

# **REQUEST FOR PROPOSALS**

## **ENGINEERING CONSULTANT SERVICES**

### **Tumalo Wastewater System Feasibility Study - 2022**

**PROPOSALS DUE: January 27, 2022 - 2:00 PM PST**



**ROAD  
DEPARTMENT**

61150 SE 27<sup>TH</sup> STREET  
BEND, OREGON 97702  
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## SECTION 1: STATEMENT OF PROJECT

### Introduction

Tumalo is a small rural unincorporated community (population 558) located seven miles west of Bend in Deschutes County. The community is served by a water district (Laidlaw Water District) but does not have a comprehensive public wastewater system or utility.

In 2018, a local developer constructed a private wastewater system to serve development of approximately 31 single family residential lots. The system has subsequently provided connection to several commercial properties on the west side of US 20. The private system (Tumalo Property Owners Association or TPOA) has expressed an interest to expand to the east side of US 20 and potentially provide service to the remaining unserved balance of the unincorporated community boundary.

A group of property owners on the east side of US 20 have recently approached the County to conduct a feasibility analysis and evaluation of options for construction of a community wastewater system and establishment of a Sanitary District. This request comes with the understanding that extension of the TPOA system may be a viable and worthwhile option for the community and its ownership/operating structure.

Deschutes County is not a wastewater utility provider or candidate provider for any systems within the Tumalo area. However, as the jurisdictional planning entity, the County is willing to explore wastewater system viability to better understand the emerging wastewater problems in the community and help coordinate or facilitate potential creation of a solution. **The County seeks an impartial evaluation of alternatives and desires a process facilitated entirely by a qualified consultant team for community involvement and evaluation of alternatives. The County will provide project management and guidance, however the consultant team will primarily be working directly with stakeholders and committee members as this is the community's plan to consider for implementation.** To that end, the County seeks proposals from qualified consultant teams to explore the following scope items:

### PHASE ONE:

1. Develop a communications strategy and plan to initiate the feasibility study within the community and obtain input from stakeholders.
  - a. The communication plan/strategy should involve public input and check-ins at logical phases throughout the process, including updates to the Board of County Commissioners when appropriate.
  - b. Key stakeholders also include the four primary funding agencies (Oregon DEQ, Business Oregon, USDA, and Rural Community Assistance Corporation), who should be consulted at the onset of the process.
  - c. Note: In 2022, the County (Community Development Department) will be undertaking a concurrent planning process to update the Tumalo Community Plan. This process includes extensive public outreach. The consultant team will be required to coordinate outreach efforts with the Community Development Department and their consultant team (Kittelson & Associates) to, at a minimum, not confuse efforts and ideally achieve a cohesive communication and outreach strategy, if possible.
2. Establish a Tumalo wastewater advisory committee comprised of the residents, businesses, and stakeholders to:
  - a. Provide input on public involvement strategies, and assist in conducting public outreach such as community open houses/forums.
  - b. Review and gain an understanding of existing conditions and DEQ regulations (Task 3 below) and the necessity and timing of a community wastewater solution.
  - c. Review and provide comments on the evaluation of the TPOA expansion option and new municipal wastewater collection and treatment options (Tasks 4 and 5 below).
  - d. Review and provide comments related to the governance and ownership/operating structure of alternative (Task 6).

- e. Recommend a preferred option to address the future of wastewater treatment in the community (Task 7).
3. Research existing and available septic system data and quantify the functionality of the existing systems, including, but not limited to the average age of existing systems, lifecycles, and commercial/residential occupancy. The purpose of this research is to identify the extent of the problem to inform the Tumalo community of the potential need for a community solution and the timing of the solution.
  - a. Estimate the remaining life or viability of the existing systems in use within the community.
  - b. Evaluate repair options (if any) and costs for existing system types in use.
  - c. Provide a basic evaluation of development and re-development constraints related to lot size and soil conditions in Tumalo.
  - d. Provide a recommendation of the necessity and timing of a community wastewater solution in Tumalo.
    - i. If recommended, identify the specific service area necessity in consideration of lot size and zoning.
4. Evaluate the existing TPOA system for expansion opportunities and the ability to serve buildout of the unincorporated community boundary of Tumalo, including:
  - a. Capital expansion costs.
  - b. Operation and maintenance costs.
  - c. Capital funding options (grants, loans, etc.).
  - d. Estimate rate calculations, inclusive of all costs associated with construction, operation, and maintenance of a wastewater utility, such as connection fees, necessary operational contingencies and long term capital replacement reserves.
  - e. Identify potential phasing options for construction of an expanded TPOA system.
  - f. Evaluate the potential of conversion (via purchase or other acquisition) of the system to a public system owned and operated by a Sanitary District or other municipal entity.
  - g. Evaluate the pros and cons of the TPOA system under the current ownership and operational structure.
5. Provide a minimum of three new municipal wastewater collection and treatment options to serve buildout of the unincorporated community boundary of Tumalo:
  - a. Provide individual estimates or analysis for:
    - i. Capital expansion costs.
    - ii. Operation and maintenance costs.
    - iii. Capital funding options (grants, loans, etc.).
    - iv. Estimate rate calculations, inclusive of all costs associated with construction, operation, and maintenance of a wastewater utility, such as connection fees, necessary operational contingencies and long term capital replacement reserves.
    - v. Identify potential phasing options for construction.
  - b. The three system options should provide alternatives which consider and represent the lowest capital cost, lowest operating cost, timing, and environmental stewardship within the community.
6. Provide a summary of governance options for ownership and operation of a wastewater system in Tumalo, including Sanitary District formation, Property Owner Association (TPOA model), and any other options for the community.
  - a. Provide a list of pros/cons for each option.
7. Provide an overall recommendation for development of a comprehensive wastewater collection and treatment system in Tumalo with consideration of:
  - a. Cost (near and long term)
  - b. Governance structure (or ownership/operating structure)
  - c. Timing
8. Provide a detailed plan to identify implementation steps for the preferred option.

- a. This Feasibility Study will provide a road map for future implementation if the community is not ready to proceed with a community wastewater system at this time.

## PHASE TWO:

Provide a Wastewater Planning Document (Preliminary Engineering Report) per the requirements and recommendations of the Water Facility Planning Guide (2018), published by the Oregon DEQ, Business Oregon, USDA, and Rural Community Assistance Corporation; these requirements can be viewed at <https://www.rd.usda.gov/files/OR-Guide-PreparingWastewaterPlanningDocuments-07.2018.pdf>.

Phase Two tasks will be negotiated with the top-ranked proposer, and those tasks will be itemized within the Contract; however, **notice-to-proceed for Phase Two work will occur separately and may be eliminated from the scope pursuant to the outcomes of the Phase One work and process.** The County will allow up to **six months for completion of Phase One tasks.** Schedule for Phase Two tasks will be negotiated at time of notice-to-proceed for Phase Two.

## SECTION 2: PROPOSAL PREPARATION, SCHEDULE, CRITERIA AND REVIEW

There will be no mandatory pre-proposal meeting. All questions shall be made in writing via email to Chris Doty, Public Works Director ([chris.doty@deschutes.org](mailto:chris.doty@deschutes.org)) by **2:00 p.m. (PST) January 13, 2022.** Faxed requests for information will not be accepted. Responses to questions will be made in writing as soon as practical and no later than **January 20, 2022.**

Consultants intending to submit a proposal **must register on-line** when retrieving the RFP packet for this project at: <https://www.deschutes.org/rfps>.

Proposals must be received by the Deschutes County Road Department office no later than **2:00 pm (PST), January 27, 2022.** **Proposals received after the deadline will not be considered.**

The County anticipates the following schedule for the project:

RFP Advertisement:	December 15, 2021
Proposal Due Date:	January 27, 2022 (2:00 PM)
RFP Review completed:	February 10, 2022
County Commission approval of contract:	March 14, 2022
Notice to proceed:	March 14, 2022

The Proposal will be judged on the completeness and quality of content. Only those consultants who supply complete information as required in the Evaluation Criteria below will be considered for evaluation. Deschutes County reserves the right to reject any or all proposals. It is understood that all statements will become part of the public file on this matter, without obligation to Deschutes County. The County is not liable for any cost incurred by the consultant in the preparation or presentation of their proposal.

### Evaluation Criteria:

The Proposal submitted shall respond to the following criteria in the order as listed below:

	ITEM	MAXIMUM PAGE ALLOWANCE	SCORE
A	Introductory Letter	1	0
B	Project Team	3	35



C	Firm's Capabilities	1	15
D	Project Understanding and Approach (Scope)	4	40
E	Communication and Availability	1	5
F	Supportive information (references, resumes, licenses, etc.)	6	5

### Criteria Explanation:

A. Introductory Letter: A statement in the introductory letter shall specifically stipulate that all terms and conditions contained in the RFP are accepted by the consultant. The letter shall also name the person(s) authorized to represent the consultant in any negotiations and sign any contract which may result.

B. Project Team: This criterion relates to the project principal, the project manager, key staff and sub consultants. The basic issue is how well the team's qualifications and experience relate to this specific project. Elements to be considered:

- Extent of principal's involvement
- Key member experience on similar projects
- Team experience on similar projects
- Unique qualifications of key members
- Qualifications and relevant individual experience
- Qualifications and relevant sub-consultant experience
- Comprehensive team expertise to cover all phases of the project
- Project manager's expertise with similar projects and with interdisciplinary teams
- Approximate number of people to be assigned to the project
- Organizational Chart (Project Team) may be included under supportive information
- Familiarity with appropriate state, federal, and local laws and regulations
- Project Manager or Principal must be a licensed Professional Engineer in Oregon.

C. Firm Capabilities: This criterion relates to the firm's capabilities and resources in relation to the project. Elements to be considered:

- Resources available to perform the work for the duration of the project (Include Capacity Chart, i.e., Can the firm accommodate the work?)
- Other on-going projects
- Similar projects (by type and location) performed within the last five years that best characterize work quality and cost control
- Similar projects completed for other government agencies (references will be contacted by Deschutes County)
- The firm's experience with Deschutes County
- Internal procedures and/or policies associated or related to work quality and cost control
- Management and organization capabilities

D. Project Understanding and Approach: This criterion relates to the basic or preliminary understanding of the project, and the methodology and course of action used to meet the goals and objectives of the project. The basic issue is whether the firm has a clear and concise understanding of the project (based on existing information) and the major issues to address and whether a project approach has been formulated. Elements to be considered:

- The firm's basic understanding of the project as demonstrated within their proposal.
- Provision of a clear and concise explanation of work required.

- A typical project schedule that shows major tasks and approvals required to complete the job on schedule.
- **The County's budget for this Project will not exceed \$150,000 (Phase One and Phase Two). The consultant shall comment on the adequacy of this budget to achieve the desired deliverables.**
- **A draft, line item scope of work for consultant services (not including hourly or cost estimates within the body of the proposal) should be included.**
- The consultant may propose an alternative approach to Phase One in its entirety or elements therein.

E. Communication and Availability: This criterion relates to the consultant's accessibility, availability, and interaction with the Deschutes County staff. Elements to be considered:

- Ability to establish and maintain functional and productive working relationships.
- Accessibility for interaction with Deschutes County staff.
- Effectiveness of presentation skills.
- Community engagement skills.

F. Supportive Information: Supportive material may include graphs, charts, photographs, resumes, references, etc., and is totally discretionary, but, as outlined in the Evaluation Criteria, it will be scored. Elements to be considered:

- Quality and relevancy of material provided

**NOTE:** All proposals submitted in response to this RFP shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. ***Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.*** If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be **red**, and the header or footer for each page must provide as follows: "Not Subject to Public Disclosure." Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals.

### SECTION 3: EVALUATION

A RFP evaluation committee will be appointed to evaluate the submitted proposals. Consultants will be evaluated on their response to the evaluation criteria.

### SECTION 4: SELECTION

The proposals will require up to 21 calendar days for evaluation. The top ranked firms may, at the County's discretion, be required to make a presentation in support of their proposal to the evaluation committee. The interview will serve to assist the County in selecting the successful firm and will serve as a tool to refine scoring of the RFP to produce a final ranking. Contract negotiations will follow the selection of the top firm. An initial scope and fee proposal will be required to be submitted within 14 calendar days of notification. The consultant selection process will be carried out under Oregon Revised Statutes, Chapter 279C.110.

### SECTION 5: CONTRACT REQUIREMENTS AND ADMINISTRATION

The successful consultant will be required to enter into a County Services Contract (see attached) with Deschutes County. The successful consultant must also submit documents addressing tax law, professional liability insurance, workers compensation, and overhead expense as part of the contract, as well as an Oregon tax account number.

If the County and the top ranked consultant are not able to negotiate a contract, the County will initiate negotiation with the second place consultant, and so on.

Any reference or general condition of employment of consultant that seeks to have State of Oregon indemnify and hold harmless the consultant, its sub-consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages arising out of, or resulting from the performance of work by consultant, or the work of others, is limited to the extent permitted by Oregon Constitution, Article XI, Section 7, and the Oregon Tort Claims Act ORS 30.300 inclusive.

## **SECTION 6: SUBMISSION**

Submit the Proposal in pdf format (10 MB maximum file size) as an email attachment to [chris.doty@deschutes.org](mailto:chris.doty@deschutes.org) no later than **2:00 pm (PST), January 27, 2022**. Enter **"RFP: Tumalo Wastewater System Feasibility Study, 2022"** as the email subject line.

Direct all other questions or inquiries to:

Chris Doty, Public Works Director  
541.322.7105  
[chris.doty@deschutes.org](mailto:chris.doty@deschutes.org)

Attachments:

TPOA Declaration  
TPOA As-Builts  
TPOA WPCF Permit  
Deschutes County Consultant Contract Template

AFTER RECORDING RETURN TO:

Kine LLC

250 NW Franklin Ave., Ste. 401

Bend, OR 97703



01200628201800439640180188

\$178.00

D-CCR

Cnt=1 Str=4 SRB

**10/31/2018 03:09 PM**

\$90.00 \$11.00 \$61.00 \$10.00 \$6.00

*Covenants, Conditions and Restrictions  
including*

**DECLARATION OF JOINT USE AND MAINTENANCE OBLIGATIONS  
FOR PRIVATE COMMUNITY SEWER SYSTEM**

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## **DECLARATION OF JOINT USE AND MAINTENANCE OBLIGATIONS FOR PRIVATE COMMUNITY SEWER SYSTEM**

THIS DECLARATION OF JOINT USE AND MAINTENANCE OBLIGATIONS FOR PRIVATE COMMUNITY SEWER SYSTEM ("Declaration") is made and entered into effective this 26<sup>th</sup> day of October 2018 by Kine, LLC and Tumalo Investments, LLC (the "Declarant").

### **RECITALS**

The Declarant is the owner of all of the property located in the unincorporated community of Tumalo, Deschutes County, Oregon identified in Exhibit A (the "Property"):

The Property consists of legal lots previously created by virtue of a recorded township plat entitled "Map of the Townsite of Laidlaw, Crook County, Oregon". Declarant is not subdividing property or creating a subdivision, subject to the Oregon Planned Community Act, ORS Chapter 94. However, the unincorporated community of Tumalo does not have a public community sewer system and all property within that community must rely upon private community sewer facilities.

To provide sanitary sewer service to each existing Lot, Declarant intends to create an association of property owners that will construct, own, maintain and repair a Private Community Sewer System for the common benefit of each Lot within the Property and to other properties within the unincorporated community of Tumalo, and future properties that may decide to connect to that system subject to the terms of this Declaration. To assure that the Private Community Sewer System is maintained, repaired or reconstructed as needed, Declarant is recording this Declaration incorporating those provisions from ORS Chapter 94 that will assure the proper maintenance, repair or reconstruction of the private sewer system so that the properties served by the Private Community Sewer System will continue to have effective sanitary sewer services as long as those services are needed.

The Declarant has deemed it desirable for the efficient operation of the Private Community Sewer System to create an Association of Owners of properties that will connect to and use the private community sewer system as a nonprofit corporation, to which will be delegated and assigned the powers and authority to own, maintain and repair the Private Community Sewer System to administer the affairs of the Association, and to collect and disburse the assessments and charges hereinafter created.

The Declarant reserves the right for itself, and the Board of Directors of the property owners' association to allow additional properties to connect to the Private Community Sewer System and to become members of the Association, on the condition that any property that connects must agree to be obligated by the terms of this Declaration and record an acknowledgment document to that effect in the Deschutes County Recorder's Office.

NOW THEREFORE, the Declarant declares that the Property, and any additional property that connects to the Private Community Sewer System, shall be held, transferred, sold, conveyed and occupied subject to the following obligations, covenants, conditions, charges and liens, which shall run with the land, which shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of the Association and of each Owner.

## **ARTICLE 1**

### **DEFINITIONS**

1.1 "Additional Property" shall mean and refer to any Lot or Parcel, as defined in Article 1.8 below that connects to the Private Community Sewer System defined in Article 1.12 below and becomes subjected to this Declaration.

1.2 "Articles" shall mean the Articles of Incorporation for the nonprofit corporation, Tumalo Property Owners Association, as filed with the Oregon Secretary of State.

1.3 "Association" shall mean and refer to Tumalo Property Owners Association, its successors and assigns.

1.4 "Board" or "Board of Directors" shall mean the Board of the Association.

1.5 "Bylaws" shall mean and refer to the Bylaws of the Association.

1.6 "Declaration" shall mean the covenants, conditions, obligations, and all other provisions set forth in this Declaration.

1.7 "Declarant" shall mean Kine, LLC and Tumalo Investments, LLC

1.8 "Lot" and "Parcel" shall mean and refer to each and any piece of real property whether legally described as a platted lot, or portion thereof, or with a metes and bounds description, now located within the Property, or which may be subsequently served by the Private Community Sewer System.

1.9 "Members" shall mean and refer to the Owners of any property that connects to the Private Community Sewer System and thereby, becomes a member in the Association subject to this Declaration.

1.10 "Owner" shall mean and refer to the currently recorded owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel or a purchaser in possession of a Lot or Parcel under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot or Parcel merely as security for the performance of an obligation.



1.11 "Private Community Sewer System" shall mean and refer to that community sewer system constructed by the Declarant to serve the Property and any Additional Property, which system will be owned and maintained by the Association.

1.12 "Property" shall have the meaning attributed to such term in the Recitals of this Declaration.

1.13 "Reserve Account(s)" shall mean and refer to an account set up by the Board to hold funds for construction, improvements or maintenance of the Private Community Sewer System, and any other property for which the Association assumes responsibility for maintenance, repair or replacement obligations.

1.14 "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Members.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Initial Development. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Deschutes County, Oregon, and depicted on the township plat entitled "Map of the Township of Laidlaw, Crook County, Oregon (now within Deschutes County)". The initial development consists of the Lots and other associated property described in Exhibit A.

2.2 Additional Property. Additional Property may be connected to the Private Community Sewer System at the designation of the Declarant or Board of Directors for the Association. Provided, however, such Additional Property and the Owners of said property must agree to be obligated under the provisions of this Declaration and record an Acknowledgment to that effect, substantially in the form attached to this Declaration as Exhibit B, in the real property records of Deschutes County.

2.2.1 Voting Rights of Additional Lots. Upon connecting to the Private Community Sewer System and recording the Acknowledgment, additional property shall be entitled to voting rights as set forth in Section 6.6 below.

2.2.2 Additional Lot Owners as Members. After complying with the procedures for connecting to the Private Community Sewer System, Owners of Lots or Parcels in the Additional Property shall be Members and shall be subject to this Declaration. The Association shall reallocate the regular assessments to assess each Owner of a Lot or Parcel a share of the total expenses of the Association, based upon the number of Equivalent Dwelling Units ("EDUs") assigned to their properties.

### **ARTICLE 3**

#### **OWNERSHIP AND EASEMENTS**

3.1 Non-Severability. The Private Community Sewer System serving each Lot or Parcel will be within an easement under which the Association will be the Grantee. The interest of each Owner in the use and benefit of the Private Community Sewer System shall be appurtenant to the Lot or Parcel owned by the Owner. Subject to an Owner's right to terminate their membership in the Association as provided in Section 6.3, no Lot or Parcel shall be conveyed by the Owner separately from the interest in the Private Community Sewer System. Any conveyance of any Lot or Parcel shall automatically transfer the right to use the Private Community Sewer System without the necessity of express reference in the instrument of conveyance, provided that upon any conveyance of property and transfer of the right to use the system, the Association shall be entitled to collect the greater of a \$350.00 transfer fee per EDU (equivalent dwelling unit) or lot or portion of a lot if no structures are built. Subject to the Associations right to adjust the transfer fee as provided for in Section 4.3, the transfer fee shall increase by 3% beginning in the year 2020 and each year thereafter. The Declarant shall not be subject to any transfer fee upon conveying any property that is connected to or that may connect to the Private Community Sewer System. During the period of Declarant control, the Declarant may waive any transfer fee at its sole discretion.

3.2 Additional Property. Upon the recordation of the Acknowledgment of this Declaration against any Additional Property that connects to the Private Community Sewer System, the Owners of Additional Property shall have the benefit and use of all the easements specified in this Article in the same manner and to the same degree as existing Owners of the Property.

3.3 Additional Easements. To allow for expansion of the Private Community Sewer System, the Declarant, and/or the Association has the authority to enter into additional easements. In addition, notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by the ruling jurisdiction for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property.

### **ARTICLE 4**

#### **OWNERSHIP AND MAINTENANCE OF COMMUNITY SEWER SYSTEM**

4.1 Description of System. The Property and any Additional Property subject to this Declaration will be served by a privately owned and maintained community sewer system. That system will include the following improvements and facilities/equipment: tanks, pipes, a control building and associated equipment and utilities.

4.2 Association's Authority to Borrow Money. The Association will own the community sewer system and be responsible for all maintenance, repair and replacement of the improvements and facilities/equipment that are part of the system. The Association will acquire and Construct the Private Community Sewer System, including all of its improvements and facilities/equipment using a loan from the Declarant. The



Association shall have authority to expand the Private Community Sewer System to add capacity to meet, accommodate, and add property to the system. The Association shall have authority to borrow money from Declarant to fund any such expansion using a loan agreement. Any loan from the Declarant shall be pursuant to a separate loan agreement and promissory note, which shall include a provision stating that the Association is obligated to repay the loan only to the extent that it obtains connection fees from Additional Properties or transfer fees from existing or additional Properties that become subject to the terms of this Declaration, or receives interest payments on any funds held.

4.3 Future Connection/Expansion. The Association shall have the right and authority to allow additional properties to connect to and use the Private Community Sewer System provided the properties become subject to the Declaration and pay a connection fee and/or transfer fee. The fee shall be established by the Declarant if moneys are still owed to the Declarant. All connection and transfer fees collected, and interest earned by the Association from properties that connect to the Private Community Sewer System shall be paid by the Association to the Declarant as repayment of any Declarant Loans, until those loans from the Declarant are repaid in full. Upon full repayment of all Declarant Loans, including all principal and interest, the Association may adjust the connection fee and transfer fee at its discretion. The Association shall keep records of all connection or other fees it collects from properties and make those records available to the Declarant upon a request.

## **ARTICLE 5**

### **EASEMENT PROPERTY**

5.1 Condemnation of Easement Property. If all, or any, portion of any Easement Property is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, and there is a separate award to the Association, the entire award shall be received by and expended by the Board in a manner that, in the Board's discretion, is in the best interest of the Association and the Owners. The Association shall represent the interest of all Owners in any negotiations, suit, action or settlement in connection with such matters.

5.2 Damage or Destruction of Easement Property. If all or any portion of any Easement Property is damaged or destroyed the Association is obligated to repair such damage first, using any insurance proceeds that may be available and then, using funds available as provided in Article 7. The reasonable costs incurred in connection of such repairs shall become a special assessment upon the Lot and against the Owner who caused or is responsible for such damage.

## **ARTICLE 6**

### **MEMBERSHIP IN THE ASSOCIATION; MANAGEMENT**

6.1 Organization. Declarant has organized an Association of Owners, consisting of properties that will be served by the Private Community Sewer System. The Association has been organized under the name of Tumalo Property Owners Association, as a nonprofit Oregon corporation with the recording of this Declaration, the

Bylaws and the Articles of Incorporation. The Association shall have property, powers, and obligations as set forth in this Declaration and the Association Bylaws for the benefit of the Property, including any Additional Property, and the Members. The Articles of Incorporation of the Association provide for its perpetual existence. In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of all Owners of the same name. In such event, all of the property, powers, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall, thereafter, be confirmed and evidenced by appropriate conveyances and assignments. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and the Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated association. The Articles of Incorporation and Bylaws of the Association adopted and duly amended shall be deemed covenants running with the ownership of the Lots, and shall be binding upon the Owners as if recited verbatim herein. The Association shall be governed by a Board of Directors elected in the manner set forth in the Bylaws.

6.2 Members. Each Owner of any Lot or Parcel that connects to the Private Community Sewer System shall be a member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any such property. Transfer of ownership of such property shall transfer automatically membership in the Association. Without any other act or acknowledgment, Occupants and Owners shall be governed and controlled by this Declaration, the Articles, Bylaws, and the Rules and Regulations of the Association and any amendments thereof.

6.3 Termination of Membership/Termination Fee. The Association constructed the Private Community Sewer System using financial projections based upon the assumption that each Lot and Parcel in the Initial Development would remain members of the Association and pay assessments to defray the cost of constructing and operating the system. Thus, it is essential to the Association's ability to continue operating the system, to receive assessments from each Lot or Parcel in the Initial Development. If the Owner(s) of any Lot or Parcel in the Initial Development elects to not connect to the Private Community Sewer System, they may terminate their membership in the Association only upon the payment to the Association of a Termination Fee, to be determined by the Association based upon the anticipated revenues the Association would have received from that Lot or Parcel over a 15 year period of time accounting for the value of money at 3% per annum.

6.4 Control of Affairs of Association. The Declarant shall appoint the Board of Directors and control the Association until administrative responsibility for the Association, is turned over to the Owners. Recognizing Declarant's substantial investment in the Private Community Sewer System, and the loans it makes to the Association for the construction and future expansion of the system, Declarant shall retain administrative control over the Association until all loans it provided to the



Association are repaid and until it no longer owns any property subject to this Declaration.

6.5 Control After Turnover. After Turnover, the affairs of the Association shall be controlled by its Board of Directors elected pursuant to the provisions of the Bylaws. The Board of Directors shall have the powers and duties set forth in the Bylaws.

6.6 Proxy. Each Owner may cast such Owner's vote in person, by written ballot or pursuant to a proxy executed by such Owner. An Owner may not revoke a proxy given pursuant to this Section 6.5 except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall not be valid if it is undated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless the proxy specifies a shorter term.

6.7 Voting Rights. The Association shall have two (2) classes of voting members:

- (a) Class "A" Membership: Shall include all owners of Lots or Parcels subject to this Declaration other than the Declarant and each Class A members is entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.
- (b) Class "B" Membership: Shall include only the Declarant, its successors and assigns, The Class B member is entitled to ten (10) votes for each Lot or Parcel owned that is subject to this Declaration. Class "B" member shall cease and be converted to Class A membership upon the earlier of:
  - (i) When one hundred (100%) percent of the Lots or Parcels owned by Declarant or an affiliate that are subject to this Declaration have been sold and conveyed to owners other than the Declarant or an affiliate ("termination date") or
  - (ii) At such earlier time as Declarant may elect in writing to terminate Class B membership

When more than one (1) person or entity owns a Lot or Parcel, the vote for such Lot or Parcel may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

6.8 Procedure. All meetings of the Association, the Board, and any other Association Committees shall be conducted using Robert's Rules of Order.

6.9 Professional Management. The Declarant or Board may employ a professional manager to manage the affairs of the Association. Any agreement for professional management shall provide that the management contract may be terminated

for any reason with no more than thirty (30) days notice.

## **ARTICLE 7**

### **FUNDS AND ASSESSMENTS**

7.1 Right to Assess and Purpose of Assessments; Expenses. In addition to charging connection and transfer fees as provided in Article 4.3, the Association shall have the authority to assess members for (i) operating expenses of operating the Private Community Sewer System; (ii) regular maintenance of the system; (iii) repairs to the system components; (iv) reserves and/or replacement of components of the system and other capital improvements; (v) for the administration and operation of the Association; and (vi) for property and liability insurance.

7.2 Covenants to Pay. Each Owner covenants and agrees to pay the Association the assessments and any additional charges levied pursuant to this Declaration or the Bylaws. All assessments for operating expenses, repairs and replacement and reserves shall be allocated among the properties connected to the Private Community Sewer System and their Owners as set forth in Section 7.4.3.

7.2.1 Funds Held in Trust. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely as set forth in Section 7.1. Upon the sale or transfer of any Lot or Parcel, the Owner's interest in such funds shall be deemed automatically transferred to the successor in interest to such Owner. All funds labeled as Reserve Funds shall be maintained in an interest bearing account or the equivalent.

7.2.2 Offsets. No offsets against any assessment shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

7.2.3 Right to Profits. Association profits, if any, shall be the property of the Association and shall be contributed to the Current Operating Account.

7.3 Basis of Assessment/Commencement of Assessments. Assessments for operating expenses, regular maintenance and routine repairs shall be based upon each connecting property's determined level of use of the system as determined by the Board at the time the property connects to the system using Equivalent Dwelling Units ("EDUs"). The Board shall make adjustments to assessments on any property if the Owner of any property changes the uses on the property in a manner that either increases or decreases the level of use of the system. The Board shall include within the assessments an amount to be allocated to a Reserve Fund for the repair and replacement of the major components of the Private Community Sewer System as provided for in Section 7.4.2.

