

**CLACKAMAS RIVER WATER**  
**BOARD OF COMMISSIONERS**  
**REGULAR MEETING & EXECUTIVE SESSION**  
**Held at 16770 SE 82<sup>nd</sup> Dr. Clackamas, OR 97015**



**This Meeting will have both an in person and remote option for attending**  
**November 9, 2023 at 6:00pm**

**AGENDA**

**Public Comment:** If a member of the public wishes to address the Board during a meeting, they are encouraged to inform Board staff through email to [kholzgang@crwater.com](mailto:kholzgang@crwater.com) no later than 4pm the day of the meeting. If a person will attend the meeting through Zoom and wishes to provide public comment, prior notice to [kholzgang@crwater.com](mailto:kholzgang@crwater.com) no later than 4pm on the day of the meeting is **required** in order to ensure access. The notice should include the following information: (1) Full name; (2) Address/City/ZIP; (3) Email address or phone number to be used to access the Zoom meeting, so it can be unmuted; (4) District/Organization/Public; and (5) Topic of your public comment and or specific agenda item you wish to speak on.

Members of the public are welcome to speak for a maximum of three minutes during a time designated on the agenda for public comment. The speaker must state their name, address, and if they are a customer or not for the record. Public comment provided at the *beginning* of the agenda will be reserved for comment on agenda items, special presentations, letters, and complaints. Public comment as listed at the *end* of the agenda will be for the purpose of “wrapping up” any remaining concerns.

Anyone who wishes to attend the meeting remotely by Zoom may do so by internet at <https://us02web.zoom.us/j/89843175720> or by calling the following number 1 719 359 4580 and join meeting/89843175720#. **Passcode:** 813522

**REGULAR MEETING -@ 6:00pm**

Call to Order, Pledge of Allegiance and Roll Call - *Sberry French, President*  
Approval of the Agenda

**Public Comment** (*see blue box at the top of the agenda*)

**Consent Agenda**

CA-1: **Gross Payroll and Accounts Paid: October 2023-** *Christa Wolfe, Chief Financial Officer*

CA-2: **Cash Position and Transfers: October 2023-** *Christa Wolfe, Chief Financial Officer*

CA-3: **Consider Acceptance of Donation of Assets for Copper Heights Subdivision Project (5288)-** *Adam Bjornstedt, Chief Engineer*

**Action Items**

1. **Consider Approval of the Amended and Restated Intergovernmental Agreement (IGA) of the Regional Water Providers Consortium-** *Todd Heidgerken, General Manager*
2. **Consider First Reading of Resolution 01-2024, by title only, Amending Local Contract Review Board Rules –** *Todd Heidgerken, General Manager*
3. **Consider Approval of Professional Services Contract with RH2 Engineering for Water Treatment Plant (WTP) Structural Upgrades Project (5309)-** *Adam Bjornstedt, Chief Engineer*
4. **Consider Award of Bid/Contract for Systems Operations Shop Renovations (2329)-** *Adam Bjornstedt, Chief Engineer*

*Next Page*

5. **Consider Approval of Temporary Construction Easement for Prologis (Robert Ave. Development)-** *Adam Bjornstedt, Chief Engineer*

#### **Informational Reports**

6. Quarterly Report- *Christa Wolfe, Chief Financial Officer*
7. Management Report – *Todd Heidgerken, General Manager*
8. Public Comment (*see blue box at the top of the agenda*)

#### **Commissioner Business**

9. Commissioner Reports and Reimbursements

*Adjourn regular meeting*

#### **EXECUTIVE SESSION- will start immediately following the regular meeting**

1. Discuss information or records that are exempt by law from public inspection pursuant to ORS 192.660 (2) (f) and 192.355 (9) (a) and ORS 40.225
2. To conduct deliberations with persons designated by the governing body to negotiate real property transactions. 192.660 (2) (e)

The meeting location is accessible to persons with disabilities. A request for accommodation for persons with disabilities should be made at least 48 hours before the meeting to Adora Campbell (503) 722-9226.

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-1

## REGULAR BOARD MEETING

November 09, 2023

**SUBJECT** Gross Payroll and Accounts Paid

**DRAFT MOTION** Move to approve the consent agenda items as presented

**EFFECTIVE DATE** November 09, 2023

**PRINCIPAL STAFF  
PERSON**

**BOARD ACTION  
REQUESTED** Acknowledge receipt of information as part of the approval of the consent agenda.

**DOCUMENTS  
ATTACHED**

- 1) Earnings Statements for October 2023, Payrolls – 2 payrolls - \$275,836
- 2) Monthly Check History for October 2023 - \$1,065,994 (net)







Monthly Check History Listing  
Clackamas River Water  
10/1/2023 to 10/31/2023

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
6476	10/04/2023	01959 US BANK	CUSTOMER ANALYSIS - AUGUST 2023	CAS AUGUST 2023	799.43	799.43
6477	10/11/2023	00095 ING	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP	PR 10.06.23	2,948.45	2,948.45
6478	10/10/2023	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP.	PR 10.06.23	2,294.65	2,294.65
6479	10/10/2023	00029 OREGON PERS	PERS PMT:1628091,1628387,1631988,1628091	09/21-10/05/23	141,648.57	141,648.57
6480	10/18/2023	04399 OMEGA PROCESSING	SEPTEMBER 2023 PAYMENT PROCESSING (MERCH	SEPTEMBER 2023	36,428.73	36,428.73
6481	10/18/2023	01959 US BANK	INNOVYZE INC	09/25/23	5,321.00	
			WAVE - *READY NORTHWEST	09/25/23 MCGINNISE	2,200.00	
			OREGON ASSOC OF WATER UTI	09/25/23 HOLZGANGc	1,350.00	
			HARRIS WORKSYSTEMS. IN	09/25/23 CAMPBELLc	1,302.65	
			BUD'S TOWING	09/25/23 SLEIGHTa	1,250.00	
			NBF*NATL BIZ FURNITURE	09/25/23 HOLZGANGd	1,097.15	
			BLUEBEAM INC.	09/25/23 BJORNSTEDTb	804.00	
			BESTBUYCOM806794133570	09/25/23 VOYLESe	769.99	
			ED EMPLOYER UI TAXES	09/25/23 CAMPBELLa	533.22	
			SQ *ABPA OREGON CHAPTER	09/25/23 SLEIGHT	480.00	
			BRIDGETOWER MEDIA NEWSPA	09/25/23 HOLZGANGf	469.00	
			IN *PESZNECKER BROTHERS.	09/25/23 RAYf	432.55	
			OR *MILWAUKIE UTILITY	09/25/23 PAYABLEh	429.46	
			CLACKAMAS GARBAGE COMPANY	09/25/23 PAYABLEa	400.31	
			LIFETECHCORP10665007	09/25/23 TRIPLETTh	393.00	
			FEDEX70079956	09/25/23 TRIPLETTh	346.63	
			CHOWN PORTLAND IPT	09/25/23 MCGINNISg	343.88	
			DIALOGTECH, INC.	09/25/23 KEOBOUNNAMb	323.68	
			CHART POOL U S A INC	09/25/23 TRIPLETTa	261.39	
			THE HOME DEPOT 4017	09/25/23 OPERATIONSc	245.39	
			CLACKAMAS COUNTY WATER EN	09/25/23 PAYABLEb	244.10	
			THE HOME DEPOT 4017	09/25/23 RAYa	224.06	
			NW NATURAL 8004224012	09/25/23 PAYABLEk	182.00	
			CLACKAMAS COUNTY WATER EN	09/25/23 PAYABLEd	181.65	
			OFFICE DEPOT #1078	09/25/23 VOYLESa	159.99	
			CLACKAMAS COUNTY WATER EN	09/25/23 PAYABLEc	147.05	
			HARBOR FREIGHT TOOLS 477	09/25/23 RAYe	132.39	
			SP STOGGLES	09/25/23 TRIPLETTe	126.20	

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Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			DROPBOX 2L123FMZ2RRS	09/25/23 KEOBOUNNAMc	119.88	
			DNH*GODADDY.COM	09/25/23 KEOBOUNNAMa	116.99	
			WWW.GRCIQ.COM	09/25/23 PAYABLEe	116.00	
			MCMaster-CARR	09/25/23 PRESTWOODb	113.59	
			MINUTEMAN PRESS POWELL	09/25/23 VOYLESd	110.00	
			THE HOME DEPOT #4017	09/25/23 RAYk	107.20	
			AMZN MKTP US*TR7S77YN1	09/25/23 PRESTWOODd	105.00	
			HIRINGTHING INC	09/25/23 CAMPBELLb	105.00	
			DCBS	09/25/23 RAYn	100.00	
			THE HOME DEPOT 4017	09/25/23 OPERATIONSg	98.86	
			AMZN MKTP US*TR1HJ9Y1	09/25/23 KEOBOUNNAMf	97.99	
			MCMaster-CARR	09/25/23 PRESTWOODa	90.09	
			AMZN MKTP US*T30LS61E0	09/25/23 TRIPLETTc	89.80	
			AMZN MKTP US*TX1DQ5JN0	09/25/23 PRESTWOODc	76.94	
			POSTAL ANNEX	09/25/23 CAMPBELLd	74.03	
			THE HOME DEPOT #4017	09/25/23 RAYb	71.88	
			ELECTRICALLICENSE	09/25/23 RAYm	65.00	
			ADOBE *CREATIVE CLOUD	09/25/23 KEOBOUNNAMd	54.99	
			DONUT LAND	09/25/23 HOLZGANGb	49.97	
			MILLER PAINT CLAC 190	09/25/23 RAYc	48.95	
			AMAZON.COM*T388I2K32 AMZN	09/25/23 VOYLESc	48.21	
			THE HOME DEPOT #4017	09/25/23 RAYo	42.00	
			THE HOME DEPOT #4017	09/25/23 RAYp	41.85	
			BEAVERADDONS	09/25/23 KEOBOUNNAME	41.40	
			FRED-MEYER #0393	09/25/23 HOLZGANGe	40.94	
			IN *ACCENT SIGNS, LLC	09/25/23 HOLZGANGg	39.95	
			SIX ROBBLES NO 10	09/25/23 RAYj	37.05	
			NW NATURAL 8004224012	09/25/23 PAYABLEI	36.52	
			BESTBUYCOM806794288332	09/25/23 VOYLESf	34.99	
			TGI FRIDAYS 2472	09/25/23 MCGINNISd	33.02	
			THE HOME DEPOT #4017	09/25/23 OPERATIONSd	32.70	
			NW NATURAL 8004224012	09/25/23 PAYABLEg	31.09	
			THE HOME DEPOT #4017	09/25/23 OPERATIONSf	23.59	
			THE HOME DEPOT #4017	09/25/23 RAYh	20.55	
			CITY OF OREGON CITY- UTI	09/25/23 PAYABLEm	20.11	
			NW NATURAL 8004224012	09/25/23 PAYABLEI	18.00	
			PDX DESCHUTES BREWERY1510	09/25/23 MCGINNISb	18.00	
			AMZN MKTP US*TQ0R54I7I	09/25/23 OPERATIONSa	17.81	

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			NW NATURAL 8004224012	09/25/23 PAYABLEf	17.78	
			THE HOME DEPOT #4017	09/25/23 OPERATIONSe	16.98	
			NW NATURAL 8004224012	09/25/23 PAYABLEj	16.29	
			IHOP	09/25/23 MCGINNISC	16.10	
			LOWES #01824*	09/25/23 MCGINNISf	15.98	
			AMAZON PRIME*T33K08D12	09/25/23 VOYLESb	14.99	
			BREWERY BLOCK	09/25/23 HOLZGANGj	12.00	
			BUZZSPROUT* BUZZSPROUT	09/25/23 MCGINNISa	12.00	
			SQ *A AAAWESOME LOCKSMITH	09/25/23 RAYi	12.00	
			FRED-MEYER #0063	09/25/23 HOLZGANGa	10.85	
			CONSUMERREPORTS.ORG	09/25/23 HOLZGANGh	10.00	
			AMZN MKTP US*T38CU10I1	09/25/23 OPERATIONsb	9.67	
			MILLER PAINT CLAC 190	09/25/23 RAYd	9.45	
			CHEFSTORE 7558	09/25/23 RAYg	7.19	
			THE HOME DEPOT #4017	09/25/23 RAYi	6.92	
			ETSY.COM - DREAMINDAZEDES	09/25/23 HOLZGANGi	2.00	
			AMZN MKTP US	09/25/23 TRIPLETTd	-10.09	22,720.79
6482	10/25/2023	00336 CITISTREET - STATE OF OREGON	VOLUNTARY PAYROLL DEDUCTION: DEFER COMP.	PR 10.20.23	2,454.11	2,454.11
6483	10/25/2023	00095 ING	VOLUNTARY PAYROLL DEDUCTION	PR 10.20.23	2,900.92	2,900.92
95461	10/04/2023	00285 ARAMARK UNIFORM SERVICES INC	ACCT. #934649000 - BUILDING MAINT. SUPPL	5291314502	84.54	84.54
95462	10/04/2023	00164 CENTURYLINK	ACC# 503-723-6700 962 OCTOBER 2023	09/16-10/16/23	89.72	89.72
95463	10/04/2023	00200 CLACKAMAS COUNTY	ONE CREW, CSW & GRAFFITI REMOVAL	20-10694	425.00	425.00
95464	10/04/2023	02127 CLACKAMAS RIVER	2ND QTR FY 2023-24 PARTICIPATION	68	34,251.50	34,251.50
95465	10/04/2023	03597 CLOUD RECORDS MANAGEMENT	ORMS-0153 / MONTHLY USER FEE PER USER OR	212825	370.20	370.20
95466	10/04/2023	00519 COLONIAL LIFE	OCTOBER 2023 VOLUNTARY PAYROLL DEDUCTION	77938621005820	353.61	353.61
95467	10/04/2023	00008 CONSOLIDATED SUPPLY CO.	6 PCS OF 7225-06, 3 PCS OF 7220-06 & 6.3	S011499492.001	3,994.01	3,994.01
			CREDIT FOR DELIVERY MISTAKE	S011356538.004	-25.00	3,969.01
95468	10/04/2023	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES: ALICIA COEN	123370208	1,999.50	1,999.50
			TEMP HR SERVICES: ALICIA COEN	123360198	1,612.50	1,612.50
			TEMP HR SERVICES: ALICIA COEN	123380214	1,612.50	5,224.50
95469	10/04/2023	02856 CRYSTAL GREENS LANDSCAPING	152ND IRRIGATION INSTALL~	223868	27,895.49	27,895.49



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95470	10/04/2023	02766 EMMERT DEVELOPMENT**	UB Refund Cst #033306	Ref000196902	14.45	14.45
95471	10/04/2023	04044 GOLD STANDARD DIAGNOSTICS HORS	CYANOTOXIN TESTING SUPPLIES	268626	2,445.10	2,445.10
95472	10/04/2023	00124 H D FOWLER CO INC	60 PCS 1520-10	L6518197	3,592.20	3,592.20
95473	10/04/2023	04412 M.L. HOUCK CONSTRUCTION CO	WATERLINE CONSTRUCTION	M22028-5	89,979.80	89,979.80
95474	10/04/2023	04180 MADRONE TECHNOLOGY GROUP INC.	CONTRACT WORK	3197	1,350.00	
			MAINTENANCE SUB VOIP	3208	1,328.00	
			CONTRACT WORK	3190	1,147.50	
			CONTRACT WORK	3189	945.00	
			CONTRACT WORK	3195	810.00	
			CONTRACT WORK	3191	472.50	
			CONTRACT WORK	3196	270.00	6,323.00
95475	10/04/2023	00138 MILWAUKIE, CITY OF	TRASH PUMP # 13 REPAIRS	INV00909	634.47	634.47
95476	10/04/2023	04242 NORTHWEST MECHANICAL GROUP	SEPT. MONTHLY BILLING	32623	617.50	617.50
95477	10/04/2023	01198 PACIFIC OFFICE AUTOMATION	COPIER LEASE ACCT# 1055811323	5026914085	180.00	180.00
95478	10/04/2023	00018 PITNEY BOWES GLOBAL FIN SVC LL	LEASE ACCT #0010797993 07/30-10/29/23 DI	5026914085	465.54	465.54
95479	10/04/2023	04523 PORTLAND VALUATION GROUP INC	LETTER OF VALUE FOR ROBERT PROPERTY	23073- ROBERT	2,000.00	2,000.00
95480	10/04/2023	00229 RICOH USA, INC.	COPIER LEASE #1021276-3734774- 09/12-10/	107624648	208.86	
			COPIER LEASE #1021276-3745995 10/05-11/0	107624650	208.86	
			COPIER LEASE #1021276-3797919 09/10-10/0	107637674	45.75	463.47
95481	10/04/2023	03548 RIVER CITY ENVIRONMENTAL INC	13240 SE RUSK RD 24-0001	330036887	1,800.00	1,800.00
95482	10/04/2023	04534 RMJ PROPERTIES LLC**	UB Refund Cst #004505	Ref000196975	874.60	874.60
95483	10/04/2023	04310 ROBERT HALF LLC	TEMPORARY POSITION - ACCOUNTING/PAYROLL	62602984	3,172.00	
			TEMPORARY POSITION - ACCOUNTING/PAYROLL	62603058	2,830.40	
			TEMPORARY POSITION - ACCOUNTING/PAYROLL	62603462	2,404.06	8,406.46
95484	10/04/2023	00577 SPECIAL DISTRICTS ASSOC OREGON	2023 SDAO MEMBERSHIP DUES	2023 SDAO DUES	4,650.00	4,650.00
95485	10/04/2023	03953 TRI MOTOR & MACHINERY CO. INC	REPAIR & EVALUATE A 125 HP MOTOT FOR LOW	29020	2,170.00	2,170.00
95486	10/04/2023	04535 TWO CHICKS & A ROOSTER, LLC	ALL STAFF EVENT	12/12/23	131.78	131.78

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95487	10/04/2023	00107 UNITED SITE SERVICES INC	RIVERSIDE PARK RENTAL	114-13692648	360.00	
			PORTABLE RESTROOMS	INV-02035149	46.45	406.45
95488	10/04/2023	04485 W3GLOBAL	SERVICES OF TRAVIS ANDREWS	32533	4,185.00	4,185.00
95489	10/04/2023	00130 WASTE MANAGEMENT OF OREGON	TRASH REMOVAL SERVICES-RIVERSIDE PARK -	9426057-1574-0	2,129.40	
			TRASH REMOVAL SERVICES-MANGAN - CUST.# 5	9426058-1574-8	552.09	2,681.49
95490	10/04/2023	00592 WATER RESEARCH FOUNDATION	WATER UTILITY MEMBERSHIP DEC. 2023- NOV	0004216-2023-1	6,170.28	6,170.28
95491	10/04/2023	04525 MATT WESTBROOK	REVIEW OF FINANCIAL POLICIES AND PROCEDU	0000026	7,000.00	7,000.00
95492	10/04/2023	02373 WORLD CUP COFFEE & TEA SERVICE	COFFEE, TEA & SUPPLIES	0249660	140.45	140.45
95493	10/10/2023	00285 ARAMARK UNIFORM SERVICES INC	ACCT. #934649000 - BUILDING MAINT. SUPPL	5291318610	84.54	84.54
95494	10/10/2023	04307 BEND MAILING SERVICES, LLC	SEPTEMBER & OCTOBER PROCESSING & POSTAG	88073	8,320.01	8,320.01
95495	10/10/2023	01546 CASCADE COLUMBIA DIST CO INC	ALUMINUM CHLORHYDRATE	877635	18,823.00	18,823.00
95496	10/10/2023	03811 CHRISTENSEN INC	974 GALLONS OF DIESEL	44015R-DM	6,357.51	
			602 GALLONS OF FUEL	480521R-DM	2,216.53	
			508.4 GALLONS OF FUEL	471398R-DM	2,030.41	
			500 GALLONS OF FUEL	463978R-DM	1,939.74	
			156.60 GALLONS OF NON ETHANOL	4200552R-DM	739.35	
			168.1 GALLONS OF FUEL	0482076-IN	601.08	
			171.30 GALLONS OF DIESEL	420555R-DM	520.61	
			CREDIT FOR FUEL TAXES	420555C-CM	-627.33	
			CREDIT FOR FUEL TAXES	4200552C-CM	-768.01	
			CREDIT FOR FUEL TAXES	440150C-CM	-6,768.30	6,241.59
95497	10/10/2023	04256 CITY WIDE FACILITY SOLUTIONS	JUNE 2023 CLEANING	STI035000137	7,323.67	
			SEPTEMBER 2023 CLEANING	STI035000157	6,646.72	13,970.39
95498	10/10/2023	02774 COMPASS LAND SURVEYORS, INC.	MATHER, TERRY MICHAEL & CASON-STRAWBERRY	42667	6,238.00	
			MATHER, TERRY MICHAEL & CASON-STRAWBERRY	42268	5,291.00	11,529.00
95499	10/10/2023	00017 CORE & MAIN LP	WATERWORKS PARTS	T245255	13,472.00	
			WATERWORKS PARTS	S885167	12,795.62	
			WATERWORKS PARTS	T355060	11,250.00	37,517.62
95500	10/10/2023	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES: ALICIA COEN	123390213	206.40	206.40

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Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
95501	10/10/2023	02856 CRYSTAL GREENS LANDSCAPING	SEPTEMBER LANDSCAPING MAINTENANCE	258495	5,540.00	5,540.00
95502	10/10/2023	04419 ECAMSECURE	50 % DEPOSIT FOR EQUIPMENT PURCHASES	1081088	79,979.26	80,129.26
95503	10/10/2023	01844 FERGUSON ENTERPRISES INC	T-MOBILE DATA CHARGE RIVERSIDE PARK CAME	1075844	150.00	2,166.00
95504	10/10/2023	01844 FERGUSON ENTERPRISES INC	OMNI REGISTER HEADS	1164109	2,166.00	2,166.00
95504	10/10/2023	00073 FIRST RESPONSE INC.	MONTHLY MONITORING PATROL OCT 2023	53983	861.00	1,722.00
95505	10/10/2023	03240 HARRANG LONG PC	MONTHLY MONITORING PATROL SEPT 2023	52160	861.00	4,763.99
95505	10/10/2023	03240 HARRANG LONG PC	GENERAL LEGAL SERVICES SEPTEMBER 2023	101505	4,763.99	219.87
95506	10/10/2023	03759 KENNEDY/JENKS CONSULTANTS INC	TASK ORDER 4- HATTAN PS PRV MODIFICATION	166455	219.87	418.89
95507	10/10/2023	02922 KONE INC	QUARTERLY MAINT.	871163029	418.89	550.00
95508	10/10/2023	02487 LLC LINESCAPE DIRECTIONAL BORING	DIRECTIONAL BORING	60601	550.00	352.00
95509	10/10/2023	04171 LSK GRAPHICS INC.	GRAPHIC DESIGN CONTRACT WORK FOR CRW NEW	OCTOBER 2023	352.00	1,080.18
95510	10/10/2023	00275 MINUTEMAN PRESS CORP	BACKFLOW SECOND LETTER	129855	1,080.18	821.03
95511	10/10/2023	04242 NORTHWEST MECHANICAL GROUP	WTP AC THERMOSTAT REPLACEMENT	32350	821.03	617.50
95512	10/10/2023	00373 OREGON AFSCME	AUGUST HVAC SERVICE	32207	617.50	1,020.59
95513	10/10/2023	01198 PACIFIC OFFICE AUTOMATION	UNION DUES FOR PR 10.06.23	PR 10.06.26	1,020.59	182.52
95514	10/10/2023	04539 PREMIER TRUCK GROUP	QUARTERLY ADDITIONAL IMAGES	413349	182.52	1,954.43
95515	10/10/2023	04310 ROBERT HALF LLC	REPAIRS TO FREIGHTLINER 12YD	81922026	1,954.43	6,002.40
95516	10/10/2023	03701 SHRED NORTHWEST LLC	TEMPORARY POSITION - ACCOUNTING/PAYROLL	62633636	3,172.00	108.00
95517	10/10/2023	04485 W3GLOBAL	TEMPORARY POSITION - ACCOUNTING/PAYROLL	62633514	2,830.40	108.00
95518	10/10/2023	00130 WASTE MANAGEMENT OF OREGON	SYSOPS SHREDDING SERVICE	14568100623	108.00	765.00
95519	10/10/2023	04486 WESTERN WATER WORKS	ADMIN SHREDDING SERVICES	2945100623	108.00	2,129.40
			SERVICES OF TRAVIS ANDREWS	32849	765.00	590.23
			TRASH REMOVAL SERVICES-RIVERSIDE PARK -	5-10078-55004	2,129.40	2,719.63
			TRASH REMOVAL SERVICES-MANGAN - CUST.# 5	5-10088-65000	590.23	4,579.80
			MCDONALD BRASS, WATERWORKS FITTINGS	3200623-00	4,579.80	

**Monthly Check History Listing**  
Clackamas River Water  
10/1/2023 to 10/31/2023

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			180 FT 7700-07	3104690-00	1,245.60	
			MCDONALD BRASS, WATERWORKS FITTINGS	3200726-00	928.40	6,753.80
95520	10/10/2023	04513 WOLFE CONSULTING LLC	FINANCE/AUDIT CONSULT	3255	13,598.75	13,598.75
95521	10/18/2023	00002 AMERICAN FAMILY LIFE ASSURANCE	ACC: 0XNX3 - VOL. PAYROLL DEDUCT OCTOBER	592913	1,197.30	1,197.30
95522	10/18/2023	00285 ARAMARK UNIFORM SERVICES INC	ACCT. #934649000 - BUILDING MAINT. SUPPL	5291322774	84.54	84.54
95523	10/18/2023	01546 CASCADE COLUMBIA DIST CO INC	DENSE SODA ASH	879071	5,885.00	5,885.00
95524	10/18/2023	04147 CITY WIDE TREE SERVICES INC	REMOVAL OF TREES, CHIPPED AND HAULED DEB	20630	2,614.00	2,614.00
95525	10/18/2023	03472 CREATIVE FINANCIAL STAFFING	TEMP HR SERVICES: ALICIA COEN	123400211	1,612.50	1,612.50
95526	10/18/2023	03504 ENTERPRISE FLEET MANAGEMENT	CUST #488054 2018 FORD F-150 TRUCK LEASE	FBN4847716	62.50	62.50
95527	10/18/2023	00287 ENVIRONMENTAL RESOURCE ASSOC	REQUIRED MICROBIOLOGY PROFICIENCY TESTIN	055903	913.37	913.37
95528	10/18/2023	04380 EXECUTIVE SECURITY SERVICES	SECURITY CONTRACT WORK-RIVERSIDE PARK SE	14356	4,273.50	
			ROUTINE PATROL - FY 24	14355	3,900.00	8,173.50
95529	10/18/2023	00073 FIRST RESPONSE INC.	ALARM RESPONSE MANGAN DR	54122	75.00	75.00
95530	10/18/2023	03887 DBA: NAPA AUTO PARTS GENUINE	ATF & BRAKE CLEANER	4462-438005	36.97	36.97
95531	10/18/2023	04379 GLOBAL MAINTENANCE & PAINTING	EXTERIOR PAINTING - SOFFIT, FASICA, DOOR	2217	6,400.00	6,400.00
95532	10/18/2023	04044 GOLD STANDARD DIAGNOSTICS HORS	CYANOTOXIN TESTING SUPPLIES	266626	2,445.10	2,445.10
95533	10/18/2023	03473 HASA INC	SODIUM HYPOCHLORITE 12.5% - LOW SALT	924988	10,594.00	10,594.00
95534	10/18/2023	01343 INTERNAL REVENUE SERVICE	ANNUAL PCORI FEES (AFFORDABLE CARE ACT R	FORM 720 CP220	5.86	5.86
95535	10/18/2023	01919 K&E EXCAVATING INC	REFUND 10.16.23 FOR METER AND PARTS RETU	REFUND 10.16.23	1,555.61	1,555.61
95536	10/18/2023	02487 LLC LINESCAPE DIRECTIONAL BORING	20732 S BEAVERCREEK RD, BORE FEE, 2214-0	60915	550.00	550.00
95537	10/18/2023	04180 MADRONE TECHNOLOGY GROUP INC.	CONTRACT WORK	3256	1,822.50	
			MAINTENANCE SUBSCRIPTION	3240	1,746.00	
			MAINTENANCE SUBSCRIPTION	3237	828.00	
			COMPUTER PERIPHERALS	3236	800.00	
			MAINTENANCE SUBSCRIPTION	3242	675.00	
			COMPUTER PERIPHERALS	3231	554.98	



