The following amounts will be installed:</p> <ul style="list-style-type: none"> • 140 ft³ MS-107/MS-110 WesTech proprietary AC Media in the Clarifier • 35 ft³ MS-21 Garnet in the Filter • 53 ft³ MS-18 Silica Sand in the Filter • 106 ft³ MS-4 Anthracite in the Filter (If you do not have adequate amount of anthracite, additional may be purchased from WesTech.)
Startup the Unit	

Refurbishment Schedule	
Week 1	<ul style="list-style-type: none"> • Mobilize • Remove Clarifier and Filter Media • Remove Underdrain Parts • Blast Clean the tank • Paint the Tank
Weekend	Paint cures
Week 2	<ul style="list-style-type: none"> • Reinstall Filter Underdrain with Certain Parts Replaced • Replace Certain Parts on the Waste Gate Assembly • Install New Media in the Clarifier and Filter • Startup the Unit

Items Not Included in WesTech's Base Scope of Supply

- All underground and interconnecting piping, filter face piping and fittings, pipe supports, wall inserts or sleeves, Dresser or flexible couplings, hangers, valves, pneumatic tubing from air compressor to filter batteries, air release piping and valves, sampling lines and sinks, small pressure water supply piping, field work of piping (i.e., drilling and tapping for instrumentation) and flow meters.
- Interconnection wiring and conduit
- Cathodic protection systems
- All chemical feeders, feed lines, chemicals, tanks, labor and procedures for the disinfection of equipment, laboratory test equipment
- Structural design, supply and installation of concrete pads, foundations, rebar, anchors (other than listed in scope above), concrete, grout, sealant, sumps and concrete fill for filter underdrains
- Motor control center, motor starters, disconnects, electrical wiring and conduit, connection of electrical wiring to terminals within WesTech's control panels, telemetering equipment, turbidity monitoring equipment, supports for controls
- SCADA System
- All pumps, air compressors, dryers, operating and start-up lubricants
- Any equipment or service not listed in this proposal

Warranty

One (1) year.

This proposal has been reviewed for accuracy and is approved for issue:

By: **DavidFMortensen**

Date: 25 August 2020

Commercial Firm Proposal

Quote Name: Rainier WTP

Proposal Number: 2099092

Date: 25 August 2020

WesTech Reference Project #: MF52001413

1. Bidder's Contact Information

Company Name	WesTech Engineering, Inc.
Contact Name	David Mortensen
Phone	801.290.1877
Email	dmortensen@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

2. Pricing

Currency

US Dollars

Scope of Supply

Refurbish Triton 210A Clarifier and Filter	TOTAL	\$ 121,336
Parts & Filtration Media	\$ 43,775	
Refurbish Equipment, Labor, Per Diem	\$ 77,561	
ADDER: MS-4 Anthracite – 1 ft³ bag		\$ 16 per bag
Prices are for a period not to exceed 30 days from date of proposal.		
Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)		Not Included

3. Payment Terms

Net due 30 days after shipment	100%
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All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

4. Schedule

The estimated time to shipment after a purchase order is received.	8-10 weeks
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5. Freight

FOB Shipping Point, with the freight cost to the jobsite prepaid by WesTech and added to the invoice.

Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. Specifications: WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. Items Included: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. Parties to Contract: WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.

4. Price and Delivery: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.

5. Payments: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

6. Payment Terms: Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.

7. Escalation: If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

(a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

(b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

8. Approval: If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.

9. Installation Supervision: Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

10. Acceptance of Products: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

11. Taxes: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

12. Title: The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.

13. Insurance: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

14. Shipments: Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. Warranty: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. Patents: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. Surface Preparation and Painting: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. Cancellation, Suspension, or Delay: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. Return of Products: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. Backcharges: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. Indemnification: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. Entire Agreement: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. Motors and Motor Drives: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. Extended Storage: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. Liability: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. Arbitration Negotiation: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Rebuild-it Services Group
6810 South 300 West, Suite 8
Midvale, Utah 84047
www.rebuild-it.com
www.rsgclarifiers.com



RSG
Clarifier Experts



PROPOSAL DATE: August 14, 2020

PROPOSAL NUMBER: Q122955

PREPARED FOR:

City of Rainer, OR WTP
Rainer, OR
Attention: Sue Lawrence
PH: 503-556-7301 (City offices)
E-Mail: slawrence@cityofrainer.com

SCOPE OF WORK:

Rehabilitation of one exiting US Filter Triton filter to including parts and labor services as outlined below.