7.3.1 Commencement of Operating Assessments. The date of commencement of the assessments for additional properties shall be the date the first



property connects to the Private Community Sewer System and has a certificate of occupancy. For the Lots and Parcels within the Initial Development, as identified in Section 2.1 and Exhibit A, the date of commencement of the assessment shall be the first day after the Lot or Parcel is conveyed by the Declarant to a third party, whether in a consensual sale or a condemnation. The Declarant or Board shall have the sole discretion to delay the date of any assessment.

7.4 Annual Assessments. The Board shall determine the assessments against each property on an annual basis. Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. The initial annual assessment shall be determined by the Board and shall be prorated on a monthly basis at the time of the first property connects to the Private Community Sewer System. For prorating purposes, any portion of a month shall count as a full month. Annual assessments shall be payable monthly. The fiscal year shall be the calendar year unless another year is adopted by vote of the Association members.

7.4.1 Budgeting. Each year the Board shall prepare, approve and make available to each member of the Association a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Private Community Sewer System and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of such improvements as provided in Section 7.4.2; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of Private Community Sewer System. Notwithstanding that budgeting shall be done on an accrual basis, the Association's books shall be kept on a cash basis and the Association shall be a cash basis taxpayer, unless applicable governmental regulations require otherwise. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy or summary thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot or Parcel, within thirty (30) days after adoption of such budget. If any Additional Property connects to the Private Community Sewer System and becomes subject to this Declaration, the Board shall approve a new budget for the remainder of the current fiscal year.

7.4.2 Reserve Fund. The Board shall determine on an annual basis that portion of the assessments that will be allocated to a reserve fund to be used for the repair and/or replacement of major components of the Private Community Sewer System. All Reserve Funds shall be held in an interest bearing account or the equivalent.

7.4.3 Allocation of Assessments. The total amount in the budget shall be charged prorated based upon EDU against all Lots or Parcels as annual assessments.

7.4.4 Nonwaiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed.

7.5 Special Assessments. The Board and/or the Owners shall have the power to levy special assessments against an Owner or all Owners in the following manner for the following purposes:

7.5.1 Correct Deficit. To correct a deficit in the operating budget, by vote of a majority of the Board;

7.5.2 Special Obligations of an Owner. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under this Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board;

7.5.3 Repairs. To collect additional amounts necessary to make repairs or renovations to the Private Community Sewer System if sufficient funds are not available from the operating budget or replacement reserve accounts, by vote of a majority of the Board; or

7.6 Accounts.

7.6.1 Types of Accounts. Assessments collected by the Association shall be deposited into a federally insured banking institution. The Association will maintain two (2) accounts, one for operating funds and one for money held in reserve for all items included within the annual reserve study, which shall be in an interest bearing account or the equivalent.

7.6.2 Additional Accounts. Nothing in this Declaration shall restrict the Association or the Board from creating a Reserve Account for the purpose of funding capital projects or additional existing repairs and maintenance.

7.6.2.1 Special Reserves. Other special reserve funds may be set up by the Board by special assessments of the Owners who benefit thereby as may be required by the Declaration or otherwise determined by the Association to be appropriate.

7.6.2.2 Refunds of Assessments. Assessments paid into the Operating or other additional accounts are the property of the Association and are not refundable to sellers or Owners of Lots or Parcels. Sellers or Owners of Lots and Parcels may treat their outstanding share of any account balance as a separate item in the sales contract providing for the conveyance of their Lot or Parcel.

7.7 Default in Payment of Assessments, Enforcement of Liens.



7.7.1 Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lot or Parcel to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure), the grantees shall be jointly and severally liable with the grantors for all Association assessments imposed through the recording date of the instrument effecting the conveyance. A suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

7.7.2 Association Lien. The Association shall have a lien against each Lot or Parcel for any assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent. Such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suit or action is instituted), actual administrative costs, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Recording of the Declaration constitutes record notice and perfection of the lien. Said lien may be foreclosed at any time. The Association shall record a notice of a claim of lien for assessments and other charges in the deed records of Deschutes County, Oregon, before any suit to foreclose may be filed. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded before the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender that is recorded before the Association's notice of lien.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

8.1 Records. The Board shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board also shall keep detailed and accurate financial records, including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot or Parcel, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and Board committees, and the Association's financial records shall be maintained in the state of Oregon and reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for providing copies, including charges for administrative time.

8.2 Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify the Declarant, and any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that such person is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of



another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had reasonable cause to believe that such person's conduct was unlawful. Payment under this clause may be made during the pending of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a Director, officer, employee or agent shall have a right of contribution over and against all other Directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

8.3 Enforcement; Attorneys' Fees. The Association and the Owners and any mortgagee holding an interest on a Lot or Parcel shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to such parties or Owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration (including without limitations, for the collection of assessments), the prevailing party shall be entitled to its actual administrative costs incurred because of a matter or event which is the subject of the suit or action, attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court. In addition thereto, the party bringing such action shall be entitled to its reasonable attorneys' fees and costs incurred in any enforcement activity or to collect delinquent assessments, together with the Association's actual administrative costs, whether or not suit or action is filed.

8.4 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

8.5 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent

(90%) of the Owners and ninety percent (90%) of the first mortgagees; provided, however, that if any of the provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions herein contained imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or, in the event the rule against perpetuities applies, until twenty-one (21) years after the death of the last survivor of the now living descendants of Ex-President George Bush.

8.6 Amendment. Except as otherwise provided in Section 8.6, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law; provided, however, that no amendment of this Declaration shall effect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and the Oregon Nonprofit Corporation Act.

8.7 Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing the Property, such conflict shall be resolved by looking to the following documents in the order shown below:

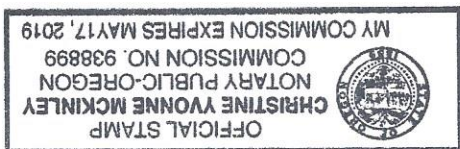
1. Declaration;
2. Articles;
3. Bylaws;
4. Rules and Regulations.



IN WITNESS WHEREOF, the Board has executed this instrument this 31<sup>st</sup> day of October, 2018.

KINE, LLC, Declarant

An Oregon Limited Liability Company



By: [Signature]  
Larry Kine, Member

Christine Yvonne McKinley  
STATE OF OREGON )

County of Deschutes )

ss.

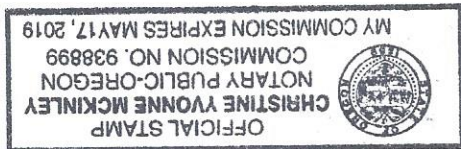
October 31, 2018

Personally appeared Larry Kine, who, being duly sworn, did say that he/she is the Member of Kine, LLC, an Oregon Limited Liability Company, and that the foregoing instrument was signed in behalf of said company/corporation; and acknowledged said instrument to be its voluntary act and deed.

IN WITNESS WHEREOF, the Board has executed this instrument this 31<sup>st</sup> day of October, 2018.

Tumalo Investments, LLC, Declarant

An Oregon Limited Liability Company



By: [Signature]  
Larry Kine, Manager

Christine Yvonne McKinley  
STATE OF OREGON )

County of Deschutes )

ss.

October 31, 2018

Personally appeared Larry Kine, who, being duly sworn, did say that he/she is the Member of Kine, LLC, an Oregon Limited Liability Company, and that the foregoing instrument was signed in behalf of said company/corporation; and acknowledged said instrument to be its voluntary act and deed.

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

All of Block twenty-seven (27) of LAIDLAW, recorded August 1, 1918 in Cabinet A, Page 38, Deschutes County, Oregon.

EXCEPTING THEREFROM that portion dedicated to the public by instrument Recorded September 27, 2001 in Instrument No. 2001-47427.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in Block 28 of LAIDLAW, recorded August 1, 1918 in Cabinet A, Page 38, Deschutes County, Oregon, lying West of the Highway.

Lots 1 and 2 in Block 34 and Lots 9, 10, 11 and 12 in Block 35 of LAIDLAW, recorded August 1, 1918 in Cabinet A, Page 38, Deschutes County, Oregon.

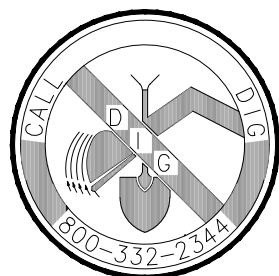
EXCEPTING THEREFROM that portion deeded to Deschutes County, a political subdivision of the State of Oregon, by instrument Recorded February 6, 2002, Instrument No. 2002-07266.

TOGETHER WITH those portions of the vacated alleys and streets inuring thereto Blocks 27, 28, 34 and 35. ALSO TOGETHER WITH a portion of Blocks 35, 36 and 37 and the vacated alleys and streets vested in said Blocks 35, 36 and 37 of the 1904 plat of Laidlaw in Section 31, Township 16 South, Range 12 East of the Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows: Commencing at the #5 rebar with a 2" aluminum cap stamped "LS 2390" in the pavement of Bailey Road monumenting the northwest corner of Lot 1, Block 36 of the plat of Laidlaw, the Point of Beginning; thence along the south right-of-way line of 8th Street N 89° 58' 34" E a distance of 405.23 feet to the #5 rebar with a 2" aluminum cap stamped "LS 2390" monumenting the intersection of said south right-of-way line with the centerline of the vacated alley in Block 35; thence leaving said south right-of-way line and along said alley centerline S 00° 04' 18" E a distance of 166.47 feet; thence leaving said alley centerline S 61° 05' 34" W a distance of 7.80 feet; thence 457.83 feet along the arc of a curve to the left with a radius of 640.00 feet and a long chord which bears S 40° 35' 57" W 448.13 to the prolongation of the south line of Lot 3, Block 37; thence along said south line S 89° 57' 55" W a distance of 1.23 feet to a #5 rebar with a 2" aluminum cap stamped "LS 2390" monumenting the southeast corner of said Lot 3, Block 37; thence continuing along said south line S 89° 57' 55" W a distance of 105.13 feet to the east right-of-way line of Strickler Avenue; thence leaving said south line and along said east right-of-way line N 00° 04' 14" W a distance of 179.95 feet to a #5 rebar with a 2" aluminum cap stamped "LS 2390" monumenting the intersection of said east right-of-way line with the centerline of vacated 9th Street; thence leaving said east right-of-way line and along said vacated street centerline N 89° 56' 15" E a distance of 115.06 feet to a #5 rebar with an aluminum cap stamped LS 2390 monumenting the intersection of said vacated street centerline with the centerline of the vacated alley in Block 36; thence leaving said vacated street centerline and along said alley centerline N 00° 04' 06" W a distance of 80.00 feet to a #5 rebar with an aluminum cap stamped LS 2390 monumenting the intersection of said alley centerline with the prolongation of the north line of Lot 6, Block 36; thence leaving said alley centerline and along said north line S 89° 58' 14" W a distance of 115.06 feet to a #5 rebar with an aluminum cap stamped LS2390 monumenting the northwest corner of said Lot 6, Block 36; thence along the east right-of-way line of Strickler Avenue N 00° 04' 14" W a distance of 250.37 feet to the Point of Beginning.

ALSO TOGETHER WITH that portion of that portion vacated by instrument recorded March 28, 2002, Instrument No. 2002-17234.



# TUMALO FEED COMPANY ONSITE SEWAGE SYSTEM UPGRADE BEND, OREGON



LOCATES (48 HOURS NOTICE  
REQUIRED PRIOR TO EXCAVATION)

THE CONTRACTOR MUST COMPLY WITH THE REGULATIONS OF O.R.S. 757.541 TO 757.571 IN LOCATION AND PROTECTION OF UNDERGROUND UTILITIES. OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER.

COLOR CODES:

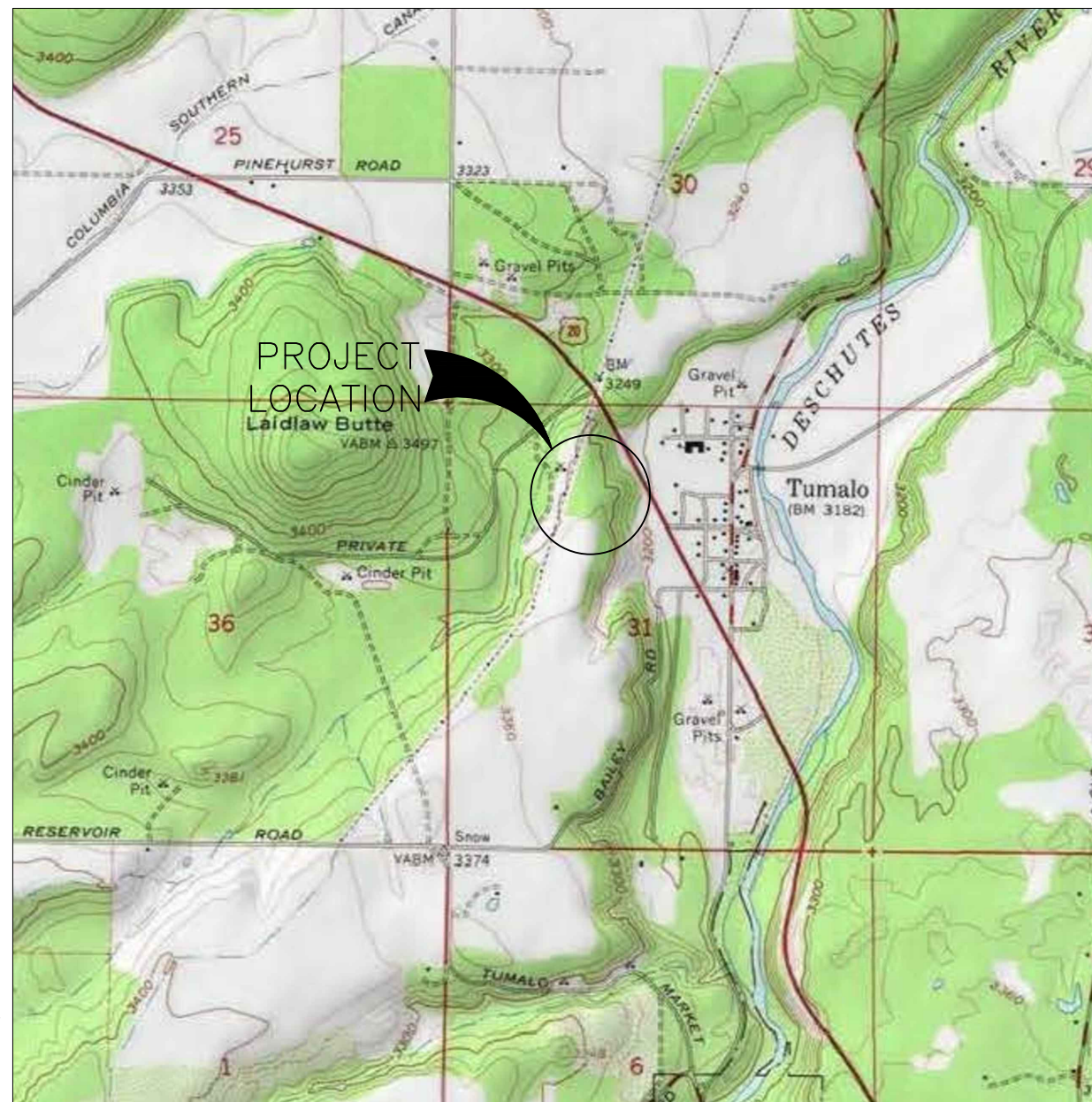
RED	—	ELECTRICAL POWER LINES, CABLES, OR CONDUIT, AND LIGHTING CABLES
YELLOW	—	GAS, OIL, STEAM, PETROLEUM, OR OTHER HAZARDOUS LIQUID OR GASEOUS MATERIALS.
ORANGE	—	COMMUNICATIONS, CABLE TV, ALARM OR SIGNAL LINES, CABLES OR CONDUITS.
BLUE	—	WATER, IRRIGATION, AND SLURRY LINES.
GREEN	—	SEWERS, DRAINAGE FACILITIES OR OTHER DRAIN LINES.
WHITE	—	PRE-MARKING OF THE OUTER LIMITS OF THE PROPOSED EXCAVATION OR MARKING THE CENTERLINE AND WIDTH OF PROPOSED LINEAL INSTALLATIONS OF BURIED FACILITIES.
PINK	—	TEMPORARY SURVEY MARKINGS
PURPLE	—	SLURRY AND RECLAIMED

LATITUDE: 44°09'00" N  
LONGITUDE: 121°20'15" W

**CONTRACT RECORD DRAWINGS**

THE INFORMATION CONTAINED ON THESE DRAWINGS MAY HAVE BEEN MODIFIED FROM THE ORIGINAL DESIGN DRAWINGS TO REFLECT CHANGES MADE, OR DIFFERING CONDITIONS DISCOVERED, DURING CONSTRUCTION THAT WERE CONSIDERED SIGNIFICANT. AS THIS INFORMATION HAS COME FROM SEVERAL SOURCES, CASCADE EARTH SCIENCES, LTD. DOES NOT ASSUME RESPONSIBILITY FOR INFORMATION INACCURATELY PROVIDED TO THE ENGINEER.

3/15/2019

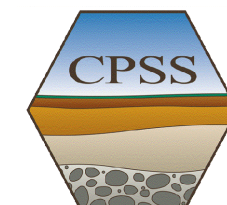


VICINITY MAP



SHEET INDEX:      STATE MAP

- G1 VICINITY MAP AND SHEET INDEX
- G2 GENERAL SITE PLAN
- G3 SITE PLAN DETAIL
- P1 PROCESS FLOW DIAGRAM
- H1 HYDRAULIC PROFILE
- T1 TANK EXCAVATION AND BACKFILL DETAIL
- T2 DOSING SEPTIC TANK (1,500 GALLON)
- T3 COMMINGLE/PRE-ANOXIC TANK A (3,000 GALLON)
- T4 COMMINGLE/PRE-ANOXIC TANKS B, C, D, AND E (3,000 GALLON)
- T5 COMMINGLE/PRE-ANOXIC TANK F (3,000 GALLON)
- T6 RECIRCULATION TANK A (3,000 GALLON)
- T7 RECIRCULATION TANKS B, C, D, AND E (3,000 GALLON)
- T8 RECIRCULATION TANK F (3,000 GALLON)
- T9 POST-ANOXIC TANKS (3,000 GALLON)
- T10 DRAINFIELD DOSING TANK (3,000 GALLON)
- T11 TANK DETAILS
- F1 ADVANTEX FILTER DETAILS
- D1 DRAINFIELD PLAN DETAIL
- D2 DRAINFIELD DETAILS
- C1 CONTROL PANEL
- C2 PUMP CURVES
- M1 MISCELLANEOUS DETAILS
- M2 MISCELLANEOUS DETAILS



Certified Professional  
Soil Scientist  
BRIAN T. RABE  
15239 Exp.  
Registered Wastewater Specialist  
No. EH-W-448430 Exp.

REUSE OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF CASCADE EARTH SCIENCES AND IS NOT TO BE USED, WHOLE OR IN PART WITHOUT THE WRITTEN AUTHORIZATION OF CASCADE EARTH SCIENCES

Kine, LLC  
Tumalo Feed Company Site  
64745 Highway 20  
Bend, OR 97703

REV #	DESCRIPTION	BY	DATE

DES. BY 1BTR  
DRG. BY 6DJR  
CHK. BY 1BTR  
DATE 01/26/2018  
JOB No. 2017240028



**CES**

CASCADE EARTH SCIENCES

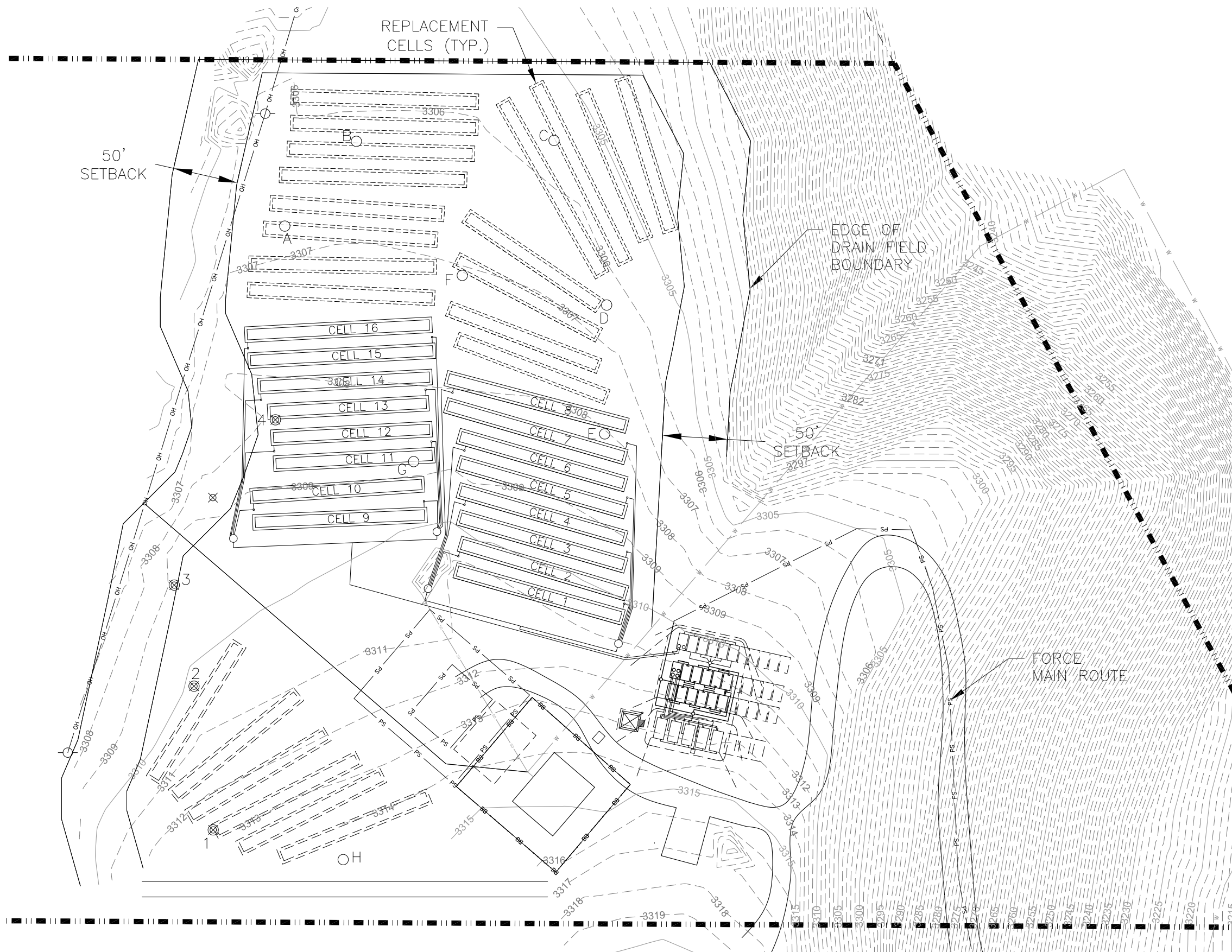
Vicinity Map and Sheet Index

Onsite Sewage System Improvements

SHEET

G1





### CONTRACT RECORD DRAWINGS

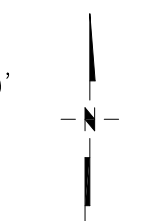
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3/15/2019

### LEGEND

○ TEST HOLES  
(1-4, A-H)

0 80'  
1"=80'



Certified Professional  
Soil Scientist  
BRIAN T. RABE  
15239 Exp.  
Registered Wastewater Specialist  
No. EH-W-448430 Exp.

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Kine, LLC  
Tumalo Feed Company Site  
64745 Highway 20  
Bend, OR 97703

REV #	DESCRIPTION	BY	DATE

DES. BY 1BTR  
DRG. BY 6DJR  
CHK. BY 1BTR  
DATE 01/26/2018  
JOB No. 2017240028



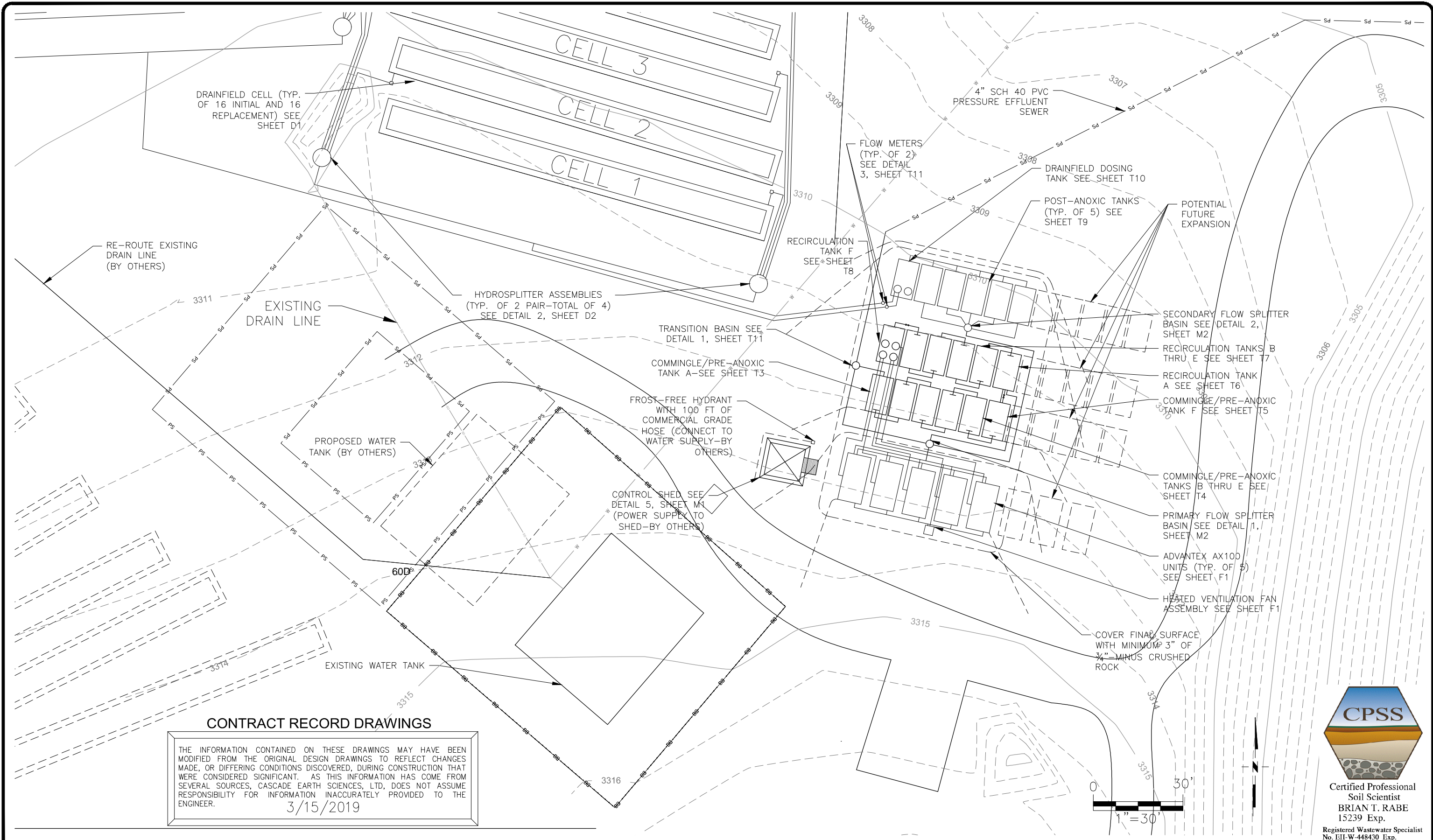
CASCADE EARTH SCIENCES

Site Plan

Onsite Sewage System Improvements

SHEET

G2



CONTRACT RECORD DRAWINGS

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3/15/2019



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Soil Scientist  
BRIAN T. RABE  
15239 Exp.  
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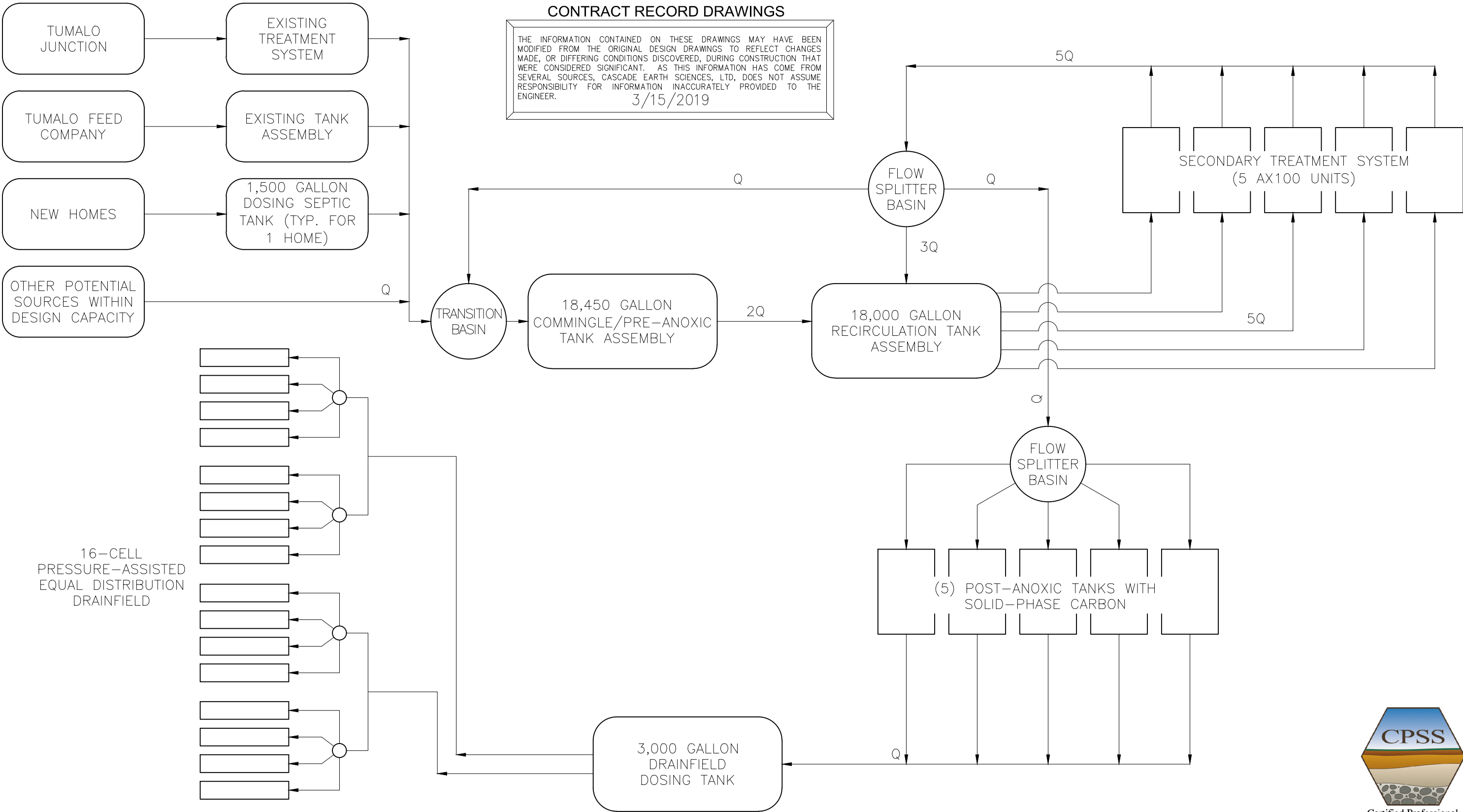
Site Plan Detail