Monthly Check History Listing  
Clackamas River Water  
10/1/2023 to 10/31/2023

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
			MAINTENANCE SUB DATA BACKUP	3228	367.38	
			MAINTENANCE SUB DATA BACKUP	3229	367.38	
			MAINTENANCE SUB DATA BACKUP	3230	367.38	
			COMPUTER PERIPHERALS	3241	195.94	7,724.56
95538	10/18/2023	00048 OREGON CITY, CITY OF	PAYMENTS FOR SVC TO CRW CUST. IN OREGON	08.31-09.30.23	9,783.49	9,783.49
95539	10/18/2023	00021 PGE	WATER TREATMENT PLANT SEPTEMBER 2023	WTP SEPT 2023	42,498.39	
95540	10/18/2023	00021 PGE	PUMP STATION SEPT 2023	PUMP STATION SEPT 2326.935.07	69,433.46	
95541	10/18/2023	03546 RIVER CITY ENVIRONMENTAL INC	ADMIN SEPT 2023	ADMIN SEPT 2023	2,982.02	2,982.02
95542	10/18/2023	04310 ROBERT HALF LLC	20737 S BEAVERCREEK RD 2214-0256	331009048	1,100.00	
95543	10/18/2023	04310 ROBERT HALF LLC	6930 SE OVERLAND ST 2214-0256	330679599	600.00	
95544	10/18/2023	00024 SOUTH FORK WATER BOARD	LATE FEES	325075687-21	26.01	1,726.01
95545	10/18/2023	00577 SPECIAL DISTRICTS ASSOC OREGON	TEMPORARY POSITION - ACCOUNTING/PAYROLL	62673041	3,172.00	3,172.00
95546	10/18/2023	00160 TOP INDUSTRIAL SUPPLY INC	TEMPORARY POSITION - ACCOUNTING/PAYROLL	62673095	2,450.00	2,450.00
95547	10/18/2023	00165 UNIVAR SOLUTIONS USA INC	WATER PURCHASED - SEPTEMBER 2023	SEPTEMBER 2023	52,781.06	52,781.06
95548	10/18/2023	02854 VERIZON WIRELESS	OCTOBER HEALTH BENEFITS PROGRAM	03-0054042	64,577.00	
95549	10/18/2023	02247 WHA INSURANCE AGENCY INC	NOVEMBER HEALTH BENEFITS PROGRAM	03-0054042 11.01.23	64,311.00	
95550	10/18/2023	04513 WOLFE CONSULTING LLC	PROPERTY CASUALTY INSURANCE	01-0054042 9.5.23	608.00	129,496.00
95551	10/25/2023	00285 ARAMARK UNIFORM SERVICES INC	HOSES AND FITTINGS	125258	288.93	
95552	10/25/2023	03525 BIO-MED TESTING SERVICES INC	CAM LOCK FITTINGS	125389	51.47	340.40
95553	10/25/2023	00304 CANTEL SWEEPING	CALCIUM HYPOCHLORITE 3" TABS	51466352	2,725.60	2,725.60
			ACC.#642537089-00001 CELL PHONE CHARGES	9945776144	27.62	27.62
			MERP ADMIN FEE SEPTEMBER 2023	SEPT 2023	50.00	50.00
			FINANCE/AUDIT CONSULT	3278	5,590.00	5,590.00
			ACCT. #934649000 - BUILDING MAINT. SUPPL	5291327574	84.54	84.54
			PRE-EMPLOYMENT CHECK & MVR	102094	47.00	47.00
			OCTOBER LOT SWEEPING SERVICES	e29118	260.00	
			OCTOBER LOT SWEEPING SERVICES	e29117	200.00	

Monthly Check History Listing

Clackamas River Water  
10/1/2023 to 10/31/2023

Bank code: apbank

Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
95554	10/25/2023	00317 CDW GOVERNMENT INC.	OCTOBER LOT SWEEPING SERVICES	e29119	183.00	643.00
95555	10/25/2023	03811 CHRISTENSEN INC	MAINTENANCE AGREEMENT	MP30715	99.72	99.72
95556	10/25/2023	00200 CLACKAMAS COUNTY	595 GALS DIESEL - CLEAR B-5 FY24	0485937-IN	2,006.79	3,602.67
95557	10/25/2023	03472 CREATIVE FINANCIAL STAFFING	DIESEL - CLEAR B-5 FY24	0490080-IN	1,595.88	425.00
95558	10/25/2023	03218 DIRECT TRANSPORT INC	ONE CREW, CSW & GRAFFITI REMOVAL	20-10705	425.00	2,038.20
95559	10/25/2023	03212 EVOQUA WATER TECHNOLOGIES, LLC	TEMP HR SERVICES: ALICIA COEN	123410222	2,038.20	59.77
95560	10/25/2023	03775 FIELD INSTRUMENTS & CONTROLS	DELIVERY OF BOARD PACKETS	312496	59.77	618.69
95561	10/25/2023	03887 DBA: NAPA AUTO PARTS GENUINE	DI WATER TANK RENTAL 7/01-12/31/23	905960445	618.69	7,216.71
95562	10/25/2023	04044 GOLD STANDARD DIAGNOSTICS HORS	PROMAG, GROUNDING DISC/PROTECTION DISC	INV20829	7,216.71	19.49
95563	10/25/2023	02284 K & D SERVICES OF OREGON INC	15-200 HEADLIGHTS	4462-448515	19.49	8,000.00
95564	10/25/2023	00133 LES SCHWAB TIRE CENTERS INC	ANNUAL MAINTENANCE AGREEMENT FOR CAAS	CRW01-S0923	8,000.00	2,259.74
95565	10/25/2023	04542 BRANDI LITTERAL	13240 SE RUSK RD 24-001	BILL21936	2,259.74	1,354.00
95566	10/25/2023	04180 MADRONE TECHNOLOGY GROUP INC.	21332 S BEAVERCREEK RD 2214-0256	BILL21726	1,354.00	1,354.00
95567	10/25/2023	00138 MILWAUKIE, CITY OF	18336 S HOLLY LN 2214-0256	BILL21725	1,354.00	1,302.00
95568	10/25/2023	04242 NORTHWEST MECHANICAL GROUP	5931 SE ALDERCREST	BILL21672	1,302.00	1,258.08
95569	10/25/2023	00373 OREGON AFSCME	20389 S DANNY CT	BILL21727	1,258.08	1,146.24
95570	10/25/2023	03815 PETROCARD INC	17085 S KILLDEER RD	BILL21616	1,086.75	66.55
			FOUR TIRES FOR 2021 TOYOTA TACOMA	22700847686	1,146.24	21,465.00
			REIMBURSEMENT OF OREGON NOTARY	NOTARY REMB	66.55	2,265.50
			SERVER MIGRATION	3257	14,580.00	1,590.25
			SERVER MIGRATION	3258	5,670.00	1,023.73
			SERVER MIGRATION	3267	1,215.00	42.99
			SEPTEMBER FLEET REPAIRS	INV00924	2,265.50	1,590.25
			LAB AC REPAIR	32893	1,590.25	1,023.73
			UNION DUES FOR PR 10.20.23	PR 10.20.23	1,023.73	42.99
			15-100 SYOPS	C299398	42.99	

**Monthly Check History Listing**  
 Clackamas River Water  
 10/1/2023 to 10/31/2023

apCkHist  
 10/30/2023 10:37AM

Bank code:	apbank	Check #	Date	Vendor	Description	Invoice	Amount Paid	Check Total
		95571	10/25/2023	04521 PORTLAND ENGINEERING, INC	CONTRACT WORK- SCADA SUPT.	12057	1,665.00	1,665.00
		95572	10/25/2023	04541 JULIEN & TERESA RAMIREZ	UB Refund Cst #031572	Ref000197340	396.72	396.72
		95573	10/25/2023	00228 RICOH USA, INC.	COPIER LEASE #1021276-3745995 11/05-12/0	107706925	208.86	
		95574	10/25/2023	00228 RICOH USA, INC.	COPIER LEASE #1021276-3734774- 10/12-11/	107708820	208.86	417.72
		95575	10/25/2023	03548 RIVER CITY ENVIRONMENTAL INC	COPIER LEASE #1021276-3797919 10/10-11/0	107718666	45.75	45.75
		95576	10/25/2023	04087 TOYOTA LIFT NORTHWEST	5930 SE ERIC ST, SE CASON RD	331330511	2,214.70	2,214.70
		95577	10/25/2023	00107 UNITED SITE SERVICES INC	TORA-MAX MODEL 2TWPB33, Compact Electric	11010467	1,499.00	1,499.00
		95578	10/25/2023	00107 UNITED SITE SERVICES INC	RIVERSIDE PARK RENTAL	114-13713919	360.00	360.00
		95579	10/25/2023	02854 VERIZON WIRELESS	PORTABLE RESTROOMS RIVERSIDE PARK	INV-02096705	46.45	46.45
		95580	10/25/2023	04485 W3GLOBAL	ACC.#472115222-00001 CELL PHONE CHARGES	9946518373	2,072.95	
					ACC.#472115222-00002 CELL PHONE CHARGES	9946518374	916.18	2,989.13
					SERVICES OF TRAVIS ANDREWS	32815	4,455.00	
					SERVICES OF TRAVIS ANDREWS	33059	3,870.00	8,325.00

**apbank Total: 1,065,994.21**

**Total Checks: 1,065,994.21**

128 checks in this report

# CLACKAMAS RIVER WATER

Agenda Item –  
CA-2

## REGULAR BOARD MEETING

October November 9, 2023

**SUBJECT** Cash Position and Transfers

<b>DRAFT MOTION</b>	Move to approve the consent agenda
<b>EFFECTIVE DATE</b>	November 9, 2023

**PRINCIPAL STAFF  
PERSON**

**BOARD ACTION  
REQUESTED** Approve the consent agenda items.

**DOCUMENTS  
ATTACHED** None

### Agenda Summary

**BACKGROUND** Cash and Investment Position as of October 31st, 2023, is:

	General Checking	LGIP	Total
Balance as of 9/30/2023	\$ 8,455,698	\$ 19,347,156	\$ 27,802,854
Cash receipts	962,814	98,094	1,060,908
Payroll	(275,836)		(275,836)
A/P checks	(1,065,994)		(1,065,994)
Bond and other electronic payments	-		-
Transfers between accounts	(5,000,000)	5,000,000	-
Balance as of 10/31/2023	<u>\$ 3,076,682</u>	<u>\$ 24,445,249</u>	<u>\$ 27,521,932</u>











Clackamas River Water

# EXHIBIT B CA-3

Return To:  
Clackamas River Water  
Po Box 2439  
Clackamas OR 97015-2439

Approved By Board Action  
Date:

## Clackamas River Water Bill of Sale or Donation (Signifying the Transfer of Title to Ownership)

Project Name: COPPER HEIGHTS

Owner: LGI HOMES - OREGON LLC

Asset Location: Township 2S Range 2E Section 8 Tax Lot(s) 6700

The asset to which this Bill of Sale or Donation applies is described and valued below and has an estimated life of 50 years for the District's fixed assets records.

Type and Size of Pipe(s) 8" DUCTILE IRON

Developer Engineering Costs for water related facilities		\$ <u>16,080</u>
Water Mains (including fittings):	<u>1625</u> ft.	\$ <u>117,046</u>
Fire hydrant(s):	<u>3</u>	\$ <u>19,230</u>
Number of Services:	<u>36</u>	\$ <u>53,154</u>
Total Asset Value:		\$ <u>205,510</u>

This Bill of Sale or Donation includes the following warranties:

1. That Developer is the lawful owner of the transferred or donated property, and that it is free from all encumbrances.
2. That all bills for labor and materials in connection therewith have been fully paid (i.e. no outstanding liens).
3. That Developer has the right to transfer the same and that it shall warrant and defend the same against lawful claims and demands of all persons following the dates of acceptance of the Bill of Sale or Donation by the District
4. That Developer conveys and transfers the waterlines and appurtenances in the System Improvements to the District for the consideration of incorporating them into the District's water distribution system.
5. That for a period of two years from the date of acceptance, the System Improvements remains in good working order and condition acceptable to the District, and that the Developer shall repair or replace at its own expense any work or materials that may prove to be defective during said two-year period.

The asset herein described is hereby transferred to Clackamas River Water effective at the time of signature or as specified by action of the District's Board of Commissioners.

Signed this 6<sup>th</sup> day of April, 2023

Signature: [Handwritten Signature]

V.P. of Development LGI Homes  
Print or Type Name, Position, and/or Signing for

NOTARY:

STATE OF OREGON

COUNTY OF CLACKAMAS

}  
} S.S.  
}



On this 6 day of April, 2023,

Timothy BRUGGMAN personally appeared before me, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that being the person who executed it.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

L.S.

Notary Public - State of Oregon  
My commission expires: February 22, 2025





## EXHIBIT C CA-3

### **Notice of Acceptance**

Clackamas River Water hereby accepts the project constructed in connection with the **Copper Heights Subdivision, project 21-5288**, on this 9th day of November, 2023. Acceptance of this project by Clackamas River Water shall not constitute acceptance of any work not in accordance with the Contract Documents, nor shall it relieve the Contractor of his continuing obligation for work guarantee for two (2) years after the above date.

### **Clackamas River Water**

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Todd Heidgerken, General Manager

# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING November 9, 2023

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**SUBJECT** Consider Approval of Amended and Restated Intergovernmental Agreement (IGA) of the Regional Water Providers Consortium

<b>DRAFT MOTION</b>	Move to approve the amended and restated Intergovernmental Agreement (IGA) of the Regional Water Providers Consortium.
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<b>EFFECTIVE DATE</b>	November 9, 2023
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**PRINCIPAL STAFF**

**PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** Approve the Intergovernmental Agreement (IGA).

**ATTACHMENTS** Exhibit A: Intergovernmental Agreement

### Agenda Summary

**BACKGROUND**

The Regional Water Providers Consortium (Consortium) Intergovernmental Agreement (IGA) was first developed and adopted by individual members in 1996 to endorse the Regional Water Supply Plan and form the Consortium. The IGA was last updated and adopted in 2005. Since then, the organization has grown and evolved requiring a need to update the IGA. The Consortium and its members have conducted a thorough review and update of the Consortium IGA language. At its meeting on October 4, 2023, the Consortium Board unanimously approved the IGA with a recommendation that Consortium members’ individual board, council, or commission approve the amended and restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023). Currently, each voting member of the Consortium is a signatory to the IGA. The updated IGA will require all voting and non-voting member (Participant) approval.

The IGA has been reviewed by CRW legal Counsel

**STAFF RECOMMENDATION**

Approve the Intergovernmental Agreement (IGA)

# Exhibit A



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## **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT OF REGIONAL WATER PROVIDERS CONSORTIUM (2023)**

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Section 4. Cooperation and Participants' Retained Powers	<a href="#"><u>3</u></a>
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## REGIONAL WATER PROVIDERS CONSORTIUM

This Amended and Restated Intergovernmental Agreement of the Regional Water Providers Consortium (2023) is entered into by and among the undersigned municipalities and districts, hereinafter called "Participants," to participate in the Regional Water Providers Consortium for the Portland Metropolitan Region ("the Consortium").

### RECITALS

**WHEREAS**, in 1989 water providers of the Portland metropolitan area began meeting in an informal group called the "Regional Providers Advisory Group" to coordinate water supply planning efforts; and

**WHEREAS**, in 1996 a Regional Water Supply Plan was completed; and

**WHEREAS**, the Regional Water Supply Plan, which contains specific recommendations for cooperation and coordination between the water providers in this region through the formation of the Regional Water Providers Consortium, was adopted by signatory water providers in their *Intergovernmental Agreement of Regional Water Providers Consortium*; and

**WHEREAS**, as the regional land use agency under state law and regional charter, the Metropolitan Service District ("Metro") adopted the Regional Water Supply Plan as part of the Metro Regional Framework Plan; and

**WHEREAS**, in 1997 the Consortium was formed when 15 Participants entered into an intergovernmental agreement to endorse the Regional Water Supply Plan and coordinate and cooperate in its implementation, and amended that intergovernmental agreement in 2004-05 (*2004-05 IGA*); and

**WHEREAS**, the Participants desire to amend and restate the 2004-05 IGA to make certain updates to the Participants and their obligations, and to streamline certain procedures, while continuing to endorse the Regional Water Supply Plan; and

**WHEREAS**, ORS Chapter 190 authorizes units of local government to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has authority to provide; and

**WHEREAS**, all the Participants of this Agreement are thus authorized to enter into an intergovernmental agreement;

**NOW, THEREFORE**, the Participants agree as follows:

**Section 1. Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

"Agreement" – Shall mean this document and any authorized amendments thereto.

"Associate Member" – Shall mean a Participant that does not have an appointed representative to the Board and that pays reduced dues as determined by the Board.

"Board" – Shall mean the Board of Directors established by Section 9 of this Agreement, consisting of one member from the governing body of each Full Member Participant.

"Bylaws" – Shall mean the regulations of the Consortium adopted by the Board pursuant to Section 9.B. of this Agreement.

"Consortium" – Shall collectively mean all Participants to this Agreement acting pursuant to and under the terms of the Agreement.

"Consortium Funds" – Shall mean Consortium funds consisting of all dues, voluntary contributions, grant monies, and funding from any other source provided to the Consortium to conduct the activities and business of the Consortium.

"Executive Committee" – Shall mean the committee established by Section 10 of this Agreement.

"Full Member" – Shall mean a Participant that has an appointed representative to the Board and Technical Committee and that pays full dues as outlined in Section 7.

"Participant" – Shall mean any signatory to the Agreement.

"Plan" – Shall mean the 1996 "Regional Water Supply Plan" for the Portland Metropolitan Area, and all subsequent amendments thereto.

"Region" – Shall mean the area within which Participants provide services to Retail Customer Accounts.

"Retail Customer Accounts" – Shall mean all retail accounts that are billed by a Participant (including residential single family, residential multifamily, commercial, industrial, and wholesale accounts).

"Technical Committee" – Shall mean the committee established by Section 11 of this Agreement.

"Total average daily water use" – Shall mean all billed water usage for Retail Customer Accounts.

## **Section 2. Purposes**

The general purposes of the Consortium are as follows:

- A. To provide leadership in the planning, management, stewardship, and resiliency of drinking water in the Region;
- B. To foster coordination in the Region by sharing knowledge, technical expertise, and resources between Participants;
- C. To serve as the central custodian for Consortium documents, data, and studies;
- D. To review and recommend revisions to the Plan, as appropriate;
- E. To provide a forum for the study and discussion of water supply issues of mutual interest to Participants;
- F. To promote fiscal responsibility by pooling resources to achieve economies of scale;
- G. To allow for public participation in Consortium activities;
- H. To promote stewardship, emergency preparedness, and water conservation in the Region through outreach and education;
- I. To strengthen emergency preparedness and resiliency among water providers in the Region;
- J. To ensure safe and reliable drinking water is accessible to all.

## **Section 3. Strategic Plan**

- A. The Consortium will maintain a strategic plan to guide its work, establish priorities, and set goals for the strategic planning timeline.
- B. The strategic plan will be updated at an interval set by the Board.

## **Section 4. Cooperation and Participants' Retained Powers**

The Participants intend that the Consortium shall act through the processes laid out herein in the spirit of cooperation. Unless specifically provided for herein, by entering into this Agreement, no Participant has assigned or granted to any other or to the Consortium its water rights or the power to plan, construct, and operate its water system or perform any other obligation or duty assigned to it under law.

**Section 5. Consortium Authority**

In accomplishing its purposes, and utilizing the organizational structure and decision-making processes contained herein, the Consortium is authorized to:

- A. Adopt or revise Bylaws and other operating procedures consistent with the terms of this Agreement to govern Consortium operation and administration, including such things as meeting arrangements, voting procedures, election of officers of Consortium boards and committees, notice procedures, procedures for execution of binding legal documents, budgeting, and financial operations.
- B. Adopt or revise, and implement an annual work plan and budget and issue annual reports and such supplementary reports as the Consortium may determine appropriate;
- C. Update and adopt its strategic plan as set forth in Section 3.
- D. Collect regular dues from Participants to support the routine business of the Consortium in amounts established as established in Section 7;
- E. Accept voluntary contributions from Participants in amounts higher than the regular dues for the purpose of conducting studies or engaging in other activities consistent with Consortium purposes;
- F. Apply for and receive grants and accept other funds from any person or entity to carry on Consortium activities;
- G. Expend Consortium funds, however obtained, and establish accounts and accounting processes to manage Consortium funds, which may include utilizing the accounts and processes of Participants for such purposes under appropriate agreements;
- H. Execute public procurement contracts and enter into arrangements whereby Participants may enter into a public procurement contract on behalf of the Consortium;
- I. Execute intergovernmental agreements;
- J. Establish procedures or recommendations for the hiring, dismissal, and review of Managing Director, and to delegate such activities to a Participant;
- K. Accept assignment of staff from individual Participants to conduct Consortium work and to reimburse the Participants for the salary and other costs associated with the assigned staff;
- L. Establish procedures and criteria whereby other governmental entities may become a Participant in this Agreement;



- M. Establish a process to coordinate Participant response to water policy issues of mutual interest or concern;
- N. Establish procedures to solicit the views of the public on water supply and water resource issues within the purview of the Consortium;
- O. Establish a process whereby water policy and water supply disputes or disagreements among Participants may be resolved;
- P. Protect Consortium rights and enforce obligations owed to the Consortium by third parties to the extent permitted by law;
- Q. Take other action within the powers specifically granted to the Consortium herein by the Participants to exercise the authority granted in this Section 5 and to carry out the purposes stated in Section 2.

**Section 6. Participants**

- A. Participant Memberships: A Participant may join as a Full Members or Associate Member in accordance with the definitions set forth in Section 1 and as further provided in the Bylaws.
- B. Any Participant which, having once joined, withdraws or is expelled from the Consortium for non-payment of dues, may only re-join as provided in Section 7.F.
- C. Additional Participants: The Board may accept additional governmental entities as Participants into the Consortium under terms and financial arrangements that the Board determines just and appropriate. The Board may establish standards for membership in the Bylaws or may allow Participants to join on a case-by-case basis. Provided, however, that in all cases, no new Participant may join the Consortium without the affirmative vote of a majority of the Board.
- D. Withdrawal: Any Participant may withdraw from the Consortium at any time by giving written notice to the Chair of the Consortium Board. Consortium dues already paid shall not be refunded to the withdrawing Participant. Unless otherwise approved by the Board, a withdrawing Participant shall have no ownership or interest in a Consortium asset after the date of withdrawal. Any Participant intending to withdraw from the Consortium shall make its best efforts to advise the Board Chair of that fact prior to February 1 and the approval of the Consortium budget for next fiscal year. Participants acknowledge that failure to notify the Consortium in accordance with these procedures may cause financial harm to the Consortium.

**Section 7. Dues**

- A. Each Participant shall pay annual dues no later than September 1 of each year sufficient to fund the approved annual budget of the Consortium, as established by the Board, provided, however, that the Board may establish a different payment amount and/or schedule for a Participant upon request from that Participant or upon the Board's own motion.
  
- B. The dues of each Participant shall be determined annually as follows:
  - 1. Total annual dues for all Participants shall be set to equal the annual budget for the Consortium, not counting budget items to be funded by fewer than all the Participants as provided in Section 8.C.
  
  - 2. Any grants or non-dues monies obtained by the Consortium may be applied towards the annual budget, thereby reducing the annual dues assessments commensurately.
  
  - 3. The Board shall establish the dues obligation of Associate Members at the time it approves an entity's membership and which amount is subject to any changes set forth in the Bylaws.
  
  - 4. The total annual dues of an Associate Member shall be subtracted from the total annual dues-based budget, described in subsection 7.B.1. leaving a budget number to be funded by Full Member dues. Dues shall be set so that the dues of each Full Member reflect its proportional share of that sum based on the following formula:
    - (a) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of the total number of all Participants' Retail Customer Accounts for the prior year;
  
    - (b) 50% of the dues shall be allocated proportionally based on the Participant's proportional share of total average daily retail water use (in million gallons per day) in the prior year of all Participants.
  
- C. Minimum dues may be set by the Board to cover costs of adding a new Participant as outlined in the Bylaws.
  
- D. In-kind contributions may be made in lieu of dues if approved by the Board. In-kind contributions must be tracked and quantified.
  
- E. A Participant that fails to pay its assigned dues by September 1, or a time otherwise established by the Board pursuant to Section 7.A., may be removed by the Board as a Participant after two reminders are sent.

- F. Upon a majority vote of the Board, a removed Participant (or a Participant that has previously withdrawn from membership) may be reinstated in the Consortium upon its agreement to pay its full dues for the year during which it wishes to rejoin (calculated as if the entity had been a Participant at the time the budget was approved). Upon receipt of such dues by a rejoining Participant, the Board shall add the dues payment to the existing budget for expenditure or carry over to the following year's budget.
- G. If a new Participant joins the Consortium during an annual dues cycle, its dues and those of the existing Participants shall be calculated as follows:
  - 1. If a new Participant is a Full Member, its dues requirement will be calculated pursuant to Section 7.B.4.
  - 2. If a new Participant is an Associate Member, its dues will be determined as provided in Section 7.B.3.
  - 3. The initial year dues for a new Participant joining partway through a fiscal year will be pro-rated to reflect partial year membership if more than halfway through the fiscal year.
  - 4. New Participants joining at any time after September 1 shall pay their initial year's dues within 90 days of signing this Agreement.

**Section 8. Work Plan and Budgeting**

- A. Each year, at the first Board meeting of the calendar year, the Board shall adopt an annual work plan of Consortium activities for the upcoming fiscal year beginning on July 1.
- B. At the same time, the Board shall adopt a budget sufficient to conduct the Consortium's annual work plan. The budget shall also include a calculation of the dues owed by each Participant to fund the budget as provided in Section 7 and a table apportioning the dues to each Participant.
- C. The budget may include special projects that will be funded by fewer than all of the Participants on a voluntary basis as outlined in Section 5.E.
- D. The Board may amend the budget and the work plan at any time as it deems appropriate except that dues may only be increased annually as provided for in Section 7. Additional expenditures may be permitted so long as there are identified sources of revenue, other than increased dues, for such expenditures.
- E. Participants shall provide to Consortium staff the data necessary to calculate the annual dues for budgeting and planning in a timely manner.

## **Section 9. Consortium Board**

- A. The Board shall be made up of one member from the governing body of each Full Member. Each Participant shall also name an alternate Board representative from its governing body to serve in case the primary representative cannot. Provided, however, that if the Board Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. Annually, the Board shall elect a Board Chair and a Vice Chair and appoint the Executive Committee members in accordance with the provisions in the Consortium Bylaws.
- C. The Board is authorized to: (1) approve the Consortium's annual work plan and budget; (2) approve the Consortium's strategic plan; (3) set Consortium policy; (4) approve new Participants; (5) initiate updates to the Plan as needed; (6) approve minor amendments to the Plan; (7) recommend to Participants' governing bodies major amendments to the Plan; (8) recommend to Participants' governing bodies amendments to this Agreement; (9) adopt and update the Bylaws; (10) exercise any other powers and authority granted to the Consortium by this Agreement necessary to accomplish the Consortium's purposes.
- D. The Board shall have the authority to designate which amendments to the Plan are major and which are minor for purposes of determining the process for amendment consideration. Generally, major amendment to the Plan should include revisions to the Plan's policy objectives, resource strategies, or implementation actions which significantly alter Plan direction or would significantly change the implementation strategies. Minor amendments are all other changes to the Plan.
- E. The Board may assign such duties or delegate such Board authority as the Board deems advisable to any Participant, Board committee, the Executive Committee, or to the Technical Committee, except that the Board may not delegate the authority (1) to execute intergovernmental agreements, (2) to designate Plan amendments as minor or major, (3) to recommend major Plan Amendments or amendments to this Agreement, (4) to approve the annual work plan and the budget, (5) to approve minor Plan amendments, (6) to approve the admission of Participants to the Consortium, or (7) to dissolve the Consortium.
- F. To be effective, Board actions must be approved by a vote of a majority of the Board at a meeting at which a simple majority of the Board is present.

## **Section 10. Executive Committee**

- A. The Consortium shall have an Executive Committee, which shall be appointed by the Board and consist of seven Board members, one of which shall be the Board Chair. The Board shall endeavor to appoint Executive Committee members in a manner that achieves geographic representation and representation from municipalities, special districts, and other types of entities that form the Consortium.

- B. The Board Chair shall be the Chair of the Executive Committee.
- C. The Executive Committee shall serve to assist the Board in more timely and meaningful policy action as outlined in the Bylaws.
- D. The Executive Committee shall at no time act on behalf of the Board unless specifically authorized by the Board to do so as provided in Section 9.E.
- E. Except for the Board Chair, the term for each Executive Committee member shall be two years, and individuals may serve consecutive terms if re-appointed.
- F. To be effective, Executive Committee actions must be approved by a vote of a majority of the Executive Committee at a meeting at which a simple majority of the Executive Committee is present.

**Section 11. Technical Committee**

- A. The Consortium shall have a Technical Committee, which shall be made up of one staff representative appointed by each Full Member. Each Full Member shall also appoint an alternate Technical Committee representative to serve when the primary representative cannot. Provided, however, that if the Technical Committee Chair does not attend a meeting, the Vice Chair shall assume the Chair's duties rather than the Chair's alternate.
- B. On an annual basis, the Technical Committee shall elect a Chair and Vice Chair.
- C. The Technical Committee shall advise and provide assistance to the Board on any matters falling within the Consortium's purview under this Agreement, and may act upon Board delegation of authority as provided in Section 9.E.
- D. The Technical Committee under the provisions of any agreement or contract to provide staff shall advise Consortium staff and assume the responsibility to draft proposed work plans, budgets, annual and other reports, plan amendments, and implementation proposals for submission to the Board or Executive Committee as appropriate.
- E. To be effective, Technical Committee actions must be approved by a vote of a majority of the Technical Committee at a meeting at which a simple majority of the Technical Committee is present.

**Section 12. Dispute Resolution**

It is the intention of the Participants to limit the issues available for dispute resolution. The issues raised must be related to interpretation of the express terms of this Agreement. No issues related to water supply development or program development by individual Participants may be raised.

Any such dispute shall, if possible, be resolved through the use of a mandatory, but non-binding dispute resolution mechanism established by the Board through the Bylaws.

**Section 13. Duration and Dissolution**

This Agreement shall remain in effect, subject to the following: (1) any Participant may withdraw at any time as provided in Section 6.D. of this Agreement; (2) should all but one Participant withdraw, the Agreement shall end and the Consortium shall be dissolved; (3) the Agreement may be ended and the Consortium dissolved by a vote of the Board; (4) remaining funds shall be distributed in accordance with the Bylaws.

