

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Central Pipeline Project

<p>Background:</p> <p>The Central Pipeline Project is proceeding toward construction. There are a number of contracts being drafted to initiate preparation of groundwork for the project and its multiple phases for pipeline and water recharge basin. The project and a number of the contracts are before the Board for approval.</p>	<p>Requested Action:</p> <ol style="list-style-type: none"> <li>1) Approve design and construction of Central Pipeline Project, including pipeline and recharge basin</li> <li>2) Geophysical Survey for utility locates;</li> <li>3) Columbia River Services for test pit excavation</li> <li>4) ALS Kelso for chemical laboratory analysis</li> <li>5) ALS Kelso for soil physical properties laboratory analysis</li> <li>6) Solinst for water level monitoring instrumentation purchase</li> <li>7) Authorize chair to sign necessary documents for approved contracts</li> </ol>
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ATTACHMENTS: Proposed Contracts

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Human Resources (copy)
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: May 24, 2022

Action taken:

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Follow-up:

**Umatilla County  
Personal/Professional Services Contract  
Ordinance Water Project  
Boring Clearance Survey**

This contract is between UMATILLA COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and GEOPHYSICAL SURVEY LLC, hereinafter called Contractor. The County's supervising representative for this contract is John Shafer, 216 SE 4th Street, Pendleton, Oregon, 97801.

**1.0 Effective Date and Duration**

1.1 This contract is dated and shall become effective on May 24, 2022.

1.2 This contract shall expire, unless otherwise terminated or extended, on June 30, 2022.

1.3 Contract termination or expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to any default or defect in performance that has not been cured by the other party.

**2.0 Contract Documents**

This contract includes the attached Exhibit A (Statement of Work) and Exhibit B (Required Insurance), which are by this reference made a part of the contract.

**3.0 Notice**

Except as otherwise expressly provided in this contract, any communications between the parties or notices to be given under this contract shall be given in writing by personal delivery, or mailing the same, postage prepaid, to Contractor and County at the address set forth in this Contract, or to such other address numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

**4.0 Statement of Work**

4.1 Contractor shall perform the statement of work for subsurface investigation and preparation of limited license application for artificial recharge for the Ordinance Project set out in Exhibit A in accordance with the terms and the conditions of this contract.

4.2 The delivery schedule for the work is identified in Exhibit A.

**5.0 Consideration**

5.1 County agrees to pay Contractor not to exceed the sum of \$1,090 for accomplishment of the survey work, which includes any allowable expenses.

5.2 If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

5.3 Contractor shall submit one monthly billing for work performed. The billings shall

describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed and that this contract requires the County to pay. The billings shall include the total amount billed to date by Contractor prior to the current invoice. Billings shall be sent to County's supervising representative.

5.4 Contractor shall not be compensated for work performed under this contract by any other Department of Umatilla County.

5.5 Contractor shall be responsible for all federal or state taxes or retirement pension benefits applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, retirement pension benefits, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

## 6.0 Independent Contractor

6.1 Contractor shall perform all work as an independent contractor. The County reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, the County may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants 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 statutes, rules or regulations of the state or federal for which Contractor currently performs work would prohibit Contractor's Work under this contract.

6.3 Contractor is not an officer, employee, or agent of County as those terms are defined in ORS 30.265.

## 7.0 Funds Available and Authorized

7.1 The County certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract.

7.2 Contractor understands and agrees that County's payment of amounts under this contract is contingent on County receiving appropriations sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. If funds are not available the County may terminate this contract as provided in paragraph 13.4.

## 8.0 Representations and Warranties.

8.1 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;

(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.

8.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

#### 9.0 Indemnity.

**GENERAL INDEMNITY. TO THE EXTENT ALLOWED BY OREGON LAW, CONTRACTOR SHALL SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.**

#### 10.0 Compliance with Applicable Law

10.1 Contractor shall comply with all federal, state, and local laws and ordinances applicable to this contract.

10.2 Without limiting the generality of paragraph 10.1, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference to the extent that they are applicable to this contract and required by law to be so incorporated.