Onsite Sewage System Improvements

SHEET

G3



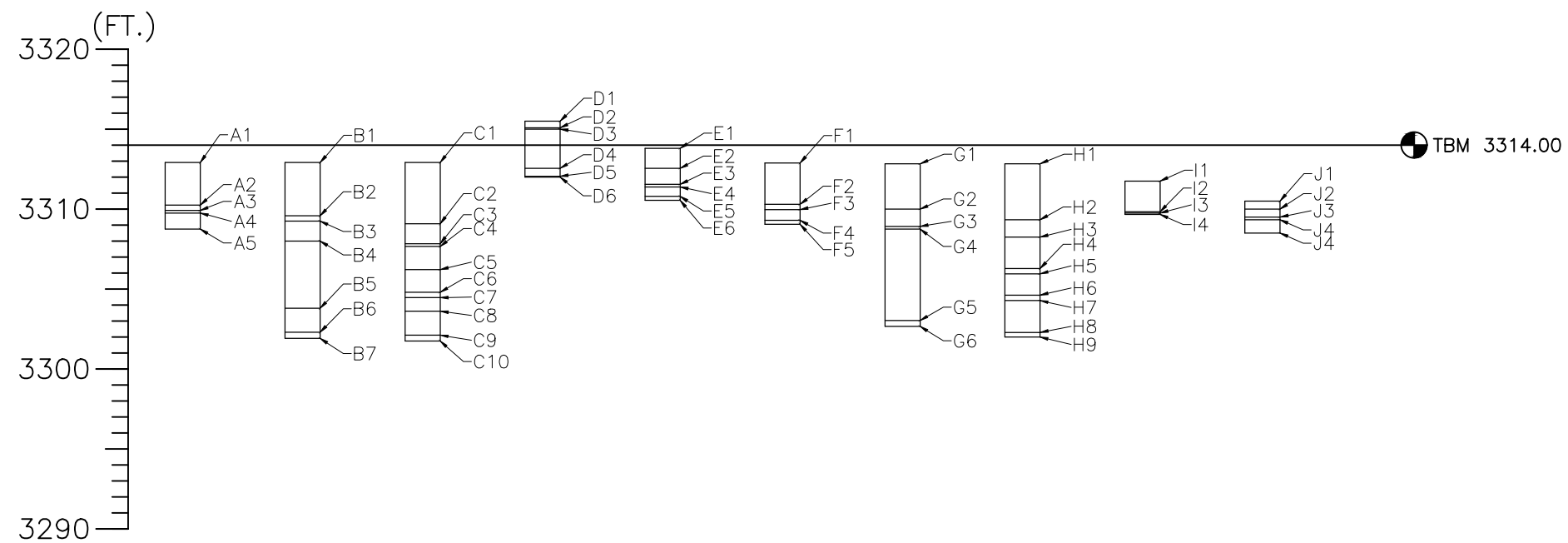


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<p>Kine, LLC Tumalo Feed Company Site 64745 Highway 20 Bend, OR 97703</p>	REV #	DESCRIPTION	BY	DATE	DES. BY <u>1BTR</u>	<p><b>CASCADE EARTH SCIENCES</b></p>	Process Flow Diagram	SHEET
					DRG. BY <u>6DJR</u>		Onsite Sewage System Improvements	P1
					CHK. BY <u>1BTR</u>			
					DATE <u>01/26/2018</u>			
					JOB No. <u>2017240028</u>			



Relative Elevations (in feet)

Label	Relative Elevation	Description
TBM-1	3314.00	Existing Control Point West of Laidlaw Water Tank

Transition Basin

A1	3312.91	Finish Grade (2" Below Top of Lid)
A2	3310.25	Inlet Invert (4") from Primary Flow Splitter Basin
A3	3309.91	Inlet Invert (4") from Pressure Effluent Sewer Main
A4	3309.75	Outlet Invert (6")
A5	3308.75	Exterior Bottom of Basin (Top of Prepared Base)

Commingle/Pre-Anoxic Tank Assembly (6 @ 3,000 gallon Waite's)

B1	3312.91	Finish Grade (2" Below Top of Lid)
B2	3309.58	Inlet Invert (6" through Grommet in Riser)
B3	3309.25	Exterior Top of Tank
B4	3308.00	Outlet Invert (6")
B5	3303.79	Invert of Lower Transition Fittings (6")
B6	3302.29	Interior Bottom of Tank
B7	3301.91	Exterior Bottom of Tank (Top of Prepared Base)

Recirculation Tank Assembly (6 @ 3,000 gallon Waite's)

C1	3312.91	Finish Grade (2" Below Top of Lid)
C2	3309.08	Exterior Top of Tank
C3	3307.83	Inlet Invert (2@6", 1@4")
C4	3307.66	High Level Alarm
C5	3306.21	Override Timer ON/OFF
C6	3304.79	Normal Timer ON/OFF
C7	3304.46	Redundant OFF / Low Level Alarm
C8	3303.62	Invert of Lower Transition Fittings (6")
C9	3302.12	Interior Bottom of Tank
C10	3301.75	Exterior Bottom of Tank (Top of Prepared Base)

New AdvanTex Units (5 @ AX100)

D1	3315.50	Top of Lid
D2	3315.08	Top of Distribution Laterals (Orifice Discharge)
D3	3315.00	Finish Grade (6" Below Top of Lid)
D4	3312.54	Invert of Custom 4" Ventilation Piping
D5	3312.04	Underdrain (Outlet Invert)
D6	3312.00	Exterior Bottom of Container (Top of Prepared Base)

Primary Flow Splitter Basin

E1	3313.79	Finish Grade (2" Below Top of Riser Lid)
E2	3312.54	Vent/Overflow
E3	3311.54	Orifices (Standpipes)
E4	3311.38	Inlet Invert (6")
E5	3310.79	Outlet Invert (3@4")
E6	3310.54	Exterior Bottom of Basin (Top of Prepared Base)

Secondary Flow Splitter Basin

F1	3312.88	Finish Grade (2" Below Top of Riser Lid)
F2	3310.29	Inlet Invert (4")
F3	3309.96	Orifices (Standpipes)
F4	3309.29	Outlet Invert (5@4")
F5	3309.04	Exterior Bottom of Basin (Top of Prepared Base)

Post-Anoxic Tank Assembly (5 - 3,000 gallon Waite's)

G1	3312.83	Finish Grade (2" Below Top of Lid)
G2	3309.99	Exterior Top of Tank
G3	3308.91	Inlet Invert (4")
G4	3308.74	Outlet Invert (4")
G5	3303.03	Interior Bottom of Tank
G6	3302.66	Exterior Bottom of Tank (Top of Prepared Base)

Drainfield Dosing Tank (3,000 Gallon Waite's)

H1	3312.83	Finish Grade (2" Below Top of Lid)
H2	3309.33	Exterior Top of Tank
H3	3308.24	Inlet Invert (4")
H4	3306.28	High Level Alarm/Lag Pump ON
H5	3305.95	Lead Pump ON
H6	3304.62	Pumps OFF
H7	3304.28	Redundant OFF/Low Level Alarm
H8	3302.28	Interior Bottom of Tank
H9	3301.99	Exterior Bottom of Tank (Top of Prepared Base)

16-Way Hydrosplitter (4 @ 4-Way)

I1	3311.75	Finish Grade (2" Below Top of Lid)
I2	3309.75	Outlet Invert
I3	3309.83	Inlet Invert
I4	3309.67	Exterior Bottom of Basin (Top of Prepared Base)

Pressure-Assisted Drainfield - Cell 1 (Most Limiting Trench)

J1	3310.50	Maximum Finish Grade (Existing Ground Surface)
J2	3310.00	Minimum Finish Grade (Existing Ground Surface)
J2	3309.50	Top of Trench Zone
J3	3309.33	Top of Distribution Piping
J4	3308.50	Bottom of Trench

CONTRACT RECORD DRAWINGS

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**CES**

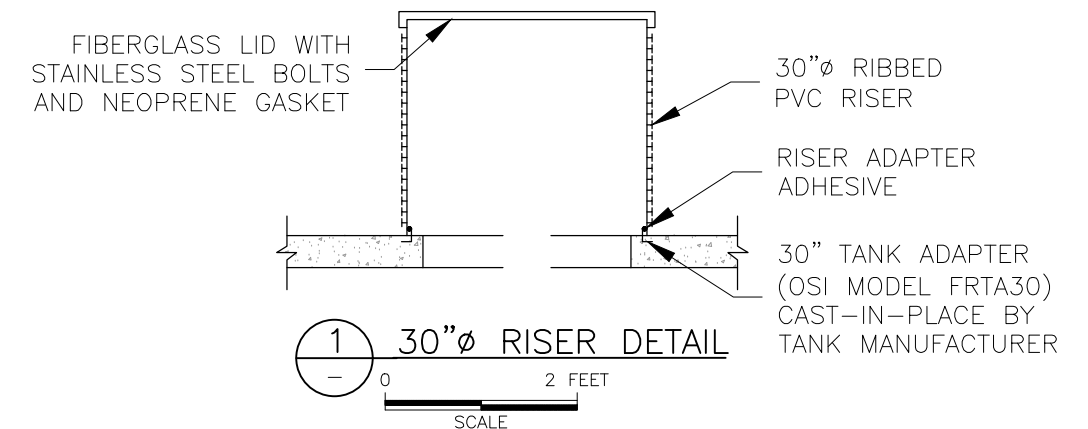
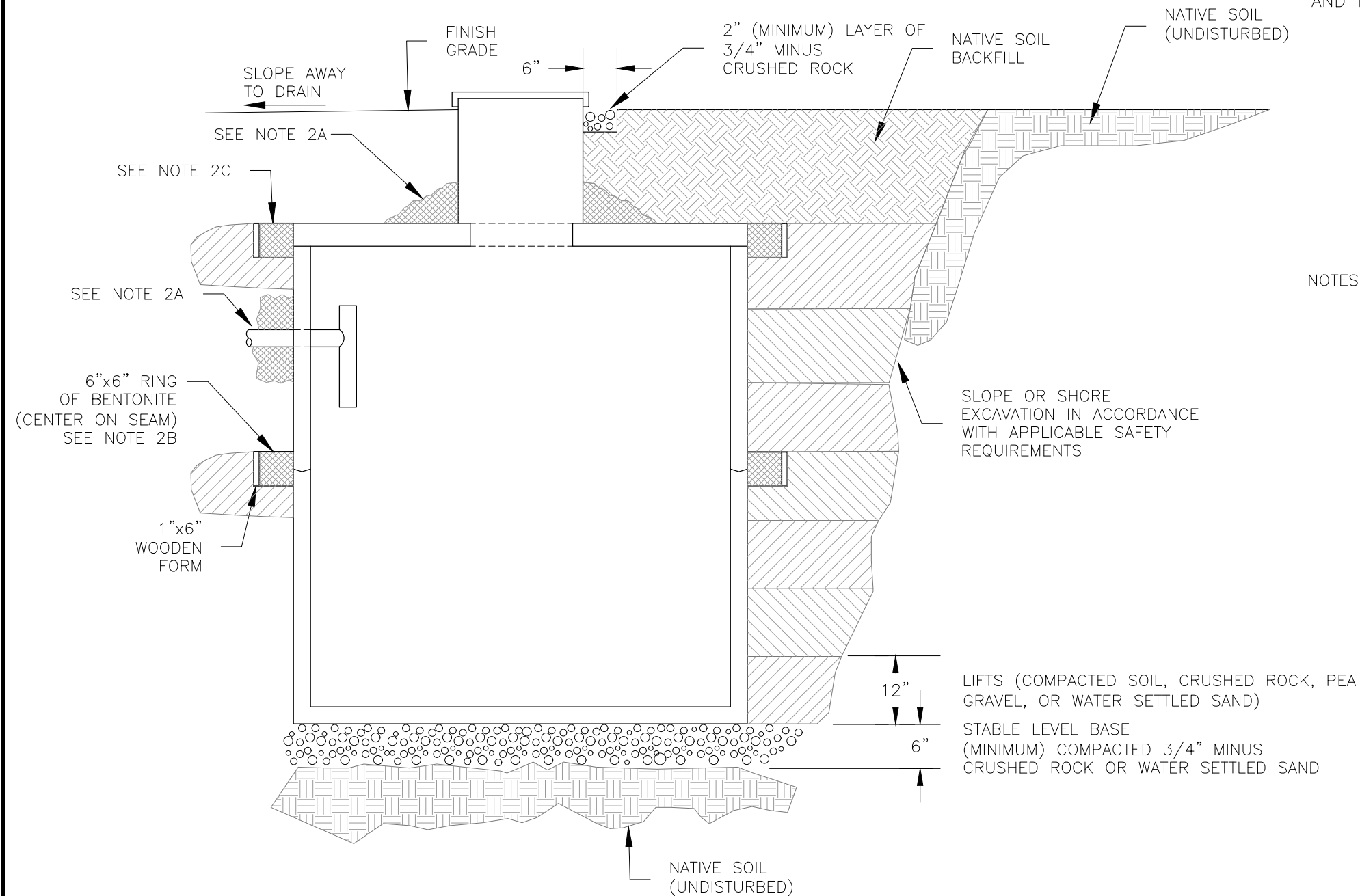
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Hydraulic Profile

Onsite Sewage System Improvements

SHEET

H1



- NOTES: (1) AREAS WHERE PIPING AND CONDUIT SPAN THE TANK EXCAVATION SHALL BE BACKFILLED WITH WATER SETTLED SAND TO PREVENT SETTLING.
- (2) SEALING AND WATER TIGHTNESS TESTING: NO MORE THAN ONE GALLON OF WATER LOSS IN 24 HOURS SHALL BE TOLERATED. FIELD REPAIRS MAY BE ATTEMPTED ONCE. IF THE TANK FAILS THE WATER TIGHTNESS TEST A SECOND TIME IT SHALL BE REPLACED AT NO EXPENSE TO THE OWNER.
- (A) ALL PIPE PENETRATIONS AND RISER SEAMS SHALL BE VISUALLY TESTED WITH WATER. ANY OBVIOUS LEAKAGE SHALL RESULT IN RE-GROUTING. ALL PIPE PENETRATIONS AND RISER SEAMS SHALL BE SURROUNDED WITH A MINIMUM OF SIX INCHES OF BENTONITE PRIOR TO BACKFILLING.
- (B) TWO-PIECE (MID-SEAM) TANKS: BACKFILL TO 3 INCHES BELOW THE MID-RIB SEAM BEFORE INITIATING THE WATER TIGHTNESS TEST. FILL THE TANK WITH WATER TO 6 INCHES ABOVE THE SEAM FOR THE INITIAL TEST. IF THE SEAM DOES NOT LEAK, PLACE BENTONITE, BACKFILL TO THE EXTERIOR TANK TOP AND FILL THE TANK WITH WATER TO 2 INCHES INTO THE RISERS (NO MORE). PRE-SOAK FOR 24 HOURS AND REFILL, IF NECESSARY.
- (C) ONE-PIECE OR TOP SEAM TANKS: BACKFILL TO 6 INCHES BELOW THE EXTERIOR TANK TOP. FILL THE TANK WITH WATER TO 2 INCHES INTO THE RISERS (NO MORE). PRE-SOAK FOR 24 HOURS AND REFILL, IF NECESSARY. PLACE BENTONITE PRIOR TO FINAL BACKFILL.

#### CONTRACT RECORD DRAWINGS

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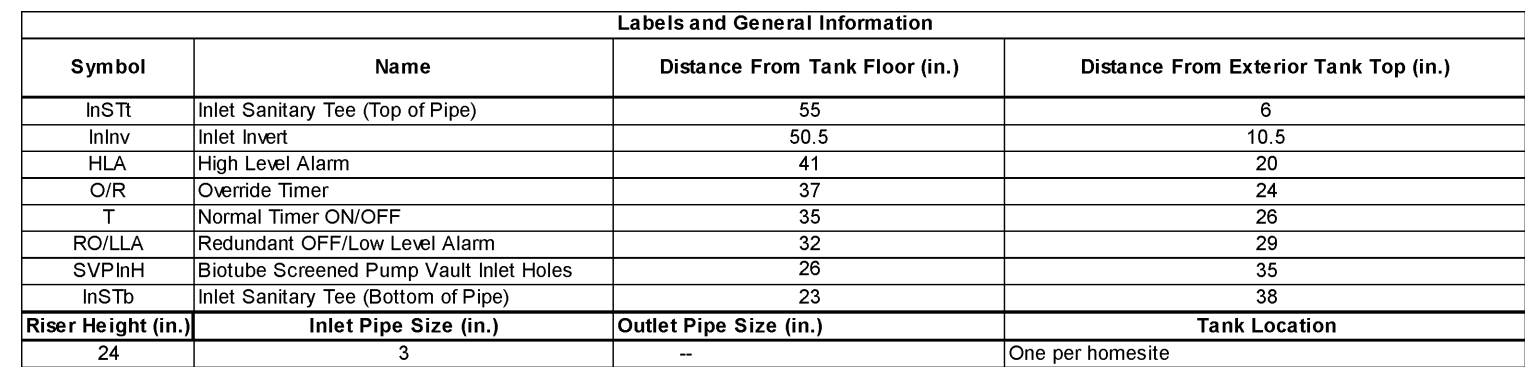
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Tank Excavation and Backfill Detail

Onsite Sewage System Improvements

SHEET

T1



Orenco Equipment		
Dosing Septic Tank		
Quantity	Item *	Description/Comments
1	RR2424	PVC Access Riser, 24" Diameter (Inlet)
1	RR2424+ SX+ SX+ 100	PVC Access Riser, 24" Diameter with 2@SX and G100
2	FLD24G	Fiberglass Lid, 24" with Gasket and 4 Bolt Pattern
1	SBEX1	External Splice Boxes with 1 Cord Grip (Pump)
1	SBEX4	External Splice Box with 4 Cord Grips (Controls and Alarms)
1	MF4P	Float Assembly with 4 Floats
1	HV-100BCFCPR	High Pressure Hose and Valve Assembly, 1", with Ball Valve, Check Valve, and Flow Control Disk
1	PVU57-1819	Universal Biotube Screened Pump Vault
1	PF 10 0511	OSI Effluent Pump, 0.5 Hp, 115V, 60 Hz
1	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

\* Item numbers are provided as a courtesy. Since specific numbers and supplementary codes can change, supplier is to compare this information to the drawings and independently verify. Call designer if there are any inconsistencies or questions.

Control Panel: Orenco Systems, Inc. - Model MVP-S1-DM  
(Time Dose: ON, Remove Terminal Link Between Terminals 3 and 4)

Normal Timer Settings  
ON: 3 minutes (30 gallons)  
OFF: 99 minutes, 59 seconds

Override Timer Settings  
ON: 3 minutes (30 gallons)  
OFF: 57 minutes

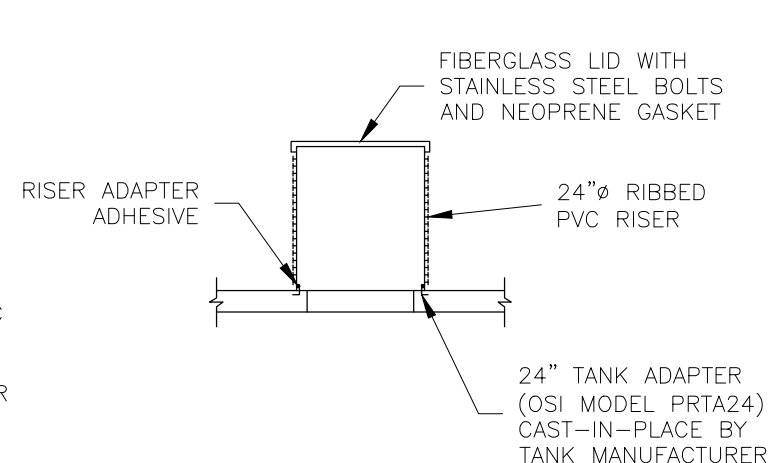
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BRIAN T. RABE  
15239 Exp.**

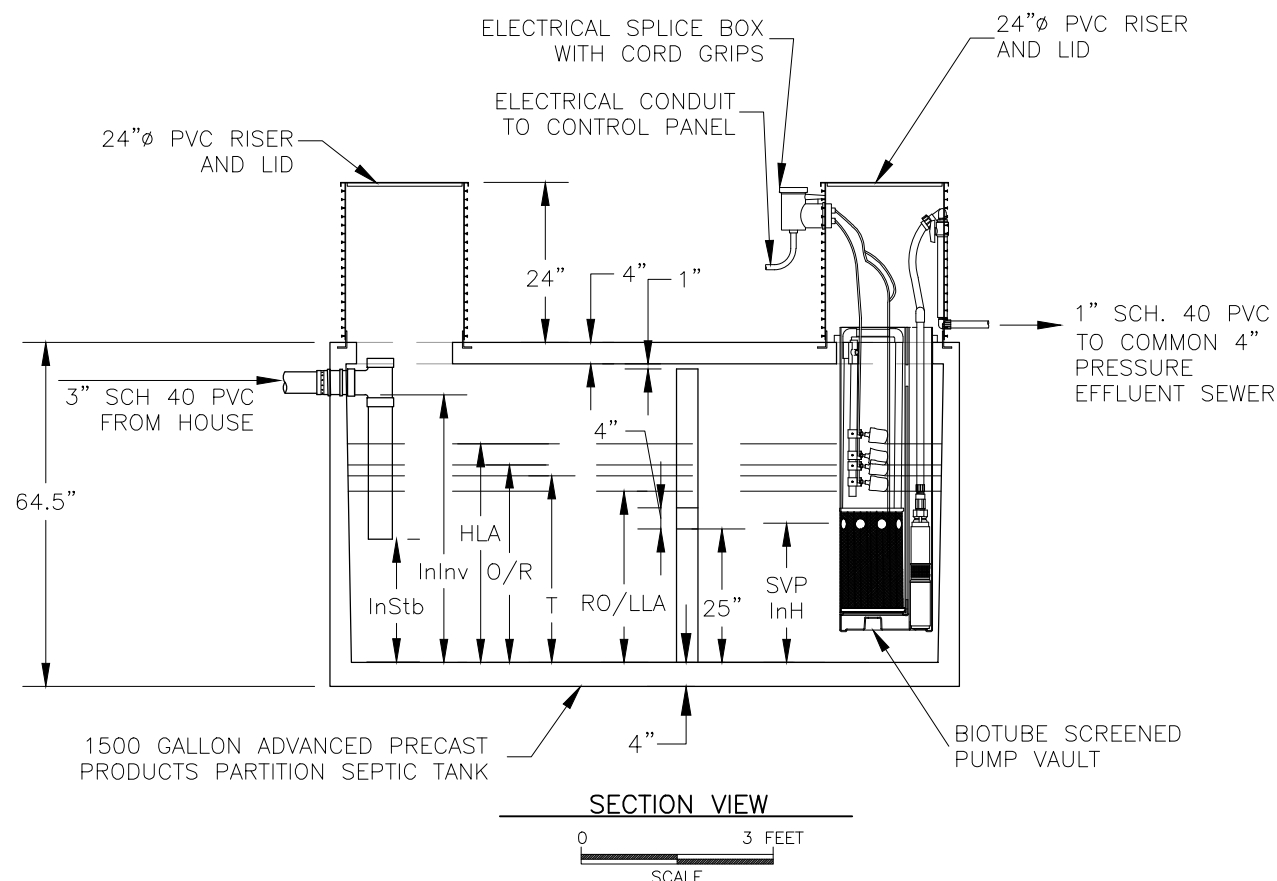
**Registered Wastewater Specialist  
No. FH-W-448430 Exp.**



1 24"Ø RISER DETAIL

NOTES:

1. CLASSIFICATION FOR ELECTRICAL EQUIPMENT: UNCLASSIFIED (RESIDENTIAL).
2. RECOMMENDED WIRING AS CLASS I, DIVISION 2.
3. MAXIMUM BURIAL DEPTH OF THIS TANK IS 48"



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**CES**

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## DOSING SEPTIC TANK

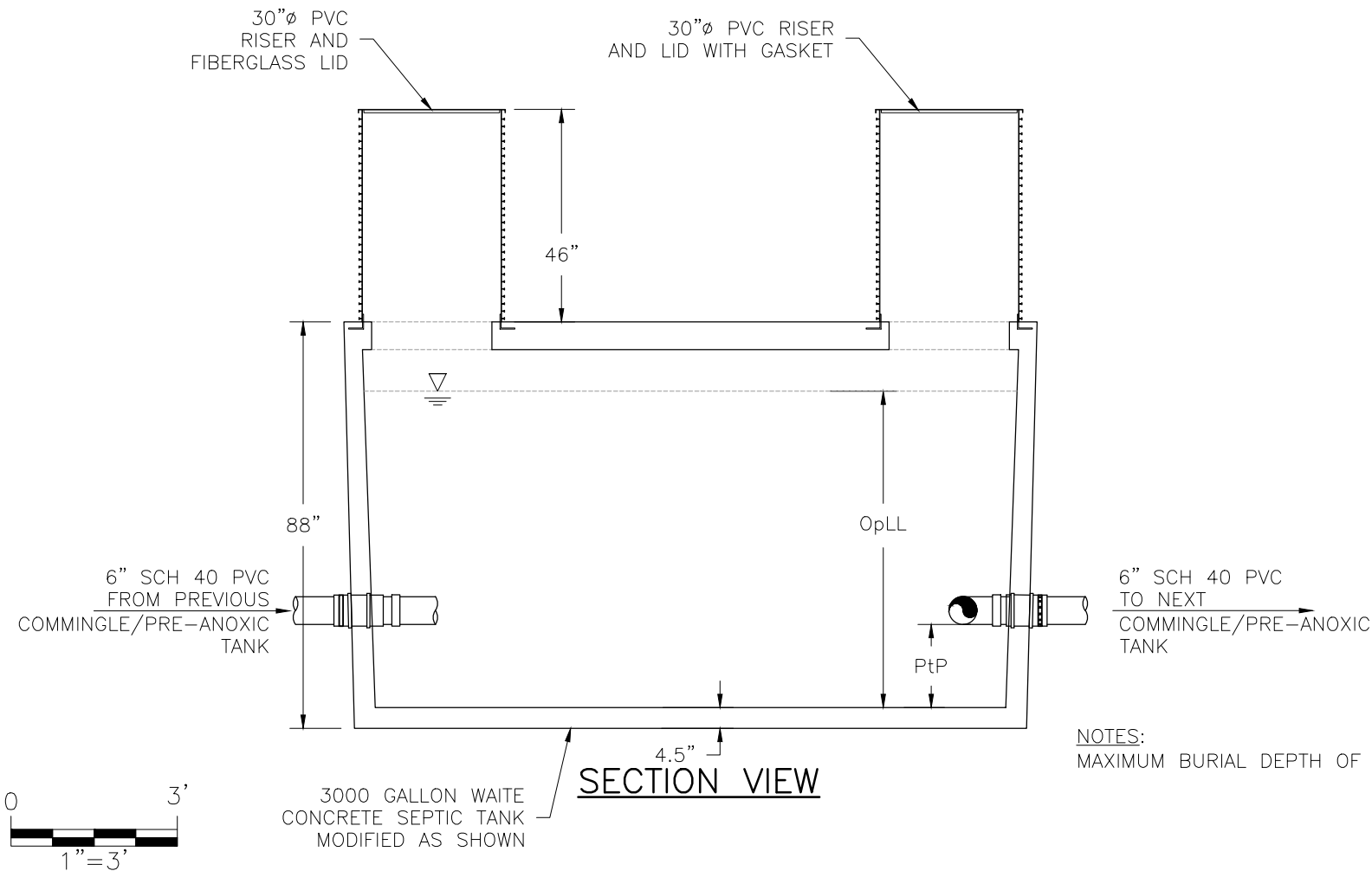
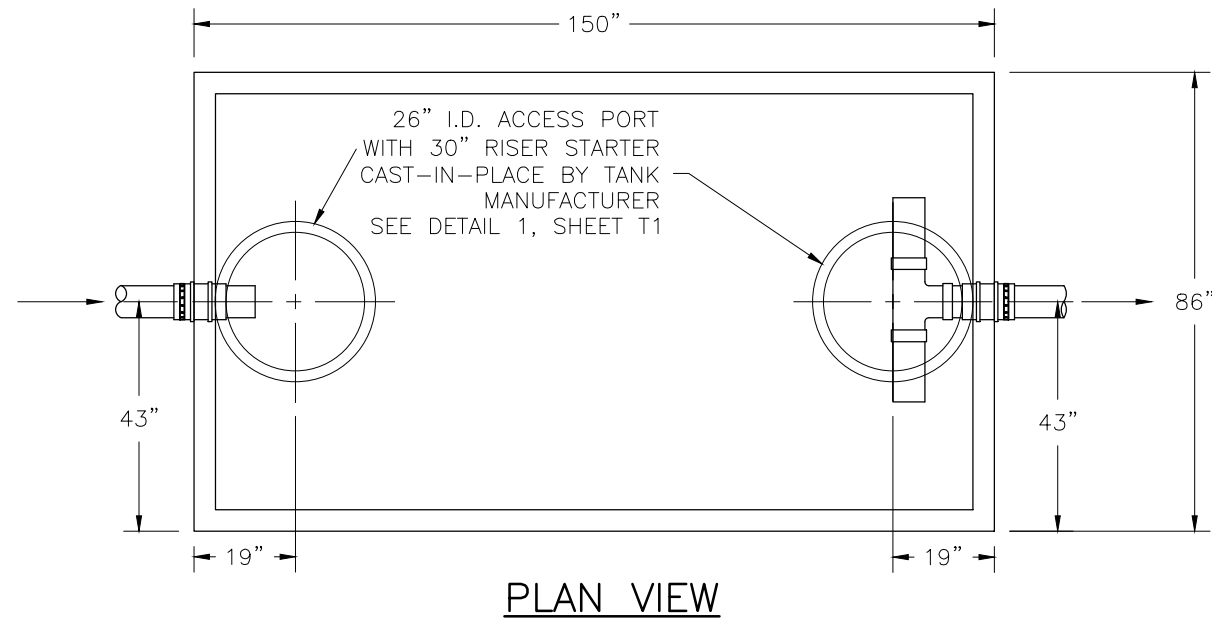
### Onsite Sewage System Improvements