**Section 14. Legal Liability**

Participants agree to share any costs or damages, including reasonable attorney's fees, from third party actions against the Consortium. The obligation shall apply to any entity that was a Participant in the Consortium at the time the liability arose or the cause of action accrued. Payment obligations shall be proportional to the dues of each entity. Participants agree to assist and cooperate in the defense of such an action. Settlement of any action that would impose an obligation to pay upon the Participants under this provision must be approved by a majority of the Board. The obligations of a Participant under this Section 13 shall survive that Participant's withdrawal from the Consortium, termination of this Agreement, or dissolution of the Consortium.

**Section 15. Oregon Law and Forum**

- A. This Agreement shall be construed according to the law of the State of Oregon.
- B. Any litigation between the Participants under this Agreement or arising out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**Section 16. Public Notification**

The Board, the Executive Committee, and the Technical Committee shall be deemed public bodies for purposes of Oregon's public meeting laws as provided by ORS Chapter 192. Other committees or sub-committees are subject to ORS Chapter 192 only as applicable.

**Section 17. Agreement Amendment**

Amendments to this Agreement shall be recommended by the Board and shall be effective when authorized by the governing body of every Participant.

**Section 18. Indemnification**

Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 7, and Oregon Tort Claims Act, ORS 30.260 through 30.300, each Participant shall indemnify, defend, and hold harmless the Consortium and other Participants from and against all liability, loss, and costs arising out of or resulting from the negligent or intentionally wrongful acts of the indemnifying Participant, their governing bodies, officers, employees, and agents in the performance of this Agreement.

**Section 19. Severability**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**Section 20. No Third-party Beneficiaries**

The Participants are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

**Section 21. Merger Clause**

This Agreement constitutes the entire agreement between the Participants. No waiver, consent, modification or change of terms of this Agreement shall bind a Participant unless in writing and signed by the affected Participants. Such waiver, consent modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

**Section 22. Counterparts**

This Agreement may be signed in counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The Participants agree that any Participant may execute this Agreement, including any Agreement amendments, by electronic means, including the use of electronic signatures.

**AMENDED AND RESTATED REGIONAL WATER PROVIDERS CONSORTIUM**  
**INTERGOVERNMENTAL AGREEMENT**

IN WITNESS WHEREOF, the signatory hereby causes this agreement to be executed.

*(Signatory page can be changed to fit specific adoption process)*

SIGNATORY PARTY

Clackamas River Water  
Jurisdiction or Entity Name

By: \_\_\_\_\_

Title: Board President

Print Name: Sherry French

Contact Person: Todd Heidgerken, GM

Dated: \_\_\_\_\_

Address: 16770 SE 82nd Dr.,

Clackamas, Oregon 97015

Send signed agreement to Patty Burk [patty.burk@portlandoregon.gov](mailto:patty.burk@portlandoregon.gov) or mail to:

Portland Water Bureau  
Attn: Patty Burk  
1120 SW 5<sup>th</sup> Ave. Suite 405  
Portland, OR 97204





**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**November 9, 2023**

**SUBJECT** Consider First Reading of Resolution 01-2024, by title only – Amending Local Contract Review Board Rules

<b>DRAFT MOTION</b>	Move the Board to Conduct the First Reading, by title only, of Resolution 01-2024 Amending Local Contract Review Board Rules
<b>EFFECTIVE DATE</b>	December 14, 2023

**PRINCIPAL STAFF PERSON** Todd Heidgerken, General Manager

**BOARD ACTION REQUESTED** The Board will be asked to conduct a first reading of the above Resolution by title only.

**DOCUMENTS ATTACHED** Resolution 01-2024  
Local Contract Review Board Rules -redline

**Agenda Summary**

**BACKGROUND** CRW Local Contract Review Board Rules (LCRB) were last fully updated in 2013. Since that adoption there have been updates to sections of the rules, but a full review and update has not occurred since 2013. Legal Counsel reviewed and updated the LCRB’s to ensure compliance with Oregon contracting laws and any recent changes and provided a draft to staff for review. Staff have reviewed and provided any additional comments to legal counsel and those comments have been incorporated in the proposed updated rules.

Two readings of the Resolution to adopt the LCRB’s is required. The second reading will occur at the December Board meeting. The updated LCRB’s will go into effect January 1, 2024.

**ANALYSIS**

**OPTIONS**

**STAFF RECOMMENDATION** Conduct the first reading of the LCRB rules by title only

CLACKAMAS RIVER WATER

RESOLUTION 01-2024

**A RESOLUTION AMENDING LOCAL CONTRACT REVIEW BOARD RULES**

WHEREAS, a Regular Meeting was called by the Board of Commissioners of Clackamas River Water (District) on December 14, 2023; and

WHEREAS, pursuant to the provisions of ORS 192.640, notice of said regular meeting and the purpose thereof was given in accordance with the requirements of said statute; and

WHEREAS, after consideration the Board of Commissioners finds that:

1. Clackamas River Water Local Contract Review Board Rules should be revised.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER THAT:

1. Clackamas River Water Local Contract Review Board Rules, is amended to read:

**Rule 100 – Introduction and Definitions**

**100-010 Purpose and Statutory Authority**

These contracting rules prescribe public contract procedures for Clackamas River Water (“District”) pursuant to the authority granted to the District by ORS Chapter 264.210, ORS 279A.060, ORS 279A.065(5), and other applicable statutes. These contracting rules may be cited as the “Clackamas River Water Local Contract Review Board Rules” or the “District LCRBs”. The District acknowledges and hereby intends that the model rules adopted by the Oregon Attorney General pursuant to ORS 279A.065(1) do not apply to procurement actions of the District. However, the District may use the model rules as guidance, for clarification, for interpretation, or for implementation of these rules. The Public Contracting Code and the Attorney General Model rules will apply to the extent an issue or matter is not addressed in these Rules.

**100-011 Application of Federal Law**

Notwithstanding any provision of Oregon law and these rules, applicable federal laws and regulations shall govern in any case in which federal funds are involved. In the event such federal laws and regulations require additional conditions in public contracts, such additional provisions shall be

inserted into the contract documents by the District's procurement officer, or their designee.

**100-012 Procurement Justification**

The District procurement officer shall document, or shall cause to be documented in the procurement file for each procurement, the basis for any procurement decisions made under these rules as soon as practical, but not later than the completion of the procurement or project.

**100-013 Non-Discrimination Policy**

With respect to any procurement activity under these Rules, the District shall not discriminate on the basis of age, disability, national origin, race, marital status, religion, or gender. Furthermore, the District shall not knowingly contract with or procure goods and services from an entity that discriminates on the basis of age, disability, national origin, race, marital status, religion, or gender. Bidders or proposers responding to solicitations from the District and contractors entering into contracts with the District shall not discriminate on the basis of age, disability, national origin, race, marital status, religion, or gender, and further shall not discriminate against any subcontractor in the awarding of a subcontract because the subcontractor is a minority-owned, woman-owned, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225(1)(c). In the event the District determines that any bidder, proposer, or contractor has engaged in discrimination prohibited by these rules, the District shall have the right to exercise any remedies authorized by law, including those remedies specified in ORS chapter 279.

**100-014 Definitions**

- a. The following definitions apply to these rules, unless the context requires otherwise:
  1. **Addenda to the Solicitation Documents:** Any additions, deletions, or changes to the District's applicable solicitation document for any procurement.
  2. **Annually:** within each fiscal year. Clackamas River Water (CRW)'s fiscal year is July 1 – June 30.
  3. **Bid:** A written offer of a person or business entity submitted in response to the District's invitation to bid (ITB) or other solicitation inviting bids.

4. **Bidder:** An individual or business entity submitting a bid in response to the District's ITB or other solicitation.
5. **Bidding Period:** The span of time between the date of advertisement or issuance of the solicitation document and closing of the procurement.
6. **Board:** The Board of Commissioners of Clackamas River Water acting as the Local Contract Review Board for the District.
7. **Closing:** The date and time announced in the District's solicitation document (*e.g.*, Invitation to Bid or Request for Proposals) as the deadline for submitting bids or proposals.
8. **Communication Services:** Those services that include, but are not limited to, services related to information technology dealing with audio, visual, or data storage or transmissions.
9. **Communication Systems:** Any equipment associated with or a part of audio, visual, or data storage or transmissions.
10. **Competitive Bidding:** A price-based selection process that complies with formal bidding requirements of ORS 279B or 279C, as applicable.
11. **Competitive Quotes:** The written or verbal response to an informal solicitation given by prospective vendors to the District.
12. **Construction Manager/General Contractor:** An individual or business entity selected by the District through a competitive proposal process to perform pre-construction services, including coordination with the District's design team, for an identified public improvement project. Such individual or firm may also be selected to perform construction services through the negotiation process identified in the solicitation document.
13. **Contract:** The written agreement between the District and the Contractor describing the work to be done and the rights and obligations of the parties. "Contract" includes purchase orders or any other writing reflecting the agreement of the District and selected vendor or Contractor with respect to a specific public procurement.

14. **Contractor:** The individual or business entity awarded the public contract to furnish the District the goods, services, or work procured through the District's solicitation document.
15. **Contract Price:** The total of the awarded bid or proposal amount as stated in the Contract, including any approved alternates, adjusted as applicable for any fully executed change orders, modifications, or amendments.
16. **Days:** Calendar days, including weekdays, weekends, and holidays, unless otherwise specified. When a time period ends on a weekend or National or State recognized holiday, the time period shall be extended to the next business day.
17. **Design/Build:** A method of public contracting where the selected Contractor has the responsibility for performing both the design and construction of the specific project as described in the District's solicitation document. This type of procurement is sometimes also referenced as "turn-key."
18. **District:** Clackamas River Water, a domestic water district organized under ORS chapter 264.
19. **Electronic:** The transmission of information and/or data by electronic means in the format specified by the District in its solicitation document. Electronic includes but is not limited to email and facsimile.
20. **Energy Savings Performance Contract:** A public contract between a contracting agency and a qualified energy service company for the identification, evaluation, recommendation, design, and construction of energy conservation measures, including a design-build contract, that guarantee energy savings or performance.
21. **General Manager:** The District's chief administrative executive who shall carry out the procurement functions in accordance with Oregon law and the policies adopted by the Board (*See CRW Board Policy 5.1*) to the extent such policies are not inconsistent with such law.
22. **Foreign Contractor:** A Bidder or Proposer who is not domiciled in or registered to do business in the State of Oregon and considered a non-resident bidder in accordance with ORS 279A.120.

23. **Formal Procurement:** The process used by the District to procure goods or services where the procurement is anticipated to be more than \$250,000 and the bid or proposal is required to be in writing, signed and sealed and advertised as required by ORS chapter 279B or 279C, as applicable.
24. **Informal Procurement:** The process used by the District to procure goods or services when the price of the procurement is estimated to be \$250,000 or less.
25. **Invitation to Bid (ITB):** The solicitation document used by the District to solicit competitive, written, signed and sealed bids which includes appropriate specifications, a solicitation for price and other applicable requirements of the District.
26. **Opening:** The date, time, and place announced in the District's solicitation document for the opening of written, sealed bids, or proposals. The Opening shall be public when required by law.
27. **Personal Property:** Property that is not real property as understood under Oregon common law.
28. **Personal Services:** Those services described or defined by these rules as such. "Personal Services" shall include professional services.
29. **Proposal:** A competitive offer submitted in response to a Request for Proposals, where proposal evaluation and contract award is based on selection criteria other than price alone.
30. **Proposer:** An individual or business entity that submits a proposal in response to the District's Request for Proposals.
31. **Public Contracting Code:** ORS Chapters 279A, 279B, and 279C, as may be amended from time to time.
32. **Public Contracting Officer ("PCO"):** The General Manager of the District or their designee, or any individual designated by the Board to serve in this capacity.
33. **Public Improvement:** Public improvement as defined in the Public Contracting Code, ORS 279A.010(1)(cc).
34. **Request for Proposal (RFP):** The solicitation document used by the District to solicit written, competitive Proposals from qualified individuals or business entities for a particular good or service. An

RFP will typically be used for solicitations involving competitive negotiations and where price may not be the predominant award criteria.

35. **Requirements Contract:** A contract in which the vendor agrees to supply all of the specific goods or services required by the District for a stated period of time.
36. **Resident Bidder:** A bidder that qualifies as a “resident bidder” under ORS 279A.120(1)(b). “Resident Proposer” shall have the same meaning as “Resident Bidder” when applied to the proposal process.
37. **Rules:** These Local Contract Review Board Rules as adopted by Clackamas River Water, including any amendments as may be made from time to time.
38. **Solicitation Document:** The written document issued by the District requesting a response from prospective Bidders, Proposers or other vendors desiring to enter into a contract with the District to provide goods, services or Personal Services. Solicitation documents include, but are not limited to, an Invitation To Bid (ITB), Request for Quotes, Request for Information (RFI), Request for Qualifications (RFQ), or Request for Proposals (RFP), which includes all documents, whether attached or incorporated by reference, utilized by the District in procuring goods or services.
39. **Specification:** The description of the physical or functional characteristics, or of the nature of a good or service as stated by the District in the applicable solicitation document. Specifications may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery and the quantities or qualities of materials to be furnished under the contract. Specifications may include performance specifications. Specifications may be incorporated by reference and/or through attachment to the solicitation document or contract.



## **Rule 110 – Procurement Policy**

### **110-010 Procurement Policy**

It is the policy of the District that the underlying assumption for all contracts is competition, provided, however, that an alternative selection and award process may be used where it is authorized by the Public Contracting Code, by these Rules, or by specific approval of the Board.

It is the policy of the District to give procurement preference to resident bidders as provided by the Public Contracting Code.

It is the policy of the District to give procurement preference to recycled goods as provided by the Public Contracting Code.

It is the policy of the District to give procurement preference to agricultural products or services produced and transported within the State of Oregon as provided by the Public Contracting Code.

### **110-011 Rule Waiver**

The Board may waive any of these Rules unless such waiver is prohibited under the Public Contracting Code. In the event of waiver, the General Manager shall provide the Local Contract Review Board with written justification which addresses the following criteria:

- a. The nature of the solicitation;
- b. The estimated cost;
- c. A narrative description of the basis for the waiver and the reasons the procedures described under these Rules would be inappropriate; and
- d. A statement of the alternative selection process that will be used, if any.

### **110-012 Public Contract Exceptions and Exemptions**

Unless exempted by the Public Contracting Code, these Rules, or by the Board, all public contracts issued by the District shall be based upon a competitive solicitation process. The following public contracts are exempt from the competitive solicitation process:

- a. Contracts made with other public agencies or the federal government, including but not limited to cooperative procurements.
- b. Contracts made with qualified non-profit agencies providing employment opportunities for disabled individuals.

- c. Emergency Procurements.
- d. Sole-Source Procurements.
- e. Small Procurements (under \$25,000 annually).
- f. Special Procurements - Special procurements may be Class Special Procurements or contract-specific special procurements. For contract-specific procurements, the District shall follow the exemption procedures authorized by the Public Contracting Code. Below is a list of Class Special Procurements that are exempt from competitive bidding under these Rules:
  - 1. Personal services contracts as described and defined in these Rules, including professional service contracts. Professional service contracts shall include but not be limited to attorneys, accountants, auditors, engineers, land surveyors, field specific experts, appraisers, and rate consultants (See additional provisions relating to professional service contract contained in Rule 130).
  - 2. Distribution and Treatment system related Equipment, Repair, Maintenance and Overhaul.
  - 3. Contracts for Price Regulated Items - Contracts for which rates are regulated or otherwise set by governmental agencies or through a public hearing process pursuant to law (e.g., utilities).
  - 4. Laboratory Services & Equipment.
  - 5. Copyrighted Materials and Periodicals.
  - 6. Purchases of Used Personal Property.
  - 7. Advertising Contracts.
  - 8. Investment Contracts - The District invests public funds pursuant to the District's Investment Policy.
  - 9. Communication or Information systems and service contracts - These types of contracts include without limitation information technology services, telecommunications, security, and other integrated systems.
  - 10. Insurance and Related Insurance Service Contracts.
  - 11. Grants.
  - 12. Lease, acquisition, or disposal of real property.
  - 13. Energy Savings Performance Contracts.

14. Services performed by a contractor engaged by a third party to perform services on behalf of the third party at a location where services on behalf of the District are necessary or desirable, and where the PCO finds that coordination of services for CRW by the third-party contractor with services by the contractor for the third party would (i) result in substantial cost savings for the District or for the public, or (ii) otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of a competitive solicitation process.
15. Contracts with contractors for projects that are entered into pursuant to and subject to the terms of a master agreement with the contractor that was procured through competitive bidding, including contracts established through cooperative procurement.
16. Goods and services for which the expense will be reimbursed by an insurer.
17. Goods and services for which a contractual warranty imposes source requirements, including requirements to use authorized dealers in order to maintain the warranty in effect, when fewer than three sources within a reasonable geographic area are available.

For each of the above Class Special Procurements, the Board finds that the awarding of these contracts without competitive solicitation processes is unlikely to encourage favoritism or to substantially diminish competition in the awarding of public contracts and further is reasonably expected to result in substantial cost savings to the District and the public or otherwise substantially promote the public interest in a manner that could not practicably be realized through the procedures described in the Public Contracting Code.

- g. Contracts entered into, issued, or established in connection with:
1. The incurring of debt by the District, including but not limited to the issuance of bonds, certificates of participation, and other debt repayment obligations, and any associated contracts, agreements, or other documents, regardless of whether the obligations that the contracts, agreements, or other documents establish are general, special or limited.
  2. The making of program loans and similar extensions or advances of funds, aid or assistance by the District to a public body for the purpose of carrying out, promoting or sustaining activities of programs authorized by law; or
  3. The investment of funds by a public body as authorized by law, and other financial transactions of the District.

- h. Contracts for employee benefit plans described in ORS chapter 243 or other provisions of law.
- i. Any other public contracting of the District specifically exempted from competitive bidding by another provision of law.
- j. Affirmative Action Contracts – Subject to any constitutional or statutory limits, public contracts may be let without competitive bidding to disadvantaged business enterprises (DBEs) which are defined under federal law and other regulations, or to individuals or firms certified as minority, women, or emerging small business enterprises (as those terms are defined by Oregon law), where the District has determined that a set-aside contract is justified under the circumstances. The District's PCO shall follow the procedures as specified in these Rules for such contracts.
- k. Contracts for the procurement of chemicals relating to water treatment.
- l. Contract Amendments provided that the monetary amount of the amendment is within the amounts authorized by these Rules.

**110-013 Contract Authority**

The CRW Board of Commissioners delegates contracting authority to the General Manager as it deems to be in the best interests of the District. Except as otherwise provided in these Rules, the Board must approve any contract in excess of General Manager's contract authority. The General Manager or their designee will execute all contracts within the General Manager's authority, unless otherwise directed by the Board.

**Rule 120 – Procurement Classifications**

**120-010 Small Procurements**

When the amount of the contract is estimated not to exceed \$25,000, the District may use any procedure designed to achieve the best prices for the District, including but not limited to obtaining written, electronic, or oral competitive quotes. Any amendments over the \$25,000 amount shall not exceed an additional \$2,500 or a contract total of \$27,500 annually including all amendments. Oral quotations shall be documented in the procurement file for each applicable procurement.

**120-011 Intermediate Procurements**

When the amount of the contract is estimated to be more than \$25,000 annually, but less than \$250,000 for goods and services or \$100,000 for

public improvements, the District will use good faith efforts to obtain three informally solicited, competitive quotes. Any informal procedures used by the District shall include the following conditions and procedures:

- a. A solicitation from a list of potentially interested vendors inviting bids or proposals or a solicitation achieved through an abbreviated advertised process as may be deemed to be appropriate by the procurement officer.
- b. The District shall keep a written record of the product or service specifications, the evaluation criteria used for the solicitation, and the source and amount of the quotes received.
- c. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes.
- d. Cumulative amendments for intermediate procurements shall not exceed annually 15% of the original contract price.
- e. Minimum contractual requirements are stated clearly in the written materials describing the solicitation and, if advertised, in the solicitation document.
- f. Evaluation criteria to be applied in awarding are stated clearly in the written materials describing the solicitation and, if advertised, in the solicitation document.
- g. In the event an advertised solicitation is used, the solicitation document shall clearly state the applicable protest procedure for bidders or proposers having standing to protest.
- h. Addenda shall be labeled as such and distributed to all persons expressing an interest in the subject procurement in accordance with these rules.

If a negotiated procurement is used, the criteria used to identify the proposal that best meets the District's needs may include but are not limited to cost, quality, service, compatibility, product reliability, operating efficiency expansion potential, and proposer capability.

#### **120-012 Emergency Procurements**

The General Manager may make or authorize others to make emergency procurements for goods and/or services in an emergency. An emergency occurs in any situation that was unexpected; affects preservation of property, life, health or safety; and sufficient time is not

available for the required procurement process. For emergency items, the General Manager shall exercise reasonable efforts to obtain competitive quotes with due consideration given to the nature of and time allowed by the emergency. The General Manager, or designee, shall document the nature of the emergency and describe the method used for the selection of the particular contractor.

The General Manager may enter into any emergency contract without competitive solicitation, regardless of contract costs, provided that the General Manager shall provide the Board with written confirmation of an emergency contract award at the next meeting of the Board after the award.

### **120-013 Sole Source Procurements**

The District may award a contract for goods and/or services without competition where the General Manager determines that the goods or services, or class of goods or services, are available from only one source.

- a. The sole source determination must be based on written findings of the General Manager, or their designee, that may include:
  1. That the efficient utilization of existing goods requires the acquisition of compatible goods;
  2. That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source.
  3. That the goods or services are for use in a pilot or experimental project; or
  4. Other findings that support the conclusion that the goods or services are reasonably available from only one source.

Where practicable, the District shall negotiate with the sole source provider to obtain contract terms advantageous to the District. For each sole source procurement, the District shall document the basis for the selection of the sole source procurement method and the vendor or contractor selection in the procurement file.

### **120-014 Competitive Sealed Bidding (ORS 279B.055) or Competitive Sealed Proposals (ORS 279B.060) - Unless a procurement is exempted by the Board as allowed by law, competitive sealed bidding or competitive negotiations are required for purchases or goods or services estimated to be or to exceed \$250,000 annually. See Rule 120-015 for specific provisions relating to**

procurement of public improvement (construction) and related service contracts.

- a. All competitive bidding and negotiation processes used by the District shall comply with the Public Contracting Code and these Rules.
- b. The District may require bid security as allowed or required by ORS 279B, or as otherwise necessary or prudent. The District may hold the bid security as provided by law.
- c. The invitation to bid or the request for proposals, as applicable, shall, at a minimum, set forth all matters required to be included in the solicitation document as specified in ORS 279B.055 and ORS 279B.060, including the evaluation criteria to be used along with any characteristics from a qualified products list, where applicable. Criteria not listed in the invitation to bid, the request for proposals or a qualified products list shall not be applied during bid evaluation.
- d. No bids or proposals received after the time and date indicated on the invitation to bid or the request for proposals shall be considered. However, the District may retain bids or copies of bids received after the bid time and date indicated on the invitation to bid, provided that any bid security submitted with the bid shall be returned to the bidder or proposer.
- e. In addition to other bases for rejecting bids as provided by law, the District has the right to reject based on unreasonably low bids, clearly unbalanced bids, or where reasonable evidence exists of price fixing.
- f. If a contract is awarded to a single bidder, the District shall award the contract to the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in the invitation to bid and with all prescribed public procurement procedures and requirements. When the invitation to bid specifies or authorizes the award of multiple contracts to responsible bidders, those bids must substantially comply with the requirements and criteria set forth in the invitation to bid and with all prescribed public procurement procedures and requirements and who qualify for award under the terms of the invitation to bid. For competitive negotiation solicitations, if a contract is awarded the District shall award a contract to the responsible proposer that the District determines submitted a proposal that is the most advantageous to the District.

- g. The District shall have the right, for the purpose of evaluating bids or proposals, to apply any applicable statutory preferences described in ORS 279A.120, 279A.125 or 282.210.
  - 1. 279A.120 covers preference for Oregon goods and services and non-resident bidders or proposers.
  - 2. 279A.125 covers preference for goods manufactured with recycled products.
  - 3. 282.210 covers preference for printing services, binding and stationery work being performed in the State of Oregon.
- h. The District shall have all the rights and remedies for enforcement of these rules and the procurement and contracting process as provided in the Public Contracting Code, including the right of debarment.

**120-015 Public Improvement (Construction) Contracts –Above \$100,000**

- a. It is the policy of the District that every effort shall be made to construct public improvements with the least cost to the agency taking into consideration, as appropriate, all relevant criteria such as life cycle costing, storage capability for spare parts, market supply, compatibility with existing equipment, or other relevant criteria developed by the General Manager.
- b. Unless modified by these Rules, the District shall have the right to procure services for public improvement in any innovative method or manner which serves the interest of the District and the public, subject to the requirements relating to public improvements in accordance with the Public Contracting Code, ORS chapter 279C. Any necessary exemptions to the process will be on a contract specific basis.
- c. Contracts for construction services that do not meet the definition of “public improvement” shall be procured under the applicable provisions of these Rules and the Public Contracting Code, ORS chapter 279B.
- d. The PCO shall have the authority to determine the appropriate procurement process for services relating to public improvements whether that be through competitive bidding or through competitive negotiation; provided, however, the justification for the selection of process shall be documented in the procurement file for the subject contract or project.



- e. Advertisements for public improvement projects shall be published at least once in a minimum of one newspaper of general circulation in the Clackamas County area. The General Manager may publish more advertisements as deemed appropriate under the circumstances. For public improvement projects in excess of \$100,000, the General Manager shall publish an advertisement in at least one trade newspaper of general statewide circulation.
- f. Solicitation documents issued by the District for public improvements shall comply with the requirements of the Public Contracting Code.
- g. The Board hereby adopts the first-tier subcontractor disclosure form specified in ORS 279C.370, which form shall be used in the public improvement solicitations as required by ORS 279C.370.
- h. The PCO, from time to time, may waive any bonds required by the Public Contracting Code, ORS chapter 279C, as it deems in the District's best interest.
- i. In addition to any reasons allowed by law for rejection of bids, the District may reject bids that are unreasonably low, unbalanced, or where there is evidence of price fixing.
- j. The PCO shall have the authority to establish a prequalification process for contracts or for classes of contracts. If such process is established, the procedures, including the procedures applicable to appeal of decisions relating to prequalification, set forth in the Public Contracting Code; ORS chapter 279C shall apply to such prequalification.
- k. Any adversely affected bidder or proposer shall have the rights and remedies specified in the Public Contracting Code, ORS chapter 279C after following the administrative protest procedures specified in these Rules.
- l. The District shall have the right to issue multiple contracts for any procurement if such right is stated in the solicitation document. The District shall have the right to issue multi-tiered solicitations as provided by the Public Contracting Code.
- m. The District shall have all the rights and remedies contained in the Public Contracting Code and these Rules for enforcement of these Rules and the bidding, proposal, and contracting processes.
- n. If the District intends to perform work through CRW employees and/or use CRW materials valued in excess of \$125,000 then the District must provide justification for not contracting out those costs.

## **Rule 130 - Personal and Professional Service Contracts and Insurance Agent of Record Contracts**

### **130-010 Personal and Professional Services Contracts**

Personal and professional service contracts, including professional service contracts, are exempt from competitive bidding.

- a. The following are Personal Service Contracts:
  1. Any contract for services, other than professional services, that requires the contractor to exercise judgment on behalf of the District or a service that has been designated by the Board as a personal services contract pursuant to ORS 279A.055.
  2. For Personal Service contracts that do not qualify as professional service contracts, the District shall use a documented and structured procurement process for which price may not be the primary consideration. The District will consider these rules when procuring personal services.
- b. The following are Professional Service Contracts:
  1. Any professional service that requires a professional or state certification or license, or which requires field-specific expertise such as water resources planning.
  2. Any contract with an agency physician or dentist, educator, broadcaster or artist (including a photographer, filmmaker, artistic painter, weaver, or sculptor).
  3. A contract with legal counsel for legal services. For legal services contracts, the District's General Counsel shall, as provided by Clackamas River Water Board of Commissioner's policy, be selected by the Clackamas River Water Board under any process that the Board determines to be appropriate under the circumstances, including a process with or without competition that such Board determines is in the best interest of the District.
  4. For professional services relating to engineering, architecture, photogrammetric mapping, land surveying, transportation planning and related services, the district shall use a procurement process that complies with ORS 279C.110. Pricing information may only be solicited or used as a criterion for the award of a contract after a consultant offering these professional services has been selected

using the selection criteria specified under the Public Contracting Code.

### **130-011 Insurance Agent of Record and Insurance Contracts**

Contracts for insurance agent of record and insurance contracts are personal service contracts and exempt from competitive bidding. The PCO is authorized to execute the agent of record contract without specific Board authority or competitive process, provided the agent of record is found to be most likely to perform the most cost effective services at a level of competence acceptable to the District and meets the qualifications identified in these Rules:

- a. The District shall appoint an insurance agent(s) that is (are) licensed in Oregon to sell and provide advice on the types of insurance provided to the District. Upon such appointment, the insurance agent(s) shall become the District's agent(s) of record. The District shall have only one agent of record at one time unless the insurance market and the District's insurance needs require different agents for differing lines on insurance coverage.
- b. Among the services to be provided by the agent of record is the securing of competitive proposals from insurance carriers for all coverages for which the District has identified an interest or need and for which the agent of record is given responsibility.
- c. If the General Manager proceeds with a market search for available agents of records, prior to the selection of an agent of record, the District shall make reasonable efforts to inform known insurance agents in the competitive market area that the District is considering such selection. These efforts shall include a public advertisement calculated to provide a broad notice to possible agents of record in at least one newspaper of general circulation in the area where the contract is to be performed.
- d. An agent's appointment shall not exceed a period of five years, but the PCO may continue with an agent of record for consecutive terms of service provided the PCO conducts a review of the services performed by the agent of record and determines that continuation of service is justified. Agents must qualify for appointment prior to each period as if each appointment period were the first.

- e. All insurance contracts with a premium in excess of \$5,000, not including insurance agent of record contracts as covered above, must be approved by the Board.

## **Rule 140 – Contract Amendments – Including Change Orders and Extra Work**

### **140-010 Contract Amendments**

Amendments, modifications, and change orders, within the monetary limits set forth in this rule, may be made without competitive bidding subject to the following conditions: (Unless the context requires otherwise, the use of the term “amendments” includes any form of contract change, including modifications and change orders):

1. The original contract was procured by (i) competitive bidding or alternative procurement process authorized by these Rules or by the Board or unit prices or additive alternates were provided in the contract which established the cost for additional work; and (ii) the amendment is within the scope of the services contemplated under the contract; or
  2. For small procurements up to \$25,000, the new total contract price, including all amendments, shall be no more than \$27,500 annually; or
  3. For intermediate procurements more than \$25,000 and up to \$250,000, the amount of the aggregate costs from all amendments shall not without Board approval exceed the greater of (a) 15% of the original contract value or (b) when combined with the original contract value, the General Manager’s delegated contract authority. The new total contract price, including all amendments, shall be no more than \$287,500 annually; or
  4. For public improvement contracts or other procurements in excess of \$100,000, the costs from all amendments shall not exceed 15% of the original contract value without Board approval; or
  5. For all contracts, to settle and compromise potential or actual claims, demands or litigation arising out of the contract as deemed in the best interest of the District.
- a. Renegotiated Contracts. The District may renegotiate the terms and conditions, including the Contract Price, of a Contract without additional competition and amend a Contract if the amended Contract is within the

Scope of the original solicitation document, and a determination by the District that the renegotiated Contract is at least as favorable as the original Contract.

- b. If the amendment is the result of a Cooperative Procurement, the amended contract may not materially change the terms, conditions, or pricing of the original contract.
- c. Emergency contracts may be amended through the emergency process if the emergency justification still exists.

## **Rule 150 – Requirements Contracts and Indefinite Quantity Contracts**

### **150-010 Requirements Contracts**

The District may enter into requirements contracts whereby it is agreed that the District will purchase all its requirements for an anticipated need at a predetermined and documented contract price. The District will follow these rules, as made applicable by the annual cost of each contract, in selecting the vendor or contractor for requirement contracts.

### **150-011 Indefinite Quantity Contracts**

The District may enter into indefinite quantity contracts with multiple vendors or suppliers when a number of suppliers are available, but the availability of supply varies between the vendors.

## **Rule 160 – Brand Name Specifications and Qualified Products Lists**

### **160-010 Brand Name or Equal Specification; Brand Name Specification (ORS 279B.215)**

- a. For procurement of goods or goods and services under the Public Contracting Code, ORS chapter 279B, and for the procurement of public improvement services, Public Contracting Code, ORS chapter 279C, the use of a brand name specification is allowed under circumstances provided under those chapters. Brand name specifications may be used if the terms “or equal” are included in the specification. The District shall determine what products are equivalent when such specification is used. *See* ORS 279B.215 and ORS 279C.345.
- b. Use of a brand name specification for public improvement contracts may be subject to review as provided in the applicable sections of the Public

Contracting Code covering protests. See ORS 279B.405 and ORS 279C.460.

- c. Whenever practical the District will reference known industry standards or performance specifications in selection of goods and services.

**160-011 Qualified Products Lists (ORS 279B.115)**

The District may develop and maintain a qualified products list as provided in ORS 279B.115.

**Rule 170 – Bidder Responsibility, Prequalification, Disqualification**

**170-010 Responsibility of Bidders and Proposers (Qualifications) - (ORS 279B.110)**

- a. The District shall prepare a written determination of non-responsibility of a bidder or proposer if the bidder or proposer does not meet the standards of responsibility as required by the Public Contracting Code.
- b. In determining whether a bidder or proposer has met the standards of responsibility, the District shall make the determination using criteria identified in ORS 279B.110 and ORS 279C.375, as applicable.

**170-011 Prequalification of Prospective Bidders and Proposers - (ORS 279B.120 and ORS 279C.430)**

- a. The District may prequalify prospective bidders or proposers to submit bids or proposals for goods and services in accordance with ORS 279B.120 and ORS 279C.430 *et seq.*

**170-012 Debarment or Disqualification of Prospective Bidders and Proposers - (ORS 279B.130 and ORS 279C.440)**

- a. The District may debar or disqualify a prospective bidder or proposer from consideration for award of a contract in accordance with ORS 279B.130 and ORS 279C.440.
- b. The District shall issue a written decision to debar a prospective bidder or proposer under this section. The decision must:
  - 1. State the reasons for the action taken;
  - 2. Inform the debarred prospective bidder or proposer of the appeal rights of the prospective bidder or proposer under the applicable provisions of the Public Contracting Code; and

3. Otherwise be allowable under ORS 279B.130 and ORS 279B.440.
- c. A copy of the decision issued under subsection (b) of this section must be mailed or otherwise furnished immediately to the debarred prospective bidder or proposer.
- d. A prospective bidder or proposer that wishes to appeal debarment shall, within three business days after receipt of notice of debarment, notify the District that the prospective bidder or proposer appeals the debarment as provided in ORS 279B.425 and ORS 279C.445, as applicable.

## **Rule 180 – Personal Property Acquisition and Disposition**

### **180-010 Acquisition of Used Personal Property**

The District may purchase used personal property for an amount not to exceed the General Manager's contract authority without competitive bidding or quote if the District has determined that the direct purchase without competitive bidding will result in cost savings and will not diminish competition or encourage favoritism or the item is not readily available and time is of the essence. If the purchase is in excess of the General Manager's contract authority, the District will seek three competitive quotes unless the District determines either (1) that three quotes cannot be obtained; (2) the District's purchase without quotes will result in cost savings and will not diminish competition or encourage favoritism; or (3) the item is not readily available and time is of the essence.

### **180-011 Sale of Surplus Personal Property**

Upon declaration of surplus personal property by the Board, the District may dispose of such property, which may include but not be limited to oral auctions, sealed bid proposals or negotiated price sales. The PCO may declare an item as surplus if the current estimated value is under \$25,000 and may dispose of the item in the most economical manner advantageous to the District. If accomplished through a competitive bidding process, such sales of personal property shall be to the highest bidder.

### **180-012 Auction Sales of Personal Property**

Personal property may be sold at auction if the PCO determines that the auction contemplated will probably result in a higher net return than if the property were sold by competitive bid. The District may sell personal property through a commercially recognized third party liquidator or any other public process the PCO has determined results in or will result in

increased net revenue and the selection of the liquidator was conducted by a competitive selection process. Alternatively, the PCO may use the State of Oregon surplus property disposal process.

#### **180-013 Sealed Bid Proposals**

Personal property may be sold by written, sealed competitive bid. If the current estimated value of an item exceeds \$15,000, it may be sold by competitive bid or auction unless the PCO otherwise determines. Alternatively, the General Manager may use the State of Oregon surplus property disposal process. If no bids are received or if a determination is made that the market value of the item exceeds the offer of the highest responsible bidder, all bids may be rejected, and the General Manager may negotiate a sale subject to:

- a. Appraisal or other reliable evidence of market value is obtained, and the negotiated price exceeds the market value; or
- b. General Manager's determination that the estimated value of an item exceeds the highest bid received through the bidding or auction process.

#### **180-014 Negotiated Sales of Personal Property**

The District may negotiate the sale, exchange, or redemption of personal property, including recyclable or reclaimed materials if the District has determined that the transaction will result in increased net financial benefit to the District and the following conditions are complied with:

- a. The sale is documented by the District to be clearly in the public interest;
- b. The District determines that this is the most efficient and cost-effective method for disposing of the property; and
- c. The sale includes the value of the property to be sold.

#### **180-015 Documentation**

The District shall maintain a record of all sales of District property for a period of ten (10) years.

#### **180-016 Donations of Personal Property**

- a. If the General Manager determines that personal property is not needed for District purposes, then the General Manager may transfer



such personal property, including recyclable or reclaimed materials, without remuneration or for only nominal remuneration without competitive bids to the following agencies or corporations:

1. Another public agency; or
2. Any recognized nonprofit entity.

**180-017 Disposal of Surplus Personal Property**

If the General Manager has made reasonable efforts in accordance with these rules and no viable bids or proposals are received, the personal property may be disposed of in any economical manner.

**180-018 Sale of Real Property**

The lease, purchase, or sale of real property is not within the scope of these Rules and is covered by separate policy of CRW Board of Commissioners.

**Rule 190 – Public Improvement and Construction Contracts**

**190-010 Bidder or Proposer Prequalification for Public Improvement Contracts**

The PCO may require mandatory prequalification of bidders, proposers, or equipment suppliers on forms prescribed by the District. When prequalification is required by the solicitation documents, the PCO shall not consider the bid or proposal of any prospective bidder, proposer, or equipment supplier who is not prequalified in accordance with the law or these Rules. A bidder, proposer, or equipment supplier who is denied prequalification may appeal within three business days to the General Manager who shall make a decision within ten days. The General Manager's decision may be appealed to the circuit court in accord with ORS 279C.450 (5) or as specified by the solicitation documents.

**190-011 Eligibility to Bid or Propose on Construction Contracts**

An individual or business entity shall not submit a bid or proposal to do work as a construction contractor, as defined in ORS 701.005(2) (definition of "commercial contractor"), or as a landscape contractor, as defined in ORS 671.560, unless that person is first registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board, as applicable, and registration is required for that type of work. Bids or proposals received from persons who fail to comply with this requirement shall be deemed non-responsible and be rejected, unless such determination is prohibited by federal law.

#### **190-012 Preparation of Solicitation Documents**

- a. Unless these Rules provide otherwise, the solicitation documents shall contain all items required by ORS chapter 279.

#### **190-013 Bids or Proposals Are Offers**

- a. The bid or proposal is the bidder's or proposer's offer to enter into a contract which, if the bid or proposal is determined to be the lowest responsive bid or the proposal is deemed to be the most advantageous for the District, the bidder or proposer is bound to the proposed terms and conditions communicated in the solicitation unless the bid or proposal is withdrawn in accordance with these rules prior to the time of bid or proposal closing.
- b. The bid or proposal shall be a complete offer and fully responsive to the solicitation document unless bidders or proposers are specifically authorized by the solicitation document to take exceptions or to leave terms open to negotiation.
- c. Unless expressly authorized by the solicitation documents, bidders or proposers shall not make their bids or proposals contingent upon the District's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the solicitation documents.

#### **190-014 Electronically Submitted Bids and Proposals**

- a. The District may authorize the submission of bids or proposals by facsimile, electronic, or other appropriate methods.
- b. If electronically submitted bids or proposals are authorized, the District will include the following items as necessary in the solicitation document:
  1. Bidders or proposers may submit facsimile or electronically submitted bids or proposals in response to this solicitation.
  2. The entire electronic response must arrive at the place and by the time specified in the solicitation document.
  3. Bids or proposals that fail to furnish required representations or information, or that reject or take exception to any of the terms, conditions, and provisions of the solicitation, may be rejected and excluded from consideration.

4. If requested to do so by the District, the apparently successful bidder or proposer agrees to promptly submit the complete original signed bid or proposal.
- c. If the bidder or proposer chooses to submit a facsimile or electronic bid or proposal, the District will not be responsible for any failure attributable to the transmission or receipt of the facsimile or electronic bid or proposal including, but not limited to, the following:
1. Receipt of garbled or incomplete bid or proposal documents;
  2. Incompatibility, availability or condition between the sending and receiving equipment or software;
  3. Delay in transmission or receipt of bid or proposal documents;
  4. Failure of the bidder or proposer to properly identify the bid or proposal documents;
  5. Illegibility of bid or proposal documents; and/or
  6. Security and confidentiality of bid or proposal data.

#### **190-015 Addenda to Solicitation Documents**

- a. Changes to solicitation documents shall be accomplished by written addenda. The bidder or proposer shall acknowledge receipt of all addenda issued, as specified in the solicitation documents, either with the bid or separately prior to bid or proposal closing.
- b. Addenda shall be sent to all prospective bidders or proposers known to have obtained the solicitation documents. Addenda may be sent electronically.
- c. Addenda shall be issued within a reasonable time to allow prospective bidders or proposers to consider the addenda in preparing their bids or proposals, but in no case less than 48 hours before the bid or proposal closing time.
- d. The District may extend the bid or proposal closing date and time to allow prospective bidders or proposers to analyze and adjust to changes made by addenda or for any reason deemed by the District to be in the best interest of the District. The District shall notify prospective bidders or proposers of the new closing date and time either in the addendum or in writing accompanying the addendum.

#### **190-016 Pre-Opening Modification or Withdrawal of Bids or Proposals**

- a. Modifications: Once submitted, bids or proposals may be modified in writing prior to the time and date set for bid or proposal closing. Any modifications shall be prepared on the bidder's or proposer's letterhead, signed by an authorized representative of the bidder or proposer, state that the new document supersedes or modifies the prior bid or proposal, and be submitted in a sealed envelope, appropriately marked and delivered to the District at or before Closing. The District may accept telephone facsimile, electronically submitted, or similar modifications if it has authorized the submittal of documents by one or more of these means in the solicitation documents. To ensure the integrity of the bidding process, the envelope or electronically transmitted document containing any modifications to a bid or proposal shall be marked as specified in the solicitation documents.
- b. Withdrawals:
  1. Bids or proposals may be withdrawn by written notification on the bidder's or proposer's letterhead, signed by an authorized representative of the bidder or proposer, and received by the District prior to the time and date set for bid or proposal closing. Bids or proposals also may be withdrawn in person, prior to the scheduled bid or proposal closing, upon presentation of appropriate identification;
  2. Unopened bids or proposals withdrawn under subsection (1) of this section, may be released to the bidder or proposer after voiding any date and time stamp used.

#### **190-017 Mistakes in Bids or Proposals**

- a. General: Clarification of a bid or proposal after submittal of the same to the District because of an inadvertent mistake (*e.g.*, mathematical error) in the bid or proposal requires careful consideration to protect the integrity of the competitive bidding system and to assure fairness. Except as provided in this Rule, if the mistake is attributable to an error in judgment, the bid or proposal may not be corrected. Bid or proposal correction or withdrawal by reason other than an error in judgment is permissible when allowed by law but only to the extent it is not contrary to the interest of the District or the fair treatment of other bidders or proposers.

- b. Mistakes discovered after bid or proposal closing but before award:  
This subsection prescribes procedures to be applied in situations where mistakes in bids or proposals due to other than errors in judgment are discovered after the time and date set for bid or proposal closing but before award:
1. Minor informalities. Minor informalities are matters of form rather than substance that are evident from the bid or proposal documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders, proposers or the District; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.
  2. Mistakes where intended correct bid or proposal is evident: If the mistake and the intended correct bid or proposal item are clearly evident on the face of the bid form or proposal document, or can be substantiated from accompanying documents, the District may accept the bid or proposal. Examples of mistakes that may be clearly evident on the bid or proposal document are typographical errors, errors in extending unit prices, transposition errors, and mathematical errors. Mistakes that are clearly evident on the face of the bid form or proposal document also may include instances in which the intended correct bid or proposal item is made clearly evident by simple arithmetic calculations.
  3. Mistakes where intended correct bid or proposal is not evident: The District shall not accept a bid or proposal in which a mistake is clearly evident on the face of the bid form or proposal document but the intended correct bid or proposal is not clearly evident or cannot be substantiated from accompanying documents.

#### **190-018 Availability of Award Decision**

- a. Signed contract document(s), as applicable, shall be sent to the successful bidder or proposer for competitive sealed proposals or bids.
- b. The District will notify unsuccessful bidders or proposers of the District's intent to award a contract.
- c. Completed bid and proposal files shall be available for public review at the District following completion of the evaluation process by the District, provided that information contained in the bid or proposal that is exempt under the public records law, ORS chapter 192, and is clearly marked "confidential" shall not be released to the public. Vendors or

providers shall not have the right to mark their entire bid or proposal as confidential. In any case, the District shall have the right to determine what information is subject to public disclosure and what information is exempt from public disclosure.

#### **190-019 Protest of Contractor Selection or Contract Award**

- a. Purpose: The purpose of this rule is to require adversely affected or aggrieved bidders or proposers on the District solicitation to exhaust all avenues of administrative review and relief before seeking judicial review of the District's contractor selection or contract award decision.
- b. Notice of award: The District's written notice of contract award (or other contract initiating document, *e.g.*, a notice of intent to award a contract or purchase order, hereinafter referred to collectively as the "award documents"), shall constitute a final decision of the District to award the contract or proceed with the purchase if no written protest of the contractor selection or contract award is filed with the District within seven calendar days following issuance of the Notice of Intent to Award as provided in the District's solicitation. Prior to issuance of the solicitation documents, the District may justify a shorter protest period if it is in the public interest to do so and such justification shall be listed in the solicitation documents. If a protest of contractor selection or contract award is timely filed by an actual aggrieved bidder or proposer, the award documents shall constitute a final decision of the District only upon issuance to the protesting bidder or proposer of a written decision denying the protest and affirming the selection or the award. The Notice of Award does not apply to contracts awarded as Small Procurements, intermediate procurements less than \$25,000, sole source procurements, emergency procurements, or special procurements.
- c. Right to Protest. Any actual bidder or proposer who is adversely affected or aggrieved by the District's award of the contract shall have seven calendar days for formal bids and three business days for informal bids after issuance of the award documents to submit to the District a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The period of seven calendar days in which to submit a written protest may be shortened or lengthened by the District, as provided in the District's solicitation documents. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsive, responsible bidder or proposer submitting the most

advantageous proposal to the District and must be next in line for award, *i.e.*, the protester must claim that all lower bidders or higher-scored proposers are ineligible for award (i) because their bids or proposals were nonresponsive or (ii) as a result of the District committing a material violation of a solicitation provision or of an applicable procurement statute or administrative rule, the protester was unfairly evaluated and would have, but for such material violation, been the lowest bidder or the highest-ranked proposer. The District shall not entertain a protest submitted after the time period established in the rule or such different period as may be provided in the District's solicitation documents.

- d. Authority to resolve protests. The General Manager or their designee shall have the authority to settle or resolve a written protest submitted in accordance with the requirements of section (c) of this rule. The General Manager shall have the authority to settle or resolve a written protest for solicitations.
- e. Decision. If the protest is not settled or resolved by mutual agreement, the General Manager, or their designee, shall promptly issue a written decision on the protest. For solicitations in excess of \$25,000, an aggrieved bidder may file a written appeal to the Board of Commissioners within seven calendar days of the General Manager's decision. The Board may choose to hold a hearing, appoint a hearings officer, or let the General Manager's decision stand. The written determination under any of the foregoing will be the District's final action. Judicial review of this decision will be available where provided for in statute.

#### **190-020 Cash Retainage**

- a. Unless required otherwise by law, the normal form of holding retainage shall be by co-mingling the retainage with District investments of cash. The dollar averaged monthly earnings rate that the District earns on its investments will accrue to the interest of the beneficiary of the retainage based upon the monthly average balance in the retainage account. When retainage is released prior to the end of a calendar month, the previous month's dollar averaged monthly earning rate will be pro-rated by day to the daily average balance of the retainage account for the partial month.

- b. If a contractor selects an alternative option to cash retainage, the District will impose a charge to recover all of its direct and indirect costs including the set-up fees.
- c. The District shall hold and pay retainage as allowed or required by the Public Contracting Code, ORS chapter 279C.

## **Rule 200 – Waiver of Security Bid and Performance Bond**

### **200-010 Bid Security Requirements**

The District may, in its discretion, waive the bid security requirements of ORS chapter 279B for contracts other than those for public improvements.

### **200-011 Public Improvement Contracts Under \$35,000**

The District may, in its discretion, waive the bid security requirements and performance bond requirements for public improvement contracts as outlined in ORS 279C.390 if the amount of the contract for the public improvement is estimated not to exceed \$35,000.



INTRODUCED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY THE BOARD OF COMMISSIONERS OF CLACKAMAS RIVER WATER.

CLACKAMAS RIVER WATER

BY: \_\_\_\_\_  
Sherry French, Board President

BY: \_\_\_\_\_  
Tessah Danel, Board Secretary

CLACKAMAS RIVER WATER

LOCAL CONTRACT REVIEW  
BOARD RULES

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## Rule 100 – Introduction and Definitions

### 100-010 Purpose and Statutory Authority

These contracting rules prescribe public contract procedures for Clackamas River Water (“District”) pursuant to the authority granted to the District by ORS Chapter 264.210, ORS 279A.060, ORS 279A.065(5), and other applicable statutes. These contracting rules may be cited as the “Clackamas River Water Local Contract Review Board Rules” or the “District LCRBs”. The District acknowledges and hereby intends that the model rules adopted by the Oregon Attorney General pursuant to ORS 279A.065-(1) do not apply to procurement actions of the District. However, the District may use the model rules as guidance, for clarification, for interpretation, or for implementation of these rules. The Public Contracting Code and the Attorney General Model rules will apply to the extent an issue or matter is not addressed in these Rules.

### 100-011 Application of Federal Law

Notwithstanding any provision of Oregon law and these rules, applicable federal laws and regulations shall govern in any case in which federal funds are involved. In the event such federal laws and regulations require additional conditions in public contracts, such additional provisions shall be inserted into the contract documents by the District’s procurement officer, or ~~his or her~~their designee.

### 100-012 Procurement Justification

The District procurement officer shall document, or shall cause to be documented in the procurement file for each procurement, the basis for any procurement decisions made under these rules as soon as practical, but not later than the completion of the procurement or project.

### 100-013 Non-Discrimination Policy

With respect to any procurement activity under these Rules, the District shall not discriminate on the basis of age, disability, national origin, race, marital status, religion, or gender. Furthermore, the District shall not knowingly contract with or procure goods and services from an entity that discriminates on the basis of age, disability, national origin, race, marital status, religion, or gender. Bidders or proposers responding to solicitations from the District and contractors entering into contracts with the District shall not discriminate on the basis of age, disability, national origin, race, marital status, religion, or gender, and further shall not discriminate against any subcontractor in the awarding of a subcontract because the subcontractor is

a minority-owned, ~~women~~woman-owned, or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225(1)(c). In the event the District determines that any bidder, proposer, or contractor has engaged in discrimination prohibited by these rules, the District shall have the right to exercise any remedies authorized by law, including those remedies specified in ORS ~~Chapter~~chapter 279.

#### 100-014 Definitions

- a. The following definitions apply to these rules, unless the context requires otherwise:
  1. **Addenda to the Solicitation Documents:** Any additions, deletions ~~to~~, or changes ~~in~~to the District's applicable solicitation document for any procurement.
  2. **Annually:** within each fiscal year. Clackamas River Water (CRW)'s fiscal year is July 1 – June 30.
  3. **Bid:** A written offer of a person or business entity submitted in response to the District's invitation to bid (ITB) or other solicitation inviting bids.
  4. **Bidder:** An individual or business entity submitting a bid in response to the District's ITB or other solicitation.
  5. **Bidding Period:** The span of time between the date of advertisement or issuance of the solicitation document and closing of the procurement.
  6. **Board:** ~~As used in these rules means t~~The Board of Commissioners of Clackamas River Water acting as the Local Contract Review Board for the District.
  7. **Closing:** The date and time announced in the District's solicitation document (*e.g.*, Invitation to Bid or Request for Proposals) as the deadline for submitting bids or proposals.
  8. **Communication Services:** ~~shall mean t~~Those services that includes, but ~~is~~are not limited to, services related to information technology dealing with audio, visual, or data storage or transmissions.
  9. **Communication Systems:** Any equipment associated with or a part of audio, visual, or data storage or transmissions.



10. **Competitive Bidding:** A price-based selection process that complies with formal bidding requirements of ORS 279B or 279C, as applicable.
11. **Competitive Quotes:** The written or verbal response to an informal solicitation given by prospective vendors to the District.
12. **Construction Manager/General Contractor:** ~~Shall mean a~~n individual or business entity selected by the District through a competitive proposal process to perform pre-construction services, including coordination with the District's design team, for an identified public improvement project. Such individual or firm may also be selected to perform construction services through the negotiation process identified in the solicitation document.
13. **Contract:** ~~Shall mean t~~Ihe written agreement between the District and the Contractor describing the work to be done and the rights and obligations of the parties. "Contract" includes purchase orders or any other writing reflecting the agreement of the District and selected vendor or Contractor with respect to a specific public procurement.
14. **Contractor:** ~~Shall mean t~~Ihe individual or business entity awarded the public contract to furnish the District the goods, services, or work procured through the District's solicitation document.
15. **Contract Price:** ~~Shall mean t~~Ihe total of the awarded bid or proposal amount as stated in the Contract, including any approved alternates, adjusted as applicable for any fully executed change orders, modifications, or amendments.
16. **Days:** ~~Shall mean e~~Calendar days, including weekdays, weekends, and holidays, unless otherwise specified. When a time period ends on a weekend or National or State recognized holiday, the time period shall be extended to the next business day.
17. **Design/Build:** ~~Shall mean a~~A method of public contracting where the selected Contractor has the responsibility for performing both the design and construction of the specific project as described in the District's solicitation document. This type of procurement is sometimes also referenced as "turn-key."

18. **District:** ~~Shall mean~~ Clackamas River Water, a domestic water district organized under ORS ~~Chapter~~chapter 264.
19. **Electronic:** ~~Shall mean~~tThe transmission of information and/or data by electronic means in the format specified by the District in its solicitation document. Electronic includes but is not limited to email and facsimile.
20. **Energy Savings Performance Contract:** ~~Shall mean~~a public contract between a contracting agency and a qualified energy service company for the identification, evaluation, recommendation, design, and construction of energy conservation measures, including a design-build contract, that guarantee energy savings or performance.
21. **General Manager:** ~~Shall mean~~tThe District's chief administrative executive who shall carry out the procurement functions in accordance with Oregon law and the policies adopted by the Board (See CRW Board Policy 5.1) to the extent such policies are not inconsistent with such law.
22. **Foreign Contractor:** ~~Shall mean~~a Bidder or Proposer who is not domiciled in or registered to do business in the State of Oregon and considered a non-resident bidder in accordance with ORS 279A.120.
23. **Formal Procurement:** ~~Shall mean~~tThe process used by the District to procure goods or services where the procurement is anticipated to be more than \$~~12~~250,000 and the bid or proposal is required to be in writing, signed and sealed and advertised as required by ORS chapter 279B or 279C, as applicable.
24. **Informal Procurement:** ~~Shall mean~~tThe process used by the District to procure goods or services when the price of the procurement is estimated to be \$~~150~~250,000 or less.
25. **Invitation to Bid (ITB):** ~~Shall mean~~tThe solicitation document used by the District to solicit competitive, written, signed and sealed bids which includes appropriate specifications, a solicitation for price and other applicable requirements of the District.
26. **Opening:** The date, time, and place announced in the District's solicitation document for the opening of written, sealed bids, or proposals. The Opening shall be public when required by law.



27. **Personal Property:** ~~Tangible p~~Property that is not real property as understood under Oregon common law.~~Shall have the meaning as provided by law.~~
28. **Personal Services:** ~~Shall mean t~~Those services described or defined by these rules as such. "Personal Services" shall include professional services.
29. **Proposal:** ~~Shall mean a~~A competitive offer submitted in response to a Request for Proposals, where proposal evaluation and contract award is based on selection criteria other than price alone.
30. **Proposer:** ~~Shall mean a~~An individual or business entity that submits a proposal in response to the District's Request for Proposals.
31. **Public Contracting Code:** ~~Shall mean~~ ORS Chapters 279A, 279B, and 279C, as may be amended from time to time.
32. **Public Contracting Officer ("PCO"):** ~~Shall mean t~~The General Manager of the District or ~~his~~ their designee, or any individual designated by the Board to serve in this capacity.
- ~~33. Public Improvement: shall have the meaning~~Public improvement as defined in the Public Contracting Code, ORS 279A.010(1)(cc).
- 33.
34. **Request for Proposal (RFP):** ~~Shall mean t~~The solicitation document used by the District to solicit written, competitive Proposals from qualified individuals or business entities for a particular good or service. An RFP will typically be used for solicitations involving competitive negotiations and where price may not be the predominant award criteria.
35. **Requirements Contract:** A contract in which the vendor agrees to supply all of the specific goods or services required by the District for a stated period of time.
36. **Resident Bidder:** ~~Shall have the meaning a~~A bidder that qualifies as a "resident bidder" under ~~as stated in~~ ORS 279A.120(1)(b). "Resident Proposer" shall have the same meaning as "Resident Bidder" when applied to the proposal process.



37. **Rules:** ~~Shall mean~~ These Local Contract Review Board Rules as adopted by Clackamas River Water, including any amendments as may be made from time to time.
38. **Solicitation Document:** ~~Shall mean~~ The written document issued by the District requesting a response from prospective Bidders, Proposers or other vendors desiring to enter into a contract with the District to provide goods, services or Personal Services. Solicitation documents include, but are not limited to, an Invitation To Bid (ITB), Request for Quotes, Request for Information (RFI), Request for Qualifications (RFQ), or Request for Proposals (RFP), which includes all documents, whether attached or incorporated by reference, utilized by the District in procuring goods or services.
39. **Specification:** ~~Shall mean~~ The description of the physical or functional characteristics, or of the nature of a good or service as stated by the District in the applicable solicitation document. Specifications may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery and the quantities or qualities of materials to be furnished under the contract. Specifications may include performance specifications. Specifications may be incorporated by reference and/or through attachment to the solicitation document or contract.

## Rule 110 – Procurement Policy

### 110-010 Procurement Policy

It is the policy of the District that the underlying assumption for all contracts is competition, provided, however, that an alternative selection and award process may be used where it is authorized by the Public Contracting Code, by these Rules, or by specific approval of the Board.

It is the policy of the District to give procurement preference to resident bidders as provided by the Public Contracting Code.

It is the policy of the District to give procurement preference to recycled goods as provided by the Public Contracting Code.

It is the policy of the District to give procurement preference to agricultural products or services produced and transported within the ~~state~~ State of Oregon as provided by the Public Contracting Code.

### 110-011 Rule Waiver

The Board may waive any of these Rules, unless such waiver is prohibited under the Public Contracting Code. In the event of waiver, the General Manager shall provide the Local Contract Review Board with written justification which addresses the following criteria:

- a. The nature of the solicitation;
- b. The estimated cost;
- c. A narrative description of the basis for the waiver and the reasons the procedures described under these Rules would be inappropriate; and
- d. A statement of the alternative selection process that will be used, if any.

### 110-012 Public Contract Exceptions and Exemptions ~~(Rev. per Res. 03-2020-2/13/2020)~~

Unless exempted by the Public Contracting Code, these Rules, or by the Board, all public contracts issued by the District shall be based upon a competitive solicitation process. The following public contracts are exempt from the competitive solicitation process:

- a. Contracts made with other public agencies or the federal government, including but not limited to cooperative procurements;
- b. Contracts made with qualified non-profit agencies providing employment opportunities for disabled individuals;

- c. Emergency Procurements.
- d. Sole-Source Procurements.
- e. Small Procurements (under \$~~1025~~,000 annually).
- f. Special Procurements - Special procurements may be ~~class-Class special-Special~~ Procurements or contract-specific special procurements. For contract-specific procurements, the District shall follow the exemption procedures authorized by the Public Contracting Code. Below is a list of Class Special Procurements that are exempt from competitive bidding under these Rules:
  1. Personal services contracts as described and defined in these Rules, including professional service contracts. Professional service contracts shall include but not be limited to attorneys, accountants, auditors, engineers, land surveyors, field specific experts, appraisers, and rate consultants (See additional provisions relating to professional service contract contained in Rule 130).
  2. Distribution and Treatment system related Equipment, Repair, Maintenance and Overhaul. ~~(Rev. per Res. 01-2016-9/13/2015)~~
  3. Contracts for Price Regulated Items - Contracts ~~where for which~~ rates are regulated or otherwise set by governmental agencies or through a public hearing process pursuant to law (~~for instancee.g., electricity, natural gas, and title insurance utilities~~).
  4. Laboratory Services & Equipment. ~~(Rev. per Res. 01-2016-9/13/2015)~~
  5. Copyrighted Materials and Periodicals.
  6. Purchases of Used Personal Property.
  7. Advertising Contracts.
  8. Investment Contracts - The District invests public funds pursuant to the District's Investment Policy.
  9. Communication or Information systems and service contracts. - These types of contracts include ~~information systems services and equipment including, without limitation~~ informational technology services, telecommunications, security, and other integrated systems.
  10. Insurance and Related Insurance Service Contracts.
  11. Grants.



12. Lease, acquisition, or disposal of real property.
13. Energy Savings Performance Contracts.
14. Services performed by a contractor engaged by a third party to perform services on behalf of the third party at a location where services on behalf of the District are necessary or desirable, and where the PCO finds that coordination of services for CRW by the third-party contractor with services by the contractor for the third party would (i) result in substantial cost savings for the District or for the public, or (ii) otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the requirements of a competitive solicitation process.
15. Contracts with contractors for projects that are entered into pursuant to and subject to the terms of a master agreement with the contractor that was procured through competitive bidding, including contracts established through cooperative procurement. *(Added per Res. 10-2023 4/13/23)*
16. Goods and services for which the expense will be reimbursed by an insurer.
- 15-17. Goods and services for which a contractual warranty imposes source requirements, including requirements to use authorized dealers in order to maintain the warranty in effect, when fewer than three sources within a reasonable geographic area are available.

For each of the above ~~class~~Class -special~~Special procurements~~Procurements, ~~based upon findings submitted by the PCO~~, the Board finds that the awarding of these contracts without competitive solicitation processes is unlikely to encourage favoritism or to substantially diminish competition in the awarding of public contracts and further is reasonably expected to result in substantial cost savings to the District and the public or otherwise substantially promotes the public interest in a manner that could not practicably be realized through the procedures described in the Public Contracting Code.

- g. Contracts entered into, issued, or established in connection with:
  1. The incurring of debt by the District, including but not limited to the issuance of bonds, certificates of participation, and other debt repayment obligations, and any associated contracts, agreements, or other documents, regardless of whether the obligations that the contracts, agreements, or other documents establish are general, special or limited.

2. The making of program loans and similar extensions or advances of funds, aid or assistance by the District to a public body for the purpose of carrying out, promoting or sustaining activities of programs authorized by law; ~~or~~
  3. The investment of funds by a public body as authorized by law, and other financial transactions of the District.
- h. Contracts for employee benefit plans described in ORS chapter 243 or other provisions of law.
  - i. Any other public contracting of the District specifically exempted from competitive bidding by another provision of law.
  - j. Affirmative Action Contracts ~~-- Subject to any constitutional or statutory limits, p~~Public contracts may be let without competitive bidding to disadvantaged business enterprises (DBEs) which are defined under ~~Federal federal~~ law and other regulations, or to individuals or firms certified as minority, women, or emerging small business enterprises (as those terms are defined by Oregon ~~Lawlaw~~), where the District has determined that a set-aside contract is justified under the circumstances. The District's PCO shall follow the procedures as specified in these Rules for such contracts.
  - k. Contracts for the procurement of chemicals relating to water treatment.
  - l. Contract Amendments provided that the monetary amount of the amendment is within the amounts authorized by these Rules.

~~110-012~~ 110-013 **Contract Authority**

The CRW Board of Commissioners delegates contracting authority to the General Manager as it deems to be in the best interests of the District. Except as otherwise provided in these Rules, the Board must approve any contract in excess of General Manager's contract authority. The General Manager or ~~his or her~~their designee will execute all contracts within the General Manager's authority, unless otherwise directed by the Board. ~~The General Manager's contract authority amount is limited by the District's fiscal year, unless the Board has authorized a contract that specifies otherwise.~~

## Rule 120 – Procurement Classifications

### 120-010 Small Procurements

When the amount of the contract is estimated not to exceed \$~~1025~~1025,000, the District may use any procedure designed to achieve the best prices for the District, including but not limited to obtaining written, electronic, or oral



competitive quotes. Any amendments over the \$~~1025~~,000 amount shall not exceed an additional \$~~12,000-500~~ or a contract total of \$~~1126,000~~27,500 annually including all amendments. Oral quotations shall be documented in the procurement file for each applicable procurement.

### **120-011 Intermediate Procurements**

When the amount of the contract is estimated to be more than \$~~1025~~,000 annually, but less than \$~~150250~~,000 for goods and services; and or \$100,000 for public improvements, the District will use good faith efforts to obtain three informally solicited, competitive quotes. Any informal procedures used by the District shall include the following conditions and procedures:

- a. A solicitation from a list of potentially interested vendors inviting bids or proposals or a solicitation achieved through an abbreviated advertised process as may be deemed to be appropriate by the procurement officer.
- b. The District shall keep a written record of the product or service specifications, the evaluation criteria used for the solicitation, and the source and amount of the quotes received.
- c. If three quotes are not available, a lesser number will suffice provided that a written record is made of the effort to obtain the quotes.
- d. Cumulative amendments for intermediate procurements shall not exceed annually 15% of the original contract price.
- e. Minimum contractual requirements are stated clearly in the written materials describing the solicitation and, if advertised, in the solicitation document.
- f. Evaluation criteria to be applied in awarding are stated clearly in the written materials describing the solicitation and, if advertised, in the solicitation document.
- g. In the event an advertised solicitation is used, the solicitation document shall clearly state the applicable protest procedure for bidders or proposers having standing to protest.
- h. Addenda shall be labeled as such and distributed to all persons expressing an interest in the subject procurement in accordance with these rules.

If a negotiated procurement is used, the criteria used to identify the proposal that best meets the District's needs may include but are not limited to cost, quality, service, compatibility, product reliability, operating efficiency expansion potential, and proposer capability.

**120-012 Emergency Procurements**

The General Manager may make or authorize others to make emergency procurements for goods and/or services in an emergency. An emergency occurs in any situation that was unexpected; ~~and ea~~ffects preservation of property, life, health or safety; and sufficient time is not available for the required procurement process. For emergency items, the General Manager shall exercise reasonable efforts to obtain competitive quotes with due consideration given to the nature of and time allowed by the emergency. The General Manager, or designee, shall document the nature of the emergency and describe the method used for the selection of the particular contractor.

The General Manager may enter into any emergency contract without competitive solicitation, regardless of contract costs, provided that the General Manager shall provide the Board with written confirmation of an emergency contract award at the next meeting of the Board after the award.

**120-013 Sole Source Procurements**

The District may award a contract for goods and/or services without competition where the General Manager determines that the goods or services, or class of goods or services, are available from only one source.

- a. The sole source determination must be based on written findings of the General Manager, or ~~his-their~~ designee, that may include:
  - 1. That the efficient utilization of existing goods requires the acquisition of compatible goods;
  - 2. That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source.
  - 3. That the goods or services are for use in a pilot or experimental project; or
  - 4. Other findings that support the conclusion that the goods or services are reasonably available from only one source.



Where practicable, the District shall negotiate with the sole source provider to obtain contract terms advantageous to the District. For each sole source procurement, the District shall document the basis for the selection of the sole source procurement method and the vendor or contractor selection in the procurement file.

**120-014 Competitive Sealed Bidding (ORS 279B.055) or Competitive Sealed Proposals (ORS 279B.060)** - Unless a procurement is exempted by the Board as allowed by law, competitive sealed bidding or competitive negotiations are required for purchases or goods or services estimated to be or ~~to~~ exceed \$~~150~~250,000 annually. See ~~Division Rule~~ 120-015 for specific provisions relating to procurement of public improvement (construction) and related service contracts.

- a. All competitive bidding and negotiation processes used by the District shall comply with the Public Contracting Code and these Rules.
- b. The District may require bid security as allowed or required by ORS 279B, or as otherwise necessary or prudent. The District may hold the bid security as provided by law.
- c. The invitation to bid or the request for proposals, as applicable, shall, at a minimum, set forth all matters required to be included in the solicitation document as specified in ORS 279B.055 and ORS 279B.060, including the evaluation criteria to be used along with any characteristics from a qualified products list, where applicable. Criteria not listed in the invitation to bid, the request for proposals or a qualified products list shall not be applied during bid evaluation.
- d. No bids or proposals received after the time and date indicated on the invitation to bid or the request for proposals shall be considered. However, the District may retain bids or copies of bids received after the bid time and date indicated on the invitation to bid, provided that any bid security submitted with the bid shall be returned to the bidder or proposer.
- e. In addition to other bases for rejecting bids as provided by law, the District has the right to reject based on unreasonably low bids, clearly unbalanced bids, or where reasonable evidence exists of price fixing.
- f. If a contract is awarded to a single bidder, the District shall award the contract to the lowest responsible bidder whose bid substantially complies with the requirements and criteria set forth in the invitation to bid and with all prescribed public procurement procedures and requirements. ~~or when~~ When the invitation to bid specifies or authorizes



the award of multiple contracts to responsible bidders; those bids must substantially comply with the requirements and criteria set forth in the invitation to bid and with all prescribed public procurement procedures and requirements and who qualify for award under the terms of the invitation to bid. For competitive negotiation solicitations, if a contract is awarded the District shall award a contract to the responsible proposer that the District determines submitted a proposal that is the most advantageous to the District.

- g. The District shall have the right, for the purpose of evaluating bids or proposals, to apply any applicable statutory preferences described in ORS 279A.120, 279A.125 or 282.210.
  - 1. 279A.120 covers preference for Oregon goods and services and non-resident bidders or proposers.
  - 2. 279A.125 covers preference for goods manufactured with recycled products.
  - 3. 282.210 covers preference for printing services, binding and stationery work being performed in the State of Oregon.
- h. The District shall have all the rights and remedies for enforcement of these rules and the procurement and contracting process as provided in the Public Contracting Code, including the right of debarment.

**120-015 Public Improvement (Construction) Contracts –Above \$100,000**

- a. It is the policy of the District that every effort shall be made to construct public improvements with the least cost to the agency taking into consideration, as appropriate, all relevant criteria such as life cycle costing, storage capability for spare parts, market supply, compatibility with existing equipment, or other relevant criteria developed by the General Manager.
- b. Unless modified by these Rules, the District shall have the right to procure services for public improvement in any innovative method or manner which serves the interest of the District and the public, subject to the requirements relating to public improvements in accordance with the Public Contracting Code, ORS ~~Chapter~~ ~~chapter~~ 279C. Any necessary exemptions to the process will be on a contract specific basis.
- c. Contracts for construction services that do not meet the definition of “public improvement” shall be procured under the applicable provisions of these Rules and the Public Contracting Code, ~~ORS c~~ ORS Chapter 279B.

- d. The PCO shall have the authority to determine the appropriate procurement process for services relating to public improvements whether that be through competitive bidding or through competitive negotiation; provided, however, the justification for the selection of process shall be documented in the procurement file for the subject contract or project.
- e. Advertisements for public improvement projects shall be published at least once in a minimum of one newspaper of general circulation in the Clackamas County area. The General Manager may publish more advertisements as deemed appropriate under the circumstances. For public improvement projects in excess of \$100,000, the General Manager shall publish an advertisement in at least one trade newspaper of general statewide circulation.
- f. Solicitation documents issued by the District for public improvements shall comply with the requirements of the Public Contracting Code.
- g. The Board hereby adopts the first-tier subcontractor disclosure form specified in ORS 279C.370, which form shall be used in the public improvement solicitations as required by ORS 279C.370.
- h. The PCO, from time to time, may waive any bonds required by the Public Contracting Code, ~~Chapter-ORS chapter~~ 279C, as it deems in the District's best interest.
- i. In addition to any reasons allowed by law for rejection of bids, the District may reject bids that are unreasonably low, unbalanced, or where there is evidence of price fixing.
- j. The PCO shall have the authority to establish a prequalification process for contracts or for classes of contracts. If such process is established, the procedures, including the procedures applicable to appeal of decisions relating to prequalification, set forth in the Public Contracting Code; ~~ORS c~~Chapter 279C shall apply to such prequalification.
- k. Any adversely affected bidder or proposer shall have the rights and remedies specified in the Public Contracting Code, ~~ORS c~~Chapter 279C after following the administrative protest procedures specified in these Rules.
- l. The District shall have the right to issue multiple contracts for any procurement if such right is stated in the solicitation document. The District shall have the right to issue multi-tiered solicitations as provided by the Public Contracting Code.



- m. The District shall have all the rights and remedies contained in the Public Contracting Code and these Rules for enforcement of these Rules and the bidding, proposal, and contracting processes.
- n. If the District intends to perform work through CRW employees and/or use CRW materials valued in excess of \$125,000 then the District must provide justification for not contracting out those costs.

### Rule 130 - ~~Professional and Personal~~ and Professional Service Contracts and Insurance Agent of Record Contracts

#### 130-010 ~~Professional and Personal~~ and Professional Services Contracts

Personal and professional service contracts, including professional service, contracts, are exempt from competitive bidding.

a. The following are Personal Service Contracts:

1. Any contract for services, other than professional services, that requires the contractor to exercise judgment on behalf of the District or a service that has been designated by the Board as a personal services contract pursuant to ORS 279A.055.
2. For Personal Service contracts that do not qualify as professional service contracts, the District shall use a documented and structured procurement process for which price may not be the primary consideration. The District will consider these rules when procuring personal services.

a.b. The following are Professional Service Contracts:

1. Any professional service that requires a professional or state certification or license, or which requires field-specific expertise such as water resources planning.
2. Any contract with an agency physician or dentist, educator, broadcaster or artist (including a photographer, filmmaker, artistic painter, weaver, or sculptor).
3. A contract with legal counsel for legal services. For legal services contracts, the District's General Counsel shall, as provided by Clackamas River Water Board of Commissioner's policy, be selected by

the Clackamas River Water Board under any process that the Board determines to be appropriate under the circumstances, including a process with or without competition that such Board determines is in the best interest of the District.

4. For professional services relating to engineering, architecture, photogrammetric mapping, land surveying, transportation planning and related services, the district shall use a procurement process that ~~selects a vendor based on qualifications that may include those factors listed in~~ complies with ORS 279C.110. ~~Pricing information~~ may only be solicited or used as a criteria-criterion used for the award of a contract after a consultant offering these professional services has been selected using the selection criteria specified under the Public Contracting Code.

~~b. The following are Personal Service Contracts:~~

~~1. Any contract for services, other than professional services, that requires the contractor to exercise judgment on behalf of the District or a service that has been designated by the Board as a personal services contract pursuant to ORS 279A.055.~~

~~2. For Personal Service contracts that do not qualify as professional service contracts, the District shall use a documented and structured procurement process for which price may not be the primary consideration. The District will consider these rules when procuring personal services.~~

#### 130-011 Insurance Agent of Record and Insurance Contracts

Contracts for insurance agent of record and insurance contracts are personal service contracts and exempt from competitive bidding. ~~Periodically, the General Manager shall solicit letters of qualifications and interest attempting to identify the available market for qualified agents of record. As long as the agent of record is compensated on the basis of a percentage of premiums,~~ ~~†~~ The General Manager PCO is authorized to execute the agent of record contract without specific Board authority or competitive process, provided the agent of record is found to be most likely to perform the most cost effective services at a level of competence acceptable to the District and meets the qualifications identified in these Rules:

- a. The District shall appoint an insurance agent(s) that is (are) licensed in Oregon to sell and provide advice on the types of insurance provided to the District. Upon such appointment, the insurance agent(s) shall become the District's agent(s) of record. The District shall have only



one agent of record at one time unless the insurance market and the Districts insurance needs require different agents for differing lines on insurance coverage.

- b. Among the services to be provided by the agent of record is the securing of competitive proposals from insurance carriers for all coverages for which the District has identified an interest or need and for which the agent of record is given responsibility.
- c. If the General Manager proceeds with a market search for available agents of records, prior to the selection of an agent of record, the District shall make reasonable efforts to inform known insurance agents in the competitive market area that the District is considering such selection. These efforts shall include a public advertisement calculated to provide a broad notice to possible agents of record in at least one newspaper of general circulation in the area where the contract is to be performed.

~~d. An agent's appointment shall not exceed a period of five years, but it is recommended that the market period served by an agent of record not exceed three years. If sufficient justification exists, the PCO may continue with an agent of record for consecutive terms of service, provided the PCO conducts a review of the services performed by the agent of record and determines that continuation of service is justified. Agents may serve for more than one appointment period. Agents must qualify for appointment prior to each period as if each appointment period were the first.~~

~~d. —.~~

- e. All insurance contracts with a premium in excess of \$5,000, not including insurance agent of record contracts as covered above, must be approved by the Board.

## Rule 140 – Contract Amendments – Including Change Orders and Extra Work

### 140-010 Contract Amendments

Amendments, modifications, and change orders, within the monetary limits set forth in this rule, may be made without competitive bidding subject to the following conditions: (Unless the context requires otherwise, the use of the term “amendments” includes any form of contract change, including modifications and change orders):

1. The original contract was ~~let~~ procured by (i) competitive bidding or alternative procurement process authorized by these Rules or by the Board or unit prices or additive alternates were provided in the contract which established the cost for additional work; and (ii) the amendment is within the scope of the services contemplated under the contract; or
2. For small procurements ~~under up to \$1025,000; the amount of the aggregate costs resulting from all amendments shall not exceed \$1,000 annually. The~~ new total contract price, including all amendments, shall be no more than ~~\$1127,0500~~ annually; or
3. For intermediate procurements ~~from more than \$1025,000 and up to \$150250,000~~, the amount of the aggregate costs from all amendments shall not ~~without Board approval~~ exceed the greater of (a) 15% of the original contract value or (b) ~~when combined with the original contract value, the total contract value including all amendments may not exceed~~ the General Manager's delegated contract authority. ~~The new total contract price, including all amendments, shall be no more than \$275,000287,500 annually, without Board approval;~~ or
4. For public improvement contracts or other procurements in excess of \$100,000, the costs from all amendments shall not exceed 15% of the original contract value without Board approval; or
5. ~~For all contracts, To~~ settle and compromise potential or actual claims, demands or litigation arising out of the contract as deemed in the best interest of the District.
  - a. Renegotiated Contracts. The District may renegotiate the terms and conditions, including the Contract Price, of a Contract without additional competition and amend a Contract if the amended Contract is within the Scope of the original solicitation document, and a determination by the District that the renegotiated Contract is at least as favorable as the original Contract is advantageous to the District subject to the following conditions:
    1. ~~The amended Contract is within the Scope of the original solicitation document, and a determination by the District that the renegotiated Contract is at least as favorable as the original Contract.~~
  - b. If the amendment is the result of a Cooperative Procurement, the amended contract may not materially change the terms, conditions, or pricing of the original contract.



- c. Emergency contracts may be amended through the emergency process if the emergency justification still exists.

## **Rule 150 – Requirements Contracts and Indefinite Quantity Contracts**

### **150-010 Requirements Contracts**

The District may enter into requirements contracts whereby it is agreed that the District will purchase all its requirements for an anticipated need at a predetermined and documented contract price. The District will follow these rules, as made applicable by the annual cost of each contract, in selecting the vendor or contractor for requirement contracts.

### **150-011 Indefinite Quantity Contracts**

The District may enter into indefinite quantity contracts with multiple vendors or suppliers when a number of suppliers are available, but the availability of supply varies between the vendors.

## **Rule 160 – Brand Name Specifications and Qualified Products Lists**

### **160-010 Brand Name or Equal Specification; Brand Name Specification (ORS 279B.215)**

- a. For procurement of goods or goods and services under the Public Contracting Code, ~~ORS c~~Chapter 279B, and for the procurement of public improvement services, Public Contracting Code, ~~ORS c~~Chapter 279C, the use of a brand name specification is allowed under circumstances provided under those ~~Chapters~~chapters. Brand name specifications may be used if the terms “or equal” are included in the specification. The District shall determine what products are equivalent when such specification is used. See ORS 279B.215 and ORS 279C.345.
- b. Use of a brand name specification for public improvement contracts may be subject to review as provided in the applicable sections of the Public Contracting Code covering protests. See ORS 279B.405 and ORS 279C.460.
- c. Whenever practical the ~~district~~District will reference known industry standards or performance specifications in selection of goods and services.

### **160-011 Qualified Products Lists (ORS 279B.115)**

The District may develop and maintain a qualified products list as provided in ORS 279B.115.

## Rule 170 – Bidder Responsibility, Prequalification, Disqualification

### 170-010 Responsibility of Bidders and Proposers (Qualifications) - (ORS 279B.110)

- a. The District shall prepare a written determination of non-responsibility of a bidder or proposer if the bidder or proposer does not meet the standards of responsibility as required by the Public Contracting Code.
- b. In determining whether a bidder or proposer has met the standards of responsibility, the District shall make the determination using criteria identified in ORS 279B.110 and ORS 279C.375, as applicable.

### 170-011 Prequalification of Prospective Bidders and Proposers - (ORS 279B.120 and ORS 279C.430)

- a. The District may prequalify prospective bidders or proposers to submit bids or proposals for goods and services in accordance with ORS 279B.120 and ORS 279C.430 *et seq.*

### 170-012 Debarment or Disqualification of Prospective Bidders and Proposers - (ORS 279B.130 and ORS 279C.440)

- a. The District may debar or disqualify a prospective bidder or proposer from consideration for award of a contract in accordance with ORS 279B.130 and ORS 279C.440.
- b. The District shall issue a written decision to debar a prospective bidder or proposer under this section. The decision must:
  1. State the reasons for the action taken; ~~and~~
  2. Inform the debarred prospective bidder or proposer of the appeal rights of the prospective bidder or proposer under the applicable provisions of the Public Contracting Code; ~~and-~~
  3. Otherwise be allowable under ORS 279B.130 and ORS 279B.440.

4.c. A copy of the decision issued under subsection (~~3b~~) of this section must be mailed or otherwise furnished immediately to the debarred prospective bidder or proposer.



5.d. A prospective bidder or proposer that wishes to appeal debarment shall, within three business days after receipt of notice of debarment, notify the District that the prospective bidder or proposer appeals the debarment as provided in ORS 279B.425 and ORS 279C.445, as applicable.

## Rule 180 – Personal Property Acquisition and Disposition

### 180-010 Acquisition of Used Personal Property

~~For purposes of these Rules, property shall be deemed to be “personal property” if it is classified as such under Oregon law.~~ The District may purchase used personal property for an amount not to exceed the General Manager’s contract authority without competitive bidding or quote if the District has determined that the direct purchase without competitive bidding will result in cost savings and will not diminish competition or encourage favoritism or the item is not readily available and time is of the essence. If the purchase is in excess of the General Manager’s contract authority, the District will seek three competitive quotes unless the District determines either (1) that three quotes cannot be obtained; (2) ~~or~~ the District's purchase without quotes will result in cost savings and will not diminish competition or encourage favoritism; or (3) the item is not readily available and time is of the essence.

### 180-011 Sale of Surplus Personal Property

Upon declaration of surplus personal property by the Board, the District may dispose of such property, which may include but not be limited to oral auctions, sealed bid proposals or negotiated price sales. The PCO may declare an item as surplus if the current estimated value is under \$~~1025~~,000 and may dispose of the item in the most economical manner advantageous to the District. If accomplished through a competitive bidding process, such sales of personal property shall be to the highest bidder.

### 180-012 Auction Sales of Personal Property

Personal property may be sold at auction if the PCO determines that the auction contemplated will probably result in a higher net return than if the property were sold by competitive bid. The District may sell personal property through a commercially recognized third party liquidator or any other public process the PCO has determined results in or will result in increased net revenue and the selection of the liquidator was conducted by a competitive selection process. Alternatively, the PCO may use the State of Oregon surplus property disposal process.

### 180-013 Sealed Bid Proposals

Personal property may be sold by written, sealed competitive bid. If the current estimated value of an item exceeds \$105,000, it may be sold by competitive bid or auction unless the PCO otherwise determines. Alternatively, the General Manager may use the State of Oregon surplus property disposal process. If no bids are received or if a determination is made that the market value of the item exceeds the offer of the highest responsible bidder, all bids may be rejected, and the General Manager may negotiate a sale subject to:

- a. Appraisal or other reliable evidence of market value is obtained, and the negotiated price exceeds the market value; or
- b. General Manager's determination that the estimated value of an item exceeds the highest bid received through the bidding or auction process.

### 180-014 Negotiated Sales of Personal Property

The District may negotiate the sale, exchange, or redemption of personal property, including recyclable or reclaimed materials if the District has determined that ~~a negotiated sale~~ the transaction will result in increased net financial revenue benefit to the District and the following conditions are complied with:

- a. The sale is documented by the District to be clearly in the public interest;
- b. The District determines that this is the most efficient and cost-effective method for disposing of the property; ~~and;~~
- c. The sale includes the value of the property to be sold.

### 180-015 Documentation

The District shall maintain a record of all sales of District property for a period of ten (10) years.

### 180-016 Donations of Personal Property

- a. If the General Manager determines that the personal property is not needed for District purposes; ~~;~~ then the General Manager may transfer such personal property, including recyclable or reclaimed materials, without remuneration or for only nominal remuneration without competitive bids to the following agencies or corporations:



1. Another public agency; or
2. Any recognized nonprofit ~~agency~~entity.

**180-017 Disposal of Surplus Personal Property**

~~Once-If~~ the General Manager has made reasonable efforts in accordance with these rules and no viable bids or proposals are received, the personal property may be disposed of in any economical manner.

**180-018 Sale of Real Property**

The lease, purchase, or sale of real property is not within the scope of these Rules and is covered by separate policy of CRW Board of Commissioners.

**Rule 190 – Public Improvement and Construction Contracts**

**190-010 Bidder or Proposer Prequalification for Public Improvement Contracts**

The PCO may require mandatory prequalification of bidders, proposers, or equipment suppliers on forms prescribed by the District. When prequalification is required by the solicitation documents, the PCO shall not consider the bid or proposal of any prospective bidder, proposer, or equipment supplier who is not prequalified in accordance with the law or these Rules. A bidder, proposer, or equipment supplier who is denied prequalification may appeal within three business days to the General Manager who shall make a decision within ten days. The General Manager’s decision may be appealed to the ~~c~~circuit court in accord with ORS 279C.450 (5) or as specified by the solicitation documents.