10.3 County's performance under the Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated into this contract by this reference.

#### 11.0 Records

11.1 Contractor shall maintain all financial records relating to this contract in accordance with generally accepted accounting principles, and any other records pertinent to this contract in such a manner as to clearly document Contractor's performance.

11.2 County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the Contractor that are pertinent to this contract for the purpose of making audit, examination, excerpts and transcript.

11.3 Contractor shall retain and keep accessible all records for such period as required by applicable law following final payment and termination of this contract.

## 12.0 Ownership of Work Product

All work products of the Contractor that result from this contract, including derivative works and compilations, and whether or not such work product is considered a work made for hire or an employment to invent, are the exclusive property of County. County and Contractor agree that such original works of authorship are “work made for hire” of which County is the author within the meaning of the United States Copyright Act.

## 13.0 Default and Termination

13.1 Time is of the essence under this contract.

13.2 Default by Contractor.

(1) Contractor shall be in default under this Contract if:

(A) 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; or

(B) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County’s notice or such longer period as County may specify in such notice; or

(C) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified, or so fails to pursue the work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(2) County’s Remedies for Contractor’s Default. In the event Contractor is in default under this Paragraph 13.2, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(A) Termination of this Contract under Paragraph 13.4;

(B) Withholding all monies due for work and work products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(C) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(D) Exercise of its right of setoff.

These 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. If a court determines that Contractor was not in default under this paragraph 13.2, then Contractor shall be entitled to the same remedies as if this contract was terminated pursuant to paragraph 13.4.

### 13.3 Default by County.

(1) County shall be in default under this Contract if:

(A) County fails to pay Contractor any amount pursuant to the terms of this contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(2) Contractor's Remedies for County's Default. In the event County terminates the Contract under paragraph 13.4, or in the event County is in default under this paragraph 13.3 and whether or not Contractor elects to exercise its right to terminate the Contract under paragraph 13.4, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 82.010; and (b) with respect to deliverable-based work, a claim for 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. In no event shall County be liable to Contractor for any expenses related to termination of this contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 13.3, Contractor shall pay immediately any excess to County upon written notice sent in accordance with paragraph 3.0.

### 13.4 Termination.

(1) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;

(B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the work or work products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the work or work products under this Contract is prohibited or County is prohibited from paying for such work or work products from the planned funding source.

(2) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

(A) Contractor is in default under paragraph 13.2 because 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;

(B) Contractor is in default under paragraph 13.2 because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor is in default under paragraph 13.2 because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to County as provided below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under paragraph 13.3 because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County is in default under paragraph 13.3 because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

13.5 Return of Property. Upon termination of this Contract for any reason, Contractor shall immediately deliver to County all of County's property (including any work or work products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

13.6 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. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

13.7 In any suit or action of any type arising under this contract, each party shall pay its own attorney fees and costs.

13.8 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

#### 14.0 Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, and war, which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the contract.

#### 15.0 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

#### 16.0 Assignments and Successor Interests

16.1 Contractor shall not enter into any subcontracts for any work scheduled under this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

16.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

#### 17.0 Severability

The parties agree that 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 the contract did not contain the particular term or provision held to be invalid.

#### 18.0 Controlling Law/Venue

18.1 The provisions of this contract shall be governed and construed in accordance with the provisions of the law of the State of Oregon.

18.2 Venue for any action or suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Umatilla County, Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

#### 19.0 Merger Clause

19.1 This contract and attached exhibits constitutes the entire agreement between the parties.

19.2 No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

19.3 There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

20.0 Contractor Data and Certification

20.1 Contractor Tax Identification Information. Contractor shall provide Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing): Geophysical Survey LLC

Address: 711 S. Tacoma Street  
Kennewick, WA 99336

Citizenship, if applicable: Non-resident alien  Yes  No

Business Designation (check one):

Business Corporation  Partnership  Limited Partnership  Limited Liability Company

Limited Liability Partnership

Sole Proprietorship  Other

Federal Tax ID#: \_\_\_\_\_ - \_\_\_\_\_

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

20.2. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

(a) The number shown on this form is Contractor's correct taxpayer identification;

(b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

(c) The person signing this document is authorized to act on behalf of Contractor and has the authority and knowledge regarding Contractor's payment of taxes and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue,;

(d) Contractor is an independent contractor as defined in ORS 670.600; and

(e) The supplied Contractor data is true and accurate.