PREPARED BY:

Rebuild-it Services Group, LLC.
6810 South 300 West, Suite 8
Midvale, Utah 84047
Tom Strottner
Main: (888) 709-5676
Direct: (385) 235-6925
Mobile: (801) 599-4571
E-Mail: tstrottner@rebuild-it.com
Website: rebuild-it.com

LOCAL REPRESENTATIVE:

Treatment Equipment Company
Chris McCalib
Mobile: (206) 909-1546
E-Mail: chris@tec-nw.com
Website: treatmentequipment.com



PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rehabilitation of a US Filter Triton sand filter tank US Filter order number MF52001413. Rebuild-it shall supply parts and labor services to repair the waste gate assembly and replacement of up to eight (8) under drain assemblies, also included is the recoating of the interior and exterior tank steel.

SCOPE OF WORK:

Supply of parts:

Quantity	Description
120 in.	Gasket strip with adhesive (Waste Gate)
2	Side seal retainers (Waste Gate)
1	Bottom seal retainer (Waste Gate)
2	Pillow block bearings (Waste Gate)
1	Waste gate actuator with related hardware
8	Triton underdrain assemblies

PRICING:

For the parts as listed above \$26,492.00
Pricing includes freight | DAP Jobsite, Rainer, OR

LEAD TIME:

11 weeks after receipt of order for delivery to plant.

TURN-KEY LABOR SERVICES:

- The scope of work for this project is as follows:
- Site mobilization and travel time to the job site.
- Removal of existing filter media.
- Removal of all items that are not to be media blasted.
- \$5,000 allowance for repairs of corroded tank areas.
- Repair of Waste Gate assembly
- Replacement of the (8) under drain assemblies.
- Crane, mats, rigging equipment as needed.
- Reinstallation of filter media. **Media supplied by plant**
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in two (2) mobilizations.
- Demobilization of personnel and equipment.
- Field service start-up and check out services.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager.
- Overtime premiums or weekend work
- Concrete demolition and/or repair.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only if needed.
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- New filter media (sand, anthracite, etc.)
- Disposing of old debris/parts, media.

PRICING:

Cost for work as described \$64,166.00

SCHEDULE:

Estimated time to complete work 3 to 4 weeks.





MEDIA BLASTING AND RECOATING OF FILTER TANK:

Media blast, prime, and recoating of the interior and exterior of the filter tank and associated steel mounted on top of the filter with NSF approved coating system such as Tnemec series 20 Pota-Pox.

This proposal excludes the following items:

- Concrete wall and floor, access walkway around tank are not to be blasted and painted.
- Electrical disconnect and reconnect.
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.

PRICING:

Pricing for clarifier coating as described above \$107,310.00

SCHEDULE:

It is estimated to take 3 to 4 weeks for the coating.



PRICING & SCHEDULE SUMMARY:

PRICING:

Pricing for parts as described above \$26,492.00

Pricing for turn-key labor services as described above \$64,166.00

Pricing for media blast and paint as described above \$107,310.00

SCHEDULE:

Delivery of parts to plant: 11 weeks from receipt of order

Labor services: 3 to 4 weeks.

Media blasting & paint: 3 to 4 weeks.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Rebuild-it Services Group, LLC.

P.O. Box 9178

Midvale, Utah 84047

Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to the invoice and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,000.00 per day plus expenses.



WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.



Proposal No. Q122955

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.



Proposal No. Q122955

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest

thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Triton Lawn & Yard Maintenance
PO Box 1206
Rainier, OR 97048 US
503-793-7597
nealk13@gmail.com

Estimate



ADDRESS

City of Rainier
P.O. Box 100
Rainier, OR 97048

ESTIMATE #	DATE	
1030	10/23/2020	

ACTIVITY	QTY	RATE	AMOUNT
2-Equipment:1-Solo Truck Haul grindings for Lewis Rd	150	95.00	14,250.00
2-Equipment:2-Excavator Compact grindings for Lewis Rd	15	105.00	1,575.00
2-Equipment:Dozer Level grindings for Lewis Rd	30	150.00	4,500.00
5-Other:Grindings Lewis Rd compacted to 4" depth	40	12.50	500.00

TOTAL

\$20,825.00

Accepted By

Accepted Date



18211 NE Fourth Plain Rd
Vancouver, WA 98682
Phone: (360) 254-7056
Fax: (360) 254-7195
www.tbeinc.us
bids@tbeinc.us

Bid: LEWIS RIVER ROAD - ASPHALT GRINDINGS

LEWIS RIVER ROAD
RAINIER, OR

Date: **10/23/2020**
Attn: Sue Lawrence

Bid For: CITY OF RAINIER

Address: PO Box 100
Rainier, OR 97048

Phone: (503) 396-1736
Email: slawrence@cityofrainier.com

GENERAL CONSTRUCTION					
1	Mobilization, Demobilization, Misc.	1	LS	\$2,340.00	\$2,340.00
2	Asphalt Grindings, Purchase and Deliver	500	CY	\$24.90	\$12,450.00
3	Grade Existing Road, Grade Grindings and Compact	1	LS	\$5,100.00	\$5,100.00
				Grand Total:	\$19,890.00