SHEET

T2







NOTES:  
MAXIMUM BURIAL DEPTH OF THIS TANK IS 48"

Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
OpLL	Operating Liquid Level	68.5	15
PtP	Pass-Through Piping (Between Tanks)	18	65.5
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
46	6	6	Treatment System Area East of Water Storage Tank

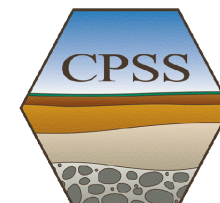
Orenco Equipment		
Commingle / Pre-Anoxic Tank B		
Quantity	Item *	Description/Comments
2	RR3046	Access Riser, 30" Diameter (Inlet and Outlet)
2	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Commingle / Pre-Anoxic Tank C		
Quantity	Item *	Description/Comments
2	RR3046	Access Riser, 30" Diameter (Inlet and Outlet)
2	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Commingle / Pre-Anoxic Tank D		
Quantity	Item *	Description/Comments
2	RR3046	Access Riser, 30" Diameter (Inlet and Outlet)
2	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Commingle / Pre-Anoxic Tank E		
Quantity	Item *	Description/Comments
2	RR3046	Access Riser, 30" Diameter (Inlet and Outlet)
2	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

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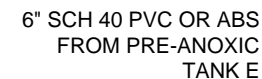
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COMMINGLE / PRE-ANOXIC TANKS  
B, C, D, AND E

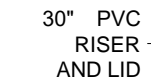
Onsite Sewage System Improvements

SHEET

T4



PLAN VIEW  
SCALE 1"=3'



**SECTION VIEW**  
SCALE 1"=3'

NOTE:  
MAXIMUM BURIAL DEPTH  
OF THIS TANK IS 48"

Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
OutSTt	Outlet Sanitary Tee (Top of Pipe)	75.5	8
OutInv	Outlet Invert (Maximum Operating Liquid Level)	68.5	15
OutSTb	Outlet Sanitary Tee (Bottom of Pipe)	50.5	33
PtP	Pass-Through Piping (Between Tanks) and Alternate (Valved) Outlet of Last Tank (6")	18	65.5
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
46	6	2 @ 6	Treatment System Area East of Water Storage Tank

Orenco Equipment		
Commingle / Pre-Anoxic Tank F		
Quantity	Item *	Description/Comments
2	RR3046	Access Riser, 30" Diameter (Inlet and Outlet)
2	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

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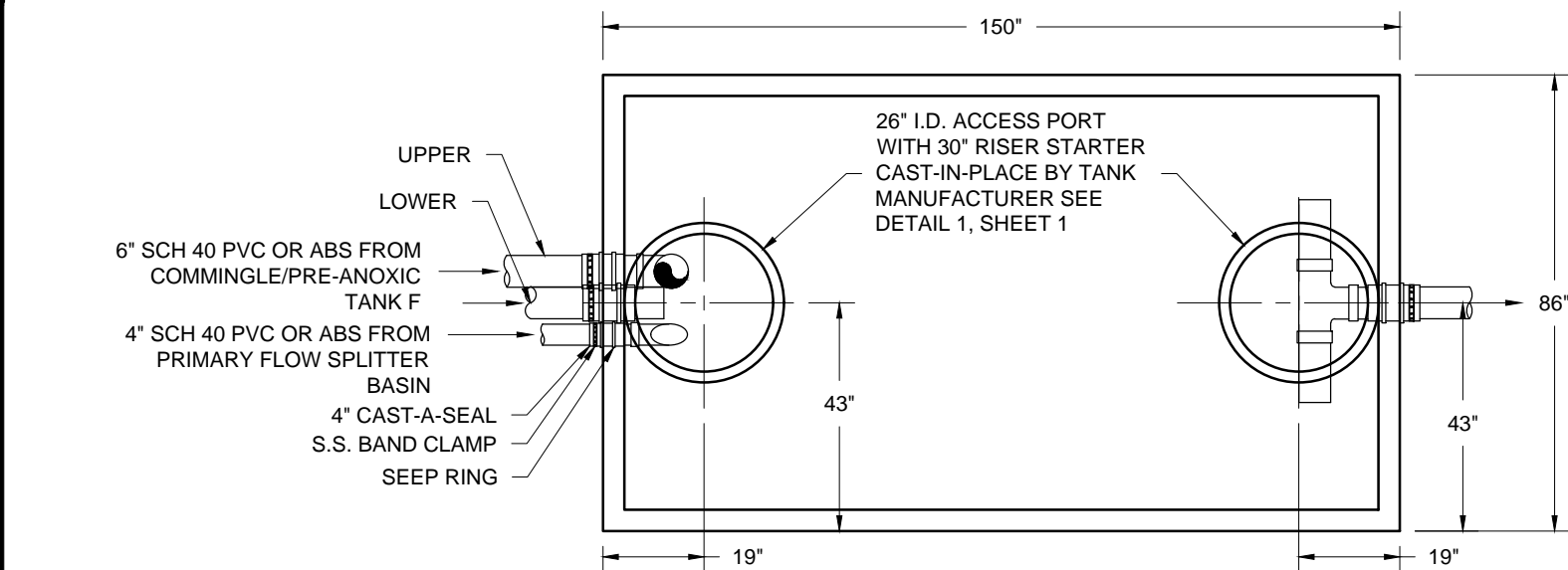
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COMMINGLE/PRE-ANOXIC TANK F

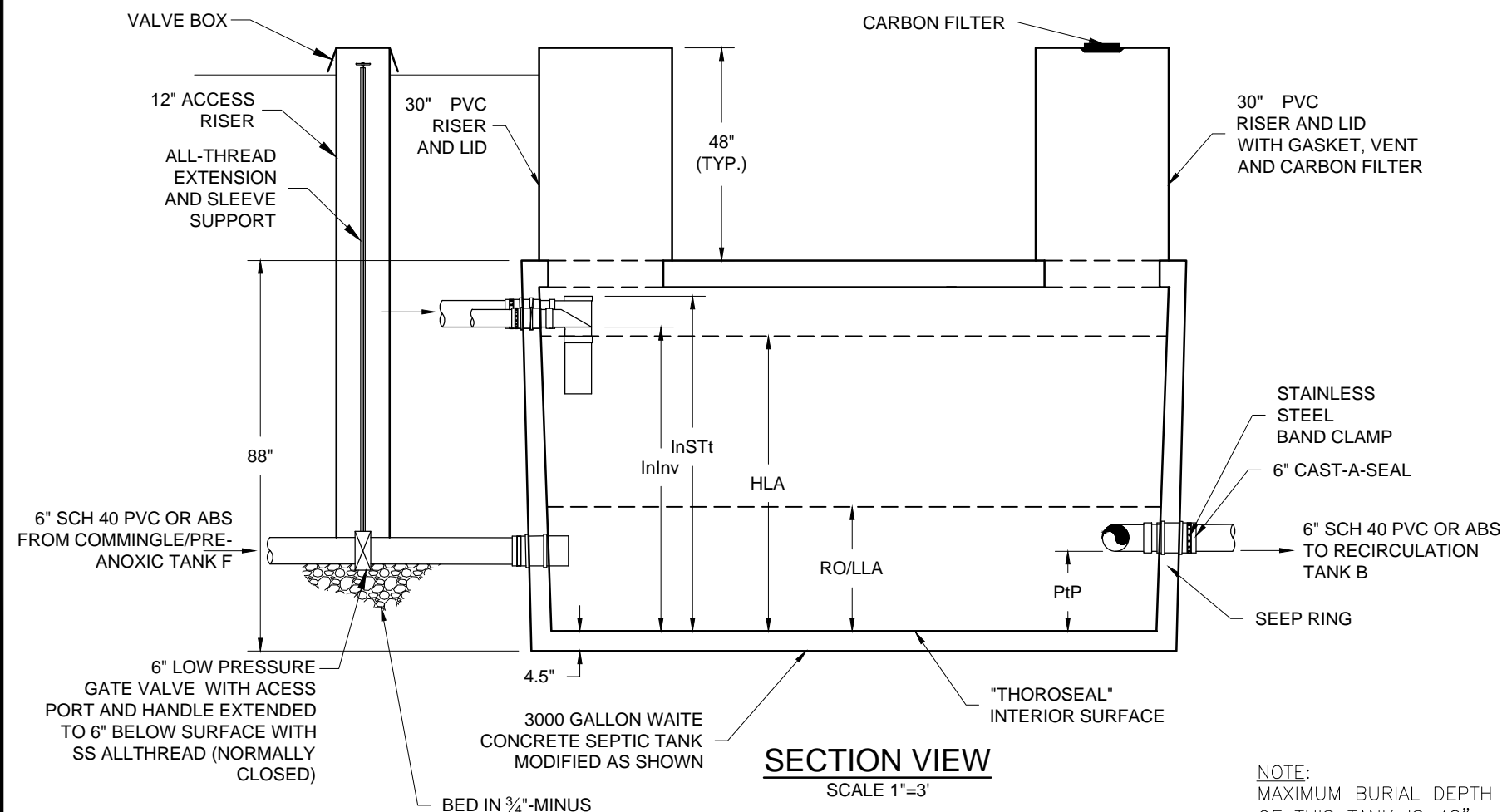
### Onsite Sewage System Improvements

SHEET

T5



PLAN VIEW  
SCALE 1"=3'



SECTION VIEW  
SCALE 1"=3'

NOTE:  
MAXIMUM BURIAL DEPTH OF THIS TANK IS 48"

Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
InSTt	Inlet Sanitary Tee (Top of Pipe)	75.5	8
InInv	Inlet Invert	68.5	15
HLA	High Level Alarm (Maximum Liquid Level)	66.5	17
RO/LLA	Redundant OFF/Low Level Alarm (Minimum Liquid Level)	28	55.5
PtP	Pass-Through Piping (Between Tanks) and Alternate (Valved) Inlet of First Tank (6")	18	65.5
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
48	1 @ 6 and 1 @ 4	6	Treatment System Area East of Water Storage Tank

Oreco Equipment Recirculation Tank A		
Quantity	Item *	Description/Comments
2	RR3048	PVC Access Riser, 30" Diameter
1	FLD30G	Fiberglass Lid, 30" with Gasket and 4-Bolt Pattern
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter with 4-Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

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BRIAN T. RABE  
15239 Exp.  
Registered Wastewater Specialist  
No. EII-W-448430 Exp.

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Kine, LLC  
Tumalo Feed Company Site  
64745 Highway 20  
Bend, OR 97703

REV #	DESCRIPTION	BY	DATE

DES. BY 1BTR  
DRG. BY 6DJR  
CHK. BY 1BTR  
DATE 01/26/2018  
JOB No. 2017240028



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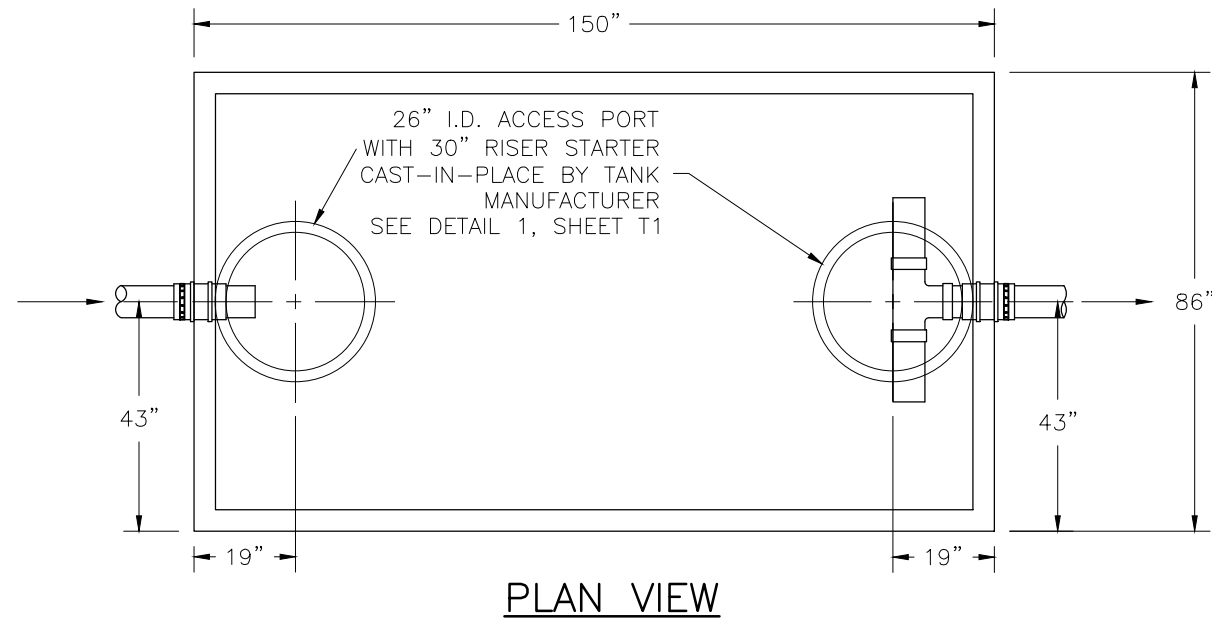
RECIRCULATION TANK A

Onsite Sewage System Improvements

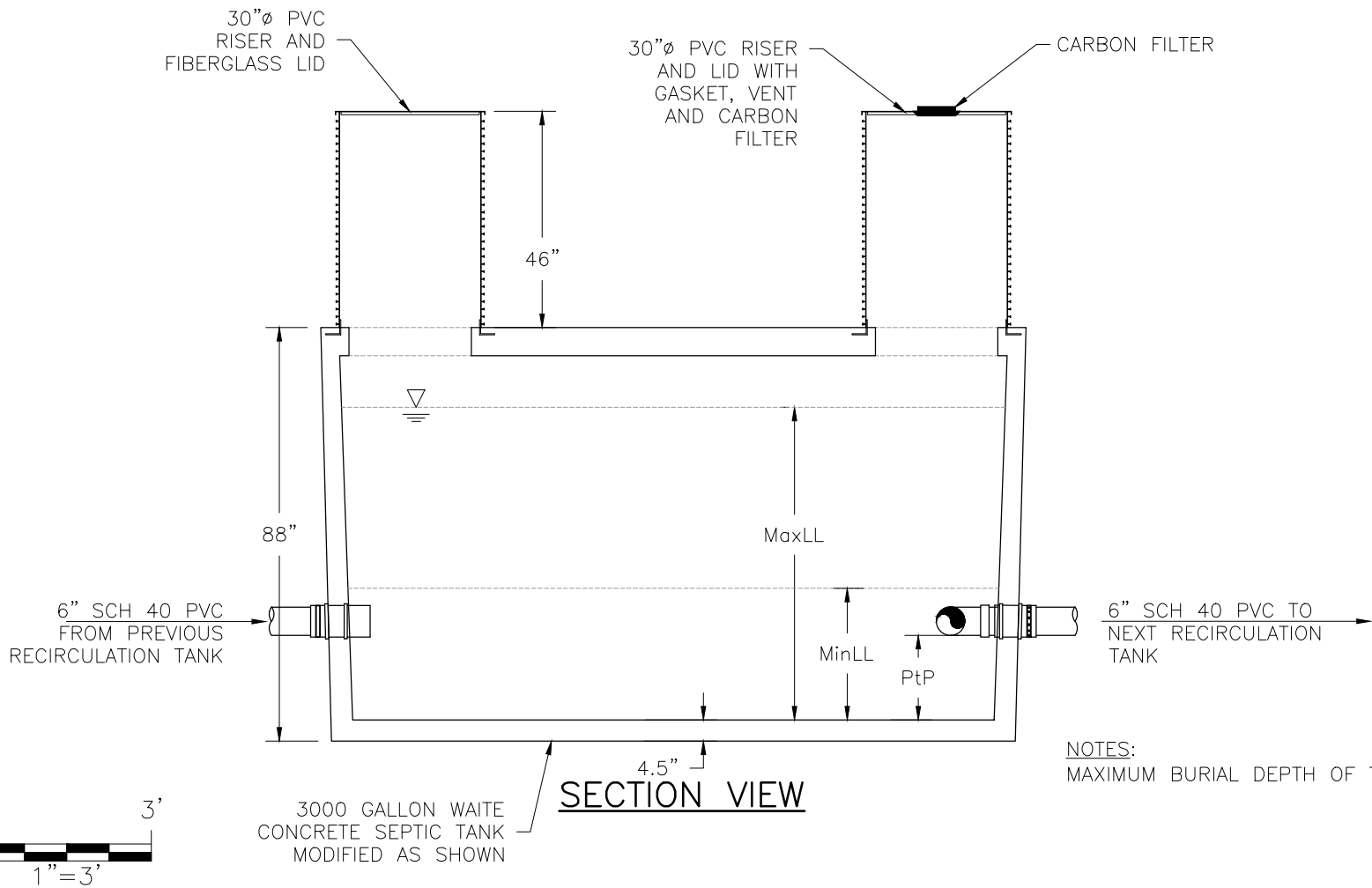
SHEET

T6





Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
MaxLL	Maximum Liquid Level	66.5	17
MinLL	Minimum Liquid Level	28	55.5
PtP	Pass-Through Piping (Between Tanks)	18	65.5
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
48	6	6	Treatment System Area East of Water Storage Tank




Orenco Equipment		
Recirculation Tank B		
Quantity	Item *	Description/Comments
2	RR3048	PVC Access Riser, 30" Diameter
1	FLD30G	Fiberglass Lid, 30" with Gasket and 4-Bolt Pattern
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter with 4-Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Recirculation Tank C		
Quantity	Item *	Description/Comments
2	RR3048	PVC Access Riser, 30" Diameter
1	FLD30G	Fiberglass Lid, 30" with Gasket and 4-Bolt Pattern
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter with 4-Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Recirculation Tank D		
Quantity	Item *	Description/Comments
2	RR3048	PVC Access Riser, 30" Diameter
1	FLD30G	Fiberglass Lid, 30" with Gasket and 4-Bolt Pattern
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter with 4-Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Recirculation Tank E		
Quantity	Item *	Description/Comments
2	RR3048	PVC Access Riser, 30" Diameter
1	FLD30G	Fiberglass Lid, 30" with Gasket and 4-Bolt Pattern
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter with 4-Bolt Pattern
2	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
1	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

\* Item numbers are provided as a courtesy. Since specific numbers and supplementary codes can change, supplier is to compare this information to the drawings and independently verify. Call designer if there are any inconsistencies or questions.

CONTRACT RECORD DRAWINGS

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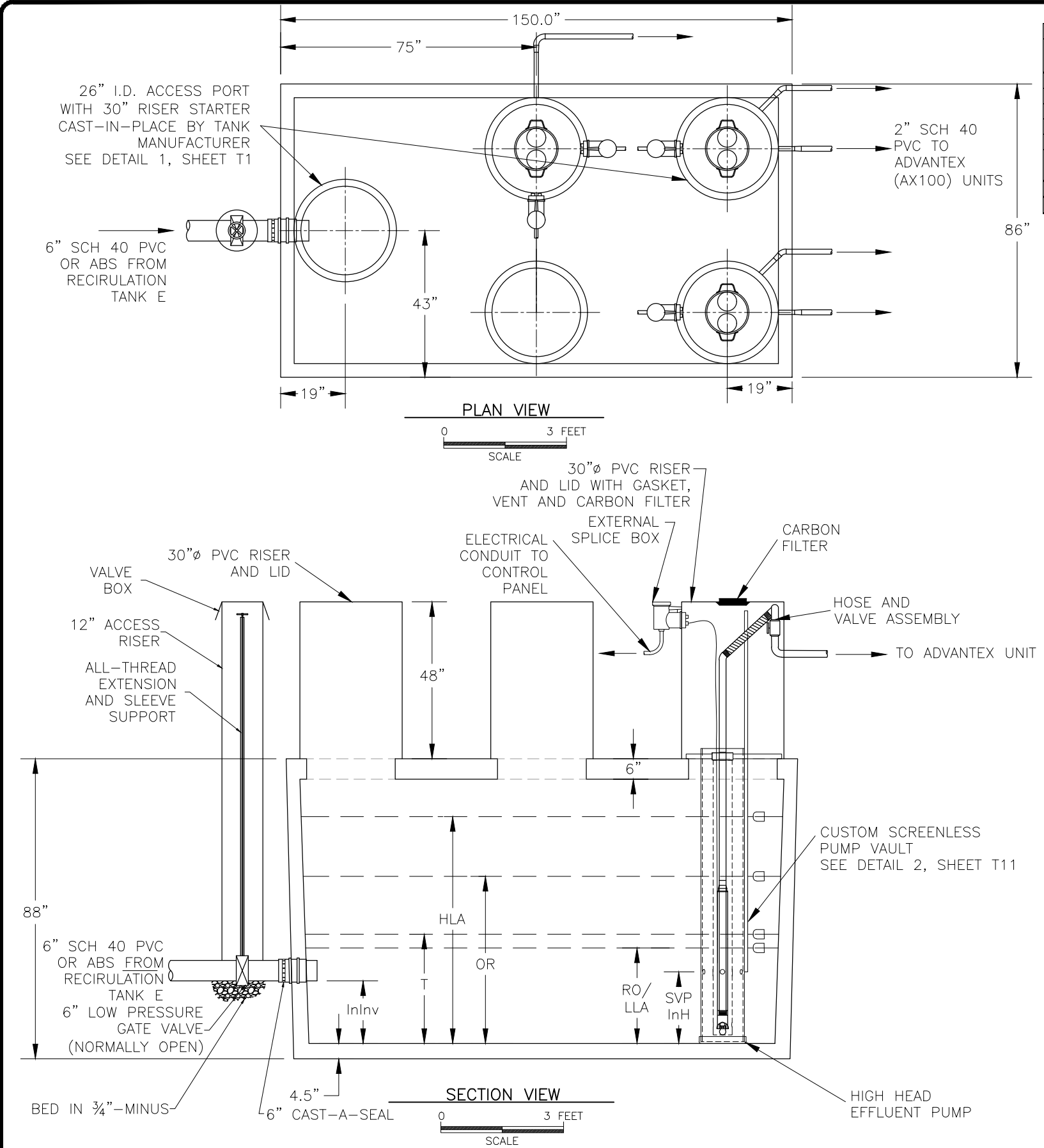


CASCADE EARTH SCIENCES

RECIRCULATION TANKS  
B, C, D, AND E

Onsite Sewage System Improvements

SHEET  
T7



Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
HLA	High Level Alarm	66.5	17
OR	Override Timer	49	34.5
T	Normal Timer	32	51.5
RO/LLA	Redundant OFF/Low Level Alarm	28	55.5
SVPInH	Screenless Pump Vault Inlet Holes	21	62.5
InInv	Inlet Invert (Pass-Through Piping Between Tanks)	18	65.5
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
48	6	—	Treatment System Area East of Water Storage Tank

Orenco Equipment Recirculation Tank F		
Quantity	Item *	Description/Comments
1	RR3048	PVC Access Riser, 30" Diameter
2	RR3048+SX+20+20	PVC Access Riser, 30" Diameter with 1@SX and 2@G200 (Outlet - 2 Pumps)
1	RR3048+SX+SX+20	PVC Access Riser, 30" Diameter with 2@SX and 2@G200 (Center - 1 Pump + Contols/Alarms)
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter with 4-Bolt Pattern
3	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
1	SBEX4	External Splice Box with 4 Cord Grips (Controls and Alarms)
2	SBEX2	External Splice Box with 2 Cord Grips (Pumps)
1	SBEX	External Splice Box with 1 Cord Grip (Pump)
1	MF4P-20	Float Assembly with 4 Floats and 20-foot Cords
5	HV-200-BC	Hose & Valve Assembly, 2", with Ball Valve and Check Valve
3	V1286FIFI-18-L	Custom Screenless Pump Vault with Extended Supports
5	PF500712-20	OSI Effluent Pump; 0.75 Hp, 230V, Single Phase, 60Hz, with 20-foot Power Cords
4	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

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- NOTES:
- 1. CLASSIFICATION FOR ELECTRICAL EQUIPMENT: UNCLASSIFIED (NFPA 820, TABLE 3, NO. 19 – INTERMEDIATE OR FINAL PUMPING STATIONS).
  - 2. RECOMMENDED WIRING AS CLASS 1, DIVISION 2.
  - 3. MAXIMUM BURIAL DEPTH OF THIS TANK IS 48"



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RECIRCULATION TANK F

Onsite Sewage System Improvements

SHEET

T8

S:\Working Drafting\2017240028 Kine LLC\DWG\2017240028 TB.dwg 3/22/2018 DR702784

1" SCH. 40 PVC BACKFLUSH MANIFOLD  
1/8" ORIFICES ORIENTED AT 12 O'CLOCK  
6" ON CENTER (TYP. OF 66)

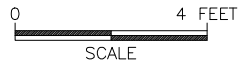
4" SCH 40 PVC  
FROM SECONDARY  
FLOW SPLITTER  
BASIN

30" I.D. ACCESS PORT  
WITH 30" RISER STARTER  
CAST-IN-PLACE BY TANK  
MANUFACTURER  
(TYP. OF 3)

ALIGN SANITARY TEES TO  
ALLOW FULL EXPOSURE  
AS CLOSE TO EDGE OF  
OPENING AS POSSIBLE  
(TYP. OF 2)

4" SCH 40 PVC TO  
DRAINFIELD DOSING TANK

PLAN VIEW



30"Ø PVC RISER  
AND LID WITH 4"  
INSULATION (TYP.)