20.3 CONTRACTOR, BY SIGNING THIS CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



**Exhibit A**  
**Personal/Professional Services Contract**

1.0 Statement of Work:

To perform a boring clearance survey at the Oregon Military Depot to detect and delineate subsurface utility lines. Contractor will provide a map of each scan area with located utilities and geophysical anomalies overlaid on satellite imagery.

2.0 Delivery Schedule:

Work will begin as soon as possible and be completed by June 30, 2022.

3.0 Consideration:

Contractor will be paid \$1,090 for accomplishment of the work.

**Exhibit B**  
**Personal/Professional Service Contract**  
**Insurance**

During the term of this contract Contractor shall maintain in force at its own expense, insurance as noted below:

1. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

2.  Required by County                      \_\_\_\_\_ Not Required by County  
General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for indemnity provided under this contract, and shall provide that Umatilla County and its divisions, officers and employees are additional insured but only with respect to the Contractor's services to be provided under this Contract;

3. \_\_\_\_\_ Required by County                       Not Required by County  
Automobile Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence of bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

4.  Required by County                      \_\_\_\_\_ Not Required by County  
Professional Liability insurance with a combined single limit of not less than \$2,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident, or occurrence.

**Umatilla County  
Personal/Professional Services Contract  
Ordinance Water Project  
Test Pit Excavation**

This contract is between UMATILLA COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and COLUMBIA RIVER SERVICES, LLC, hereinafter called Contractor. The County's supervising representative for this contract is John Shafer, 216 SE 4th Street, Pendleton, Oregon, 97801.

**1.0 Effective Date and Duration**

1.1 This contract is dated and shall become effective on May 24, 2022.

1.2 This contract shall expire, unless otherwise terminated or extended, on June 30, 2022.

1.3 Contract termination or expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to any default or defect in performance that has not been cured by the other party.

**2.0 Contract Documents**

This contract includes the attached Exhibit A (Statement of Work) and Exhibit B (Required Insurance), which are by this reference made a part of the contract.

**3.0 Notice**

Except as otherwise expressly provided in this contract, any communications between the parties or notices to be given under this contract shall be given in writing by personal delivery, or mailing the same, postage prepaid, to Contractor and County at the address set forth in this Contract, or to such other address numbers as either party may indicate. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by personal delivery shall be effective when actually delivered.

**4.0 Statement of Work**

4.1 Contractor shall perform the statement of work for subsurface investigation and preparation of limited license application for artificial recharge for the Ordinance Project set out in Exhibit A in accordance with the terms and the conditions of this contract.

4.2 The delivery schedule for the work is identified in Exhibit A.

**5.0 Consideration**

5.1 County agrees to pay Contractor not to exceed the sum of \$7,440 for accomplishment of the excavation work, which includes any allowable expenses.

5.2 If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this contract.

5.3 Contractor shall submit one monthly billing for work performed. The billings shall

describe with particularity all work performed, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed and that this contract requires the County to pay. The billings shall include the total amount billed to date by Contractor prior to the current invoice. Billings shall be sent to County's supervising representative.

5.4 Contractor shall not be compensated for work performed under this contract by any other Department of Umatilla County.

5.5 Contractor shall be responsible for all federal or state taxes or retirement pension benefits applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, retirement pension benefits, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

## 6.0 Independent Contractor

6.1 Contractor shall perform all work as an independent contractor. The County reserves the right (i) to determine and modify the delivery schedule for the work and (ii) to evaluate the quality of the work product, however, the County may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

6.2 If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants 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 statutes, rules or regulations of the state or federal for which Contractor currently performs work would prohibit Contractor's Work under this contract.