SPECIAL PROVISIONS:

- 1 If a flagger/spotter is needed add \$55 an hour to bid 4 Hour minimum
- 2 Includes prevailing wages
- 3 Availability of grindings may vary depending upon timing
- 4 TBE is not available to perform this work until Early to Mid November. Schedule subject to change

ITEMS EXCLUDED FROM BID:

- > Surveying / Site layout
- > Compaction Testing
- > Permits and Fees
- > Signing & Striping
- > Performance, Maintenance, and/or Warranty Bond

Customer _____ Date: _____

Thompson Bros. Excavating, Inc: _____ Date: _____

Accepted By: _____

Accepted By: _____



Attn: Sue Lawrence
Public Works Director
City of Rainier
PO Box 100
Rainier, OR 97048
slawrence@cityofrainier.com
Cell: 503-396-1736

10/9/2020

RE: **Place and Compact 4" Grindings on Lewis RD. Rainier**

Item #	Description	Unit	Quantity	Unit price	Total Price
1	Place and Compact Grindings 4" Thick	LS	1	\$ 20,500.00	\$ 20,500.00
				Total	\$ 20,500.00

Notes:

660' x 16', and 1340' x 12'

Sincerely,
Mike LaFave
Advanced Excavating Specialists, LLC
Office: 360-232-8854
Cell: 360-560-0344
Fax: 360-353-5247
email: mike@advexc.us

OXBOW CONSTRUCTION a dba of Iron Horse Excavation, LLC

CCB #166020 ~ DBE/WBE/ESB # 7618 ~ DEQ #38548 ~ WA #OXBOW8*894C8

31005 E Historic Columbia River Hwy.
Troutdale, OR 97060

10-8-2020

City of Rainer
Sue Lawrence
Public Works Director
PO Box 100
Rainier, OR 97048

Office: 503-816-1312
Cell: 503-780-7124
Fax: 503-907-5131
E-mail: June@Oxbow-Construction.com
www.Oxbow-Construction.com

503-396-1736

Attn: Sue,

RE: 8" CIPP Sewer Rehabilitation

SCOPE AND PRICING				
Item	Description	Units	Unit Price	Total
Bid Item #1	Mobilization	1	\$7,500.00	\$7,500.00
Bid Item #2	CCTV-Mainline	1,992 ft	\$4.00	\$7,968.00
Bid Item #3	UV CIPP LINER, 8"	996	\$71.50	\$71,214.00
Bid Item #4	Diversion of Flow	1	\$3,250.00	\$3,250.00
TOTAL				\$89,932.00

Our proposal includes:

- All labor, equipment and materials to perform CIPP work quoted.
- Work to conform with plans, specifications and manufacturers recommendations.
- All necessary OSHA safety requirements for site and confined spaces
- Pre-clean/CCTV inspection prior to CIPP installation. (includes 2 passes) Additional cleaning will be considered "Heavy Cleaning" and billed at \$240.00 hr.
- 1 Mobilizations included. Additional mobilizations to be billed at \$1,500.00 EA.
- CIPP Liner to be "UV CIPP" 3MM
- Hydrophilic end seals as required
- Lateral re-instates as required
- Traffic control- Flaggers limited to 4th St only. Other streets signage/cones only.

Our proposal excludes:

- Injection grouting
- Engineered calculations for liners. Will supply Manufacturers calculations.
Engineered calculations can be supplied for \$1,000.00
- Point repairs or host pipe repairs for CIPP installation
- Erosion & Environmental Control
- Contaminated materials and water
- Permits, including but not limited to street use, and parking removal
- Licenses, fees & bond (if bond needed, add 1.5%)

Assumptions:

- Oxbow Construction will have clear access to the work area.
- Jetting water can be de-canted into sewer system on-site. Sludge to be hauled to treatment plant

Note: Oxbow Construction a dba of Iron Horse Excavation, is an Oregon certified DWESB Firm.

This quote is good for 30 business days if Oxbow is listed at time of bid as a subcontractor and is subject to the mutual agreement of the terms and conditions of the subcontract between all parties.

Sincerely,

By: _____
June Kalkhoven, Managing Member

Date: _____

Accepted by: _____

Print name: _____

Title: _____

Date: _____

NOTE: Oxbow Construction a dba of Iron Horse Excavation, LLC is **NOT** affiliated with Moore Excavation, MEI Group, Iron Horse Group, or Iron Horse, LLC in any way.