**190-011 Eligibility to Bid or Propose on Construction Contracts**

An individual or business entity shall not submit a bid or proposal to do work as a construction “contractor,” as defined in ORS 701.005(2) (definition of “commercial contractor”), or as a landscape contractor, as defined in ORS 671.560, unless that person is first registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board, as applicable, and registration is required for that type of work. Bids or proposals received from persons who fail to comply with this requirement shall be deemed non-responsible and be rejected, unless such determination is prohibited by federal law.

**190-012 Preparation of Solicitation Documents**

- a. Unless these Rules provide otherwise, the solicitation documents shall contain all items required by ORS [chapter 279](#).

**190-013 Bids or Proposals Are Offers**

- a. The bid or proposal is the bidder's or proposer's offer to enter into a contract which, if the bid or proposal is determined to be the lowest responsive bid or the proposal is deemed to be the most advantageous for the District, the bidder or proposer is bound to the proposed terms and conditions communicated in the solicitation unless the bid or proposal is withdrawn in accordance with these rules prior to the time of bid or proposal closing.
- b. The bid or proposal shall be a complete offer and fully responsive to the solicitation document unless bidders or proposers are specifically authorized by the solicitation document to take exceptions or to leave terms open to negotiation.
- c. Unless expressly authorized by the solicitation documents, bidders or proposers shall not make their bids or proposals contingent upon the District's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the solicitation documents.

**190-014 ~~Facsimile and~~ Electronically Submitted Bids and Proposals**

- a. The District may authorize the submission of bids or proposals by facsimile, electronic, or other appropriate methods.
- b. If electronically submitted bids or proposals are authorized, the District will include the following items as necessary in the solicitation document:
  - 1. Bidders or proposers may submit facsimile or electronically submitted bids or proposals in response to this solicitation.
  - 2. The entire electronic response must arrive at the place and by the time specified in the solicitation document.
  - 3. Bids or proposals that fail to furnish required representations or information, or that reject or take exception to any of the terms, conditions, and provisions of the solicitation, may be rejected and excluded from consideration.
  - 4. If requested to do so by the District, the apparently successful bidder or proposer agrees to promptly submit the complete original signed bid or proposal.



- c. If the bidder or proposer chooses to submit a facsimile or electronic bid or proposal, the District will not be responsible for any failure attributable to the transmission or receipt of the facsimile or electronic bid or proposal including, but not limited to, the following:
  1. Receipt of garbled or incomplete bid or proposal documents;~~;~~
  2. Incompatibility, availability or condition between the sending and receiving equipment or software;~~;~~
  3. Delay in transmission or receipt of bid or proposal documents;~~;~~
  4. Failure of the bidder or proposer to properly identify the bid or proposal documents;~~;~~
  5. Illegibility of bid or proposal documents; and/or;
  6. Security and confidentiality of bid or proposal data.

#### **190-015 Addenda to Solicitation Documents**

- a. Changes to solicitation documents shall be accomplished by written addenda. The bidder or proposer shall acknowledge receipt of all addenda issued, as specified in the solicitation documents, either with the bid or separately prior to bid or proposal closing.
- b. Addenda shall be sent to all prospective bidders or proposers known to have obtained the solicitation documents. Addenda may be sent electronically.
- c. Addenda shall be issued within a reasonable time to allow prospective bidders or proposers to consider the addenda in preparing their bids or proposals, but in no case less than 48 hours before the bid or proposal closing time.
- d. The District may extend the bid or proposal closing date and time to allow prospective bidders or proposers to analyze and adjust to changes made by addenda or for any reason deemed by the District to be in the best interest of the District. The District shall notify prospective bidders or proposers of the new closing date and time either in the addendum or in writing accompanying the addendum.

#### **190-016 Pre-Opening Modification or Withdrawal of Bids or Proposals**

- a. Modifications: Once submitted, bids or proposals may be modified in writing prior to the time and date set for bid or proposal closing. Any

modifications shall be prepared on the bidder's or proposer's letterhead, signed by an authorized representative of the bidder or proposer, state that the new document supersedes or modifies the prior bid or proposal, and be submitted in a sealed envelope, appropriately marked and delivered to the District at or before Closing. The District may accept telephone facsimile, electronically submitted, or similar modifications, if it has authorized the submittal of documents by one or more of these means in the solicitation documents. To ensure the integrity of the bidding process, the envelope or electronically transmitted document containing any modifications to a bid or proposal shall be marked as specified in the solicitation documents.

b. Withdrawals:

1. Bids or proposals may be withdrawn by written notification on the bidder's or proposer's letterhead, signed by an authorized representative of the bidder or proposer, and received by the District prior to the time and date set for bid or proposal closing. Bids or proposals also may be withdrawn in person, prior to the scheduled bid or proposal closing, upon presentation of appropriate identification;
2. Unopened bids or proposals withdrawn under subsection (1) of this section, may be released to the bidder or proposer after voiding any date and time stamp used.

**190-017 Mistakes in Bids or Proposals**

- a. General: Clarification of a bid or proposal after submittal of the same to the District because of an inadvertent mistake (*e.g.*, mathematical error) in the bid or proposal requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as provided in this Rule, if the mistake is attributable to an error in judgment, the bid or proposal may not be corrected. Bid or proposal correction or withdrawal by reason other than an error in judgment is permissible when allowed by law but only to the extent it is not contrary to the interest of the District or the fair treatment of other bidders or proposers.
- b. Mistakes discovered after bid or proposal closing but before award: This subsection prescribes procedures to be applied in situations where mistakes in bids or proposals due to other than errors in judgment are discovered after the time and date set for bid or proposal closing but before award:

1. Minor informalities. Minor informalities are matters of form rather than substance that are evident from the bid or proposal documents, or are insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders, proposers or the District; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.
2. Mistakes where intended correct bid or proposal is evident: If the mistake and the intended correct bid or proposal item are clearly evident on the face of the bid form or proposal document, or can be substantiated from accompanying documents, the District may accept the bid or proposal. Examples of mistakes that may be clearly evident on the bid or proposal document are typographical errors, errors in extending unit prices, transposition errors, and mathematical errors. Mistakes that are clearly evident on the face of the bid form or proposal document also may include instances in which the intended correct bid or proposal item is made clearly evident by simple arithmetic calculations.
3. Mistakes where intended correct bid or proposal is not evident: The District shall not accept a bid or proposal in which a mistake is clearly evident on the face of the bid form or proposal document but the intended correct bid or proposal is not clearly evident or cannot be substantiated from accompanying documents.

#### **190-018 Availability of Award Decision**

- a. Signed contract document(s), as applicable, shall be sent to the successful bidder or proposer for competitive sealed proposals or bids.
- b. The District will notify unsuccessful bidders or proposers of the District's intent to award a contract.
- c. Completed bid and proposal files shall be available for public review at the District following completion of the evaluation process by the District, provided that information contained in the bid or proposal that is exempt under the public records law, [ORS chapter 192](#), and is clearly marked "confidential" shall not be released to the public. Vendors or providers shall not have the right to mark their entire bid or proposal as confidential. In any case, the District shall have the right to determine what information is subject to public disclosure and what information is exempt from public disclosure.

#### **190-019 Protest of Contractor Selection or Contract Award**



- a. Purpose: The purpose of this rule is to require adversely affected or aggrieved bidders or proposers on the District solicitation to exhaust all avenues of administrative review and relief before seeking judicial review of the District's contractor selection or contract award decision.
- b. Notice of award: The District's written notice of contract award (or other contract initiating document, *e.g.*, a notice of intent to award a contract or purchase order, hereinafter referred to collectively as the "award documents"), shall constitute a final decision of the District to award the contract or proceed with the purchase if no written protest of the contractor selection or contract award is filed with the District within seven calendar days following issuance of the Notice of Intent to Award as provided in the District's solicitation. Prior to issuance of the solicitation documents, the District may justify a shorter protest period if it is in the public interest to do so and such justification shall be listed in the solicitation documents. If a protest of contractor selection or contract award is timely filed by an actual aggrieved bidder or proposer, the award documents shall constitute a final decision of the District only upon issuance to the protesting bidder or proposer of a written decision denying the protest and affirming the selection or the award. The Notice of Award does not apply to contracts awarded as Small Procurements, intermediate procurements less than \$25,000, sole source procurements, emergency procurements, or special procurements.
- c. Right to Protest. Any actual bidder or proposer who is adversely affected or aggrieved by the District's award of the contract shall have seven calendar days ~~in~~for formal bids and three business days ~~in~~for informal bids after issuance of the award documents to submit to the District a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The period of seven calendar days in which to submit a written protest may be shortened or lengthened by the District, as provided in the District's solicitation documents. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsive, responsible bidder or proposer submitting the most advantageous proposal to the District and must be next in line for award, *i.e.*, the protester must claim that all lower bidders or higher-scored proposers are ineligible for award (i) because their bids or proposals were nonresponsive or (ii) as a result of the District committing a material violation of a solicitation provision or of an applicable procurement statute or administrative rule, the protester was unfairly evaluated and would have, but for such material violation, been the lowest bidder or



the highest-ranked proposer. The District shall not entertain a protest submitted after the time period established in the rule or such different period as may be provided in the District's solicitation documents.

- d. Authority to resolve protests. The General Manager or ~~such person's~~their designee shall have the authority to settle or resolve a written protest submitted in accordance with the requirements of section ~~(c3)~~ of this rule. The General Manager shall have the authority to settle or resolve a written protest for solicitations.
- e. Decision. If the protest is not settled or resolved by mutual agreement, the General Manager, or ~~such person's~~their designee, shall promptly issue a written decision on the protest. For solicitations in excess of \$25,000, an aggrieved bidder may file a written appeal to the Board of Commissioners within seven calendar days of the General Manager's decision. The Board may choose to hold a hearing, ~~or~~ appoint a hearings officer, ~~or~~ let the General Manager's decision stand. The written determination under any of the foregoing will be the District's final action. Judicial review of this decision will be available where provided for in statute.

## 190-020 Cash Retainage

- a. Unless required otherwise by law, the normal form of holding retainage shall be by co-mingling the retainage with District investments of cash. The dollar averaged monthly earnings rate that the District earns on its investments will accrue to the interest of the beneficiary of the retainage based upon the monthly average balance in the retainage account. When retainage is released prior to the end of a calendar month, the previous month's dollar averaged monthly earning rate will be pro-rated by day to the daily average balance of the retainage account for the partial month.
- b. If a contractor selects an alternative option to cash retainage, the District will impose a charge to recover all of its direct and indirect costs including the set-up fees.
- c. The District shall hold and pay retainage as allowed or required by the Public Contracting Code, ~~Chapter~~ORS chapter 279C.

## Rule 200 – Waiver of Security Bid and Performance Bond

### 200-010 Bid Security Requirements

The District may, in its discretion, waive the bid security requirements of ORS [chapter 279B](#) for contracts other than those for public improvements.

**200-011 Public Improvement Contracts Under \$[2535,000](#)**

The District may, in its discretion, waive the bid security requirements and performance bond requirements for public improvement contracts as outlined in ORS 279C.390 if the amount of the contract for the public improvement is estimated not to exceed \$[2535,000](#).

**REGULAR BOARD MEETING**

**November 9, 2023**

**SUBJECT** Consider Approval of Professional Services Contract with RH2 Engineering for the Water Treatment Plant Improvements Project, 23-5309

<b>DRAFT MOTION</b>	Move to approve the professional services contract with RH2 Engineering, Inc. for design and construction services, for the Not-to-Exceed amount of \$125,000, associated with the WTP Structural Improvements Project, 23-5309, and authorize the General Manager to sign the completed agreement.
<b>EFFECTIVE DATE</b>	November 9, 2023

**PRINCIPAL STAFF PERSON** Adam Bjornstedt, PE – Chief Engineer

**BOARD ACTION REQUESTED** The Board is requested to approve the professional services contract with RH2 Engineering.

**DOCUMENTS ATTACHED** Exhibit A – RH2 Scope of Services

**Agenda Summary**

**BACKGROUND** Within the 23-25 Capital Improvement budget, the WTP Structural Improvements project targets some key repairs and renovations to critical building envelope and structural elements. As identified in the 2021 Facility Plan, areas of degrading concrete, reinforcement, anchoring, and bracing should be addressed in the short term. Doing so will ensure the plant will continue to function efficiently from an operational and life/health/safety standpoint, and allow for other future improvements.

**ANALYSIS** As a continuation of the Facility Plan, RH2 Engineering completed a seismic/structural assessment under their on-call contract in March of this year. Their findings and recommendations included areas of concrete repair, equipment bracing and anchoring, and confirmed the need for siding, window, and other building “shell” repairs identified separately in the Building Envelope Condition Assessment. Within these recommendations, RH2 categorizes “short” and “mid” term improvements, with an emphasis on short term work to include concrete repairs, anchorage/lateral bracing, and seismic safety. Please note, mid-term work focused more on the building envelope findings will likely be proposed for the following budget period, and efforts are underway to identify a possible grant funding opportunity for that future project.

In order to adequately scope, design, and ensure accurate construction of these items, Staff recommends engaging RH2 in an engineering services contract to assist in completing this project. Due to the size and timing of the proposal, it was determined to negotiate a separate contract from the existing on-call agreement. Staff has reviewed the proposed scope of work and fee, including design and construction phase services, and finds it acceptable. RH2 is an established engineering firm with in-house structural design expertise for both new building construction and renovation work. CRW has utilized RH2 on numerous occasions on their separate on-call engineering contract, and finds them a competent and professional engineering firm.

**STAFF  
RECOMMENDATION**

Staff recommends approval of the professional services agreement with RH2 Engineering.

**EXHIBIT A**  
**Scope of Work**  
**Clackamas River Water**  
**WTP Concrete Repair and Seismic Improvements**  
October 2023

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## **Background**

RH2 Engineering, Inc., (RH2) recently completed services for Clackamas River Water (CRW) to assess the physical condition and seismic resilience of several concrete structures at its Water Treatment Plant (WTP). The findings of this assessment are summarized in the RH2 report titled *Water Treatment Plant Structural and Seismic Assessment* (March 2023). As noted in the report, deficiencies were found that indicate structural repairs and seismic improvements are needed to extend and maintain the plant's life and to provide greater life safety at the facility. The purpose of this Scope of Work is to prepare design plans and specifications for the recommended short-term improvements and to provide services during bidding and construction to CRW.

## **Assumptions**

The following assumptions were made in the preparation of this Scope of Work.

- *To reduce the level of effort needed, RH2 will rely upon the accuracy and completeness of materials, data, and information provided by CRW or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute and utilize said information in the execution of this project.*
- *Unless otherwise noted, all deliverables will be provided in electronic (PDF) format.*
- *Unless otherwise noted, meetings are assumed to be in a virtual format and will be hosted using Microsoft Teams or equivalent.*
- *The following provides a summary of the anticipated improvements that will be addressed in the design plans and specifications.*
  - *Concrete repairs and coatings, including repairs at basins, exterior walkways, and pump support pads.*
  - *Ladder and guardrail replacement, including at basins and exterior walkways.*
  - *Seismic anchorage and bracing of equipment, piping, and other elements, including at low and high lift pump stations and pipe galleries.*
  - *Non-structural seismic improvements (spill protection, shatter-proof lights or light covers, etc.)*

- *The design of improvements related to waterproofing and water damage (Phase 2), including those classified as Building Enclosure Condition Assessment and mid-term improvements, are not included in this Scope of Work.*
- *It is assumed that a Clackamas County (County) Building Permit will be required for structural and access related repairs. RH2 will assist in preparing and submitting the permit application; CRW will pay all related fees.*
- *Design plans and specification documents will be prepared using a 60-percent, 90-percent, and bid-ready process, with submittals for CRW review occurring at the 60- and 90-percent milestones. Permit applications shall be made utilizing 90-percent plans; with any requested revisions incorporated into the bid-ready documents that will be utilized for bidding and construction.*
- *Technical specifications will be prepared utilizing RH2's master Construction Specifications Institute technical specifications tailored for this project.*
- *The non-technical specifications will be prepared utilizing CRW's standard bid and contract forms.*

### **Task 1 – Project Management Services**

**Objective:** Manage RH2's project team and maintain client communications. Maintain project schedules and prepare monthly invoices and budget status summaries.

**Approach:**

- 1.1 Provide Project Management: Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control (QA/QC) reviews to execute this Scope of Work.
- 1.2 Provide Document Management: Document and retain information generated during the execution of the project.
- 1.3 Prepare Invoices and Budget Summaries: Prepare monthly invoices and budget status summaries.

**RH2 Deliverables:**

- Monthly invoices and budget status summaries.
- Project schedule updates

## Task 2 – Design

**Objective:** Prepare plans, specifications, and opinion of probable construction cost (OPCC) to support the permitting, bidding and construction of the proposed improvements.

**Approach:**

- 2.1 Confirm Design Criteria and Background Information: Coordinate with CRW and/or perform one (1) site visit to confirm conditions and/or obtain additional information relevant to the design of the improvements.
- 2.2 Prepare Design Drawings: Prepare design drawings, calculations, and details for the proposed improvements. Design plans are expected to consist of approximately twelve (12) sheets, including general sheets (i.e. cover, general information, construction notes) and design plan and detail sheets addressing concrete repair, seismic retrofits, and ladder and guardrail improvements. Provide plans to CRW for review and comment at the 60- and 90-percent design stages.
- 2.3 Prepare Technical Specifications: Prepare technical specifications based on RH2’s master specifications updated and tailored for this project. Provide specifications to CRW for review and comment at the 60- and 90-percent design stages.
- 2.4 Prepare Non-Technical Specifications: Obtain and review CRW’s standard front-end (bidding and construction contract) documents. Coordinate with CRW regarding advertising dates and bid opening date and time. Update front-end documents as requested and provide to CRW for review and comment at the 90-percent design stage.
- 2.5 Prepare OPCC: Identify bid items, determine quantities, and prepare OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions. Provide OPCC to CRW for review and comment at the 60- and 90-percent design stages.
- 2.6 Attend Design Review Meetings: Attend design review meetings with CRW to discuss design and review comments at 60- and 90-percent design stages. Prepare and distribute meeting agenda and summary.
- 2.7 Perform QA/QC Review: Perform in-house review of the 90-percent design drawings and specifications for QA/QC.
- 2.8 Prepare Bid-Ready Plans and Specifications: Incorporate both CRW’s and RH2’s QA/QC and 90-percent review comments and finalize the plans and specifications for permitting and bidding. Update the OPCC to incorporate changes from 90-percent to bid-ready design. Deliver bid-ready plans, specifications, and final OPCC to CRW.
- 2.9 Provide Phase 2 Scoping and Funding Assistance: Work with CRW to develop and further refine the scope for Phase 2 improvements. Assist CRW in preparing application for Oregon Department of Emergency Management Building Resilient Infrastructure Communities funding.

**Provided by Client:**

- Current front-end documents, in Word format.
- Review of 60- and 90-percent design documents and written summary of CRW's review comments.

**RH2 Deliverables:**

- Plans, specifications, and OPCC at the 60-percent and 90-percent design stages.

**Task 3 – Permitting**

**Objective:** Assist CRW in obtaining permits for construction.

**Approach:**

- 3.1 Prepare and Submit for County Permit Review: Prepare and submit an application for a County Building Permit. *Permit application and documents will be submitted to the County's online portal. No hard copies will be required. It is assumed CRW will pay for all County review and permitting fees. No date is warranted or implied for County response or approval.*
- 3.2 Respond to Permit Comments and Assist with Closeout: Address and respond to written review comments from County reviewers. Prepare and submit construction documentation requested for permit closeout. *Special inspections of the post-installed concrete anchors will be required during construction. It is assumed special inspections will be performed by a testing consultant contracted by CRW. Special inspection reports provided by others will be submitted by RH2 to the County for permit closeout.*

**Provided by CRW:**

- Payment of permit fees
- Contracting and payment for special inspection.

**RH2 Deliverables:**

- County Building Permit application submitted via online portal.
- Construction documentation for permit closeout.

**Task 4 – Services During Bidding and Construction**

**Objective:** Provide limited services to CRW during bidding and construction phases as requested. *It is anticipated that CRW will take the lead in bidding and construction administration.*

**Approach:**

- 4.1 Provide Bidding Support Services: Provide up to ten (10) hours of technical support services, including but not limited to, preparing and/or posting advertisement, responding to contractor questions, preparing addenda, and assisting in bidder meetings and in the evaluation of bids.
- 4.2 Provide Construction Support Services: Provide up to one hundred twenty (120) hours of part-time technical support services, including but not limited to: construction meetings, on-site



construction observation and reporting, submittal reviews, responding to contractor's technical questions and requests for information, and reviewing change orders and pay requests. Coordinate with the contractor and CRW inspectors to provide construction observation at critical stages of construction and as requested by CRW.

**Assumptions:**

- *Bidding and construction support services are intended to be technical in nature and rendered only with CRW authorization and will be provided up to the value outlined in the Fee Estimate. If additional support is required, that support will be negotiated by RH2 and CRW.*
- *The contractor will retain and coordinate with testing firm(s) for all special inspections.*
- *RH2 is not responsible for site safety or for directing the contractor in their work.*
- *CRW will take the lead in bidding and construction administration, including providing day-to-day construction observation and administration.*

**RH2 Deliverables:**

Where requested, RH2 will provide the following:

- Written responses to bidder questions.
- Submittal and shop drawings review and documentation.
- Clarification and change order review and documentation.
- Construction observation and correspondence with CRW and contractor, as requested, within the budgeted hours authorized. *Construction observation reports from site visits to be provided to the CRW.*
- Review and recommendation of contractor requests for payment, as requested.
- Punchlist following final inspection.
- Letter recommending substantial completion and project acceptance.
- Project drawing files in AutoCAD (DWG) format.

**Fee for Services**

The fee for services shall be on a time-and-expense basis and shall not exceed \$124,634, as shown on attached **Exhibit B**, Fee Estimate, in accordance with the Schedule of Rates and Charges shown in **Exhibit C**.

**EXHIBIT B**

Fee Estimate

Clackamas River Water

WTP Concrete Repair and Seismic Improvements

Sep-23

Description		Total Hours	Total Labor	Total Expense	Total Cost
<b>Task 1</b>	<b>Project Management</b>	<b>31</b>	<b>\$ 7,338</b>	<b>\$ 183</b>	<b>\$ 7,521</b>
1.1	Provide Project Management	12	\$ 3,408	\$ 85	\$ 3,493
1.2	Provide Document Management	10	\$ 1,740	\$ 44	\$ 1,784
1.3	Prepare Invoices and Budget Summaries	9	\$ 2,190	\$ 55	\$ 2,245
<b>Task 2</b>	<b>Design</b>	<b>365</b>	<b>\$ 75,386</b>	<b>\$ 5,254</b>	<b>\$ 80,640</b>
2.1	Confirm Design Criteria and Background Information	6	\$ 1,338	\$ 53	\$ 1,391
2.2	Prepare Design Drawings	224	\$ 44,260	\$ 4,015	\$ 48,275
2.3	Prepare Technical Specifications	26	\$ 5,342	\$ 137	\$ 5,479
2.4	Prepare Non-Technical Specifications	14	\$ 2,836	\$ 75	\$ 2,911
2.5	Prepare OPCC	12	\$ 2,657	\$ 122	\$ 2,779
2.6	Attend Review Meetings	10	\$ 2,474	\$ 62	\$ 2,536
2.7	Perform QA/QC Review	14	\$ 3,522	\$ 88	\$ 3,610
2.8	Prepare Bid-Ready Plans and Specifications	35	\$ 7,117	\$ 556	\$ 7,673
2.9	Provide Phase 2 Scoping and Funding Assistance	24	\$ 5,840	\$ 146	\$ 5,986
<b>Task 3</b>	<b>Permitting Assistance</b>	<b>28</b>	<b>\$ 6,278</b>	<b>\$ 239</b>	<b>\$ 6,517</b>
3.1	Prepare and Submit Permit Application	15	\$ 3,362	\$ 139	\$ 3,501
3.2	Respond to Permit Comments and Assist With Closeout	13	\$ 2,916	\$ 100	\$ 3,016
<b>Task 4</b>	<b>Services During Bidding and Construction</b>	<b>130</b>	<b>\$ 28,872</b>	<b>\$ 1,083</b>	<b>\$ 29,955</b>
4.1	Provide Bidding Support Services	10	\$ 2,352	\$ 59	\$ 2,411
4.2	Provide Construction Support Services	120	\$ 26,520	\$ 1,025	\$ 27,545
<b>PROJECT TOTAL</b>		<b>554</b>	<b>\$ 117,874</b>	<b>\$ 6,760</b>	<b>\$ 124,634</b>

**EXHIBIT C**  
**RH2 ENGINEERING, INC.**  
**2023 SCHEDULE OF RATES AND CHARGES**

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$167	\$/hr
Professional II	\$183	\$/hr
Professional III	\$207	\$/hr
Professional IV	\$223	\$/hr
Professional V	\$240	\$/hr
Professional VI	\$255	\$/hr
Professional VII	\$274	\$/hr
Professional VIII	\$284	\$/hr
Professional IX	\$284	\$/hr
Technician I	\$131	\$/hr
Technician II	\$143	\$/hr
Technician III	\$158	\$/hr
Technician IV	\$174	\$/hr
Technician V	\$191	\$/hr
Technician VI	\$208	\$/hr
Technician VII	\$226	\$/hr
Technician VIII	\$238	\$/hr
Administrative I	\$86	\$/hr
Administrative II	\$100	\$/hr
Administrative III	\$121	\$/hr
Administrative IV	\$143	\$/hr
Administrative V	\$162	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**November 9, 2023**

**SUBJECT**                      **Contract Award:** Construction Contract for SysOps Shop Facility Renovation, project 2329

**DRAFT MOTION**              Move to award the SysOps Shop Facility Renovation construction contract to BnK Construction, Inc. for the bid amount of \$239,995.00 and authorize the General Manager to sign the completed contract.

**EFFECTIVE DATE**            November 9, 2023

**PRINCIPAL STAFF PERSON**      Adam Bjornstedt, Chief Engineer

**BOARD ACTION REQUESTED**      The Board is requested to authorize a construction contract for \$239,995.00 to construct the SysOps Shop Facility Renovations.

**DOCUMENTS ATTACHED**              Exhibit A: “Invitation to Bid”, published 9/27/23.  
Exhibit B: “Notice of Intent to Award” with Bid Tally, 11/1/23

**Agenda Summary**

**BACKGROUND**                      The SysOps Shop Facility project will renovate the east side of the System Operations shop- the entire shop building was constructed over 40 years ago and has received minimal updates. It is showing signs of degradation from continuous use, and has become inadequate to fully meet staff needs. The SysOps Distribution team is limited by small workspaces, narrow hallways, and an undersized locker room area.

Renovation of this area (approximately 1,070 square feet) will maximize available space in the shared office, locker room, and break room. It will provide adequate, secure storage for personal protective equipment, uniforms, and employee possessions. Plumbing, lighting/electrical, and HVAC systems will be updated in these areas, which will improve facility safety and energy efficiency. Removal of some non-bearing walls will open up workspaces and improve circulation.

**PUBLIC INVOLVEMENT**                      Public Bidding process

**ANALYSIS**

Review and Evaluation of Bids:

CRW advertised for bids utilizing the “Oregon Buys” website on September 27, 2023. Four bids were received on October 25, 2023. A bid tally is attached with Exhibit B.

The low bid was submitted by BnK Construction, Inc. Their proposal was for \$239,995.00, which is \$44,495.00 (~23%) above the Engineer's estimate of \$195,500.00 and over the budgeted amount of \$230,000.00. The bid includes an “optional” item, not originally budgeted, to raise the existing t-bar/panel ceiling- which will further improve workspace functionality, lighting, and circulation. Staff has reviewed current capital outlay budgets and determined there are sufficient funds to account for the total cost of this project. Additionally, given the current variable construction climate, staff believes the bid to be competitive and presents a strategic opportunity to complete needed improvements.

BnK Construction, Inc. is based out of Gladstone and has many years’ experience in new construction and renovation of commercial/institutional buildings, with a wide array of successfully completed projects. Staff believes their bid is responsible, responsive, and meets the requirements identified in the Bid Documents.

Staff reviewed information available for BnK Construction, Inc. from the Oregon Construction Contractors Board and found no unsatisfactory reports. Reference checks on similar projects for this contractor confirm that they are a responsible and competent firm.

**STAFF  
RECOMMENDATION**

Award the contract to BnK Construction, Inc. in the amount of \$239,995.00.



### Open Market Bid S-R02045-00008255

General Items Address Accounting Routing Attachments(3) Notes Bidders Questions Amendments Q & A Reminders [Summary](#)

#### Header Information

<b>Bid Number:</b>	S-R02045-00008255	<b>Description:</b>	#23-2329 Clackamas River Water Invitation to Bid - SYSOPS Shop Remodel	<b>Status:</b>	
<b>Purchaser:</b>	Vance Voyles	<b>Minor Status:</b>			
<b>Organization:</b>	Clackamas River Water	<b>Department:</b>	R0204501 - Procurement/Contracting	<b>Location:</b>	
<b>Fiscal Year:</b>	25	<b>Allow Electronic Quote:</b>	Yes	<b>Required Date:</b>	
<b>Show On Web:</b>	Yes	<b>Available Date:</b>	09/27/2023 04:48:58 PM		
<b>Bid Opening Date:</b>	10/18/2023 05:00:00 PM	<b>Informal Bid:</b>	No		
<b>Bid Type:</b>	Open Bid	<b>Purchase Method:</b>	Open Market	<b>Catalog Id (for contract):</b>	
<b>Estimated Cost:</b>	\$0.00	<b>Blanket/Contract End Date:</b>		<b>Type Code:</b>	
<b>Alternate ID:</b>		<b>Bulletin Desc:</b>	Clackamas River Water (CRW), a Public Water Provider in Clackamas, Oregon, invites sealed bids from qualified contractors for the remodel of its System Operations Shop Building Interior, Crew Support Portion, located at 9100 SE Mangan Dr., Clackamas, Oregon 97015. Bidders must submit their bids in accordance with the instructions and specifications contained in the CRW SYSOPS Shop Remodel Project Contract / Bid Package. The project is subject to the State of Oregon Prevailing Wage	<b>Pre-Bid Conference:</b>	
<b>Blanket/Contract Begin Date:</b>					
<b>Info Contact:</b>					

Current Org: Clackamas River Water

<b>NIGP Code Certified Required:</b>	No
<b>Subcontractor Info:</b>	
<b>Date Last Updated:</b>	09/27/2023 05:27:09 PM
<b>Ship-to Address:</b>	Vance Voyles 9100 SE Mangan Dr. Clackamas, OR 97015 US Email: wvoyles@crwater.com Phone: (503)722-9244
<b>Solicitation Enabled:</b>	No
<b>Invoice Method:</b>	Three Way Match
<b>Discipline Type:</b>	Ordinary Construction
<b>Procurement Method:</b>	Competitive Sealed Bid
<b>DOJ Review?:</b>	No
<b>Related OregonBuys Document:</b>	

<b>Acknowledge inclusion required:</b>	No
<b>Quote Notification:</b>	No
<b>User Last Updated:</b>	Vance Voyles
<b>Bill-to Address:</b>	Vance Voyles PO Box 2439 Clackamas, OR 97015 US Email: wvoyles@crwater.com Phone: (503)722-9244
<b>Rolling Enrollment Enabled:</b>	<input type="checkbox"/>
<b>Open Enrollment Enabled:</b>	<input type="checkbox"/>

<b>Hour of Acknowledge inclusion:</b>	
<b>Item Single Award Only:</b>	
<b>Print Format:</b>	
<b>Allow vendors to submit multiple / alternate qu</b>	
<b>Close Q&amp;A For Vendor Date:</b>	

#### Attachments

<b>Files:</b>	23-2329 SysOps_Shop_Remodel.pdf 23-2329_Bid Form-1.pdf Clackamas River Water Invitation to Bid 9-27-23.pdf
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Required Quote Attachments

Item Information

Item # 1: Clackamas River Water (CRW), a public water utility in Clackamas, Oregon, invites sealed bids from qualified contractors for the remodel of its System Operati Interior, Crew Support Portion, located at 9100 SE Mangan Dr., Clackamas, Oregon 97015. Bidders must submit their bids in accordance with the instructions a contained in the CRW SYSOPS Shop Remodel Project Contract / Bid Package. This project is subject to the State of Oregon Prevailing Wage Requirements

NIGP Code: 910-65 Remodeling and Alteration Services

Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amt
No	1.0	\$0.00	EA - Each		\$0.00	
Manufacturer:	Brand:			Model:		
Make:	Packaging:					
Product Length:	Product Width:			Product Height:		Product Weight:
UPC/ISBN:	SKU:					
Tags:	URL:					

Account Code	Amount
There is no item accounting available for this item.	

Pre-Bid Approval Path:

There are no approval paths found for this Bid.

Cancel Bid

Clone Bid

Print

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Current Org: Clackamas River Water

## Adam Bjornstedt

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**From:** Vance Voyles  
**Sent:** Wednesday, November 1, 2023 1:29 PM  
**To:** Jon Schiele  
**Cc:** Adam Bjornstedt; Clint Taylor; Jon Sleight; Todd Heidgerken  
**Subject:** CRW Notification of Intent to Award - SYSOPS Shop Remodel Project  
**Attachments:** 23-2329 SysOps\_Shop\_Remodel.pdf; 23-2329 Bid Form - BnK Construction 10.31.2023.pdf

November 1, 2023

Jon Schiele  
BnK Construction, Inc.  
45 82<sup>nd</sup> Dr., Suite 53B  
Gladstone, OR 97027  
503-557-1085

Re: CRW Notification of Intent to Award - SYSOPS Shop Remodel Project

Mr. Schiele,

Clackamas River Water (CRW) herein notifies BnK Construction, Inc. as the apparent most Competitive, Responsive, and Responsible Bidder, of Intent to Award Contract, pending approval of the CRW Board of Commissioners, as specified in the (attached) documents and BnK Quote Response, for the Remodel Project of its System Operations Shop Building Interior Crew Support Portion, located at 9100 SE Mangan Dr., Clackamas, Oregon 97015

CRW requests completion of the CRW SYSOPS Shop Remodel Project Contract prior to March 1, 2024.

CRW requests to be provided prior to beginning of work, a Certificate of Insurance designating Clackamas River Water.

Project work and delivery of project materials at the CRW SysOps Shop at 9100 SE Mangan Dr. Clackamas, OR 97015 are to occur on prescheduled dates.

The primary CRW contacts for communications regarding project scheduling, completion and receiving are Clint Taylor, office: 503-722-2571 cell: 503-793-8145 [ctaylor@crwater.com](mailto:ctaylor@crwater.com) and alternate contact Jon Sleight, office: 503-722-9238, cell: 503-793-2494 [jsleight@crwater.com](mailto:jsleight@crwater.com). Please include Clint Taylor, Jon Sleight, Vance Voyles and Adam Bjornstedt in all future communications.

Sincerely,



Vance E. Voyles NIGP-CPP, OCAC, ACOP  
CRW / SWA – Procurement / Contracting

# CLACKAMAS RIVER WATER

SysOps Remodel

COP 23-2329

## BID TALLY

Bid opening 10/25/23, 4:00 PM

	DESCRIPTION	QTY	UNITS	ATK Cons.		Brk Cons.		Cedar Mill Cons.		GR Smith Cons.	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	Mobilization, Site Prep General and Demo	1	L.S.	\$ 21,525.00	\$ 21,525.00	\$ 54,340.00	\$ 54,340.00	\$ 22,000.00	\$ 22,000.00	\$ 89,595.00	\$ 89,595.00
2	Framing, Drywall, and Carpentry	1	L.S.	\$ 22,956.00	\$ 22,956.00	\$ 39,355.00	\$ 39,355.00	\$ 63,500.00	\$ 63,500.00	\$ 54,230.00	\$ 54,230.00
3	Flooring	1	L.S.	\$ 12,772.00	\$ 12,772.00	\$ 9,955.00	\$ 9,955.00	\$ 18,900.00	\$ 18,900.00	\$ 23,870.00	\$ 23,870.00
4	Electrical	1	L.S.	\$ 32,139.00	\$ 32,139.00	\$ 26,234.00	\$ 26,234.00	\$ 28,750.00	\$ 28,750.00	\$ 24,200.00	\$ 24,200.00
5	Plumbing	1	L.S.	\$ 20,661.00	\$ 20,661.00	\$ 22,789.00	\$ 22,789.00	\$ 43,250.00	\$ 43,250.00	\$ 28,265.00	\$ 28,265.00
6	Accessories, Finishes, and HVAC	1	L.S.	\$ 94,120.00	\$ 94,120.00	\$ 35,596.00	\$ 35,596.00	\$ 103,400.00	\$ 103,400.00	\$ 93,990.00	\$ 93,990.00
7	Doors, Windows, and Siding	1	L.S.	\$ 9,182.00	\$ 9,182.00	\$ 11,728.00	\$ 11,728.00	\$ 27,000.00	\$ 27,000.00	\$ 4,500.00	\$ 4,500.00
8	Optional Item	1	L.S.	\$ 12,915.00	\$ 12,915.00	\$ 25,000.00	\$ 25,000.00	\$ 26,220.00	\$ 26,220.00	\$ 20,000.00	\$ 20,000.00
9	Extra Work as Authorized	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<b>TOTAL</b>				<b>\$ 241,270.00</b>	<b>\$ 241,270.00</b>	<b>\$ 239,995.00</b>	<b>\$ 239,995.00</b>	<b>\$ 348,020.00</b>	<b>\$ 348,020.00</b>	<b>\$ 353,650.00</b>	<b>\$ 353,650.00</b>

\*Corrected from bid submitted

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**November 9, 2023**

**SUBJECT** Consider Approval of Temporary Construction Easement for Prologis Robert Ave. Development

**DRAFT MOTION** Move to approve the granting of a temporary construction easement to “10500 SE Jennifer Street LLC”, associated with the Prologis Robert Ave. Development, and authorize the General Manager to sign the completed easement document.

**EFFECTIVE DATE** November 9, 2023

**PRINCIPAL STAFF PERSON** Joseph D. Eskew, Engineering Manager

**BOARD ACTION REQUESTED** The Board is requested to approve a temporary construction easement granting the developer access on CRW property, for construction of roadway improvements on Robert Ave. associated with their adjacent private development project.

**DOCUMENTS ATTACHED** Exhibit A – Location Map  
Exhibit B – Draft Temporary Construction Easement  
Exhibit C (2 pages) – Draft Improvement Plans – Robert Rd.

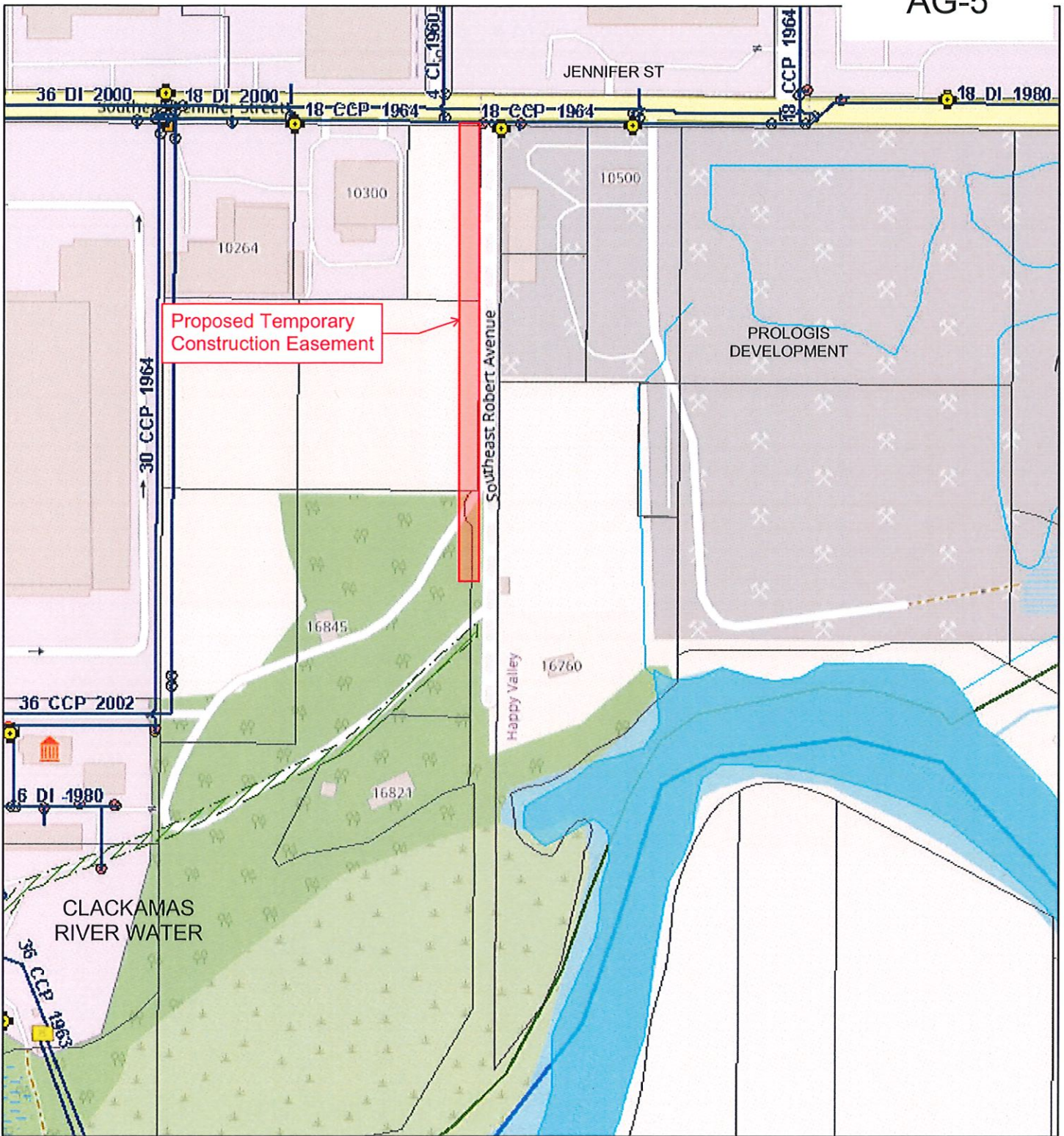
**Agenda Summary**

**BACKGROUND** The development of the former Northwest Sand and Gravel site is improving the Robert Ave corridor, a City of Happy Valley Street, between Jennifer St. to a proposed cul-de-sac to the South. The new road improvements will include build out to a 38-foot-wide road to provide truck and passenger traffic into the development. Improvement to the CRW access will also be included in road improvement.

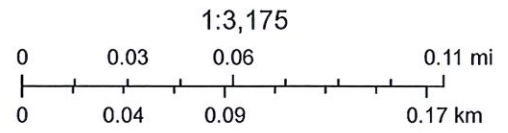
CRW owns property along the west side of Robert Ave. A temporary easement along CRW frontage will allow the developer to complete the road grading, fence replacement and new driveway improvements.

**STAFF RECOMMENDATION** Approve the temporary construction easement.





October 31, 2023



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RECORDING REQUESTED BY  
Commonwealth Land Title

AG 5  
Exhibit B

AND WHEN RECORDED MAIL TO:  
Prologis L.P.  
1800 Wazee Street, Suite 500  
Denver, Colorado 80202  
Attn: Legal Department – Real Estate  
Transactional (West Region)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Grantor: Clackamas River Water District

Grantee: 10500 SE Jennifer Street LLC

APN/APN2: 22E15B01002/00485727, 22E15B01100/00485736 & 22E15B01103/01874671

### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement (“**Easement Agreement**”) is dated for reference purposes only as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between Clackamas River Water District (“**Grantor**”) and 10500 SE Jennifer Street LLC, a Delaware limited liability company, successor by merger to Exchange 10500 SE Jennifer Street LLC, a Delaware limited liability company (“**Grantee**”).

### **RECITALS**

**A.** Grantor is the owner of that certain real property (“**Grantor Parcel**”) located at 16681 SE Robert Ave, in Clackamas, Oregon.

**B.** The parties intend to enter into this Easement Agreement to provide for the rights and duties of the parties with respect to the performance of certain grading, curb and gutter construction, and paving on or near the Easement Area, as defined and further described herein.

**NOW, THEREFORE**, in consideration of the Recitals, mutual covenants, agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties declare as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Easement Agreement.

2. **Work.** Subject to the terms and conditions hereinafter set forth, Grantor hereby grants a temporary non-exclusive easement to Grantee to enter a portion of the Grantor Parcel for purposes of performing the following work (collectively, the “**Work**”): grading and excavation, curb and gutter construction, traffic control, driveway construction, fencing, utility placement and construction and paving on or about the strip of land on the Grantor Parcel that is described and generally depicted on Exhibit A attached hereto (the “**Easement Area**”). In connection with



Grantee's entry onto the Grantor Parcel and its performance of the Work, Grantee shall: (a) at Grantee's sole cost and expense, promptly restore the Grantor Parcel to its original condition (save any improvements installed or permanent alterations completed as part of the Work) and repair any damages to the Grantor Parcel caused by Grantee or its agents; and (b) comply with all applicable laws, including, without limitation, obtaining approvals of the Work, to the extent applicable, from applicable governmental authorities. All Work shall be completed in a good and workmanlike manner.

3. **Indemnification.** Grantee shall protect, indemnify and defend Grantor against, and shall hold Grantor harmless from, any and all loss, cost, damage, claim, expense or liability, including reasonable attorneys' fees and costs, to third parties to the extent resulting from Grantee's or Grantee's consultants, contractors or agents ("**Grantee's Agents**") presence on the Easement Area or the performance of the Work. The foregoing shall survive the termination of this Easement Agreement.

4. **Insurance.** Grantee, prior to performing the Work and as a condition thereof, shall, or shall cause Grantee's Agents to, maintain worker's compensation, as required by applicable statutes and commercial general liability insurance, including broad form property damage coverage, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to insure against liability of Grantee and/or Grantee's Agents, arising out of their presence on the Easement Area pursuant to the provisions hereof. Grantor may obtain Grantee's Memorandum of Insurance ("**MOI**") through Prologis's website at <https://www.prologis.com/insurance> (click on the "Marsh Risk & Insurance Services" button towards the bottom of the page), in lieu of Grantee providing a certificate of insurance. The website includes information about the MOI, including that the additional insured(s) on the policy include the parties listed in this Easement Agreement.

5. **Covenants Run With the Land; Rights of Successors.** Subject to Section 7, the covenants, conditions and restrictions contained herein shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, representatives, occupants, successors and assigns. Nothing contained in this Easement Agreement shall be deemed a gift or dedication of any portion of the Properties to the general public or for the general public or for any public purpose whatsoever. This Easement Agreement will not be subject to the doctrine of merger. It is the intention of the parties hereto that this Easement Agreement shall be strictly limited to and for the purposes expressed herein and shall terminate upon the Termination Date (as defined below). Any entity acquiring fee or leasehold title to Grantor Parcel, or any portion thereof, shall be bound by this Easement Agreement. No breach of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement, or any conditions, covenants, or restrictions hereunder.

6. **Term.** This Easement Agreement shall automatically terminate upon the earlier of (being, the "**Termination Date**"): (i) July 31, 2024, and (ii) the completion of the Work.

7. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Easement Agreement becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

8. **Governing Law.** This Easement Agreement shall be subject to and construed in accordance with the laws of the State of Oregon.

9. **Attorneys' Fees.** In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Easement Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Easement Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and reasonable costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

10. **Captions.** The captions heading the various sections of this Easement Agreement are for convenience and identification only, and shall not be deemed to limit or define contents of the respective sections.

11. **Time is of the Essence.** Time is of the essence for performance of each and every covenant and the satisfaction of each and every condition contained in this Easement Agreement.

12. **Representation of Counsel.** Each of the parties has had the opportunity to seek the advice of independent legal counsel and executes this Easement Agreement acting upon their independent judgment and/or upon the advice of their respective independent legal counsel, without any representation, express or implied, of any kind or nature, from each to the other except as only specifically set forth in this Easement Agreement.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

14. **Notice.** Any notice, request, demand, instruction or other communication required or permitted by this Easement Agreement to be given to any party, including, but not limited to, a notice of assessment, shall be in writing and shall be either (i) personally delivered to the party named below, or the party otherwise entitled thereto, by a commercial messenger service regularly retaining receipts for such delivery, (ii) sent by registered or certified mail, return receipt requested, (iii) delivered by nationally recognized air courier services such as FedEx or Express Mail, or (iv) sent by e-mail, and such notice shall be effective upon delivery thereof to the party being given notice, and shall be addressed to the parties as listed below:

Grantee: c/o Prologis L.P.  
5900 Airport Way South, Ste 300  
Seattle, Washington 98108  
Attn: Ken Barnhart  
Email: kbarnhart@prologis.com

With a copy to: c/o Prologis L.P.  
1800 Wazee Street, Suite 500  
Denver, Colorado 80202  
Attn: Legal Department – Real Estate Transactional (West  
Region)

Grantor: Clackamas River Water District  
16770 SE 82<sup>nd</sup> Drive  
Clackamas, Oregon 97015

With a copy to: Bob Steringer

General Counsel;  
Harrang Long P.C.  
111 SW Columbia Street, Suite 950  
Portland, Oregon 97201

If a party desires to change its address for the purpose of a receipt of notice, such notice of change of address shall be given in the manner specified herein. However, unless and until such written notice of change is actually received, the last address and addressee as stated by written notice, or provided herein if no written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

15. **Liens.** Grantee shall not suffer or permit any mechanics' or materialmen's liens or other liens to be recorded against the Grantor Parcel by reason of any work, labor or material supplied or claimed to have been supplied to Grantee in connection with the Work. If any such liens shall at any time be recorded, and Grantee does not remove or bond over the same within thirty (30) days of receipt of written notice thereof from Grantor, then Grantor shall, at its option, have the right to discharge the same by paying the amount claimed to be due without inquiry into the validity of the claim and Grantee shall thereupon immediately reimburse Grantor for any such amounts, together with interest thereon at the maximum rate permitted by law within thirty (30) days of receipt of written notice from Grantor.

[Signature Page Follows]



**Grantee**

10500 SE JENNIFER STREET LLC  
a Delaware limited liability company

By: 

Name: Sean Colletta

Its: VP- Market officer

STATE OF OREGON

COUNTY OF MULTNOMAH

The above instrument was subscribed and sworn before me this 16<sup>TH</sup> day of OCTOBER 2023

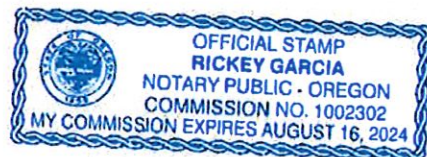
By: SEAN COLLETTA

As AUTHORIZED PERSON of 10500 SE Jennifer Street LLC, a Delaware limited liability company.



Notary Public – State of Oregon

My Commission Expires: 08/16/2024



**EXHIBIT A**

**DESCRIPTION & DEPICTION OF EASEMENT AREA**

[see attached]



**LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF TRACTS J AND O OF CLACKAMAS RIVERSIDE, CLACKAMAS COUNTY PLAT RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN, CITY OF CLACKAMAS, CLACKAMAS COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED BELOW:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID TRACT J, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SE JENNIFER ST (BEING 30.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE THEREOF) AND A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SE ROBERT AVENUE (BEING 20.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE THEREOF);

THENCE NORTH 88°07'47" WEST ALONG THE NORTH LINE OF SAID TRACT J, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF SE JENNIFER ST, A DISTANCE OF 35.00 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 01°49'49" WEST, PARALLEL WITH THE WESTERLY RIGHT-OF-WAY OF SE ROBERTS AVE, A DISTANCE OF 712.61 FEET;

THENCE SOUTH 44°17'39" WEST A DISTANCE OF 110.75 FEET;

THENCE SOUTH 27°29'42" EAST A DISTANCE OF 173.08 FEET;

THENCE SOUTH 88°10'11" EAST A DISTANCE OF 25.00 TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF SE ROBERTS AVE;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY NORTH 01°49'49" EAST A DISTANCE OF 945.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 41,023 SQUARE FEET, OR 0.94 ACRES, MORE OR LESS.

BASIS OF BEARINGS: OREGON STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD83(2011), INTERNATIONAL FEET. DISTANCES SHOWN HEREON ARE GROUND.

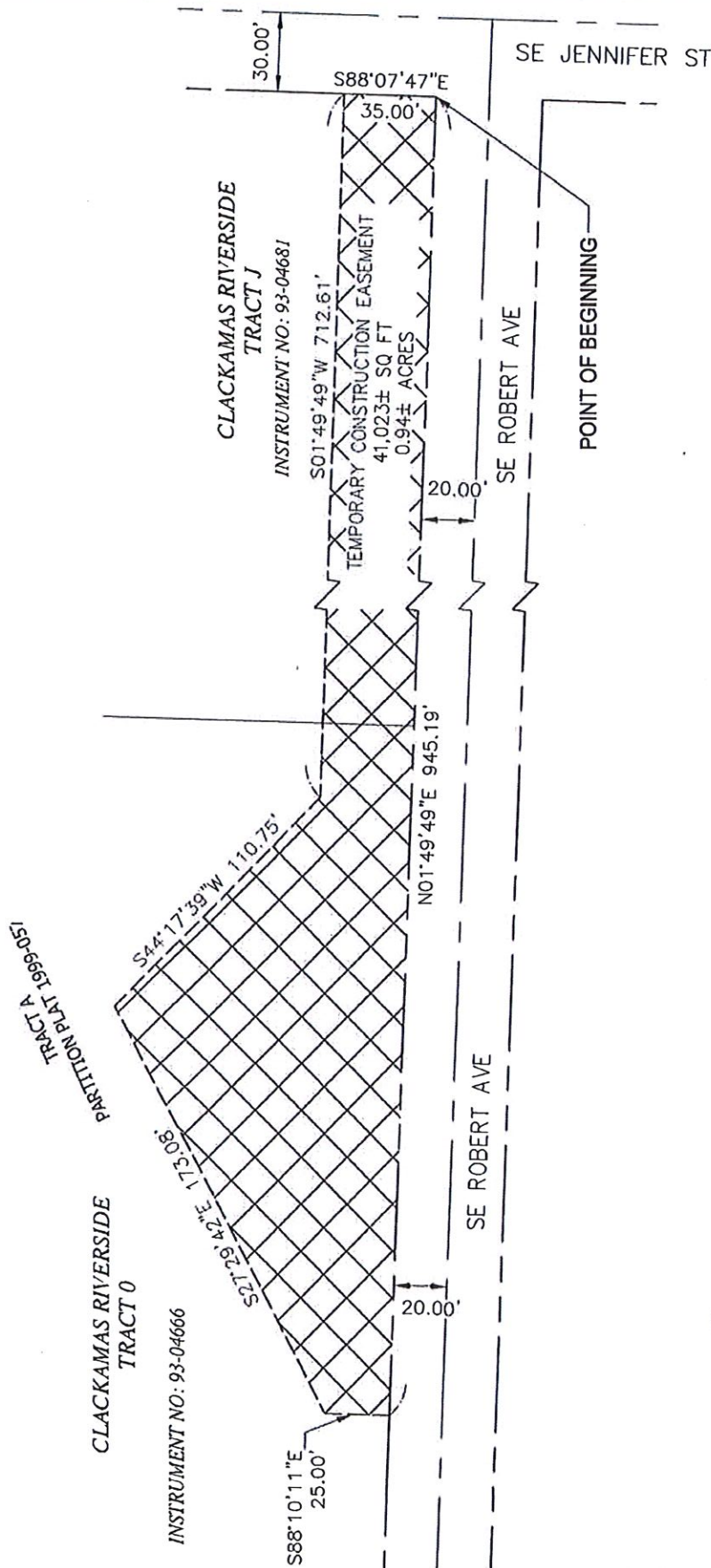
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Benjamin R. Dubin*

OREGON  
NOVEMBER 29, 2011  
BENJAMIN R. DUBIN  
84344LS

RENEWS 12/31/23

**EXHIBIT A**  
**SKETCH FOR RIGHT-OF-WAY DEDICATION**



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Benjamin Rubin*

OREGON  
NOVEMBER 29, 2011  
BENJAMIN R. DUBIN  
84344LS  
RENEWS 12/31/23



1 INCH = 60 FEET

**LEGEND**

- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT

 TEMPORARY CONSTRUCTION EASEMENT AREA  
41,023 SQ. FT. MORE OR LESS

**S&F Land Services**

Date: 9/29/2023 4905 SW SCHOLLS FERRY RD. www.sflands.com  
 PORTLAND, OR 97225 info@sflands.com  
 Proj No: 21-014-73 (503) 345-0328











# CLACKAMAS RIVER WATER

## REGULAR BOARD MEETING

November 9, 2023

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**SUBJECT** Quarterly Report – 1st Quarter FY 2024

**PRINCIPAL STAFF PERSON** Christa Bosserman Wolfe, CPA, Chief Financial Officer

**DOCUMENTS ATTACHED** Exhibit A – General Fund Budget to Actual Status Report (Revenue)  
Exhibit B- General Fund Budget to Actual Status Report (Expenditures)  
Exhibit C - Capital Improvements Projects Budget to Actual Status Report  
Exhibit D - System Development Charges Budget to Actual Status Report  
Power Point Presentation (to be provided at the meeting)

### Agenda Summary

**BACKGROUND** Each quarter the Board is provided with summary data of budget to actual by line item. This report covers the period July 1<sup>st</sup>-September 30<sup>th</sup>, which is the 1<sup>st</sup> quarter of fiscal year 2024 and the beginning of the new biennium.

The presentation to the Board will highlight some specific items regarding the following funds:

#### General Fund

- Revenue is 16.8% of the biennial budget.
- Personnel Services are 8.4% of the biennial budget.
- Materials & Services are 11.3% of the biennial budget.
- Capital Outlay is 6.3% of the biennial budget.

#### Capital Improvement Projects Fund

- Expenditures at 3.8% of biennial budget.

#### System Development Fund

- Revenue is 6.4% of the biennial budget.