6.3 Contractor is not an officer, employee, or agent of County as those terms are defined in ORS 30.265.

## 7.0 Funds Available and Authorized

7.1 The County certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract.

7.2 Contractor understands and agrees that County's payment of amounts under this contract is contingent on County receiving appropriations sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. If funds are not available the County may terminate this contract as provided in paragraph 13.4.

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(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;

(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.

8.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

## 9.0 SUPPLEMENTAL TERMS

Attached to this document and incorporated by this reference is Exhibit C, which include supplemental terms for a public improvement contract.

### 10.0 Indemnity.

**GENERAL INDEMNITY. TO THE EXTENT ALLOWED BY OREGON LAW, CONTRACTOR SHALL SAVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTIVITIES OF CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.**

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(B) Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the work under this contract within the time specified, or so fails to pursue the work as to endanger Contractor's performance under this contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(2) County's Remedies for Contractor's Default. In the event Contractor is in default under this Paragraph 13.2, County may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

(A) Termination of this Contract under Paragraph 13.4;

(B) Withholding all monies due for work and work products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(C) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(D) Exercise of its right of setoff.

These 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. If a court determines that Contractor was not in default under this paragraph 13.2, then Contractor shall be

entitled to the same remedies as if this contract was terminated pursuant to paragraph 13.4.

#### 14.3 Default by County.

(1) County shall be in default under this Contract if:

(A) County fails to pay Contractor any amount pursuant to the terms of this contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County commits any material breach or default of any covenant, warranty, or obligation under this Contract, and such breach or default is not cured within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

(2) Contractor's Remedies for County's Default. In the event County terminates the Contract under paragraph 13.4, or in the event County is in default under this paragraph 13.3 and whether or not Contractor elects to exercise its right to terminate the Contract under paragraph 13.4, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this contract but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 82.010; and (b) with respect to deliverable-based work, a claim for 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. In no event shall County be liable to Contractor for any expenses related to termination of this contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this paragraph 13.3, Contractor shall pay immediately any excess to County upon written notice sent in accordance with paragraph 3.0.

#### 14.4 Termination.

(1) County's Right to Terminate at its Discretion. At its sole discretion, County may terminate this Contract:

(A) For its convenience upon thirty (30) days' prior written notice by County to Contractor;

(B) Immediately upon written notice if County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the work or work products; or

(C) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the County's purchase of the work or work products under this Contract is prohibited or County is prohibited from paying for such work or work products from the planned funding source.

(2) County's Right to Terminate for Cause. In addition to any other rights and remedies County may have under this Contract, County may terminate this Contract immediately upon written notice by County to Contractor, or at such later date as County may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

(A) Contractor is in default under paragraph 13.2 because 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;

(B) Contractor is in default under paragraph 13.2 because Contractor no longer holds a license or certificate that is required for it to perform services under the Contract and Contractor has not obtained such license or certificate within fourteen (14) calendar days after County's notice or such longer period as County may specify in such notice; or

(C) Contractor is in default under paragraph 13.2 because Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after County's notice, or such longer period as County may specify in such notice.

(3) Contractor's Right to Terminate for Cause. Contractor may terminate this Contract with such written notice to County as provided below, or at such later date as Contractor may establish in such notice, upon the occurrence of the following events:

(A) County is in default under paragraph 13.3 because County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or

(B) County is in default under paragraph 13.3 because County commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and County fails to cure such failure within fourteen (14) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

14.5 Return of Property. Upon termination of this Contract for any reason, Contractor shall immediately deliver to County all of County's property (including any work or work products for which County has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such County property is expressed or embodied at that time.

14.6 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. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work and the work products.

14.7 In any suit or action of any type arising under this contract, each party shall pay its own attorney fees and costs.

14.8 The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision.

#### 15.0 Force Majeure

Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, and war, which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the contract.

#### 16.0 Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

#### 17.0 Assignments and Successor Interests

17.1 Contractor shall not enter into any subcontracts for any work scheduled under this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the County.