Michels Corporation

Attn: Sue Lawrence
Public Works Director
503-396-1736
slawrence@cityofrainier.com

October 8, 2020

Re: CIPP Proposal – 8” Sanitary Sewer Rehabilitation – Rainier, OR

Our quantities are calculated only from take-offs and limited by the information provided at the date indicated above, and the Owner should verify bidding quantities. The

Michels Pipe Services, a division of Michels Corporation, is pleased to provide the following quote to your firm for the above-mentioned project, per your request. The following prices should be considered confidential. Your investment for this project is as follows:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>Unit</u>	<u>Extension</u>
1	Mobilization	1	LS	13,919.00	13,919.00
2	Clean/CCTV	998	LF	3.50	3,493.00
3	8" CIPP	998	LF	40.00	39,920.00
4	Traffic Control	1	LS	493.00	493.00
5	Bypass	1	LS	468.00	468.00
6	Lateral Reinstatement	17	EA	190.00	3,230.00
				Total	\$ 61,523.00

T&M	Obstruction and Tap Removal	TBD	HR	733.00	\$ 733.00
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Proposal based on award of all items.

Items Included in Michels Pipe Services' Proposal:

- Michels intends to execute all proposal work in one mobilization to and from project site. Any additional mobilization will be negotiated.
- Minor traffic control for Michel's operations, typical signs (6) and cones (40) only. *See Clarifications and Exclusions.*
- Bypass of mainline sewer flows for Michels' operations **up to Peak Dry Weather Flow Rate, using lay-flat hose only and in no case above 150GPM.**
- Pre-Clean/CCTV inspect pipe **immediately prior** to CIPP installation. *Michels' CIPP scope only. See Clarifications and Exclusions.*
- "Premier Pipe USA" Cured-in-Place pipe installed at locations associated with quoted items. **All material used in the CIPP application will be submitted and approved after award of project and prior to installation.**
- Post-lining Clean/CCTV inspect pipe after CIPP installation. *Michels' CIPP scope only.*

Items Included in Michels Pipe Services' Obstruction and Tap Removal Proposal:

- Optional Obstruction Removal item will be billed per hour, portal to portal.
- Obstruction removal is limited to typical high pressure jetter, and/or robotic cutter methods. Michels is solely responsible for determining obstruction removal method to be used.
- All applicable Proposal Clarifications and Exclusions govern Obstruction and Tap Removal activities.
- Bypass for Obstruction and Tap Removal is excluded.

Any task or item not specifically included under this Proposal Letter is excluded from the scope of this project. Any additional items or information provided to Michels Pipe Services after the date of this Proposal Letter may result in modifications and/or adjustments to the schedule and pricing.



Michels has based the design on standard industry practices and according to ASTM F1216-16.

IF in some areas, CIPP installation within the specified work hour restrictions is not feasible, Michels shall not be held liable for any fees, penalties, or damages resulting from exceeding specified work hours during CIPP installation.

Proposal is based on a standard five day (Monday – Friday) work week. All weekend work is excluded.

Owner to provide point repair to remove 6”/8” transition approx. 3’ downstream of MH A33 prior to Michels’ mobilization. All point repairs to be performed by others, at no cost to Michels.

Clarifications: Items & Tasks to be provided by Client/Owner (non-chargeable):

- Any heavy cleaning (i.e. more than three cleaning passes) and/or obstruction/root/mortar/tap removal required, will be billed at Michels’ time and materials rate of \$733.00/HR portal to portal.
- Water source to be within project limits and *no cost* will be associated with its use.
- Dumpsite at or near the project site for material removed from pipeline with *no cost* to Michels.
- Removal of obstructions will be billed at Michels’ current time & material rates.
- The determination of active services will be made by Owner and/or Engineer.
- Owner must provide legal right of way access and physical access to both ends of each pipe segment for equipment and personnel to perform all aspects of CIPP operation. *Manhole, catch basin, or shored pit access on both ends of each pipe segment must be provided for CIPP installation. Drive up access must be provided at all access points. All access requirements, including restoration, to be provided by Owner. Cleanouts, lamp holes, or rodding inlets must be excavated and removed prior to CIPP installation.*
- Proposal assumes work will be performed in accordance with a mutually agreed upon schedule. *Proposal is based on performing all work during dry weather.*
- Verification of pipe diameter, line length, active lateral verification, pipe condition and Michels’ pipe design and material selection. Any change in diameter, line length, wall thickness, or overall project footage will result in an equitable increase or decrease in unit price. Any change in installation locations as stated in official bid documents or documentation provided to Michels at the time of proposal may result in an increase or decrease in unit price.