## Clackamas River Water Budget to Actuals Status Report Biennium 2023-2025

GENERAL FUND	Budget Year 1	Budget Year 2	Budget Appropriation		Actual July-Sept 2023	Actual FY 2023-24	Remaining Budget	Percent Received
			Budget Year 1	Budget Year 2				
<b>Revenues</b>								
<b>Operating Revenue</b>	<b>15,558,000</b>	<b>16,173,000</b>	<b>31,731,000</b>	<b>5,348,582</b>	<b>5,348,582</b>	<b>5,348,582</b>	<b>26,382,418</b>	<b>16.9%</b>
Water Sales	15,378,000	15,993,000	31,371,000	5,280,038	5,280,038	5,280,038	26,090,962	16.8%
Service Connection Fees	100,000	100,000	200,000	29,474	29,474	29,474	170,526	14.7%
Service Charges	60,000	60,000	120,000	33,522	33,522	33,522	86,478	27.9%
Miscellaneous - Operating	20,000	20,000	40,000	5,548	5,548	5,548	34,452	13.9%
<b>Non-Operating Revenue</b>	<b>278,550</b>	<b>283,200</b>	<b>561,750</b>	<b>81,273</b>	<b>81,273</b>	<b>81,273</b>	<b>480,477</b>	<b>14.5%</b>
Rental Income	128,750	132,600	261,350	31,596	31,596	31,596	229,754	12.1%
Earnings from Investments	75,000	75,000	150,000	37,997	37,997	37,997	112,003	25.3%
Miscellaneous - Non Operating	25,000	25,000	50,000	25	25	25	49,975	0.1%
Surplus Property Sales	10,000	10,000	20,000	-	-	-	20,000	0.0%
IGA - Cost Share	-	-	-	7,344	7,344	7,344	(7,344)	0.0%
Grants - Non-Operating	15,000	15,000	30,000	-	-	-	30,000	0.0%
Right of Way Fee	24,800	25,600	50,400	4,311	4,311	4,311	46,089	8.6%
<b>Revenues - TOTAL</b>	<b>\$ 15,836,550</b>	<b>\$ 16,456,200</b>	<b>\$ 32,292,750</b>	<b>\$ 5,429,855</b>	<b>\$ 5,429,855</b>	<b>\$ 5,429,855</b>	<b>\$ 26,862,895</b>	<b>16.8%</b>



## Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget				Percent Used			
	Budget Year 1	Budget Year 2	BN 2023-2025	Actual		Actual	Remaining Budget	Percent Used
<b>GENERAL FUND</b>								
<b>Personnel Services</b>								
<b>Salaries and Wages</b>	<b>4,235,000</b>	<b>4,278,000</b>	<b>8,513,000</b>	<b>732,945</b>	<b>732,945</b>	<b>7,780,055</b>	<b>8.6%</b>	
Commissioner Stipend	9,600	9,600	19,200	1,025	1,025	18,175	5.3%	
Managers	890,700	930,600	1,976,300	91,747	91,747	1,884,553	4.6%	
Professional & Technical - NR	296,700	405,800	702,500	65,012	65,012	637,488	9.3%	
Professional & Technical	875,500	800,600	1,676,100	149,194	149,194	1,526,906	8.9%	
Water Treatment Specialist	580,000	671,000	1,251,000	156,958	156,958	1,094,042	12.5%	
Water Worker Distribution	837,000	848,000	1,685,000	185,751	185,751	1,499,249	11.0%	
Administrative Specialist	350,000	372,000	722,000	66,512	66,512	655,488	9.2%	
Overtime	116,600	122,900	239,500	13,566	13,566	225,934	5.7%	
Holiday Pay	7,000	7,000	14,000	527	527	13,473	3.8%	
Other Benefits	196,900	30,500	227,400	2,652	2,652	224,748	1.2%	
Awards	-	-	-	-	-	-	0.0%	
<b>Benefits and Taxes</b>	<b>2,574,000</b>	<b>2,823,000</b>	<b>5,397,000</b>	<b>439,550</b>	<b>439,550</b>	<b>4,957,450</b>	<b>8.1%</b>	
FICA - Social Security	341,700	347,000	688,700	58,077	58,077	630,623	8.4%	
Worker's Compensation	46,400	48,600	95,000	27,775	27,775	67,225	29.2%	
Pension	941,000	1,017,500	1,958,500	159,708	159,708	1,798,792	8.2%	
Health Insurance	1,047,500	1,204,800	2,252,300	155,759	155,759	2,096,541	6.9%	
Dental Insurance	69,000	75,500	144,500	11,415	11,415	133,085	7.9%	
Life Insurance	30,000	30,500	60,500	1,395	1,395	59,105	2.3%	
Oregon Paid Sick Leave	17,800	17,900	35,700	-	-	35,700	0.0%	
HRA VEBA	45,000	45,000	90,000	20,000	20,000	70,000	22.2%	
Tri-Met Tax	35,600	36,200	71,800	5,422	5,422	66,378	7.6%	
<b>Total Personnel Services</b>	<b>\$ 6,809,000</b>	<b>\$ 7,101,000</b>	<b>\$ 13,910,000</b>	<b>\$ 1,172,495</b>	<b>\$ 1,172,495</b>	<b>\$ 12,737,505</b>	<b>8.4%</b>	
<b>Materials &amp; Services</b>								
<b>Customer Services</b>	<b>288,600</b>	<b>301,600</b>	<b>590,200</b>	<b>49,431</b>	<b>49,431</b>	<b>540,769</b>	<b>8.4%</b>	
Bad Debt	16,500	19,000	35,500	-	-	35,500	0.0%	
Credit Card Processing Fees	220,800	227,000	447,800	45,891	45,891	401,909	10.2%	
Collection Expenses	10,400	11,200	21,600	2,336	2,336	19,264	10.8%	
Customer Credit Allowance	5,700	5,700	11,400	-	-	11,400	0.0%	
Customer Statement Processing	28,500	29,500	58,000	1,104	1,104	56,896	1.9%	

## Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget Year 1		Budget Year 2		Budget		Actual FY 2023-24	Remaining Budget	Percent Used
	Budget Year 1	Budget Year 2	Budget Year 1	Budget Year 2	Appropriation BN 2023-2025	Actual July-Sept 2023			
Promotional Items	2,000	2,000	2,000	4,000	-	-	4,000	0.0%	
Public Notices	4,700	7,200	7,200	11,900	100	100	11,800	0.8%	
<b>Facilities &amp; Security</b>	<b>552,000</b>	<b>516,400</b>	<b>516,400</b>	<b>1,068,400</b>	<b>109,765</b>	<b>109,765</b>	<b>958,635</b>	<b>10.3%</b>	
Assessments & Taxes	41,800	42,900	42,900	84,700	20,907	20,907	63,793	24.7%	
Building & Grounds Maintenance	376,200	339,500	339,500	715,700	66,420	66,420	649,280	9.3%	
Security	134,000	134,000	134,000	268,000	22,438	22,438	245,562	8.4%	
<b>General Administration</b>	<b>547,450</b>	<b>586,550</b>	<b>586,550</b>	<b>1,134,000</b>	<b>197,106</b>	<b>197,106</b>	<b>936,894</b>	<b>17.4%</b>	
Bank Charges	55,000	57,400	57,400	112,400	4,780	4,780	107,620	4.3%	
Dues & Memberships	194,950	203,700	203,700	398,650	69,793	69,793	328,857	17.5%	
Insurance	287,500	315,450	315,450	602,950	122,533	122,533	480,418	20.3%	
Insurance Deductible	10,000	10,000	10,000	20,000	-	-	20,000	0.0%	
<b>Materials</b>	<b>236,200</b>	<b>229,700</b>	<b>229,700</b>	<b>465,900</b>	<b>7,831</b>	<b>7,831</b>	<b>458,069</b>	<b>1.7%</b>	
Inventory	160,000	160,000	160,000	320,000	1,355	1,355	318,645	0.4%	
Maintenance Supplies	76,200	69,700	69,700	145,900	6,476	6,476	139,424	4.4%	
<b>Office</b>	<b>79,150</b>	<b>103,150</b>	<b>103,150</b>	<b>182,300</b>	<b>17,056</b>	<b>17,056</b>	<b>165,244</b>	<b>9.4%</b>	
Office Supplies	11,500	11,500	11,500	23,000	1,217	1,217	21,783	5.3%	
Postage	48,400	57,900	57,900	106,300	12,379	12,379	93,921	11.6%	
Printing	18,600	18,800	18,800	37,400	1,391	1,391	36,009	3.7%	
Miscellaneous	650	14,950	14,950	15,600	2,068	2,068	13,532	13.3%	
<b>Other Support Costs</b>	<b>194,700</b>	<b>198,500</b>	<b>198,500</b>	<b>393,200</b>	<b>22,477</b>	<b>22,477</b>	<b>370,723</b>	<b>5.7%</b>	
Books & Publications	2,100	2,100	2,100	4,200	1,016	1,016	3,184	24.2%	
Certifications	9,850	6,050	6,050	15,900	229	229	15,671	1.4%	
Employee Relations	23,700	23,700	23,700	47,400	4,075	4,075	43,325	8.6%	
Medical Exams	3,800	3,800	3,800	7,600	36	36	7,564	0.5%	
Payroll Processing Fees	21,350	22,350	22,350	43,700	4,960	4,960	38,740	11.3%	
Protective Clothing	19,200	19,200	19,200	38,400	2,173	2,173	36,227	5.7%	
Safety & Health	24,900	30,100	30,100	55,000	6,991	6,991	48,009	12.7%	
Training	88,350	89,750	89,750	178,100	2,984	2,984	175,116	1.7%	
Travel - Local	1,450	1,450	1,450	2,900	12	12	2,888	0.4%	

## Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget				Actual FY 2023-24	Remaining Budget	Percent Used
	Budget Year 1	Budget Year 2	BN 2023-2025	Actual July-Sept 2023			
<b>GENERAL FUND</b>							
<b>Professional &amp; Contracted Services</b>	<b>932,750</b>	<b>1,097,650</b>	<b>2,030,400</b>	<b>161,603</b>	<b>1,868,797</b>	<b>8.0%</b>	
Audit	45,800	46,700	92,500	-	92,500	0.0%	
Contract Work	696,950	630,950	1,327,900	148,862	1,179,038	11.2%	
Engineer Service	95,000	325,000	420,000	5,192	414,808	1.2%	
Legal	95,000	95,000	190,000	7,550	182,450	4.0%	
<b>Equipment</b>	<b>538,200</b>	<b>539,450</b>	<b>1,077,650</b>	<b>145,439</b>	<b>932,211</b>	<b>13.5%</b>	
Computers, Peripherals & Software	36,900	28,400	65,300	2,923	62,377	4.5%	
Equipment Maintenance	88,050	88,550	176,600	15,019	161,581	8.5%	
Equipment Rental	31,500	32,000	63,500	5,481	58,019	8.6%	
Maintenance Agreements	258,400	265,250	523,650	104,371	419,279	19.9%	
Small Tools & Equipment	54,750	54,150	108,900	12,920	95,980	11.9%	
Vehicle Maintenance	68,600	71,100	139,700	4,725	134,975	3.4%	
<b>Utilities</b>	<b>1,115,500</b>	<b>1,170,600</b>	<b>2,286,100</b>	<b>207,271</b>	<b>2,078,829</b>	<b>9.1%</b>	
Telecommunications	68,700	68,700	137,400	22,451	114,949	16.3%	
Utilities	1,046,800	1,101,900	2,148,700	184,819	1,963,881	8.6%	
<b>Water Purchases &amp; Treatment</b>	<b>1,403,850</b>	<b>1,461,000</b>	<b>2,864,850</b>	<b>407,152</b>	<b>2,457,698</b>	<b>14.2%</b>	
Permits	25,250	24,400	49,650	3,188	46,462	6.4%	
Telemetry	10,000	10,000	20,000	365	19,635	1.8%	
Water Purchases	957,200	1,012,200	1,969,400	311,001	1,658,399	15.8%	
Watershed Management	60,500	60,500	121,000	2,445	118,555	2.0%	
Water Treatment & Analysis	350,900	353,900	704,800	90,153	614,647	12.8%	
<b>Materials &amp; Services - Subtotal</b>	<b>5,888,400</b>	<b>6,204,600</b>	<b>12,093,000</b>	<b>1,325,128</b>	<b>10,767,871</b>	<b>11.0%</b>	
Overhead, Labor & Equip	(288,000)	(416,000)	(704,000)	(40,497)	(663,503)	5.8%	
<b>Materials &amp; Services - TOTAL</b>	<b>\$ 5,600,400</b>	<b>\$ 5,788,600</b>	<b>\$ 11,389,000</b>	<b>\$ 1,284,631</b>	<b>\$ 10,104,368</b>	<b>11.3%</b>	
<b>Capital Outlay</b>	<b>1,238,000</b>	<b>1,041,500</b>	<b>2,279,500</b>	<b>143,650</b>	<b>2,135,850</b>	<b>6.3%</b>	
Land	-	100,000	100,000	14,764	85,236	14.8%	
Building	100,000	175,000	275,000	1,120	273,880	0.4%	
Improvements	566,500	228,000	794,500	97,585	696,915	12.3%	
Vehicles	191,000	-	191,000	11,038	179,962	5.8%	

## Clackamas River Water

### Budget to Actual Status Report

#### Biennium 2023-2025

GENERAL FUND	Budget					Percent Used	
	Budget Year 1	Budget Year 2	BN 2023-2025	Actual July-Sept 2023	Actual FY 2023-24		Remaining Budget
General Equipment & Tools	75,000	185,000	260,000	19,142	19,142	240,858	7.4%
Computer Equipment	60,500	278,500	339,000	-	-	339,000	0.0%
Other	245,000	75,000	320,000	-	-	320,000	0.0%
<b>Capital Outlay - TOTAL</b>	<b>\$ 1,238,000</b>	<b>\$ 1,041,500</b>	<b>\$ 2,279,500</b>	<b>\$ 143,650</b>	<b>\$ 143,650</b>	<b>\$ 2,135,850</b>	<b>6.3%</b>
<b>Operating Contingency</b>	<b>1,000,000</b>	<b>-</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>1,000,000</b>	<b>0.0%</b>
<b>Total Expenditures</b>	<b>\$ 14,647,400</b>	<b>\$ 13,931,100</b>	<b>\$ 28,578,500</b>	<b>\$ 2,600,776</b>	<b>\$ 2,600,777</b>	<b>\$ 25,977,723</b>	<b>9.1%</b>
<b>Transfers to Other Funds</b>	<b>3,238,300</b>	<b>3,237,000</b>	<b>6,475,300</b>	<b>-</b>	<b>-</b>	<b>6,475,300</b>	<b>0.0%</b>
<b>Change in Revenues, Expenditures &amp; Other Financing (Sources) Uses</b>	<b>(2,049,150)</b>	<b>(711,900)</b>	<b>(2,761,050)</b>	<b>2,829,079</b>	<b>2,829,078</b>	<b>(5,590,128)</b>	<b>-172.8%</b>
<b>Beginning Fund Balance</b>			<b>7,500,000</b>	<b>9,879,907</b>	<b>9,879,907</b>	<b>(2,379,907)</b>	<b>131.7%</b>
<b>Ending Fund Balance</b>			<b>\$ 4,738,950</b>	<b>\$ 12,708,986</b>	<b>\$ 12,708,985</b>	<b>\$ (7,970,035)</b>	<b>268.2%</b>

**Clackamas River Water**  
**Budget to Actuals Status Report**  
**Biennium 2023-2025**

<b>CAPITAL IMPROVEMENT PROJECTS FUND</b>	<b>Budget Appropriation BN 2023-2025</b>	<b>Actual July-Sept 2023</b>	<b>Actual FY 2023-24</b>	<b>Remaining Budget</b>	<b>Percent Used</b>
<b>Revenues</b>					
Earnings from Investments	-	994	994	-	0.0%
Grant - Hazard Mitigation	-	6,887	6,887	-	0.0%
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 7,881</b>	<b>\$ 7,881</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Capital</b>					
Manager	73,000	911	911	72,089	1.2%
Engineering Manager	108,000	18,196	18,196	89,804	16.8%
Professional & Technical	215,000	21,821	21,821	193,179	10.1%
Water Worker Distribution	87,000	1,705	1,705	85,295	2.0%
Contract Work	-	278,391	278,391	(278,391)	0.0%
Engineer Services	-	13,955	13,955	(13,955)	0.0%
Legal	-	274	274	(274)	0.0%
Overhead, Labor & Equip Cap	704,000	40,497	40,497	663,503	5.8%
Capital Outlay	8,753,000	-	-	8,753,000	0.0%
<b>Total Expenditures</b>	<b>\$ 9,940,000</b>	<b>\$ 375,750</b>	<b>\$ 375,750</b>	<b>\$ 9,564,250</b>	<b>3.8%</b>
<b>Transfers from Other Funds</b>	<b>(9,939,000)</b>	<b>-</b>	<b>-</b>	<b>(9,939,000)</b>	<b>100.0%</b>
<b>Change in Revenues, Expenditures &amp; Other Financing Sources &amp; Uses</b>	<b>(1,000)</b>	<b>(367,868)</b>	<b>(367,868)</b>	<b>366,868</b>	<b>36787%</b>
<b>Beginning Fund Balance</b>	<b>1,000</b>	<b>644,941</b>	<b>644,941</b>	<b>(643,941)</b>	<b>64494.1%</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 277,073</b>	<b>\$ 277,073</b>	<b>\$ (277,073)</b>	<b>0%</b>



**Clackamas River Water**  
**Budget to Actuals Status Report**  
**Biennium 2023-2025**

<b>SYSTEM DEVELOPMENT CHARGES RESERVE FUND</b>	<b>Budget Appropriation BN 2023-2025</b>	<b>Actual July-Sept 2023</b>	<b>Actual FY 2023-24</b>	<b>Remaining Budget</b>	<b>Percent Used</b>
<b>SDC Revenue</b>	<b>330,000</b>	<b>10,598</b>	<b>10,598</b>	<b>319,402</b>	<b>3.2%</b>
SDC Reimbursement	150,000	4,296	4,296	145,704	2.9%
SDC Improvements	180,000	6,302	6,302	173,698	3.5%
<b>Non-Operating Revenue</b>	<b>100,000</b>	<b>17,002</b>	<b>17,002</b>	<b>82,998</b>	<b>17.0%</b>
Earnings from Investments	100,000	17,002	17,002	82,998	17.0%
<b>Total Revenues</b>	<b>\$ 430,000</b>	<b>\$ 27,600</b>	<b>\$ 27,600</b>	<b>\$ 402,400</b>	<b>6.4%</b>
<b>Transfers to Other Funds</b>	<b>1,000,000</b>	<b>-</b>	<b>-</b>	<b>1,000,000</b>	<b>0.0%</b>
<b>Change in Revenues, Expenditures &amp; Other Financing Uses</b>	<b>(570,000)</b>	<b>27,600</b>	<b>27,600</b>	<b>(597,600)</b>	<b>-4.8%</b>
<b>Beginning Fund Balance</b>	<b>2,950,000</b>	<b>2,867,206</b>	<b>2,867,206</b>	<b>(2,784,413)</b>	<b>97.2%</b>
<b>Ending Fund Balance</b>	<b>\$ 2,380,000</b>	<b>\$ 2,894,806</b>	<b>\$ 2,894,806</b>	<b>\$ (3,382,012)</b>	<b>242.1%</b>



*Clackamas River Water*

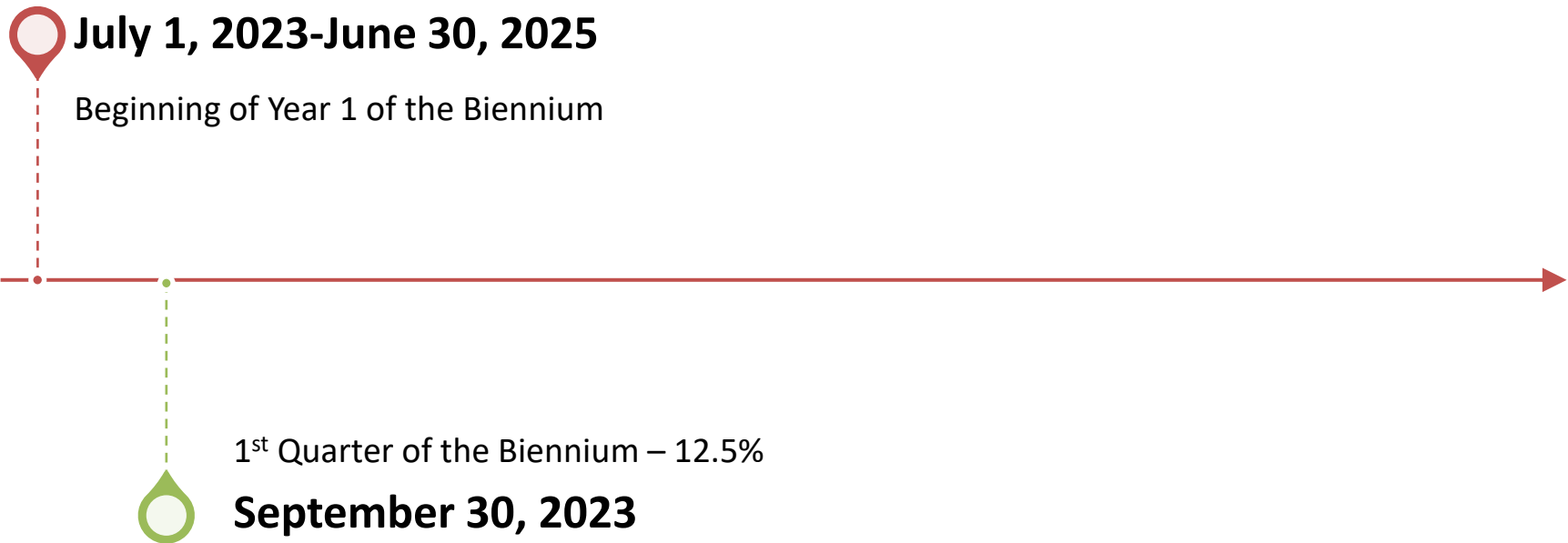
# Clackamas River Water

## 1st Quarter Update – Fiscal Year 2024

Board Meeting – November 9, 2023  
Christa Bosserman Wolfe, CPA, CFO



# Biennium (BN) 2023-2025



# General Fund Budget to Actual Status

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Revenues tracking slightly higher than anticipated (16.8% vs 12.5%) to date.  
Drivers:

Service Charges

Interest Earnings (LGIP rate 4.63%)

Transferred available funds from US Bank to LGIP to increase interest earnings



Expenses tracking slightly lower than anticipated (11.3% vs 12.5%)



Personnel savings due to vacant positions in Water Resources, FACS, and Administration



Capital outlay spending varies due to timing and supply chain issues

# General Fund Budget to Actual Status Cont'd

## Clackamas River Water Budget to Actual Status Report Biennium 2023-2025

	Budget Appropriation BN 2023-2025	Actual July-Sept 2023	Actual FY 2023-24	Remaining Budget	Percent Used
<b>GENERAL FUND</b>					
Total Expenditures	\$ 28,578,500	\$ 2,600,776	\$ 2,600,777	\$ 25,977,723	9.1%
Transfers to Other Funds	6,475,300	-	-	6,475,300	0.0%
Change in Revenues, Expenditures & Other Financing (Sources) Uses	(2,761,050)	2,829,079	2,829,078	(5,590,128)	-172.8%
Beginning Fund Balance	7,500,000	9,879,907	9,879,907	(2,379,907)	131.7%
Ending Fund Balance	\$ 4,738,950	\$ 12,708,986	\$ 12,708,985	\$ (7,970,035)	268.2%



New section to the Quarterly Reports!


Note: Ending Fund Balance is high because this is the beginning of the biennium. This will trend downward over time as we incur more expenses.



# Capital Improvement Projects Fund Budget to Actual Status

- 3.8% spent through 1<sup>st</sup> quarter.
- Continue to experience longer than normal lead times and supply chain issues that have delayed projects.
- Impacts other agencies that we are coordinating with on projects (i.e. County)
- Progress reports are provided to the Board as part of the Monthly Report





# System Development Charge Reserve Fund Budget to Actuals

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- 3.2% SDC revenue from new construction received to date
- Interest earnings trending higher than budgeted due to current rates.



The background is a solid blue color with numerous water droplets of various sizes scattered across it. The droplets are rendered with soft shadows and highlights, giving them a three-dimensional appearance. The word "Questions?" is centered in the image in a white, sans-serif font.

Questions?

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**November 9, 2023**

**SUBJECT**                      Management Report

--

**PRINCIPAL STAFF**            Todd Heidgerken  
**PERSON**

**DOCUMENTS**  
**ATTACHED**

**Table of Contents**

The Management Report will have two sections: (A) an overview of GM and Staff activity during the month; (B) informational articles (when available)

- A. Management Report
- B. Informational articles or Materials- None at this time





rest of the service lines in the system. We are issuing a notice to customers who have been selected.

5. **Regional Water Providers Consortium (RWPC) Technical Committee:** The RWPC Technical Committee met on November 1 to receive reports and updates from RWPC staff on program activities. The Technical Committee members spent most of the meeting time focusing on the RWPC staffing roles, expectations, capacities, and priorities. Currently, the RWPC has four staff who work on RWPC activities (some have split responsibilities and work a portion of their time for the Portland Water Bureau). The RWPC has also relied on the help and participation of staff from its member agencies. Given that member agencies have had their own staffing availability challenges, the RWPC staff has attempted to pick up more of the activities previously addressed by member agency staff. Approaches and results from this discussion will be part of future updates.
6. **Emergency Management Update:** Continued work on CRWP grant project. Workshop 2 is scheduled for Nov 30. The focus will be on tactical planning for emergency drinking water assets and how to access them. This work will be in partnership with Clackamas County to gain understanding of emergency transportation routes, debris management, and alignment with mass feeding and shelter planning.
7. **Security Update:** The access control project continues to be refined as we await ordered parts. Projected access control installations anticipated to be done by end of 2023.
8. **Looking Ahead:**
  - CRW Offices will be closed November 10 to observe the Veteran's Day Holiday
  - CRW offices will be closed November 23 & 24 for the Thanksgiving Holiday
  - No Work Sessions will be held in November or December
  - The agenda setting meeting for the November Board meeting will be held on Thursday, November 30 at 8:00 am
  - The CRW Regular December Board Meeting will be held on Thursday, December 14 at 6pm

**CLACKAMAS RIVER WATER**

**REGULAR BOARD MEETING**

**November 9, 2023**

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**SUBJECT** Commissioner Reports and Reimbursement Requests

<b>DRAFT MOTION</b>	<b>NO MOTION REQUIRED</b>
<b>EFFECTIVE DATE</b>	

**PRINCIPAL STAFF PERSON** Board of Commissioners

**BOARD ACTION REQUESTED** Commissioner Communications

**DOCUMENTS ATTACHED**

- Commissioner Reimbursement Requests

**Agenda Summary**

**BACKGROUND**

# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month September 2023

Commissioner's Name Naomi Angier

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting --	\$ 50.00
	CRW Work Session	\$
	Miscellaneous Meeting Executive Regional Water meeting	\$ 50.00
	SDAO Metro breakfast	\$ 50.00
		\$
		\$

Total \$ 150.00

Date	Meals	Amount
		\$
		\$
		\$
		\$

Total \$ \_\_\_\_\_

Date	Mileage *	Amount
		\$
		\$
		\$
		\$
		\$

Total \$ \_\_\_\_\_

Date	Motel/Hotel Lodging **	Amount
		\$
		\$
		\$
		\$

Total \$ \_\_\_\_\_

Date	Miscellaneous ***	Amount
		\$
		\$
		\$

Total \$ \_\_\_\_\_

\* Mileage \$ \_\_\_\_\_ per mile

\*\* Lodging bills must be attached in support of reimbursement request

\*\*\* Miscellaneous expenses to be supported with bills where possible

<b>Total Expenses</b>	\$ _____
<b>Adjustments</b>	\$ _____
<b>Amount Due Commissioners</b>	<b>\$ <u>150.00</u></b>

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted \_\_\_\_\_  
Commissioner's Signature

For Accounting:  
 Payroll: Taxable \$ 150 Non-Taxable \$ \_\_\_\_\_ entered PIR UP 10/9/2023  
 Accounts Payable: VENDOR # \_\_\_\_\_ ACCT# 01.601.5730 AMOUNT \$ \_\_\_\_\_ Entered A/P \_\_\_\_\_  
 Board: Reimbursement as of \_\_\_\_\_

  
 CFO Date 10-9-2023







# CLACKAMAS RIVER WATER

Commissioner Request for Reimbursement

Month October, 2023

Commissioner's Name Robert Rubitschun

Please Print

Date	Meetings	Amount
	CRW Regular Board Meeting - <u>10/12/2023</u>	\$ <u>50.00</u>
	CRW Work Session	\$
	Miscellaneous Meeting <u>Regional Water Providers Consortium Board Meeting 10/4/2023</u>	\$ <u>50.00</u>
		\$
		\$

Total \$ 100.00

Date	Meals	
		\$
		\$
		\$
		\$

Date	Mileage *	
		\$
		\$
		\$
		\$
		\$

Date	Motel/Hotel Lodging **	
		\$
		\$
		\$
		\$

Date	Miscellaneous ***	
<u>10/7/23</u>	<u>ANNUAL CRWP Watershed Tour</u>	\$ <u>N/a</u>
		\$
		\$

Total \$ 0.00

- \* Mileage \$ \_\_\_\_\_ per mile
- \*\* Lodging bills must be attached in support of reimbursement request
- \*\*\* Miscellaneous expenses to be supported with bills where possible

Total Expenses \$ \_\_\_\_\_  
 Adjustments \$ \_\_\_\_\_  
 Amount Due Commissioners \$ 100.00

I hereby certify under penalties of perjury and other laws regarding falsification of records and/or official misconduct, the above request for reimbursement to be accurate and complete and further certify that I am authorized to receive reimbursement as part of my authorized duties as a CRW commissioner.

Respectfully submitted Robert Rubitschun  
 Commissioner's Signature

For Accounting:			
Payroll: Taxable \$ <u>100.00</u>	Non-Taxable \$ _____	entered PIR <u>10/13/2023</u>	
Accounts Payable: VENDOR # _____	ACCT# <u>01.601.5730</u>	AMOUNT \$ _____	Entered A/P _____
Board: Reimbursement as of _____			

[Signature] 10-12-2023  
 CFO Date