FINISH GRADE  
SLOPE AWAY TO DRAIN

2" THICK LAYER OF  
DRAIN ROCK (3/4 - 2-1/2")

1/2"x1/2" GALVANIZED  
HARDWARE CLOTH

4" SCH 40 PVC TO  
DRAINFIELD DOSING TANK

4" CAST-A-SEAL

S.S. BAND CLAMP

SEEP RING

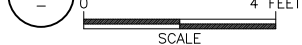
INSTALL APPROX.  
5 CU. YDS.  
PLAYGROUND CHIPS

2" THICK DRAIN ROCK (3/4 - 2-1/2")

3000 GALLON WAITE CONCRETE SEPTIC  
TANK MODIFIED AS SHOWN

NOTE:  
MAXIMUM BURIAL DEPTH  
OF THIS TANK IS 48"

SECTION VIEW

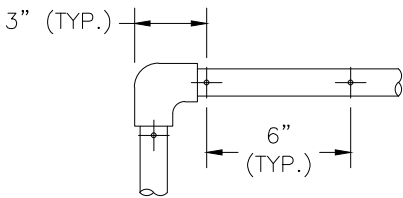


Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
OutSTt	Outlet Sanitary Tee (Top of Pipe)	75.5	8
InInv	Inlet Invert	70.5	13
Media1	Top of Media in 1st Compartment	69.5	14
OutInv	Outlet Invert and Operating Liquid Level	68.5	15
OutSTb	Outlet Sanitary Tee (Bottom of Pipe)	65.5	18
Media2	Top of Media in 2nd Compartment	59.5	24
InSTb	Inlet Sanitary Tee (Bottom of Slotted Pipe)	58.5	25
PtP	Top of 6" Pass Through Windows	6	77.5
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
36	4	4	Tank 1 of 5 - Treatment System Area
36	4	4	Tank 2 of 5 - Treatment System Area
36	4	4	Tank 3 of 5 - Treatment System Area
36	4	4	Tank 4 of 5 - Treatment System Area
36	4	4	Tank 5 of 5 - Treatment System Area

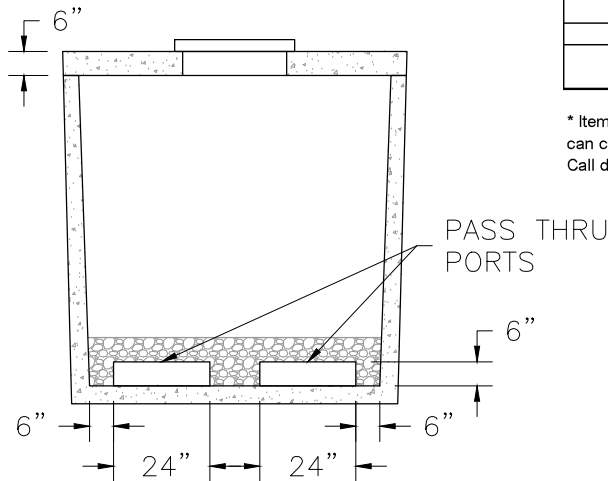
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1 BACKFLUSH MANIFOLD ORIFICE SPACING DETAIL  
NOT TO SCALE



SECTION VIEW B



Orenco Equipment		
Quantity	Item *	Description/Comments
Post-Anoxic Tank 1 of 5		
3	RR3036	Access Riser, 30" Diameter (Inlet)
3	FLD30G-I4	Fiberglass Lid, 30" with Gasket with 4 Bolt Pattern and 4-inch Insulation
3	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Post-Anoxic Tank 2 of 5		
3	RR3036	Access Riser, 30" Diameter (Inlet)
3	FLD30G-I4	Fiberglass Lid, 30" with Gasket with 4 Bolt Pattern and 4-inch Insulation
3	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Post-Anoxic Tank 3 of 5		
3	RR3036	Access Riser, 30" Diameter (Inlet)
3	FLD30G-I4	Fiberglass Lid, 30" with Gasket with 4 Bolt Pattern and 4-inch Insulation
3	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Post-Anoxic Tank 4 of 5		
3	RR3036	Access Riser, 30" Diameter (Inlet)
3	FLD30G-I4	Fiberglass Lid, 30" with Gasket with 4 Bolt Pattern and 4-inch Insulation
3	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter
Post-Anoxic Tank 5 of 5		
3	RR3036	Access Riser, 30" Diameter (Inlet)
3	FLD30G-I4	Fiberglass Lid, 30" with Gasket with 4 Bolt Pattern and 4-inch Insulation
3	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

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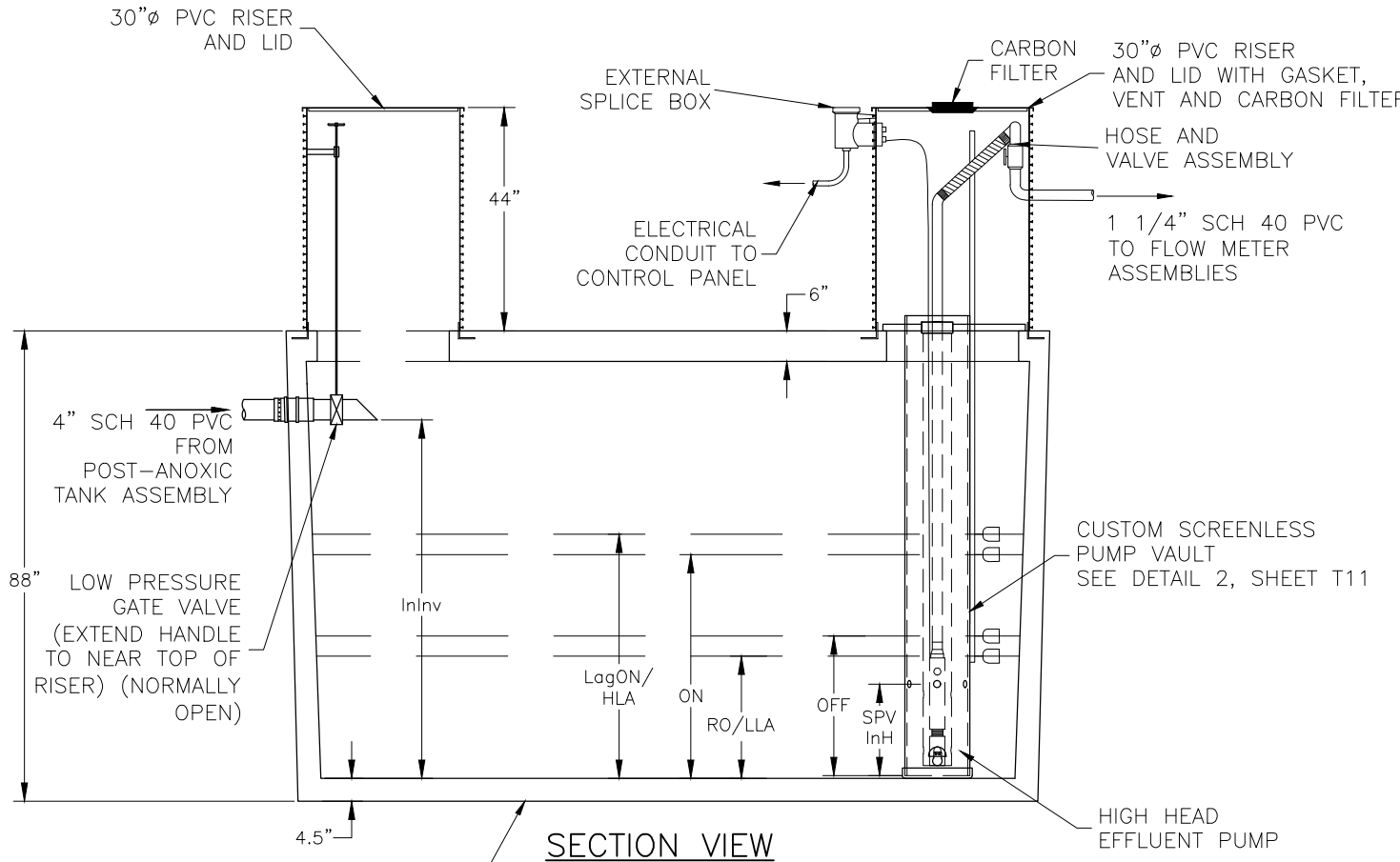
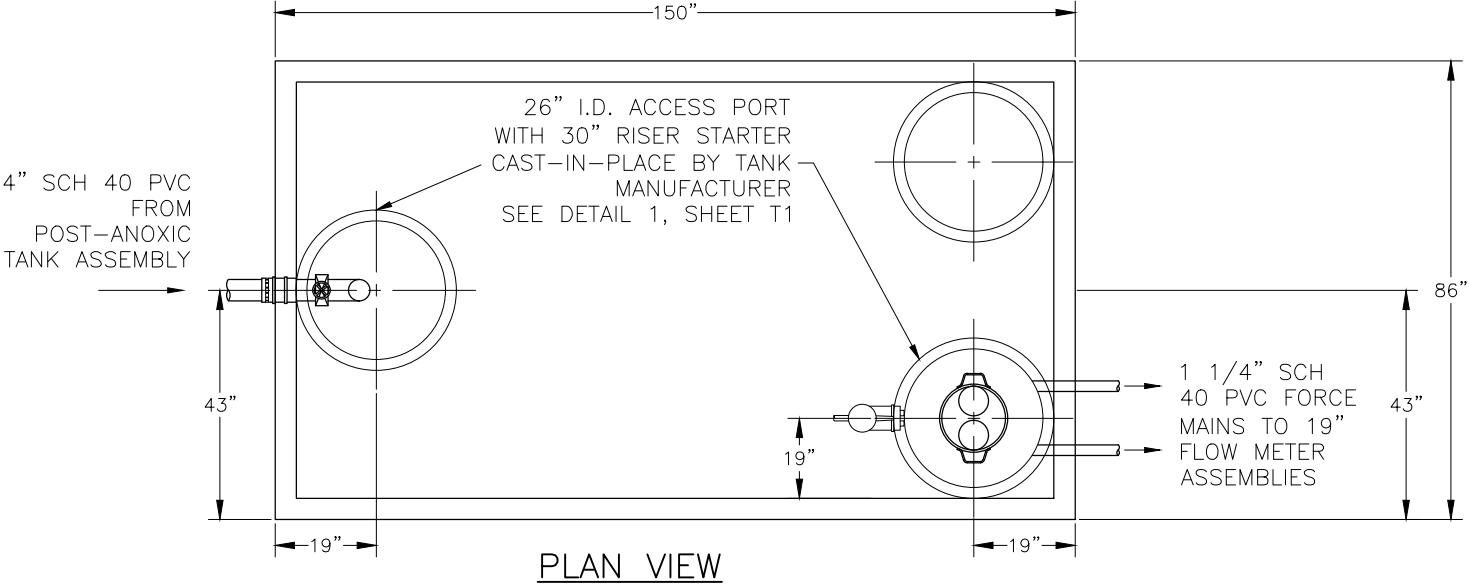
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POST ANOXIC TANKS

Onsite Sewage System Improvements

SHEET

T9



Labels and General Information			
Symbol	Name	Distance From Tank Floor (in.)	Distance From Exterior Tank Top (in.)
Inlv	Inlet Invert	70.5	13
LagON/HLA	Lag Pump ON/High Level Alarm	48	35.5
ON	Lead Pump ON	44	39.5
OFF	Pumps OFF	28	55.5
RO/LLA	Redundant OFF/Low Level Alarm	24	59.5
SVPinH	Screenless Pump Vault Inlet Holes	18.5	65
Riser Height (in.)	Inlet Pipe Size (in.)	Outlet Pipe Size (in.)	Tank Location
44	4	—	Treatment System Area East of Water Storage Tank

Orenco Equipment Drainfield Dosing Tank		
Quantity	Item *	Description/Comments
1	RR3044	PVC Access Riser, 30" Diameter (Inlet)
1	RR3044+SX+SX+125+125	PVC Access Riser, 30" Diameter with 2@SX and 2@G125 (Outlet - 2 Pumps + Controls/Alarms)
1	FLD30G	Fiberglass Lid, 30" with Gasket and 4 Bolt Pattern
1	FLD30GVCF	Fiberglass Lid, 30" with Gasket, Vent, Carbon Filter, and 4 Bolt Pattern
1	SBEX2	External Splice Boxes with 2 Cord Grips (1 for each Pump)
1	SBEX4	External Splice Box with 4 Cord Grips (Controls and Alarms)
1	MF4P	Float Assembly with 4 Floats
2	HV-125BC	Hose and Valve Assembly, 1.25", with Ball Valve and Check Valve
1	V1286FIFI-15-L	Custom Screenless Pump Vault with Extended Supports
2	PF 30 0512	OSI Effluent Pump, 0.5 Hp, 115V, 60 Hz
3	MA8120 / SA510	2-Part Epoxy for Securing Riser to Tank Adapter
2	ADH100	Caulking for Final Seal Between Riser and Tank Adapter

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CONTRACT RECORD DRAWINGS

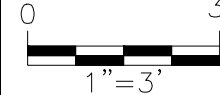
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3/15/2019

- NOTES:
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  2. RECOMMENDED WIRING AS CLASS 1, DIVISION 2.
  3. MAXIMUM BURIAL DEPTH OF THIS TANK IS 48"



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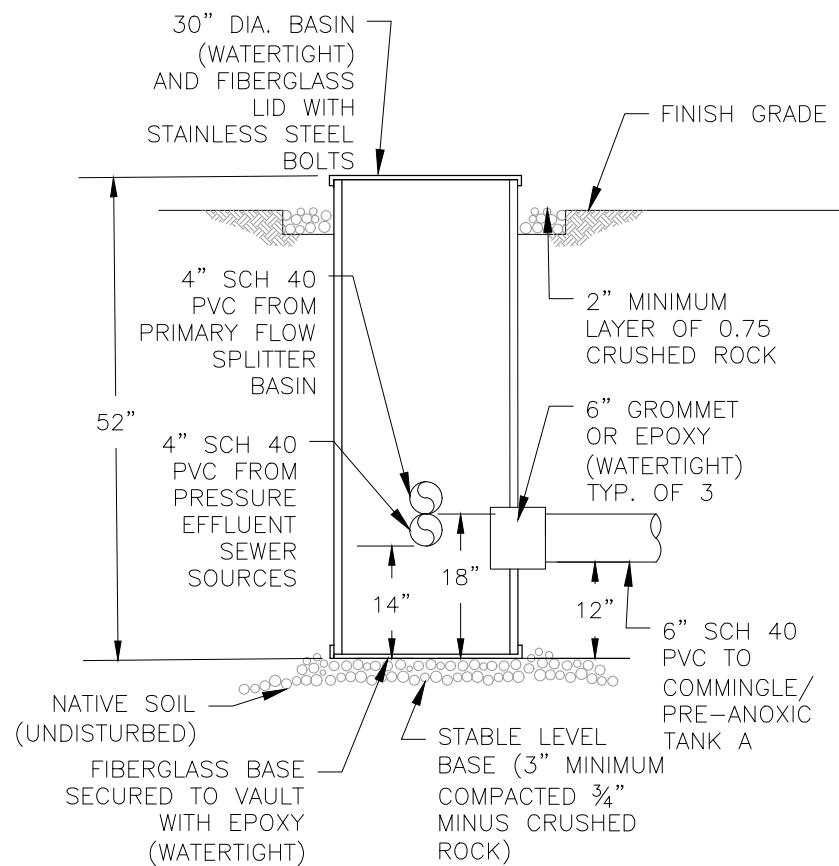
DRAINFIELD DOSING TANK

Onsite Sewage System Improvements

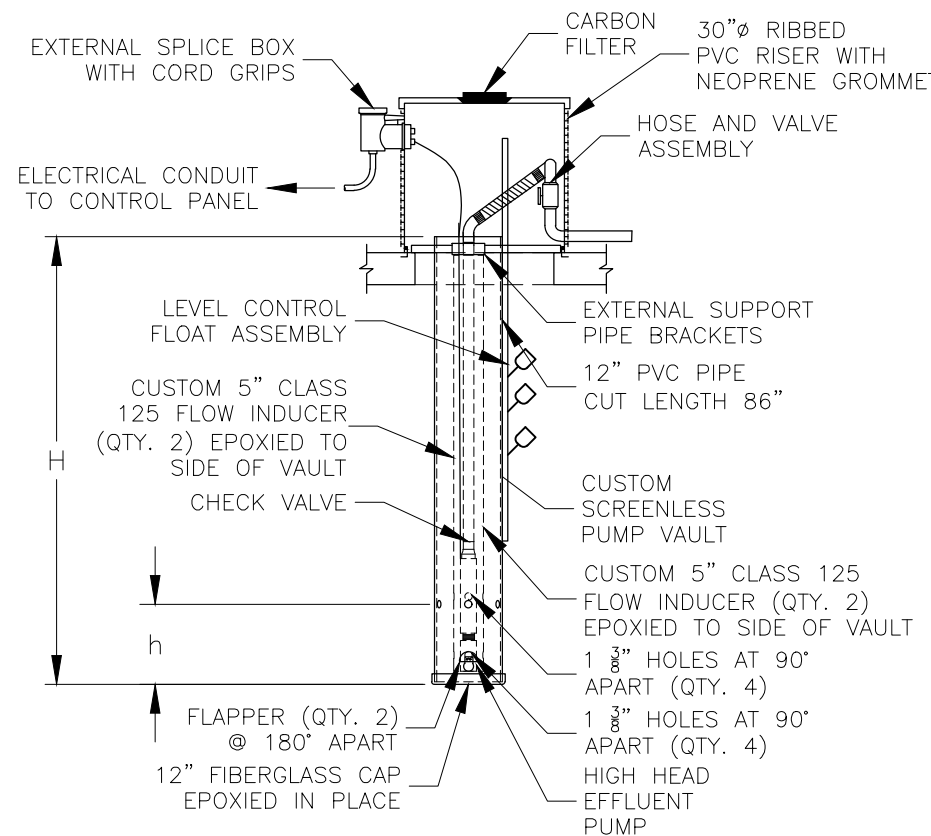
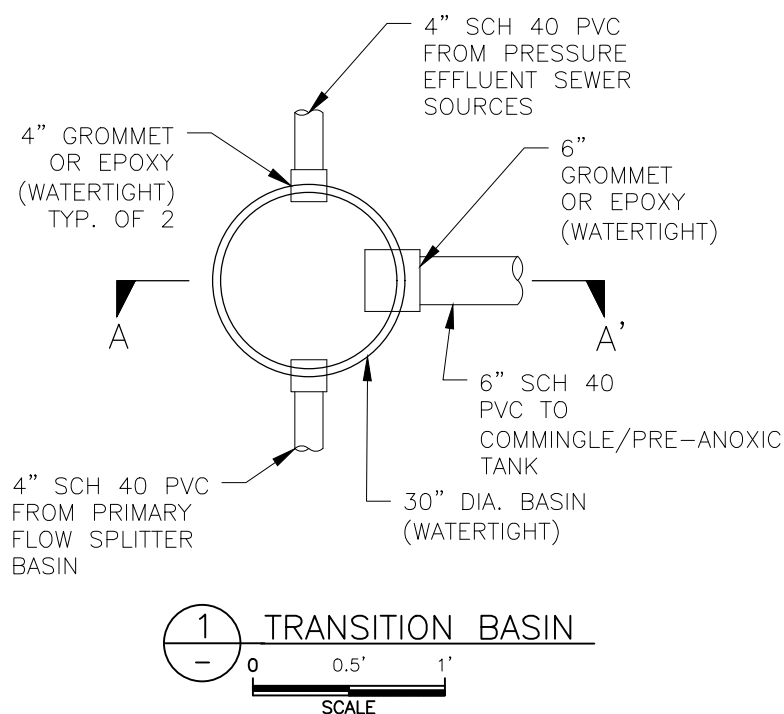
SHEET

T10

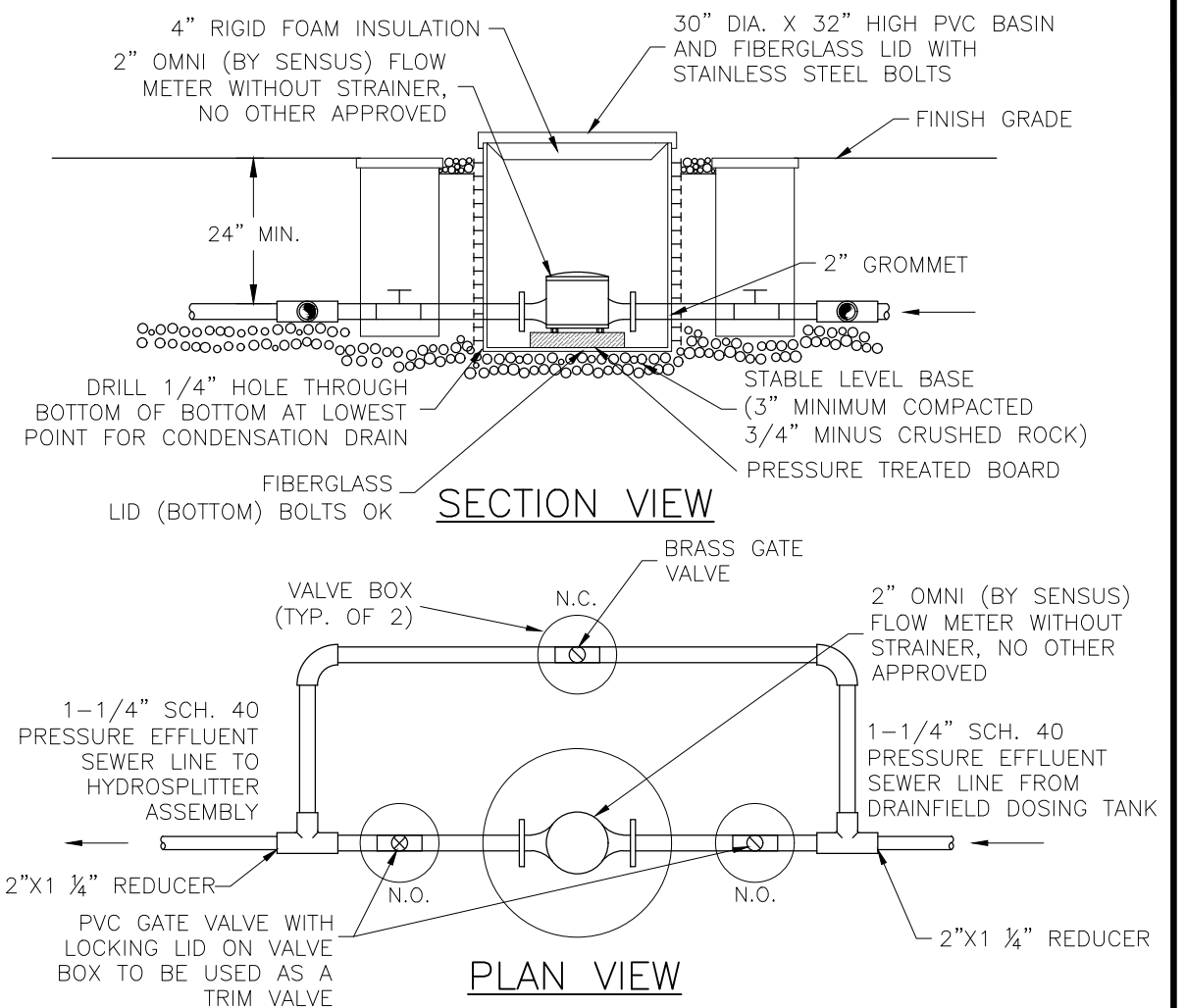




SECTION A-A'



2 SCREENLESS PUMP VAULT DETAIL



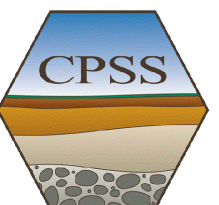
3 FLOW METER DETAIL

Tank Type	Recirculation Tank	Drainfield Dosing Tank
Custom Screenless Vault Model Number	V1286FIFI-18-L	V1286FIFI-15-L
Quantity	3	1
H = Vault Height (in.)	86	86
h = Inlet Hole Height (in.)	18	15
Nominal Pump Vault Diameter (in.)	12	12
Custom 5-inch Flow Inducers	2	2

### CONTRACT RECORD DRAWINGS

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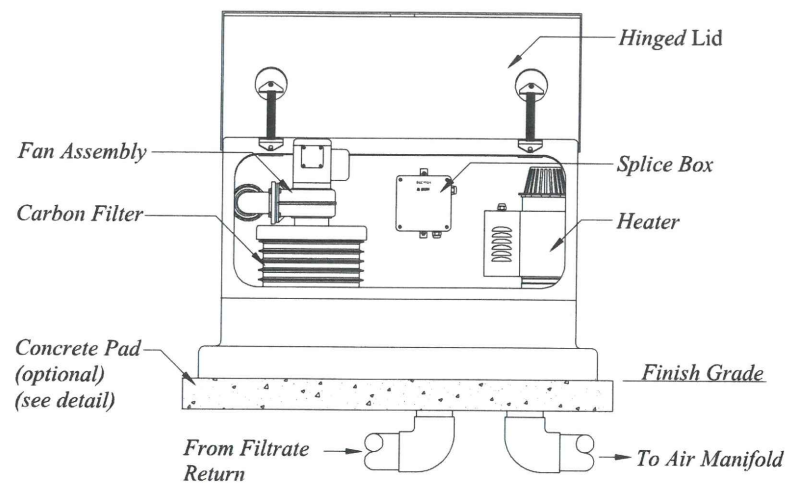
TANK DETAILS

Onsite Sewage System Improvements

SHEET

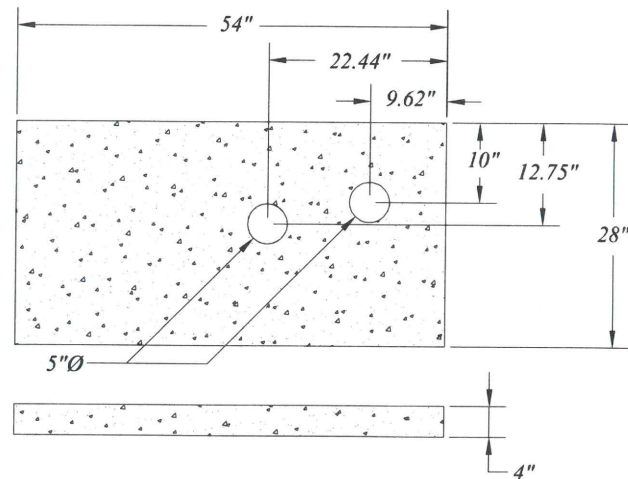
T11





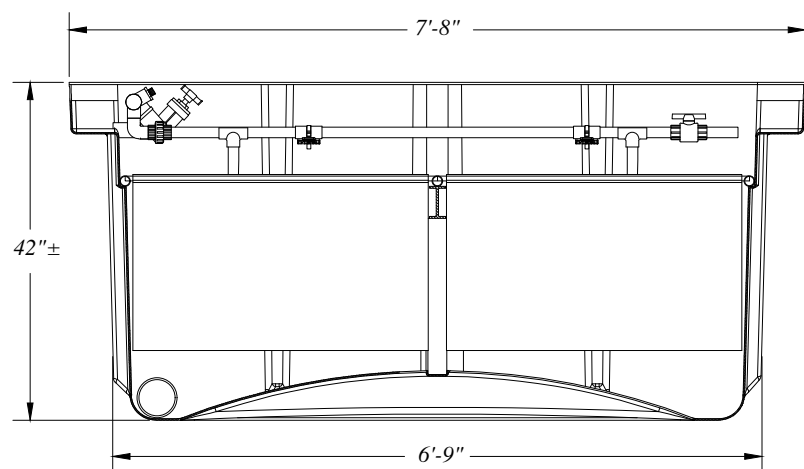
**Above Ground Fan Assembly with Heater**

Scale: 1" = 2'-0"



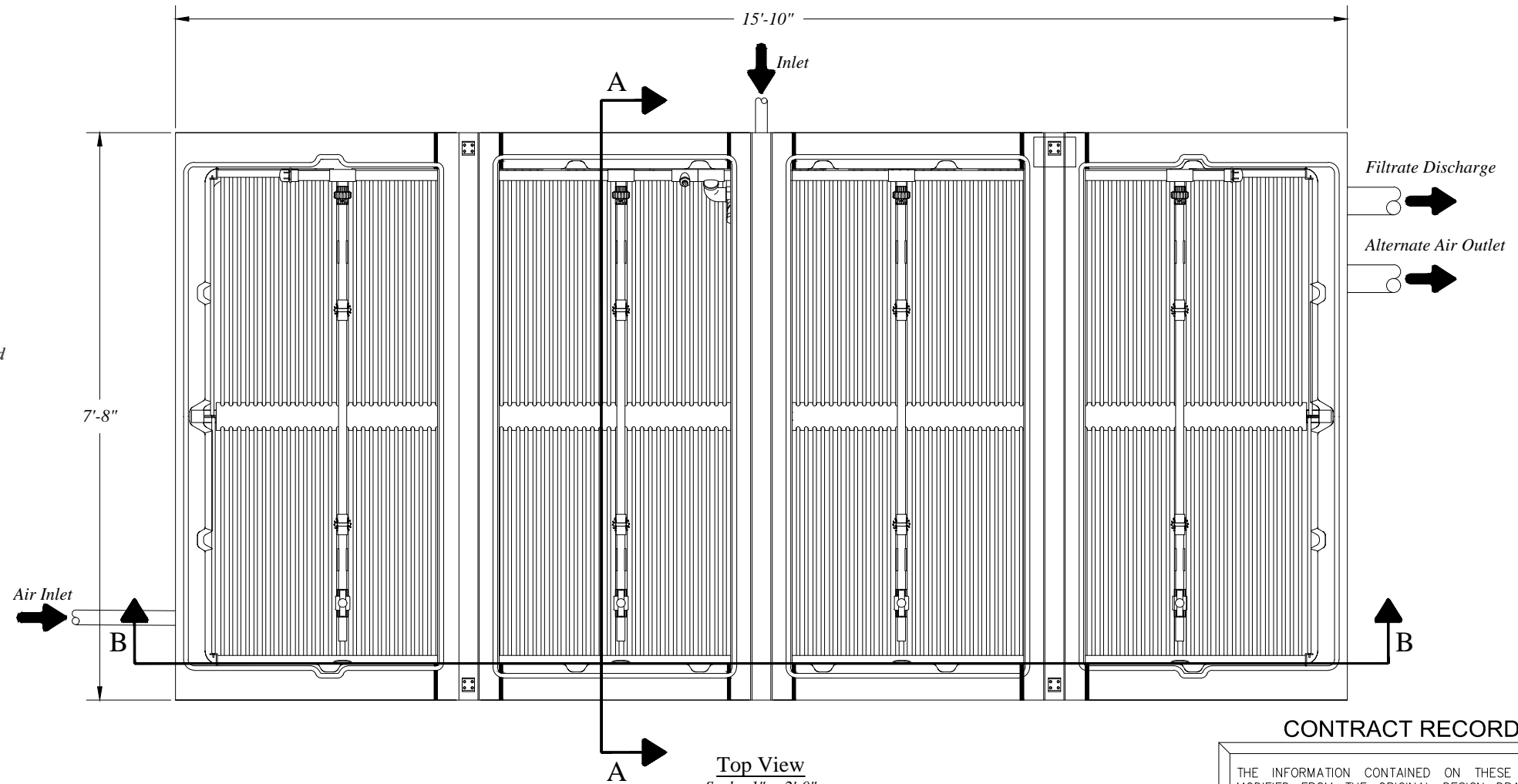
**Optional Fan Assy Pad Detail**

Scale: 1" = 2'-0"



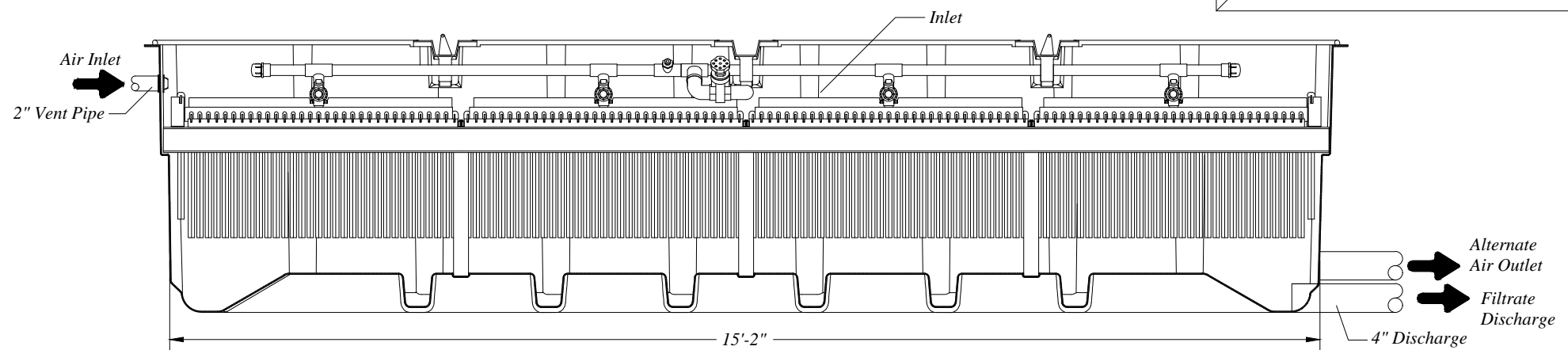
**Section A-A**

Scale: 1" = 2'-0"



**Top View**

Scale: 1" = 2'-0"



**Section B-B**

Scale: 1" = 2'-0"

**CONTRACT RECORD DRAWINGS**

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JOB No. 2017240028



**CES**

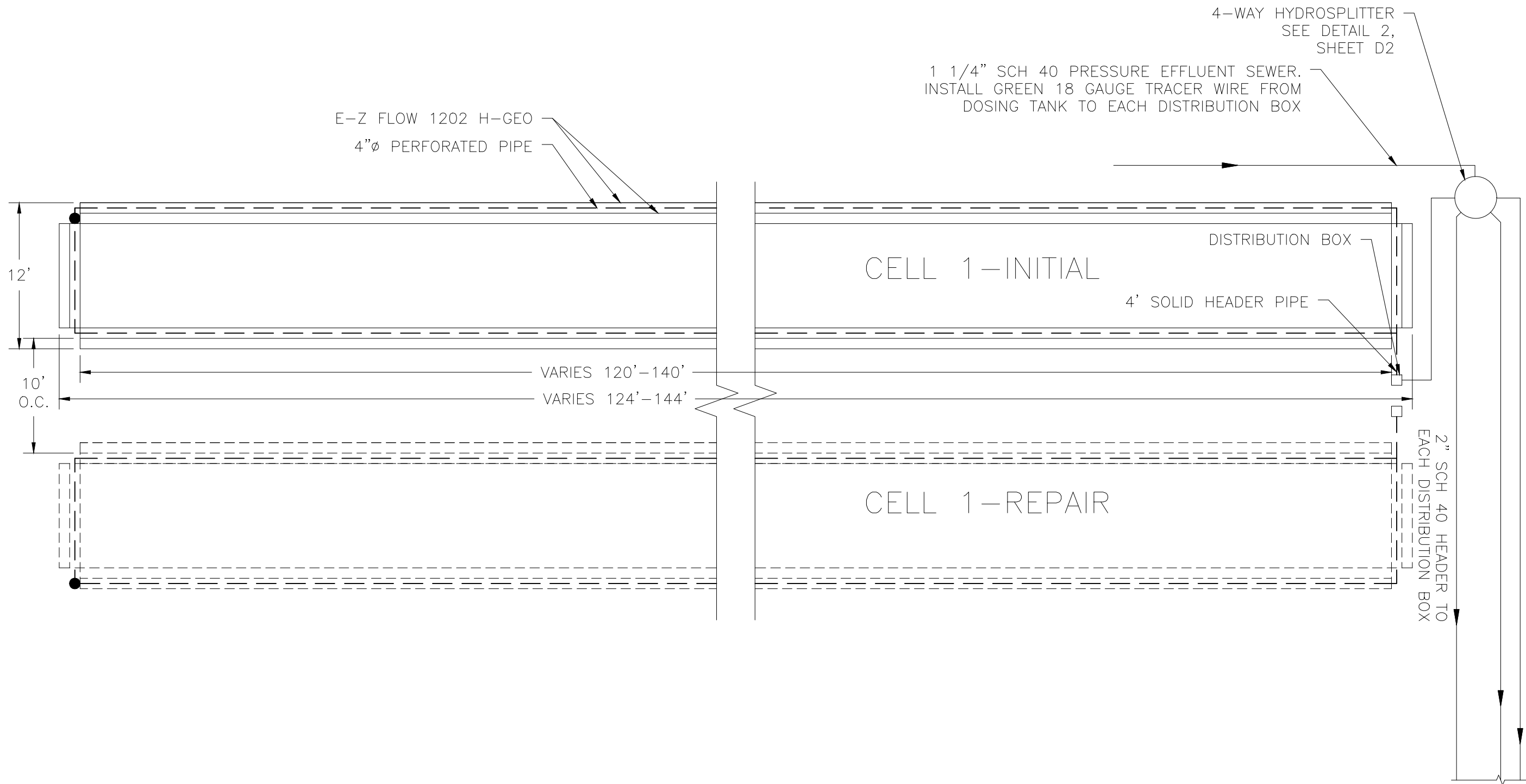
CASCADE EARTH SCIENCES

AdvanTex Filter Details

Onsite Sewage System Improvements

SHEET

F1



**LEGEND**



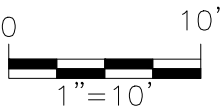
MONITORING PORT (1 PER CELL)  
SEE DETAIL 4, SHEET D2

**NOTE:** SEE ORIFICE TABLE ON SHEET D2 FOR  
REFERENCE TO INDIVIDUAL CELLS

**CONTRACT RECORD DRAWINGS**

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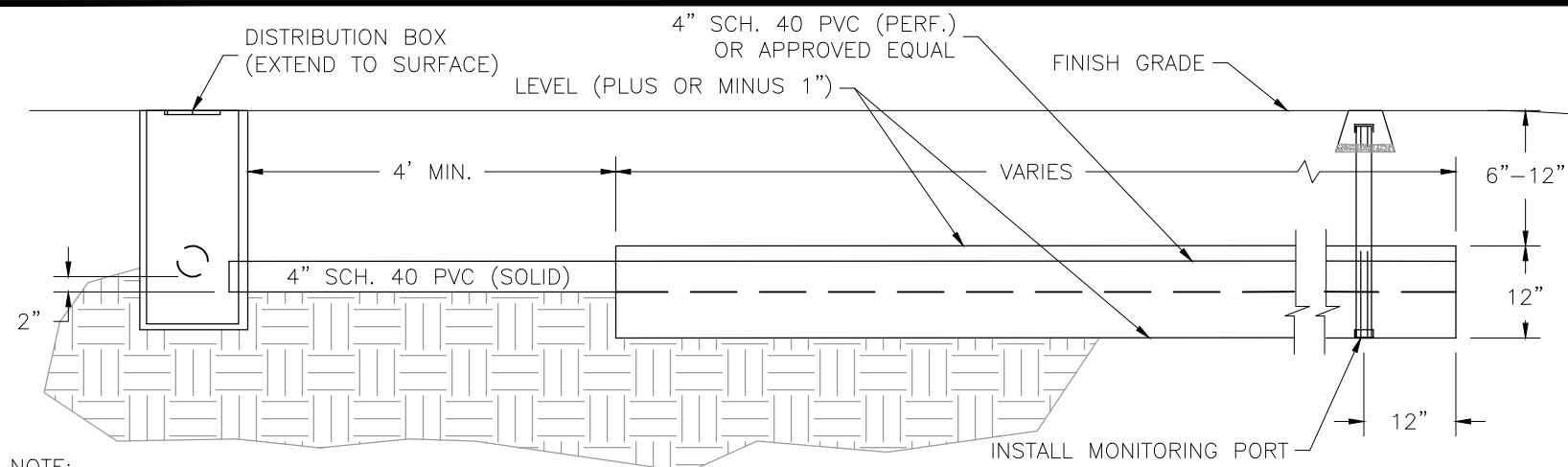
3/15/2019



**Certified Professional  
Soil Scientist  
BRIAN T. RABE  
15239 Exp.**  
Registered Wastewater Specialist  
No. EH-W-448430 Exp.

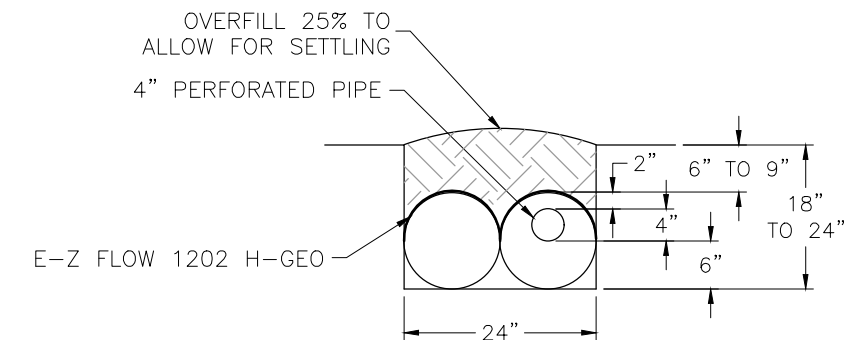
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Kine, LLC Tumalo Feed Company Site 64745 Highway 20 Bend, OR 97703	REV #	DESCRIPTION	BY	DATE	DES. BY 1BTR	<b>CASCADE EARTH SCIENCES</b>	DRAINFIELD PLAN DETAIL Onsite Sewage System Improvements	SHEET <b>D1</b>
					DRG. BY 6DJR			
					CHK. BY 1BTR			
					DATE 01/26/2018			
					JOB No. 2017240028			



**NOTE:**  
THE CONTRACTOR SHALL STAKE AND MEASURE THE EXISTING GROUND SURFACE ELEVATIONS ALONG EACH TRENCH. COMPARE THE MINIMUM AND MAXIMUM ELEVATIONS TO DETERMINE WHETHER THE TRENCH DEPTH LIMITS CAN BE MET. IF SO, EXCAVATE THE TRENCHES BASED ON THE MAXIMUM DEPTH FROM THE HIGHEST POINT. DEPTH MEASUREMENT TO BE MADE ON THE DOWN SLOPE SIDE OF THE TRENCH.

**1 DRAINFIELD SECTION**  
NOT TO SCALE

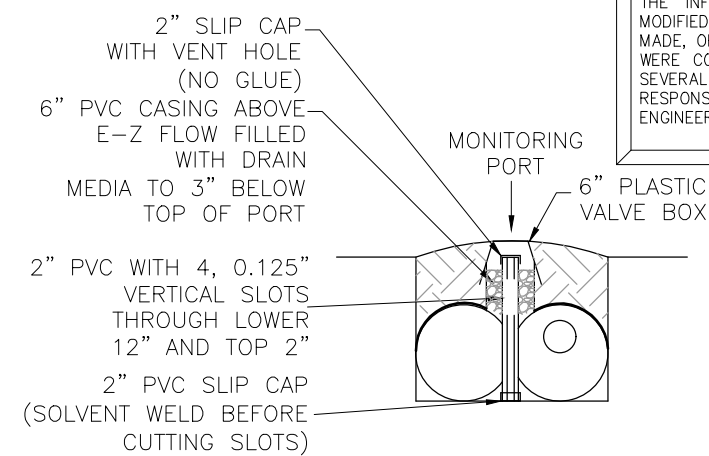


**3 END VIEW**  
NOT TO SCALE

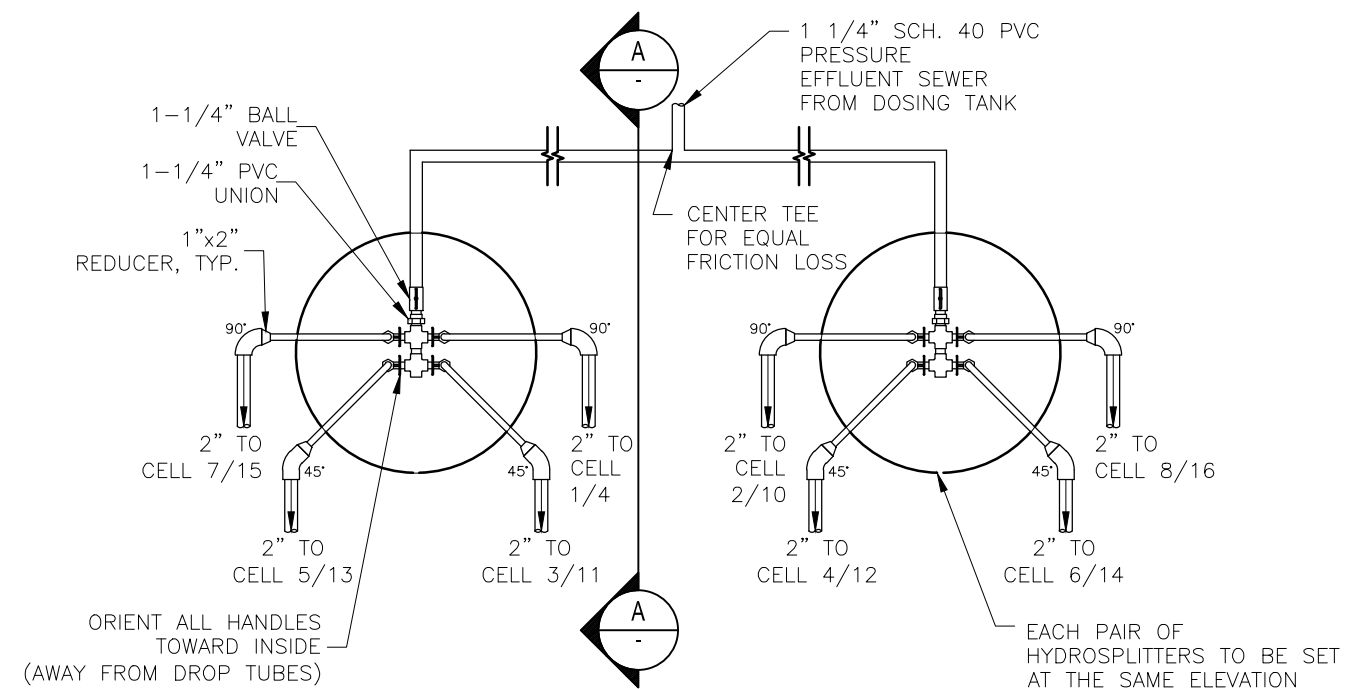
Orifice Sizing Table			
Cell	Length (ft)	Diameter (in)	Header (in)
1	280	0.375	2
2	280	0.375	2
3	280	0.375	2
4	280	0.375	2
5	280	0.375	2
6	280	0.375	2
7	300	0.391	2
8	300	0.391	2
9	280	0.375	2
10	280	0.375	2
11	260	0.359	2
12	260	0.359	2
13	260	0.359	2
14	280	0.375	2
15	300	0.391	2
16	300	0.391	2

### CONTRACT RECORD DRAWINGS

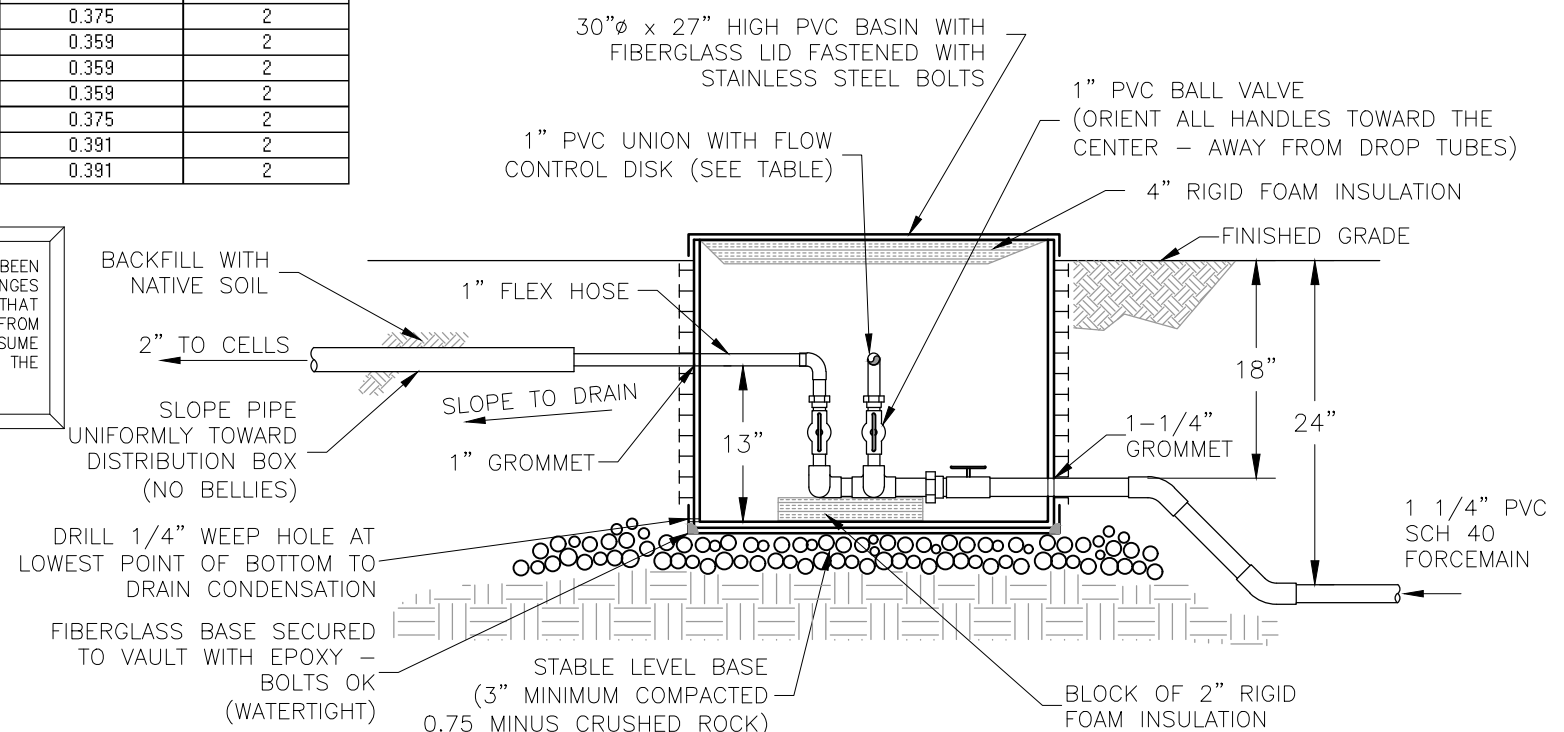
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**4 MONITORING PORT**  
NOT TO SCALE



**2 4-WAY HYDROSPITTER**  
NOT TO SCALE (TYP OF 4)



**A HYDROSPITTER CROSS-SECTION**  
NOT TO SCALE

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**CPSS**  
Certified Professional  
Soil Scientist  
BRIAN T. RABE  
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Kine, LLC  
Tumalo Feed Company Site  
64745 Highway 20  
Bend, OR 97703

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CHK. BY 1BTR  
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CASCADE EARTH SCIENCES

DRAINFIELD DETILS

Onsite Sewage System Improvements

SHEET

D2



MASTER CONTROL PANEL DATA - CUSTOM TCOM

REQUIRED OPTIONS	
QUANTITY	DESCRIPTION
12	PUMP RUN LIGHTS (1 FOR EACH PUMP OR FAN)
12	CURRENT SENSOR (1 FOR EACH PUMP OR FAN)
12	ALARM LIGHT - PUMP OR FAN FAIL (BLUE WITH LABEL)
1	ALARM LIGHT - RECIRCULATION HIGH LEVEL ALARM (RED WITH LABEL)
1	INDICATOR LIGHT - RECIRCULATION OVERRIDE TIMER (AMBER WITH LABEL - NO AUDIBLE)
1	INDICATOR LIGHT - RECIRCULATION NORMAL TIMER (BLUE WITH LABEL - NO AUDIBLE)
1	INDICATOR LIGHT - RECIRCULATION LOW TIMER (GREEN WITH LABEL - NO AUDIBLE)
1	ALARM LIGHT - RECIRCULATION LOW LEVEL ALARM (RED WITH LABEL)
1	ALARM LIGHT - DRAINFIELD HIGH LEVEL ALARM (RED WITH LABEL)
1	ALARM LIGHT - DRAINFIELD LOW LEVEL ALARM (RED WITH LABEL)
1	BACK-UP GENERATOR INTERFACE (GENERATOR PLUG AND RECEPTACLE, AND MANUAL TRANSFER SWITCH)
1	UPS (UNINTERRUPTED POWER SUPPLY)
1	PANEL HEATER (100 WATT) WITH ADJUSTABLE THERMOSTAT
1	SURGE ARRESTOR
1	TOUCH SCREEN INTERFACE
1	4G CELLULAR MODEM

Recirculation Tank

Low Timer Function - Alternating Cycles at Reduced ON Time  
Minimum of 1 Cycle (Complete Each Cycle - ON Time - Regardless of Float Position) ON  
Timer Settings: 30 seconds (0.50 minutes) ON (40 gpm - 20 gallons per dose) OFF

Normal Timer Function - Alternating Cycles  
Minimum of 1 Cycle (Complete Each Cycle - ON Time - Regardless of Float Position) ON  
Timer Settings: 1 minute 45 seconds ON (40 gpm - 70 gallons per dose) OFF

Override Timer Function - Alternating Cycles at Increased Frequency (Two Pumps)  
Minimum of 5 Cycles (Complete Each Cycle - ON Time - Regardless of Float Position) ON  
Timer Settings: 1 minute 45 seconds ON (80 gpm - 140 gallons per dose) OFF

Minimum Power Requirements at Panel  
230 Single Phase - 115 Single Phase VAC, 60 Hertz  
8 @ 20 AMP (1 for each Recirculation Pump, 230 VAC)  
3 @ 20 AMP (1 for each Drainfield Pump, 230 VAC)  
1 @ 15 AMP (115 VAC for Ventiliation Fan with Heater)  
1 @ 10 AMP (115 VAC for Panel Heater)  
1 @ 10 AMP (115 VAC for Panel)

80 AMP Service (L1, L2, N, G), 230 VAC Single Phase, (Minimum) from Power Source for Pumps  
20 AMP Service (L1, N, G), 115 VAC Single Phase from Power Source for Heater, Fan, and Controls

REFERENCE: ORENCO QUOTE NUMBER 120517SK3.1

Recirculation Pumps (Total of 5)  
PF 500712  
8.5 running amps at 230 VAC

Four Floats High Level Alarm  
Override Timer  
Normal Timer ON/OFF  
Redundant Off/Low Level Alarm

Drainfield Pumps (Total of 2)  
PF 300512  
6.7 running amps at 230 VAC

Four Floats High Level Alarm / Lag ON  
Lead ON  
Pumps OFF  
Redundant Off/Low Level Alarm

AdvanTex Blower (with Heater)

Timer Settings (Minutes)				
6:1 Ratio	5:1 Ratio	4:1 Ratio	3:1 Ratio	
5:1 Split	4:1 Spilt	3:1 Split	2:1 Split	
0.50	0.50	0.50	0.50	
0.78	1.04	1.42	2.06	

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Kine, LLC  
Tumalo Feed Company Site  
64745 Highway 20  
Bend, OR 97703

REV #	DESCRIPTION	BY	DATE

DES. BY 1BTR
DRG. BY 6DJR
CHK. BY 1BTR
DATE 01/26/2018
JOB No. 2017240028

CASCADE EARTH SCIENCES

CONTORL PANEL

Onsite Sewage System Improvements

SHEET

C1

S:\Working Drafting\2017240028 Kine LLC\DWG\2017240028 C1.dwg 1/26/2018 DR702784

Pump Selection for a Non-Pressurized System - Commerical Project

Tumalo Feed Company / Residential Dosing Septic Tanks and Tumalo Feed Company Dosing Tank

Parameters

Discharge Assembly Size	1.00	inches
Transport Length	2900	feet
Transport Pipe Class	40	
Transport Line Size	4.00	inches
Distributing Valve Model	None	
Max Elevation Lift	120	feet
Design Flow Rate	10	gpm
Flow Meter	None	inches
'Add-on' Friction Losses	0	feet

Calculations

Transport Velocity	0.3	fps
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Frictional Head Losses

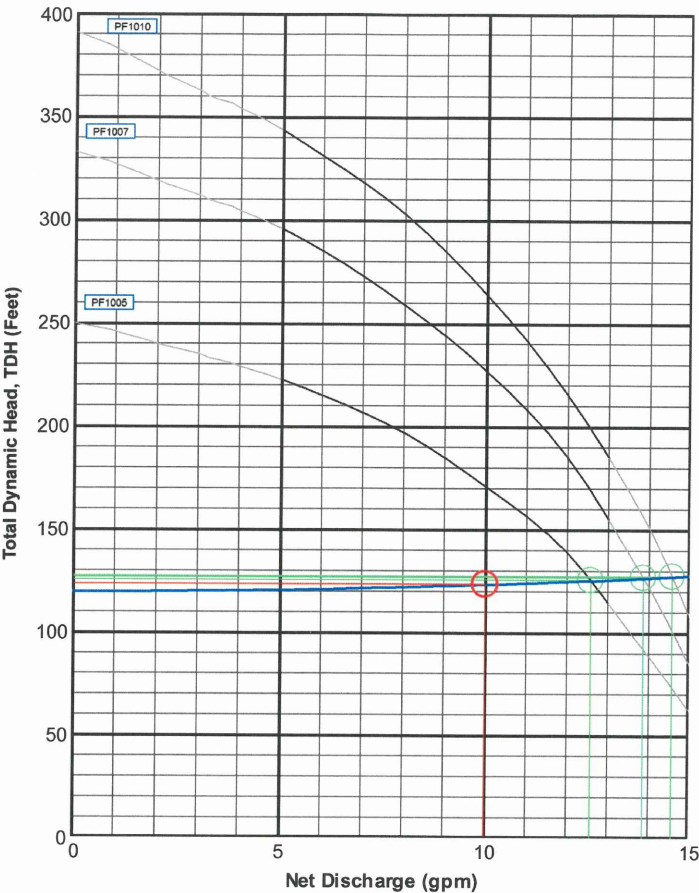
Loss through Discharge	3.3	feet
Loss in Transport	0.2	feet
Loss through Valve	0.0	feet
Loss through Flowmeter	0.0	feet
'Add-on' Friction Losses	0.0	feet

Pipe Volumes

Vol of Transport Line	1917.8	gals
-----------------------	--------	------

Minimum Pump Requirements

Design Flow Rate	10.0	gpm
Total Dynamic Head	123.5	feet



PumpData

PF1005 High Head Effluent Pump  
10 GPM, 1/2HP  
11 5/230 V 1Ø 60Hz, 200V 3Ø 60Hz

PF1007 High Head Effluent Pump  
10 GPM, 3/4HP  
230V 1Ø 60Hz, 200V 3Ø 60Hz

PF1010 High Head Effluent Pump  
10 GPM, 1HP  
230V 1Ø 60Hz, 200V 3Ø 60Hz

Legend

- System Curve: —
- Pump Curve: —
- Pump Optimal Range: —
- Operating Point: ●
- Design Point: ●



Pump Selection for a Pressurized System - Commerical Project

Tumalo Feed Company / Drainfield Dosing Tank

Parameters

Discharge Assembly Size	1.25	inches
Transport Length	350	feet
Transport Pipe Class	40	
Transport Line Size	1.25	inches
Distributing Valve Model	None	
Max Elevation Lift	6	feet
Manifold Length	1	feet
Manifold Pipe Class	40	
Manifold Pipe Size	1.25	inches
Number of Laterals per Cell	1	
Lateral Length	2.2	feet
Lateral Pipe Class	40	
Lateral Pipe Size	1.00	inches
Orifice Size	0.359	inches
Orifice Spacing	0.3	feet
Residual Head	5.2	feet
Flow Meter	1.5	inches
'Add-on' Friction Losses	0	feet

Calculations

Minimum Flow Rate per Orifice	3.64	gpm
Number of Orifices per Zone	8	
Total Flow Rate per Zone	29.3	gpm
Number of Laterals per Zone	1	
% Flow Differential 1st/Last Orifice	2.7	%
Transport Velocity	6.3	fps

Frictional Head Losses

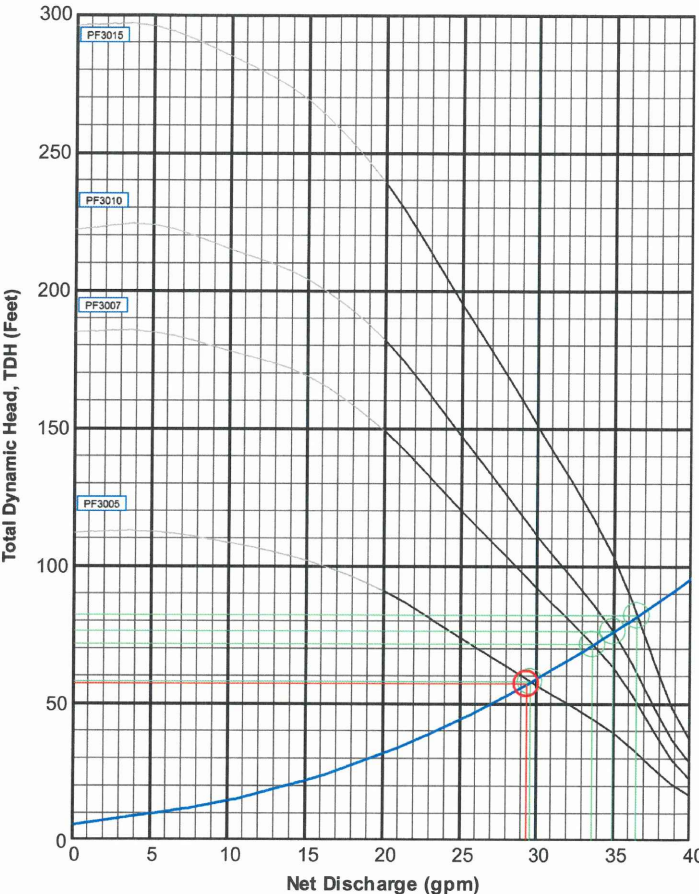
Loss through Discharge	6.0	feet
Loss in Transport	37.3	feet
Loss through Valve	0.0	feet
Loss in Manifold	0.0	feet
Loss in Laterals	0.4	feet
Loss through Flowmeter	2.4	feet
'Add-on' Friction Losses	0.0	feet

Pipe Volumes

Vol of Transport Line	27.2	gals
Vol of Manifold	0.1	gals
Vol of Laterals per Zone	0.1	gals
Total Volume	27.4	gals

Minimum Pump Requirements

Design Flow Rate	29.3	gpm
Total Dynamic Head	57.3	feet



PumpData

PF3005 High Head Effluent Pump  
30 GPM, 1/2HP  
11 5/230 V 1Ø 60Hz, 200V 3Ø 60Hz

PF3007 High Head Effluent Pump  
30 GPM, 3/4HP  
230V 1Ø 60Hz, 200/460V 3Ø 60Hz

PF3010 High Head Effluent Pump  
30 GPM, 1HP  
230V 1Ø 60Hz, 200/460V 3Ø 60Hz

PF3015 High Head Effluent Pump  
30 GPM, 1-1/2HP  
230V 1Ø 60Hz, 200/230/460V 3Ø 60Hz

Legend

- System Curve: —
- Pump Curve: —
- Pump Optimal Range: —
- Operating Point: ●
- Design Point: ●



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BRIAN T. RABE  
15239 Exp.  
Registered Wastewater Specialist  
No. EH-W-448430 Exp.

NOTE: DRAIN FIELD PUMPS WILL BE CONTROLLED FROM THE PANEL DESCRIBED ON SHEET C1. THE EXISTING TUMALO FEED PUMPS WILL BE REPLACED WITH PF 10 0512 PUMPS(CONTROLLED BY EXISTING PANEL). EACH RESIDENTIAL PUMP WILL BE CONTROLLED BY A STANDARD MVP-S1-DM CONTROL AND ALARM PANEL.

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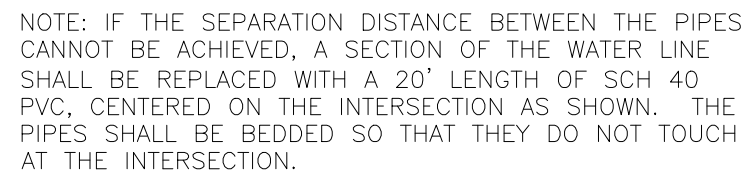
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PUMP CURVES

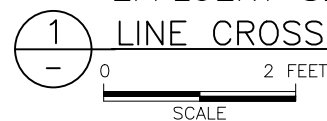
Onsite Sewage System Improvements

SHEET

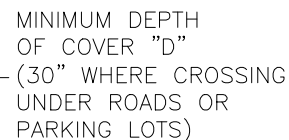
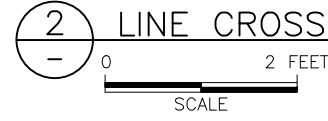
C2



EFFLUENT SEWER / WATER  
LINE CROSSING - SECTION

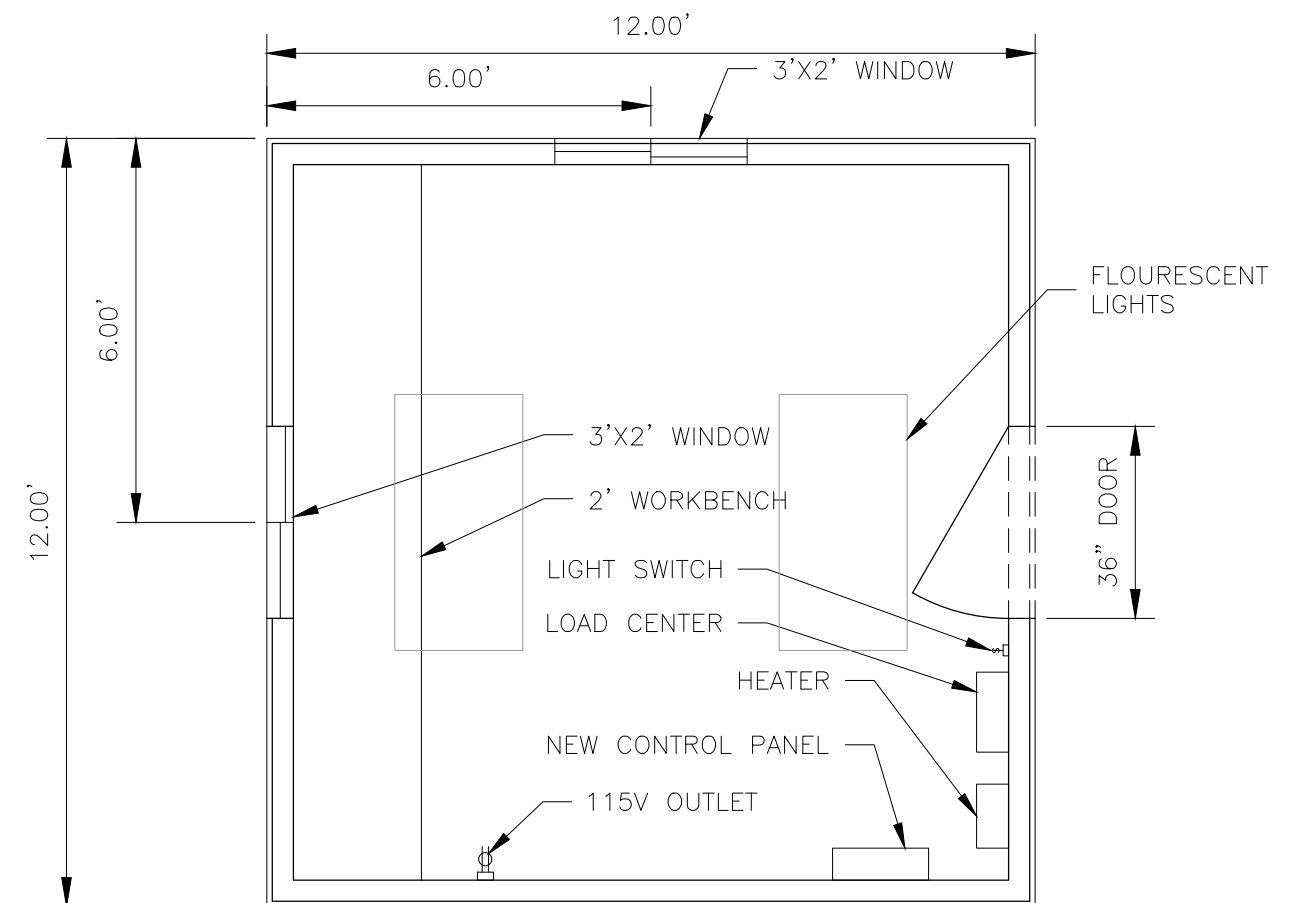
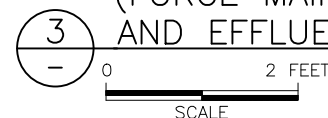


EFFLUENT SEWER / WATER  
LINE CROSSING - PLAN



UTILITY TYPE	A	B	C	D
GRAVITY SEWER	2"	4"	12"	18"
PRESSURE SEWER	2"	6"	12"	24"

TRANSPORT PIPING – SECTION  
(FORCE MAIN, BUILDING SEWER,  
AND EFFLUENT SEWER, TYP) DETAIL



5 SHED DETAIL



NOTE:  
12'X12' TUFF SHED WITH 8' WALL  
HEIGHT. PRESSURE TREATED 2x4  
FLOOR JOISTS AND PRESSURE  
TREATED PLYWOOD DECKING.  
(OR SITE-BUILT EQUAL OR BETTER  
- BY OTHERS)


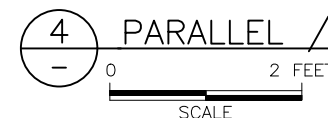
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3/15/2019



### PARALLEL / COMMON TRENCH DETAIL



**Certified Professional  
Soil Scientist  
BRIAN T. RABE  
15239 Exp.**  
**Registered Wastewater Specialist  
No. FH-W-448430 Exp.**

Kine, LLC  
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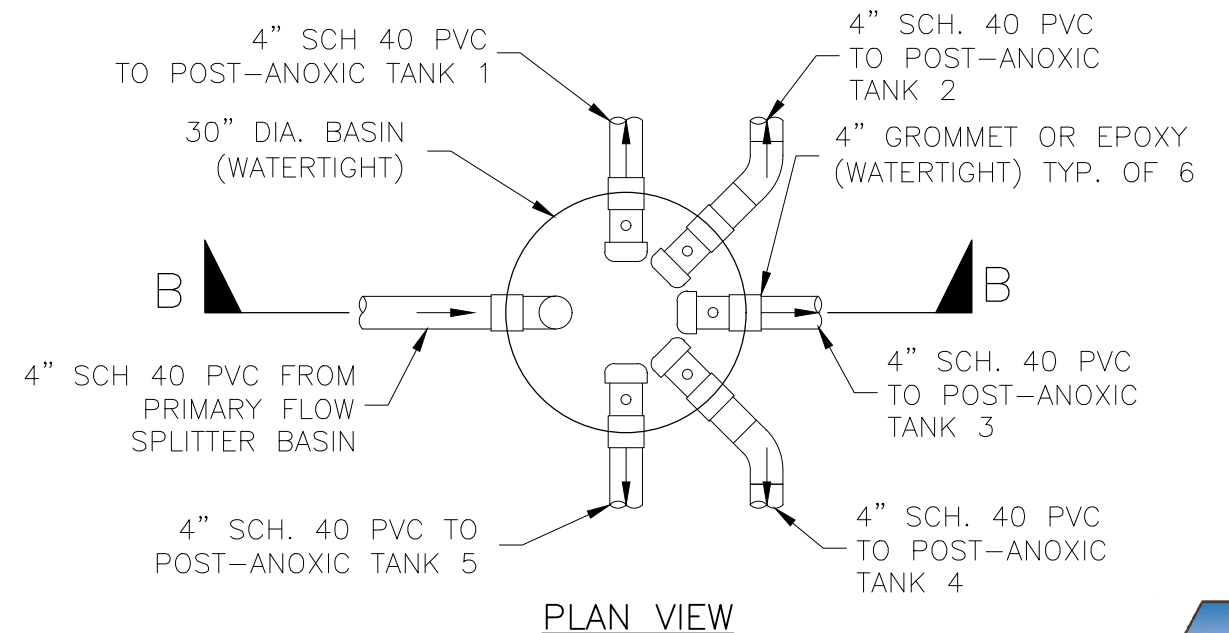
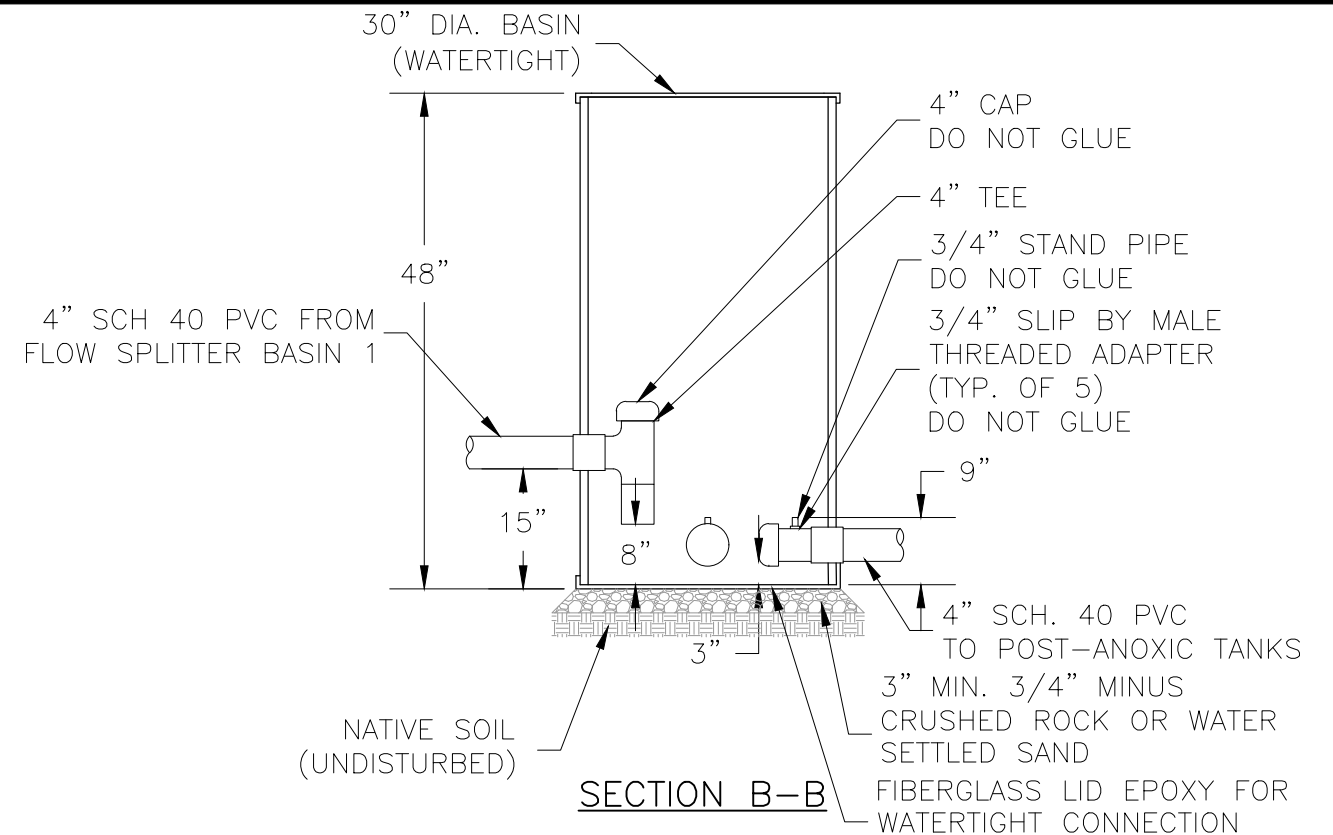
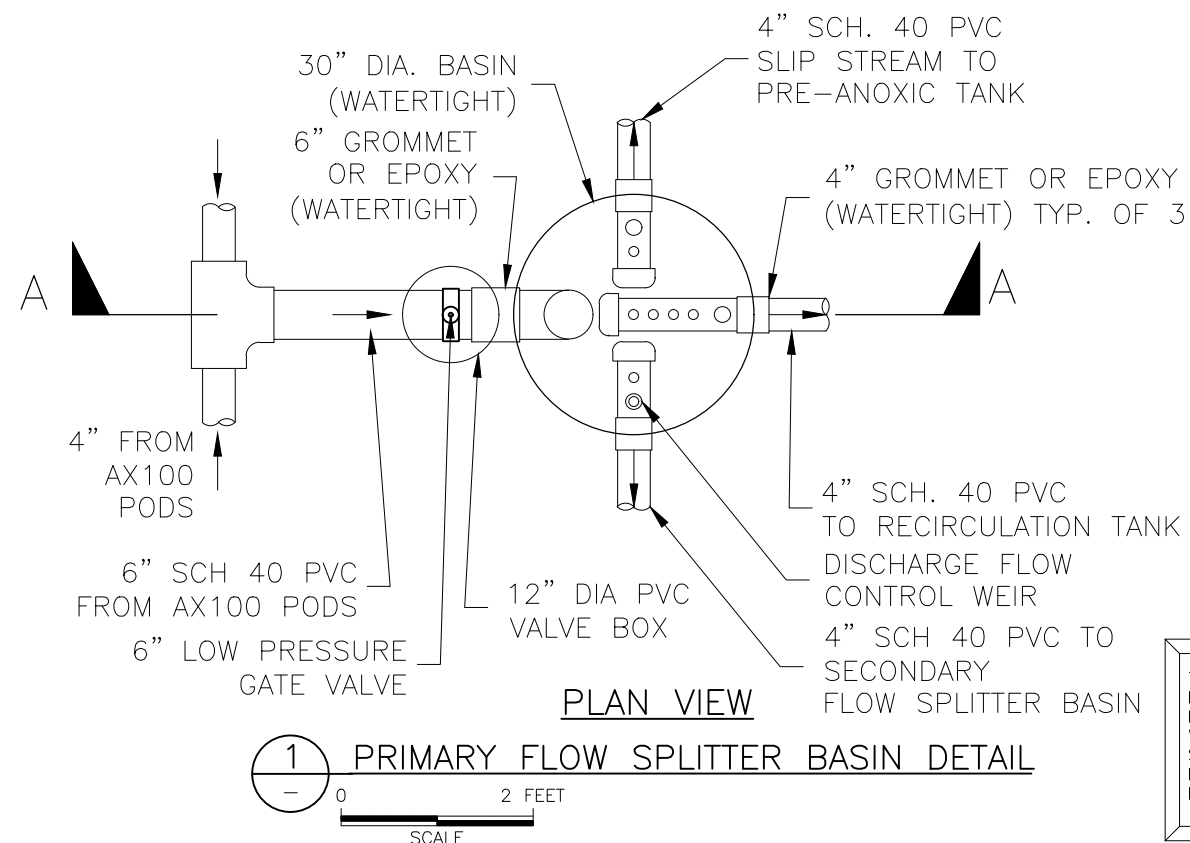
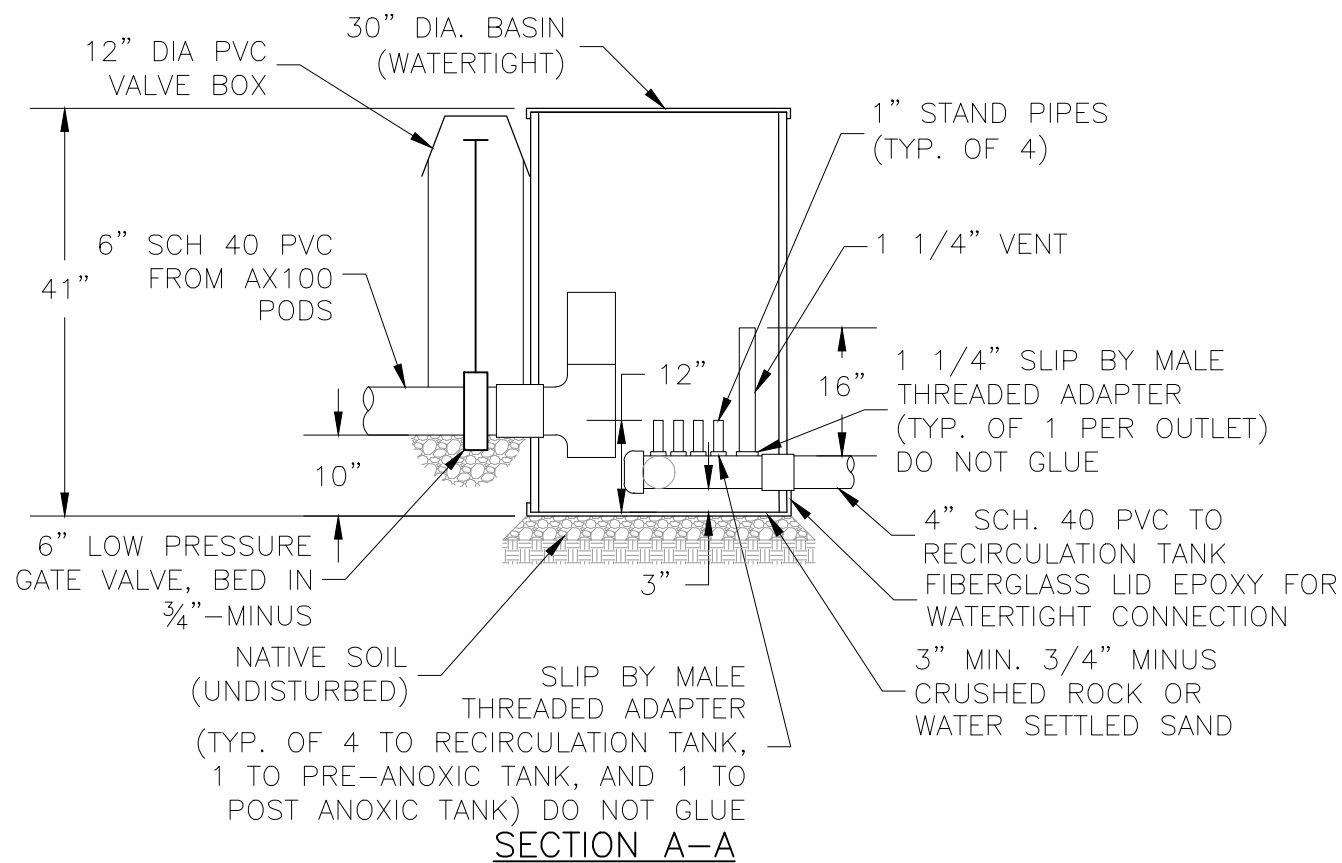
## Miscellaneous Details

### Onsite Sewage System Improvements

SHEET

M1

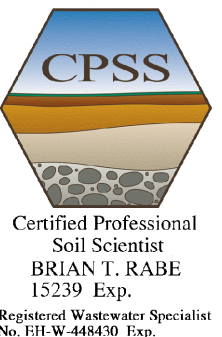




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CASCADE EARTH SCIENCES

MISCELLANEOUS DETAILS

Onsite Sewage System Improvements

SHEET

M2

Expiration Date: March 31, 2027  
Permit Number: 102630  
File Number: 111950  
Page 1 of 10 Pages

**MODIFICATION OF A  
WATER POLLUTION CONTROL FACILITIES PERMIT**

Oregon Department of Environmental Quality  
Eastern Region –Bend Office  
475 NE Bellevue Dr. Suite 110, Bend, OR 97701  
Telephone: 541-388-6146  
Issued pursuant to ORS 468B.050

**ISSUED TO:**

Tumalo Property Owners Association, Inc.  
250 NW Franklin Ave. Suite 401  
Bend, OR 97703

**SOURCES COVERED BY THIS PERMIT:**

Type of Waste  
Domestic

Method of Disposal  
Drainfields

**SYSTEM TYPE AND LOCATION:**

Advance Treatment Technology  
T16S, R12EWM, S31; TL 200  
Longitude: -121.336479; Latitude: 44.149668

**RIVER BASIN INFORMATION:**

Basin: Deschutes


Sub-Basin: Upper Deschutes

County: Deschutes

Nearest surface water which would receive waste  
if facility were to discharge: No Discharge.

Issued in response to Application No. 953576 received February 5, 2018.

This permit is issued based on the land use findings in the permit record.

  
Don Butcher, Water Quality Manager  
Eastern Region

October 31, 2018  
Date

**PERMITTED ACTIVITIES**

Until this permit expires or is modified or revoked, the permittee is authorized to construct, install, modify, or operate wastewater collection, treatment, control and disposal systems in conformance with all the requirements, limitations, and conditions set forth in the attached schedules as follows:

	<u>Page</u>
Schedule A - Waste Disposal Limitations .....	2
Schedule B - Minimum Monitoring and Reporting Requirements .....	3
Schedule C - Compliance Conditions and Schedules .....	5
Schedule D - Special Conditions.....	6
Schedule E - Not Applicable.....	--
Schedule F - General Conditions .....	8-10

All direct discharges to surface waters or the surfacing of raw or treated sewage are prohibited

**RECEIVED**

NOV 9 2018

DEQ  
Eastern Region Bend

## **SCHEDULE A**

### Waste Disposal Limitations

1. The permittee is authorized to construct, operate, and maintain sewage collection, treatment and disposal systems to accommodate the sewage flows from the Tumalo Homeowners Association in accordance with the conditions set forth in this permit.
2. The maximum daily sewage flow to the Advanced Treatment Technology system must not exceed 19,135 gallons per day. The monthly average daily sewage flow should not exceed 9567.5 gallons.
3. The daily sewage flow, as well as other influent and effluent parameters, for any new or expanded sewage system, installed after the issuance date of this permit, must not exceed the limitations and conditions specified in DEQ's approval letter for that system. DEQ may modify this permit to incorporate limitations and conditions for any new or expanded system.
4. Effluent from the treatment system prior to disposal must not exceed a maximum concentration of 20 mg/L for TSS or BOD<sub>5</sub> and 15 mg/L of Total Nitrogen.
5. No discharge to state waters is permitted. All wastewater must be discharged into on-site drainfields for dissipation by evapotranspiration and controlled seepage so as to prevent:
  - a. Surfacing of wastewater onto the ground surface;
  - b. Surface runoff or subsurface drainage through drainage tile;
  - c. The creation of odors, fly and mosquito breeding or other nuisance conditions;
  - d. Impairment of existing or future beneficial uses of surface water or groundwater.
  - e. Backing up of effluent into the building sewers or building structures.
6. No cooling water, air conditioning water, water softener brine, groundwater, oil, hazardous materials, roof drainage, storm water runoff or other aqueous or non-aqueous substances which are, in the judgment of the Department, detrimental to the performance of the system or to groundwater, must be discharged into the system.
7. No activities must be conducted that could cause an adverse impact on existing or potential beneficial uses of groundwater. All wastewater and process related residuals must be managed and disposed in a manner that will prevent a violation of the Groundwater Quality Protection Rules (OAR 340-040).



## SCHEDULE B

1. System Monitoring Requirements

The permittee must monitor the operation and efficiency of all treatment and disposal facilities. Sampling and measurements taken as required herein must be representative of the nature of the wastewater, and must be taken at peak usage during operation of the system. Unless otherwise agreed to in writing by the Department of Environmental Quality, data collected, and submitted must include but not necessarily be limited to the following parameters and minimum frequencies:

a. **Influent/Effluent prior to the Secondary Treatment System in accordance with the DEQ approved operations and maintenance manual for troubleshooting permit exceedances:**

Item or Parameter	Minimum Frequency	Type of Sample
BOD <sub>5</sub>	Annually	Grab
TSS	Annually	Grab
Grease and Oil	Annually	Grab
TKN	Annually	Grab

Footnote – Influent/Effluent sampling is required by permit only if effluent concentration limits to the absorption facility is exceeded.

b. **Facility flows to Treatment System**

Item or Parameter	Minimum Frequency	Type of Sample
Tumalo Junction	Monthly Average	Measurement or calculation based on meter readings
Tumalo Feed Company	Monthly Average	Measurement or calculation based on meter readings
Residential Units	Annually with a monthly average	Measurement or calculation based on meter readings
Other Potential Connections	Annually or Monthly Average To be determined	Measurement or calculation based on meter readings

c. **Effluent to Drainfield:**

Item or Parameter	Minimum Frequency	Type of Sample
Flow, GPD	Monthly Average	Measurement or calculation based on meter readings
Flow Meter Calibration if present	Annually	Verification
BOD <sub>5</sub>	Quarterly	Grab
TSS	Quarterly	Grab
TKN	Quarterly	Grab
NO <sub>3</sub> -N	Quarterly	Grab

Footnote - Effluent sampling requirements is to be sampled quarterly for a minimum of 8 quarters and may be reduced to semi-annually provided the results indicate additional sampling and analysis is not warranted. Any request for reduction in sampling must be made in writing and approved by DEQ.

d. **Operations and Maintenance Activities:**

Item or Parameter	Minimum Frequency	Type of Sample
Drainfield Areas	Monthly	Inspect to assure sewage is not surfacing
Disposal Trench Monitoring – Inspection ports on drainlines	Semi-Annually	Measure and record depth of effluent if present
Test operation of all pumps, floats and alarms	Annually	Visual/Audible
All Effluent filter and pump screens	Annually	Visual
Pretreatment units	Quarterly	Maintenance according to O&M manual
Septic Tank maintenance	Every 3 years	Measure scum and sludge levels and assure that the tanks are watertight
Inspect all Distribution units	Annually	Visual – assure units are operating properly

e. **Biosolids Management:**

Item or Parameter	Minimum Frequency	Type of Sample
Solids pumped from septic and dosing tanks	Each Occurrence	Date, volume (gallons), hauler, transfer point

2. **Reporting Procedures**

Monitoring, maintenance practices, solids handling, and results must be reported on DEQ-approved forms. The reporting period is quarterly. Unless otherwise approved in writing by DEQ, reports must be submitted to the DEQ office listed on the face page of this permit by the 15<sup>th</sup> day of January, April, July, and October. If sampling monitoring is approved for annually the reporting period is January 15 following the reporting period.