17.2 The provisions of this contract shall be binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

#### 18.0 Severability

The parties agree that 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 the contract did not contain the particular term or provision held to be invalid.

#### 19.0 Controlling Law/Venue

19.1 The provisions of this contract shall be governed and construed in accordance with the provisions of the law of the State of Oregon.

19.2 Venue for any action or suit concerning the interpretation or enforcement of this contract must be brought in Circuit Court in Umatilla County, Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

#### 20.0 Merger Clause

20.1 This contract and attached exhibits constitutes the entire agreement between the parties.

20.2 No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

20.3 There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

21.0 Contractor Data and Certification

21.1 Contractor Tax Identification Information. Contractor shall provide Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing): Columbia River Services, LLC

Address: 11305 S SR221  
Prosser, WA 99350

Citizenship, if applicable: Non-resident alien  Yes  No

Business Designation (check one):

Business Corporation  Partnership  Limited Partnership  Limited Liability Company

Limited Liability Partnership

Sole Proprietorship  Other

Federal Tax ID#: \_\_\_\_\_ - \_\_\_\_\_

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

21.2. Certification. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

(a) The number shown on this form is Contractor's correct taxpayer identification;

(b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding; (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

(c) The person signing this document is authorized to act on behalf of Contractor and has the authority and knowledge regarding Contractor's payment of taxes and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue,;

(d) Contractor is an independent contractor as defined in ORS 670.600; and

(e) The supplied Contractor data is true and accurate.

21.3 CONTRACTOR, BY SIGNING THIS CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



**Exhibit A**  
**Personal/Professional Services Contract**

1.0 Statement of Work:

Excavation of nine test pits, up to 15 feet deep, at the Umatilla Army Depot for infiltration testing, at locations selected by County.

2.0 Delivery Schedule:

Work will begin as soon as possible and be completed by June 30, 2022.

3.0 Consideration:

Contractor will be paid \$7,440 for accomplishment of the work.

**Exhibit B**  
**Personal/Professional Service Contract**  
**Insurance**

During the term of this contract Contractor shall maintain in force at its own expense, insurance as noted below:

1. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

2.  Required by County                      \_\_\_\_\_ Not Required by County  
General Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for indemnity provided under this contract, and shall provide that Umatilla County and its divisions, officers and employees are additional insured but only with respect to the Contractor's services to be provided under this Contract;

3. \_\_\_\_\_ Required by County                       Not Required by County  
Automobile Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence of bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

4.  Required by County                      \_\_\_\_\_ Not Required by County  
Professional Liability insurance with a combined single limit of not less than \$2,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident, or occurrence.

**Exhibit C**

## Supplementary Terms

The contract shall be governed by the additional terms and conditions set forth herein:

1. The Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or materials for the prosecution of the work provided in this contract.
2. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor shall pay all contributions or amounts due for Workers' Compensation coverage from the Contractor incurred in the performance of the contract.
3. The Contractor will not permit any lien or claim to be filed or prosecuted against the County on account of any material or labor furnished to the Contractor.
4. The Contractor will pay to the Oregon Department of Revenue all sums withheld from employees pursuant to Oregon Statutes.
5. Contractor represents that an employee drug testing program is in place for Contractor's employees.
6. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as such claim shall become due, the proper officer or officers representing the County may pay such claim to the person furnishing the labor or service and charge the amount of the payment against funds due or to become due to the Contractor by reason of this contract. The payment of a claim in this manner authorized by this paragraph shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claim.
7. If the Contractor or its subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials within 30 days after receipt of payment from the County or Contractor, the Contractor or subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or subcontract on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the County or Contract, but the rate of interest shall not exceed 30 percent.
8. If the Contractor or its subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

9. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay when required under ORS 279C.520.

10. Each worker in each trade or occupation employed in their performance of this contract, either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be paid not less than the applicable prevailing rate of wage. Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), can be found at the following site: <http://www.oregon.gov/boli/WHD/PWR/Pages/PWR-Rate-Publications-2018.aspx>. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

10.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the County's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

10.2 Pursuant to ORS 279C.845(7), the County shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the required certified statements. The County shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

10.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the County the required certified statements. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

11. The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

12. The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connections to outside services arising from the construction and completion of the Work.