Exclusions: Items & Tasks to be provided by Client/Owner (non-chargeable):

- Site restoration.
- Any required traffic control for Michels’ operations beyond typical signs, cones, and arrow-board as stated above, are excluded from Michels’ scope. This includes, but is not limited to Flaggers, TC plans, Portable Changeable Message Boards/Signs, No-Parking signs, road closures, detours, etc.
- Bypass of all flows affecting Michels operations. Bypass that is provided to Michels shall not restrict access or impede Michels’ ability to insert and cure liners.
- Cleaning or CCTV inspection of mainlines not associated with Michels’ CIPP scope.
- Bypass of all mainline flows above 150gpm.
- Bypass of all lateral flows.
- Lateral reinstatement.
- Cleaning and inspection of service laterals.
- CIPP sectional liners/point repairs.
- Joint sealing, lateral lining, or SCL/”Top Hats”.
- Infiltration control or sealing of host pipe.
- Internal grout sealing of service laterals.
- Invert paving and/or pipe grouting, void filling, or pipe repair.
- Manhole rehabilitation.
- Pressure testing, leakage testing, and exfiltration testing.
- Any and all environmental requirements including; SPCC, WPC, SWPPP and erosion control.
- All noise abatement requirements and permits.



- Notification of affected parties on a daily basis of the status of the project.
- All permits, fees, licenses, engineering etc., including but not limiting to, railroad permits/insurance if required, and any inspection fees associated with Michels' work. Also includes permits/permissions to discharge CIPP cure water to sanitary systems.
- Warranty TV inspection.
- Any point repairs/mechanical work required to install CIPP liner.

If at any time Michels Corporation discovers any condition that existed but was not discovered due to no fault of Michels Corporation or arises that prevents Michels Corporation from the installation of CIPP by normal methods, Michels' reserves the right to modify this Proposal Letter and any terms or conditions herein. ***If our crews are delayed through no fault of their own, Michels will charge the responsible party \$2,150.00 per crew standby hour for straight time work, 1 ½ time on all overtime work and double time on all weekend work; this rate will also be applied for any extra mobilizations, indoctrinations, meetings, training, etc.***

Material acquisition lead-time is generally 3-4 weeks to Salem, OR. This quote is valid for 30 days. Retainage is to be paid 60 days after owner's acceptance of Michels' work. If the Owner elects to accept Michels' proposal then both parties expressly agree that this proposal letter will be fully incorporated into the CONTRACT or SUBCONTRACT AGREEMENT. In the event of a conflict between any other provision in the Contract or Subcontract Agreement, the scope and intent of this Proposal Letter shall govern.

Michels appreciates your consideration of this quote and looks forward to working with you on this project. Please feel free to contact me at (503) 364-1199 or szandofs@michels.us so that I may address any questions or concerns you have.

Sincerely,
Michels Corporation

Sam Zandofsky
Sr. Estimator

City Administrator Report
November 2, 2020 Rainier Council Meeting

Mayor Cole and Members of the Council,

I took a tour of Fox Creek Tuesday, October 6 with Friends of Fox Creek board president Ian Bledsoe. The following day, Sue and I toured that area and Nice Creek with representatives of the Estuary Partnership.

Thursday, October 8, I spoke with CIS about updating the employee handbook. Sue and I met with Preston Van Meter about various public works projects. I also spoke with John Huffman, the state director for the U.S. Department of Agriculture's Rural Development office, about some of their programs that may be able to help the city fund work on its infrastructure.

On Saturday, October 10, I served as emcee for the "A Street" project's ribbon cutting ceremony. The following Tuesday, I spoke with Oregon Department of Transportation Regional Manager Mark Buffington and met with Hudson Garbage Service District Manager Nathan Smith.

I met with City Planner Keshia Owens and a property owner who is interested in having his property included in the city's Urban Growth Boundary on Wednesday, October 14. That afternoon, I took a tour of the city's watershed with Sue and our local watermaster.

Sue and I met with officials from the City of Clatskanie Friday, October 14 to discuss ways the cities may be able to share public works equipment.

The week of October 19, I conducted panel interviews for the public works Wastewater/Water Plant Operator position, along with Sue and John Dewey.

I attended the Safety Committee meeting October 21 as the management representative and will continue to do so. On October 22, I reached out to the Oregon Film and Video office and provided them with photographs of potential filming locations around town for inclusion in their database.

Finally, on Friday, October 23, I obtained the easement from the post office property for the first phase of the riverfront trail project.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator