



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Contract Documents with PeroxyChem LLC to Furnish and Install  
a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance  
and Technical Services for the Tri-City Water Pollution Control Plant

<b>Purpose/Outcomes</b>	Approval of a contract for PeroxyChem LLC to provide the disinfection chemical Peracetic Acid and a turn-key dosing system to the Tri-City Service District.
<b>Dollar Amount and Fiscal Impact</b>	Funding for chemical disinfection \$155,500 per year with an option to renew for two (2) additional 1 (1) year periods.
<b>Funding Source</b>	Tri-City Service District Budget fiscal year 15/16. No General Funds will be used.
<b>Duration</b>	Effective from approval date through June 30, 2016, with an option to renew for two (2) additional 1 (1) year periods.
<b>Previous Board Action/Review</b>	None.
<b>Strategic Plan Alignment</b>	1. This project supports the WES Strategic Plan to provide a safe environment to the members of our community to live, work, and play. 2. This project supports the County's Strategic Plan to ensure safe, healthy, and secure communities
<b>Contact Person</b>	Michael Trent, Wastewater Treatment Manager – 503-557-2804
<b>Contract No.</b>	TBD

**BACKGROUND:**

The Tri-City Water Pollution Control Plant (Tri-City) is located in Oregon City, Oregon. The plant is designed for an average dry weather flow capacity of 11.9-mgd and a peak flow treatment capacity of 68.6-mgd. The common plant facilities are an influent pump station, headworks with screening and grit removal, and primary treatment. The flow is then split between two secondary systems: a conventional activated sludge secondary treatment system with chlorine disinfection and a membrane bioreactor system (MBR) with UV disinfection. Solids handling consists of waste activated sludge thickening on gravity belt filters, anaerobic digestion, and centrifuge dewatering.

Tri-City currently provides disinfection to two process streams. One stream is the conventional activated sludge (CAS) effluent and the second is the MBR effluent. The CAS system is currently using 15% peracetic acid (PAA) in place of gaseous chlorine for disinfection. The MBR effluent disinfection is done with a ultra violet (UV) system.

Tri-City has been doing a full-scale pilot since October 2014 and the results have been positive. Based on these results, the Tri-City Service District (“District”) has requested a NPDES permit modification to allow the use of PAA instead of gaseous chlorine for disinfection of the CAS effluent. The Department of Environmental Quality (DEQ) has requested a continuation of the pilot to acquire more data and for the District to improve the performance of the disinfection in order to gain approval for long term use of PAA for disinfection. The anticipated date of completion of the pilot trial is December 31, 2016.

A Request for Proposals was issued November 18, 2015. At the time of closing on December 9, 2015, two responsive proposals were received: PeroxyChem LLC and USP Technologies. The proposals were reviewed by an evaluation committee. Based upon the evaluation criteria detailed in the Request for Proposal, the proposal from PeroxyChem LLC was the one best meeting the needs of the District for this project.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, a county service district, approve the contract documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant for \$155,500 per year.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the agenda of - **February 18, 2016** - by the Purchasing Division.



**LANE MILLER**  
MANAGER

**PURCHASING DIVISION**  
**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

February 11, 2016

MEMORANDUM TO THE BOARD OF COUNTY

COMMISSIONERS

Please place on the Board Agenda of February 18, 2016 approval of the contract with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant. This project was requested by Greg Giest, Director, Water Environment Services.

A Request for Proposals was issued November 18, 2015. At the time of closing on December 9, 2015, two responsive proposals were received: PeroxyChem LLC and USP Technologies. The proposals were reviewed by an evaluation committee. Based upon the evaluation criteria detailed in the Request for Proposal, the proposal from PeroxyChem LLC was the one best meeting the needs of the District for this project.

The amount of this contract is \$155,500. Funds are budgeted in the Tri-City Service District budget for FY 15/16.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, a county service district, approve the contract documents with PeroxyChem LLC to Furnish and Install a 15% Peracetic Acid Turn-Key Dosing System, Equipment Maintenance and Technical Services for the Tri-City Water Pollution Control Plant for \$155,500 per year.

Respectfully submitted,

Tom Averett, CPPB  
Buyer

**MATERIALS AND SERVICES CONTRACT WITH PEROXYCHEM, LLC. TO FURNISH AND INSTALL A 15%  
PERACETIC ACID TURN KEY DOSING SYSTEM, EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES**

This contract for materials and services (this "Contract") is entered into by and between **the Tri-City Service District (DISTRICT)**, a political subdivision of the State of Oregon, hereinafter referred to as the DISTRICT, and **PeroxyChem, LLC**, hereinafter called the CONTRACTOR, to provide the materials and services described below and in the Request for Proposals issued November 18, 2015 , the Addendum issued December 3, 2015 and the Proposal Response dated December 17, 2015, which by this reference are hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

**I. SCOPE**

This Contract covers the materials and services as described in Request for Proposals issued November 18, 2015 , Addendum No. 1 issued December 3, 2015 and the Proposal Response dated December 17, 2015. Work shall be performed in accordance with a schedule approved by the DISTRICT. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence **upon contract execution and continue through January 31, 2017**. This contract may be renewed for up to two (2) additional one year contracts with the written approval of both parties.

**II. COMPENSATION**

**A.** The DISTRICT agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **\$155,550.00**

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

- 1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- 2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
- 3.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**C.** The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, DISTRICT, or Federal employee.

**D.** The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

**E.** The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- 1.** All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- 2.** Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- 3.** Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- 4.** Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

### **III. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

- a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against the DISTRICT on account of any labor or material furnished.

**2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the DISTRICT may pay such claim

to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. In the case of contracts lawn and landscape maintenance the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.
5. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
6. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
7. The CONTRACTOR agrees to indemnify, hold harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.
8. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
9. In the event the CONTRACTOR encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the DISTRICT and CONTRACTOR. The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.
10. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this

Contract. Any violation shall entitle DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to DISTRICT'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DISTRICT shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and DISTRICT may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

IV All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

V. **INSURANCE REQUIREMENTS**

A. **COMMERCIAL GENERAL LIABILITY**

Required by DISTRICT

Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$\_\_\_\_\_ / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The DISTRICT, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

Required by DISTRICT

Not required by DISTRICT

The CONTRACTOR agrees to furnish the DISTRICT evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The DISTRICT, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

Required by DISTRICT

Not required by DISTRICT

CONTRACTOR agrees to furnish DISTRICT evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of DISTRICT, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. DISTRICT, at its option, may require a complete copy of the above policy.

**D. POLLUTION LIABILITY INSURANCE**

Required by DISTRICT

Not required by DISTRICT

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the DISTRICT for review and approval.

**E.** The certificate of insurance, other than the pollution liability insurance shall include the DISTRICT as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the DISTRICT as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the DISTRICT in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to

the DISTRICT under this insurance. This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

**F.** If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**G.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

**H.** The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include the DISTRICT as an additional insured. Proof of insurance must include a copy of the endorsement showing the DISTRICT as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the DISTRICT.

This policy(s) shall be primary insurance as respects to the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be excess and shall not contribute to it.

**I.** CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the DISTRICT.

**VI. SUBCONTRACTS**

The CONTRACTOR shall be responsible to the DISTRICT for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

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**VII. TERMINATION - AMENDMENT**

**A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

**B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County, acting as the Governing Body of the DISTRICT.

**C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The CONTRACTOR agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

PEROXYCHEM LLC  
2005 Market Street, Suite 3200  
Philadelphia, PA, 19103

Clackamas County Board of  
County Commissioners  
Acting as the Governing Body of  
the Tri-City Service District

\_\_\_\_\_  
Entity Type/State of Formation\*

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
NA  
CCB License # (if applicable)

Approved as to Form

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\* Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.