## **SCHEDULE C**

### **Compliance Conditions and Schedules**

1. Within 90 days of permit issuance, the permittee must ensure that a utility easement and covenant against conflicting uses is executed and recorded in the permittee's favor, on a form approved by DEQ, in the county land title records. The easements and covenants must accommodate the parts of the system, including a 10 foot setback surrounding the areas for future repair or replacement, that lie beyond the property line of the facility served and must allow entry by the grantee, successor, or assigns to install, maintain, and repair the system. and a covenant in favor of the State of Oregon:
2. Within 180 days of permit issuance, the permittee must submit to DEQ a copy of the homeowners association with CCR's and bylaws.
3. The permittee is expected to meet the compliance dates that have been established in this schedule. Either prior to or no later than 14 days following any lapsed compliance date, the permittee shall submit to the Department a notice of compliance or noncompliance with the established schedule. The Director or his authorized representative may revise a schedule of compliance if he determines good and valid cause resulting from events over which the permittee has little or no control.



## SCHEDULE D

### Special Conditions

1. Prior to constructing or modifying any wastewater control facilities, detailed plans and specifications must be approved in writing by DEQ. After approval of the plans, all construction must be in strict conformance with the plans unless approved in writing by DEQ.
2. The sewage collection, treatment and disposal system crosses multiple property lines and requires that there be dedicated easements. The permittee is responsible to assure easements for each connection.
3. The permittee must maintain on file a complete Operations and Maintenance (OM&M) Plan approved by DEQ and implement preventative maintenance practices or corrections at the frequencies required in the Department approved O&M Plan. Any changes to the plan must be approved by DEQ. If an updated OM&M plan is approved after permit issuance the OM&M plan takes precedence over monitoring permit conditions.
4. The permittee must install, operate and maintain all wastewater collection control and disposal system materials and equipment including, but not limited to, tanks, pumps, controls and valves; in accordance with design or manufacturer's minimum specifications.
5. The permittee must, during all times of disposal, provide personnel to ensure the continuous performance of the disposal system within the limitations of this permit. In the event that any condition of this permit or DEQ rules are violated, the permittee must immediately take action to correct the violation and to notify DEQ **within 24 hours** at: DEQ's Eastern Region Water Quality Program Office (541) 388-6146.

Response: In response to a notification, DEQ may conduct an investigation to evaluate the nature and extent of the problem, and may require additional corrective actions, as necessary. Compliance with this requirement does not relieve the permittee from responsibility to maintain continuous compliance with the conditions of this permit or the resulting liability for failure to comply.

6. Unless otherwise agreed to in writing by DEQ the permittee must maintain a contract with a DEQ certified maintenance provider or be certified. The contract is to assure that the treatment and disposal systems will be operated and maintained (O&M) in accordance with manufacturer's minimum specifications, in accordance with permit conditions and in accordance with the DEQ approved operation and maintenance plan.
7. The permittee must notify DEQ in writing of any change in the O&M provider and must provide DEQ with copies of new contracts within thirty (30) days of any change in service.
8. The permittee must immediately notify the DEQ Bend office (phone 388-6146) of any occurrence of surfacing sewage so corrective action can be coordinated between the permittee and DEQ. When the DEQ offices are not open, the permittee must report the incident to the Oregon Emergency Response System (phone 1-800-452-0311).
9. The permittee must implement preventative maintenance practices or corrections in accordance with the following time schedule unless otherwise agreed to in writing by DEQ:

- a. Pump all tanks when sludge and scum volume exceeds 35 percent of the liquid capacity of the tanks or every 10 years whichever comes first; or as needed if maintained by a certified maintenance provider.
  - b. Clean septic tank effluent filters when 25 percent of the surface becomes clogged.
  - c. Pump solids from dosing tanks every 5 years to prevent interference with pump mechanisms and to protect the drainfields; or as needed if maintained by a certified maintenance provider.
  - d. Clean pump screens when 25 percent of the screen surface area become clogged.
  - e. Clean all hydrosplitter orifices annually.
10. All septage/sludge (biosolids) shall be managed by a sewage disposal service which is licensed in accordance with Oregon Administrative Rule 340-71-600.
  11. The disposal area, including installed system and replacement area must not be subject to activity that would, in the opinion of the Department, adversely affect the soil or the functioning of the system. This includes, but is not limited to, vehicular traffic, covering the area with asphalt or concrete, filling, cutting, or other soil modification.
  12. Any new prospective owner must be shown a copy of this permit and understand the sewage disposal and treatment system limitations, and to be aware that a change of ownership is required to transfer the permit.
  13. DEQ may reopen the Schedules in this permit, if necessary, to include new or revised conditions.
  14. The permittee will not be required to perform a formal hydrogeological characterization or preliminary groundwater monitoring during the term of this permit provided:
    - a. The facilities are operated in accordance with the permit conditions, and
    - b. There are no apparent adverse groundwater quality impacts (complaints, system malfunction, or other indirect evidence) resulting from the facility's operation.

If warranted, at any time, the Department may evaluate the need for or require a full assessment of the facility's impact on groundwater quality.



## **SCHEDULE F**

### **WPCF GENERAL CONDITIONS**

#### **SECTION A. STANDARD CONDITIONS**

1. Duty to Comply with Permit

The permittee must comply with all conditions of this permit. Failure to comply with any permit condition is a violation of Oregon Revised Statutes (ORS) 468B.025 and grounds for an enforcement action. Failure to comply is also grounds for the Department to modify, revoke, or deny renewal of a permit.

2. Property Rights and Other Legal Requirements

Issuance of this permit does not convey any property rights of any sort, or any exclusive privilege, or authorize any injury to persons or property or invasion of any other rights, or any infringement of federal, tribal, state, or local laws or regulations.

3. Liability

The Department of Environmental Quality or its officers, agents, or employees may not sustain any liability on account of the issuance of this permit or on account of the construction or maintenance of facilities or systems because of this permit.

4. Permit Actions

After notice by the Department, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including but not limited to the following:

- a. Violation of any term or condition of this permit, any applicable rule or statute, or any order of the Commission;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts.

5. Transfer of Permit

This permit may not be transferred to a third party without prior written approval from the Department. The Department may approve transfers where the transferee acquires a property interest in the permitted activity and agrees in writing to fully comply with all the terms and conditions of this permit and the rules of the Commission. A transfer application and filing fee must be submitted to the Department.

6. Permit Fees

The permittee must pay the fees required by Oregon Administrative Rules.

#### **SECTION B. OPERATION AND MAINTENANCE OF POLLUTION CONTROLS**

1. Proper Operation and Maintenance

At all times the permittee must maintain in good working order and properly operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to comply with the terms and conditions of this permit.

2. Standard Operation and Maintenance

All waste collection, control, treatment, and disposal facilities or systems must be operated in a manner consistent with the following:



- a. At all times, all facilities or systems must be operated as efficiently as possible in a manner that will prevent discharges, health hazards, and nuisance conditions.
- b. All screenings, grit, and sludge must be disposed of in a manner approved by the Department to prevent any pollutant from the materials from reaching waters of the state, creating a public health hazard, or causing a nuisance condition.
- c. Bypassing untreated waste is generally prohibited. Bypassing may not occur without prior written permission from the Department except where unavoidable to prevent loss of life, personal injury, or severe property damage.

3. Noncompliance and Notification Procedures

If the permittee is unable to comply with conditions of this permit because of surfacing sewage; a breakdown of equipment, facilities or systems; an accident caused by human error or negligence; or any other cause such as an act of nature, the permittee must:

- a. Immediately take action to stop, contain, and clean up the unauthorized discharges and correct the problem.
- b. Immediately notify the Department's Regional office so that an investigation can be made to evaluate the impact and the corrective actions taken, and to determine any additional action that must be taken.
- c. Within 5 days of the time the permittee becomes aware of the circumstances, the permittee must submit to the Department a detailed written report describing the breakdown, the actual quantity and quality of waste discharged, corrective action taken, steps taken to prevent a recurrence, and any other pertinent information.

Compliance with these requirements does not relieve the permittee from responsibility to maintain continuous compliance with the conditions of this permit or liability for failure to comply.

4. Wastewater System Personnel

The permittee must provide an adequate operating staff that is duly qualified to carry out the operation, maintenance, and monitoring requirements to assure continuous compliance with the conditions of this permit.

**SECTION C. MONITORING AND RECORDS**

1. Inspection and Entry

The permittee must at all reasonable times allow authorized representatives of the Department to:

- a. Enter upon the permittee's premises where a waste source or disposal system is located or where any records are required to be kept under the terms and conditions of this permit;
- b. Have access to and copy any records required by this permit;
- c. Inspect any treatment or disposal system, practices, operations, monitoring equipment, or monitoring method regulated or required by this permit; or
- d. Sample or monitor any substances or permit parameters at any location at reasonable times for the purpose of assuring permit compliance or as otherwise authorized by state law...

2. Averaging of Measurements

Calculations of averages of measurements required for all parameters except bacteria must use an arithmetic mean; bacteria must be averaged as specified in the permit.

3. Monitoring Procedures

Monitoring must be conducted according to test procedures specified in the most recent edition of **Standard Methods for the Examination of Water and Wastewater**, unless other test procedures have been approved in writing by the Department and specified in this permit.

4. Retention of Records

The permittee must retain records of all monitoring and maintenance information, including all calibrations, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. The Department may extend this period at any time.

**SECTION D. REPORTING REQUIREMENTS**

1. Plan Submittal

Pursuant to Oregon Revised Statute 468B.055, unless specifically exempted by rule, construction, installation, or modification of disposal systems, treatment works, or sewerage systems may not commence until plans and specifications are submitted to and approved in writing by the Department. All construction, installation, or modification shall be in strict conformance with the Department's written approval of the plans.

2. Change in Discharge

Whenever a facility expansion, production increase, or process modification is expected to result in a change in the character of pollutants to be discharged or in a new or increased discharge that will exceed the conditions of this permit, a new application must be submitted together with the necessary reports, plans, and specifications for the proposed changes. A change may not be made until plans have been approved and a new permit or permit modification has been issued.

3. Signatory Requirements

All applications, reports, or information submitted to the Department must be signed and certified by the official applicant of record (owner) or authorized designee.

**SECTION E. DEFINITIONS**

1. *BOD<sub>5</sub>* means five-day biochemical oxygen demand.
2. *TSS* means total suspended solids.
3. *FC* means fecal coliform bacteria.
4. *NH<sub>3</sub>-N* means Ammonia Nitrogen.
5. *NO<sub>3</sub>-N* means Nitrate Nitrogen.
6. *NO<sub>2</sub>-N* means Nitrite Nitrogen.
7. *TKN* means Total Kjeldahl Nitrogen.
8. *Cl* means Chloride.
9. *TN* means Total Nitrogen.
10. "*Bacteria*" includes but is not limited to fecal coliform bacteria, total coliform bacteria, and *E. coli* bacteria.
11. *Total residual chlorine* means combined chlorine forms plus free residual chlorine.
12. *mg/l* means milligrams per liter.
13. *ug/l* means micrograms per liter.
14. *kg* means kilograms.
15. *GPD* means gallons per day.
16. *MGD* means million gallons per day.
17. *Grab sample* means an individual discrete sample collected over a period of time not to exceed 15 minutes.
18. *Composite sample* means a combination of samples collected, generally at equal intervals over a 24-hour period, and based on either time or flow.
19. *Week* means a calendar week of Sunday through Saturday.
20. *Month* means a calendar month.
21. *Quarter* means January through March, April through June, July through September, or October through December.





## Permit Modification Evaluation Report

Oregon Department of Environmental Quality  
Eastern Region – Bend Office  
475 NE Bellevue Drive, Suite 110  
Bend, OR 97701

<b>Permittee:</b>	Tumalo Property Owners Association, Inc. 250 NW Franklin Ave, Suite 401 Bend, OR 97703
<b>Permit Information:</b>	File Number: 111950 Permit Number: 102630 Expiration Date: March 31, 2027
<b>Source Contact:</b>	Responsible Official: Larry Kine at 541-617-1999 Facility Contact: Larry Kine <a href="mailto:larrykine@gmail.com">larrykine@gmail.com</a>
<b>Facility Location:</b>	64745 W. Highway 20; Bend, OR T16S, R12EWM, S31A; TL6100 and T16S, R12EWM, S31; TL 200 Longitude -121.336479; Latitude 44.149668 Longitude -121.332749; Latitude 44.146111 Deschutes County
<b>Receiving Stream/Basin:</b>	No discharge. Closest location for a discharge would be the Deschutes River; Deschutes Basin – Upper Deschutes Sub-Basin
<b>Proposed Action:</b>	Issue Permit Modification Application Number: 953576 Date Received: February 5, 2018
<b>Source Category:</b>	Domestic
<b>Sources Covered:</b>	Onsite Wastewater Treatment System
<b>Permit Type:</b>	WPCF-OS
<b>Permit Writer:</b>	Lawrence Brown Environmental Health Specialist Date Prepared: April 13, 2018

### Introduction

Kine, LLC is proposing to replace the existing treatment and subsurface distribution components that currently serve the Tumalo Feed Company area to accommodate up to an additional 29-lot housing project and the Tumalo Junction Commercial Building operations with the capacity for up to an additional 17 homes or other commercial sources with comparable flows. However, any additional connections are subject to review and approval based on actual flow and system performance.

The total design flow for this project is 19,135 gallons per day and requires that the current WPCF permit be modified which would then be issued to the Tumalo Property Owners Association, Inc.



On February 5, 2018, DEQ received a Water Pollution Control Facility (WPCF) permit name change and request for permit modification from Kine, LLC. In response, I have drafted a proposed permit for the Tumalo Home Owners Association for issuance. My evaluation report describes any concerns as well as permit requirements for effluent limitations, monitoring and reporting, compliance schedules, and special conditions necessary to carry out state and federal law.

### **Land Use Approval**

On file is a Land Use Compatibility Statement (LUCS) signed by Deschutes County dated January 23, 2018 along with the findings indicating that the use is compatible with the Land Conservation and Development Commission-acknowledged comprehensive plan or complies with statewide planning goals. While the LUCS description indicates a design flow up to 19,150 gpd this is not a County limitation.

### **Wastewater Treatment Facilities Description**

Current peak design flows used for the existing development (Tumalo Feed Company - referred to in this report as the lower section) was 8,750 gpd. However, averaged flow patterns and waste strength for the last three years from the facility (dinner only) operations shows predicted peak flows of 3,339 gallons per day. It is expected that flows and/or organic loading amounts would increase if the facility expands operational hours or significantly changes their menu items.

In addition to the Tumalo Feed Company evaluation, the consultant also evaluated the potential connection of the Tumalo Junction Commercial Building as well as the newly proposed 29 unit housing project. Calculated peak flows for the Tumalo Junction facility operations was determined to be 1,946 gallons while the 29 unit housing project would add an additional 300 gpd peak flow per residential unit (8,700 gpd) for a total combined predicted peak flow of the entire facility's operations at 13,985. With that in mind and for potential future connections the proposed sewage treatment and disposal system is being designed for predicted peak flows of 19,135 gallons. Monthly average daily flows should be 50% of the peak flow design otherwise premature failure of the system can occur.

It is being proposed that the primary treatment system components serving the existing commercial development (Tumalo Feed Company) in the lower area will remain in place. However, the pumps in the dosing tank that transferred effluent to the current treatment system, as well as the pumps in the dosing tank that transferred effluent to the drainfield for the Tumalo Junction Commercial Building, will be replaced with lower flow/higher head pumps capable of lifting effluent approximately 120 feet in elevation and transporting effluent up to 2,900 linear feet to the new treatment system area. The new treatment area will be located on property owned by the Laidlaw Water District to the northwest.

With the collection and treatment system occurring on multiple tax lots easements are required as well as a homeowners association. The homeowners association is to provide a long term management and financial plan for continuous maintenance, operation and replacement of such common facilities.

The "Tumalo Feed Company restaurant wastewater system" consists of three 2,000 gallon grease interceptor tanks, an 8,000 gallon septic tank and two 2,000 gallon tanks in series as the dosing tank to provide 4,000 gallons of surge volume. Additionally, each residence will have their own dosing septic tank. Effluent from the lower area dosing tanks and from the Tumalo Junction Commercial Building operations will be pumped to an 18,450 gallons (working volume) commingle/pre-anoxic tank assembly for the first stage of nitrogen reduction. Effluent will then flow to an 18,000 gallon recirculation tank assembly that discharges to five AdvanTex (AX100) treatment units for fixed film biological treatment and nitrification. A primary flow



splitter basin will manage the returning flows between the pre-anoxic tank, recirculation tank and the secondary splitter basin where effluent is divided into five separate solid-phase carbon post-anoxic tanks for final denitrification. Treated effluent will then flow to a 3,000 gallon dosing tank for dispersal into 16 cells of pressure-assisted, equal distribution, drainfields using two hydrosplitters per 8 cells. There will be 260 to 320 linear feet per cell for a total of 4,500 linear feet of drainline. It is expected that BOD and TSS will take up to 3 to 6 months to stabilize in order to meet permit requirements.

This sewage collection, treatment and disposal system as well as the dedicated repair area crosses multiple property lines and requires that there be dedicated easements.

### **Environmental Issues**

Kine, LLC provided DEQ a groundwater and public health assessment that concluded a low risk of contamination. DEQ's hydrologist agrees with the assessment for flows under 20,000 gallons per day as long as 15 mg/L of TN is met. The assessment takes into account the removal of existing flows out of a rapidly draining site with a direct hydraulic connection to the Deschutes River. Additionally, the new site involves finer textured soils (sandy loam) and is underlain by restrictive parent material. The finer textured and shallower soils have the potential to provide additional treatment through plant uptake while the underlying parent material restricts downward movement of various waste constituents. The system is also utilizing Advanced Treatment Technology to meet, at a minimum, 20 mg/L BOD & TSS.

### **Compliance History**

This facility recently changed hands with plans for expansion. While the prior treatment system had a few operational problems this will be a new wastewater system. DEQ does not have a documented history as it relates to enforcement actions for the newer facility operations.

As a permit condition, the permittee must report incidents of noncompliance.

## **PROPOSED PERMIT LIMITS AND CONDITIONS**

### **Schedule A - Waste Disposal Limitations**

The maximum daily peak flow limit to the approved wastewater system has been identified in the permit. All wastewater must be treated and discharged through the approved onsite wastewater system. Certain types of materials and activities are prohibited from being discharged into the wastewater system that may adversely impact its performance or adversely impact groundwater quality and its existing or potential beneficial uses.

### **Schedule B - Minimum Monitoring and Reporting Requirements**

Monitoring water quality parameters and frequencies for the approved onsite wastewater system are based on DEQ's monitoring matrix for the type and design flow of such systems. Monitoring of the system's operation and maintenance activities is also required consistent with other DEQ regulated facilities of this type and size.

Quarterly reports are required to be submitted to the Bend DEQ office for the first 8 quarters of operation; annually thereafter if requested by the permittee and approved by DEQ. DEQ uses such annual reports, typically referred to as Discharge Monitoring Reports (DMRs), to help determine compliance with permit requirements designed to ensure proper system operation and the protection of public health and the environment.

**Schedule C - Compliance Conditions and Schedules:**

With the septic system below located on a different tax lot than those lots which are being served DEQ is requiring that the permittee execute and record in the county land title records an easement and covenant to assure that the tax lot for the septic system will not be put to conflicting uses.

**Schedule D - Special Conditions:**

Prior to constructing new or modifying the existing wastewater system, detailed plans and specifications must be submitted to DEQ for review and approval in writing. Qualified personnel must be available to operate and maintain the wastewater treatment system to help ensure that the wastewater treatment facility functions as designed. The initial and replacement disposal areas must not be subject to any activity that would adversely affect the soil or the functioning of the systems. Septage (biosolids) must be managed by a licensed sewage disposal service. The permittee must immediately notify the DEQ Bend office or the Oregon Emergency Response System of any occurrence of surfacing sewage so that corrective action can be coordinated and minimize risk to public health and the environment. The Permit may be reopened to include corrective action if it is determined that groundwater is being impacted.

**Schedule F – General Conditions:**

This schedule includes conditions and definitions that are applicable to all WPCF permits in Oregon of this type.

**Public Participation**

A 30 day public notice **is not** required for systems with a design flow of less than 20,000 gallons per day pursuant to Oregon Administrative Rule 340-045-0027 (2)(a)(C).

**Conclusions and Recommendation:**

Kine LLC, (aka - Tumalo Homeowners Association) has submitted a complete permit modification application. DEQ should send the draft permit documents to the applicant for review and comment.



REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT  
CONTRACT NO. 20\_\_ -**

This Contract is between DESCHUTES COUNTY, a political subdivision of the State of Oregon, acting by and through the \_\_\_\_\_ Department (County) and \_\_\_\_\_ (Contractor). The parties agree as follows:

**Effective Date and Termination Date.** The effective date of this Contract shall be \_\_\_\_\_ or the date on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance, or on \_\_\_\_\_, \_\_\_\_\_, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

**Statement of Work.** Contractor shall perform the work described in Exhibit 1.

**Payment for Work.** County agrees to pay Contractor in accordance with Exhibit 1.

**Contract Documents.** This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

**CONTRACTOR DATA AND SIGNATURE**

Contractor Address:

Federal Tax ID# or Social Security #: \_\_\_\_\_

Is Contractor a nonresident alien? ☐ Yes ☐ No

Business Designation (check one):

☐ Sole Proprietorship

☐ Partnership

☐ Corporation-for profit

☐ Corporation-non-profit

☐ Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms.** NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**DESCHUTES COUNTY SIGNATURE**

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

DESCHUTES COUNTY DIRECTOR OF \_\_\_\_\_

COUNTY ADMINISTRATOR

\_\_\_\_\_  
(Insert name)

## STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
  - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
  - b. All Contractor billings are subject to the maximum compensation amount of this contract.
  - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
    - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
    - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
  - d. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
  - e. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
  - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
  - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
  - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
  - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
  - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
  - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
  - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
  - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
  - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
  - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
  - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - 4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
  - 2) If the Contractor fails to perform any of the other requirements of this Contract or fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may in writing authorize.
  - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
  - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving written notice of termination.

**7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Specifically:
  - 1) with respect to services compensable on an hourly basis and authorized expenses actually incurred, County shall pay the amount due plus any interest within the limits set forth under ORS 293.462, less the amount of any claims County has against Contractor; and
  - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
  - 3) County's payment to Contractor under this subparagraph 7(c) is subject to the limitations set forth in paragraph 8 of this Contract, below.

**8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
  - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
  - 2) Additionally, neither party shall be liable for any indirect, incidental, or consequential damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.



- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
  - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
  - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**9. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

**10. Work Standard.**

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
  - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - 2) comply with all applicable legal requirements;
  - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

**11. Drugs and Alcohol.** Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

**12. Insurance.** Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

**13. Expense Reimbursement.** If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.

- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5", attached hereto and by reference incorporated herein.

**14. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

**15. Confidentiality.** As applicable, Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Contractor shall at all times comply with all of the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and all other state and federal laws and regulations related to the privacy and/or security of personally identifiable health information.
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of personally identifiable health records and for conducting transactions pursuant to the requirements of HIPAA and other applicable state and federal laws and regulations..
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA or other applicable state or federal laws and/or regulations..

If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract. To the extent any provision of the Business Associate Agreement is inconsistent with a provision of this paragraph 15, the Business Associate Agreement shall govern.

**16. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

**17. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
  - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to directly access all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's reasonable cost of preparing copies.
- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

**18. Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product. .
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

**19. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

**20. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts, taxes, or any other liabilities of each and every nature.

**21. Indemnity and Hold Harmless.**

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its current and former officers, departments, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature, and by whomever brought, resulting from, arising out of or relating to the activities of Contractor or its current or former officers, employees, contractors, or agents, including without limitation any claim that any work, work product or other tangible or intangible items delivered to County by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or that the County's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.



- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's Legal Counsel, in a form and manner determined appropriate by the County's Legal Counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's Legal Counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees or agents under this Contract.

**22. Waiver.**

- a. County's delay in exercising, or failure to exercise, any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

**24. Severability.** If any term or provision of this Contract 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 this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract

**25. Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

**26. Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

\*

Fax No.

To County:

(Insert Name)  
County Administrator  
1300 NW Wall Street, Suite 200  
Bend, Oregon 97701  
Fax No. 541-385-3202

**27. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

**28. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

**29. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

**30. Representations and Warranties.**

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
  - 1) Contractor has the power and authority to enter into and perform this Contract;
  - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession in the state of Oregon;
  - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
  - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
  - 7) Contractor's making and performance of this Contract do not and will not violate any provision of any other contract, agreement to which Contractor is a party, nor materially impair any legal obligation of Contractor to any person or entity.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided, whether express or implied at law.

**31. Amendment.**

a. This Contract may be unilaterally modified by County to accommodate a change in available funds, so long as such modification does not impose an unreasonable hardship upon Contractor or reduce Contractor's compensation for work Contractor actually performs or Contractor's authorized expenses actually incurred. With respect to deliverable-based Work, Contractor's compensation shall not be deemed reduced by a modification of this contract, so long as Contractor is paid the sum designated for performing the Work originally contemplated by this Contract multiplied by the percentage of such originally contemplated Work that Contractor performs under the modified Contract.

b. With the exception of subparagraph 31(a), above, this Contract (including any exhibits) may only be amended upon written agreement by both parties, and shall not be effective until both parties have executed such written agreement. Any alleged or claimed amendment that is not performed in compliance with this paragraph 31 shall be void and of no effect.

**32. Representation and Covenant.**

a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.

c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.



**EXHIBIT 1**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**  
**STATEMENT OF WORK, COMPENSATION**  
**PAYMENT TERMS and SCHEDULE**

**1. Contractor shall perform the following work:**

- a.
- b.

**2. County Services.** County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

**3. Consideration.**

- a. County shall pay Contractor on a fee-for-service basis at the rate of \_\_\_\_\_.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5  
☐ YES   ☐ NO [Check one]

**4. The maximum compensation.**

- a. The maximum compensation under this contract, including allowable expenses, is \$\_\_\_\_\_.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
  - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
  - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

**5. Schedule of Performance or Delivery.**

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule:
- b. County will only pay for completed work that conforms to this schedule.

**EXHIBIT 2**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**  
**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

**Contractor Name**\_\_\_\_\_

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employer's Liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit

- ☐ \$1,000,000
  - ☐ \$2,000,000
  - ☐ \$3,000,000
  - ☐ \$2,000,000
  - ☐ \$3,000,000
  - ☐ \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as “tail coverage” for claims made within two years after the contract work is completed or the facts underlying County’s claim could reasonably have been discovered, whichever is later.

- ☐ Required by County                      ☐ Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

- |   |   |
|---|---|
| <u>Per Single Claimant and Incident</u> | <u>All Claimants Arising from Single Incident</u> |
| <input type="checkbox"/> \$1,000,000    | <input type="checkbox"/> \$2,000,000              |
| <input type="checkbox"/> \$2,000,000    | <input type="checkbox"/> \$3,000,000              |
| <input type="checkbox"/> \$3,000,000    | <input type="checkbox"/> \$5,000,000              |

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance or self insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a “per location” or “per project” basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect

of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

☐ Required by County      ☐ Not required by County      (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence

- ☐ \$500,000  
☐ \$1,000,000  
☐ \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

☐ Required by County      ☐ Not required by County      (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County. Any violation by Contractor of this Certificate of Insurance provision shall, at the election of County, constitute a material breach of the Contract.

Risk Management review

Date

\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT 3**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**  
**CERTIFICATION STATEMENT FOR CORPORATION**  
**OR INDEPENDENT CONTRACTOR**

**NOTE: Contractor Shall Complete A or B in addition to C below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

**I certify under penalty of perjury that Contractor is a [check one]:**

☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

**Contractor certifies under penalty of perjury that the following statements are true:**

1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
3. All of the statements checked below are true.

**NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.**

- \_\_\_\_ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- \_\_\_\_ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- \_\_\_\_ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- \_\_\_\_ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- \_\_\_\_ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**C. Representation and Warranties.**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**EXHIBIT 4**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ -**  
**Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason  
(check the appropriate box):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

☐ **CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

☐ **CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date



**EXHIBIT 5**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_ - \_\_\_\_**  
**Expense Reimbursement**

- 1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
  - a. It is the policy of the County that travel expenses shall be allowed only when the travel is essential to the normal discharge of County responsibilities.
    - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
    - 2) Travel expenses shall be reimbursed for official County business only.
    - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
    - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
    - 5) Personal expenses shall not be authorized at any time.
    - 6) All expenses are included in the total maximum contract amount.
  - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
  - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
  - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
  - e. Except where noted, detailed receipts for all expenses shall be provided.
  - f. Charge slips for gross amounts are not acceptable.
  - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- 2. Approved reimbursements:**
  - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
    - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
    - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
    - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
  - b. Meals.
    - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
    - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
      - a) Breakfast, \$10;
      - b) Lunch, \$12;
      - c) Dinner, \$22.
    - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
      - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start of Contractor's regular workday (i.e. 8:00 a.m.).
      - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
      - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract, shall not exceed those set by the GSA, and are subject to change accordingly.
  - c. Lodging.
    - 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge rate set by the GSA for Bend, Oregon.
    - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
  - d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6**  
**DESCHUTES COUNTY SERVICES CONTRACT**  
**Contract No. 20\_\_-**  
**Compliance with provisions, requirements of funding source and**  
**Federal and State laws, statutes, rules, regulations, executive orders and policies.**

**Conflicts of Interest**

**Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
    - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
    - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
    - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
  - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
  - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 31, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date