13. When use or storage of explosives or other hazardous materials or equipment or unusual methods is necessary, the Contractor shall give the County reasonable advance notice.

14. The Oregon Government Standards and Practices laws may apply to the Contractor. ORS 244.040(1)(a) prohibits any government officer, employee or agent from using the governmental relationship to obtain a financial gain or avoid a financial detriment that would not otherwise be available but for the governmental relationship. There may be circumstances on a government project that the application of the laws may also apply to the Contractor. The Contractor should contact the Oregon Government Standards and Practices Commission for further information and applicability to this contract.

15. The Contractor and the Contractor's subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or nation origin. The Contractor shall take affirmative action to assure that applicants are employed, and that employees are treated during employment without regard to their ace, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

16. The Contractor and its subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

17. The Contractor is a resident bidder, as defined by ORS 279A.120.

18. The Contractor is licensed with the Construction Contractors Board, or licensed by the State Landscape Contractors Board.

19. Unless the Contractor is exempt, the Contractor and any subcontractor shall file the require public works bond with the CCB prior to starting work, and the Contractor shall include in every subcontract a provision requiring the subcontractor to file a public work bond with the CCB.

19. The Contractor certifies that the Contractor is in compliance with Oregon tax laws, including taxes referenced in ORS 305.380(4).

20. The Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective.

**Umatilla County  
Personal/Professional Services Contract  
Ordinance Water Project  
Soil & Groundwater Analysis**

This contract is between UMATILLA COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and ALS Kelso, hereinafter called Contractor. The County's supervising representative for this contract is John Shafer, 216 SE 4th Street, Pendleton, Oregon, 97801.

**1.0 Effective Date and Duration**

1.1 This contract is dated and shall become effective on May 24, 2022.

1.2 This contract shall expire, unless otherwise terminated or extended, on June 30, 2023.

**2.0 Statement of Work**

Contractor to perform geochemical analysis of soil and groundwater samples on an as needed basis for 6 samples. Analysis will include volatile organic compounds, synthetic volatile organic compounds, polychlorinated biphenyls aroclors, metals, nitrate, nitrite and explosives. The cost for analysis on the six soil samples is \$3,318, as further set on Exhibit A. The cost for analysis on the six groundwater samples is \$5,690, as further set out on Exhibit B. County will pay for services within 30 days of date of billing.

**3.0 Representations and Warranties.**

3.1 Contractor shall perform all work as an independent contractor.

3.2 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;

(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.

**4.0 Contractor Data and Certification**

4.1 Contractor Tax Identification Information. Contractor shall provide Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing): ALS Kelso  
Address: 1317 S. 13<sup>th</sup> Avenue  
Kelso, WA 9862697140

Federal Tax ID#: \_\_\_\_\_ - \_\_\_\_\_

County may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

Approved by the Contractor:

\_\_\_\_\_  
Signature Date

Title \_\_\_\_\_

Approved by the County:

UMATILLA COUNTY

\_\_\_\_\_  
John M. Shafer, Chair Date  
Board of Commissioners

## Exhibit A

**Table C1. Bid Tab for Laboratory Services (Soil)**  
*Umatilla Army Depot Artificial Recharge*

			ALS	
Soil Samples				
Analysis	Method	No. Samples	Unit Price	Total Price
Volatile Organic Compounds	EPA 8260	6	\$75.00	\$450
Synthetic Volatile Organic Compounds	EPA 8270	6	\$155.00	\$930
PCB Aroclors 8082	EPA 8082	6	\$60.00	\$360
<b>Metals</b>				
Antimony		6	\$15.00	\$90
Aluminum		6	\$5.00	\$30
Arsenic		6	\$5.00	\$30
Barium		6	\$5.00	\$30
Beryllium		6	\$5.00	\$30
Cadmium		6	\$5.00	\$30
Chromium		6	\$5.00	\$30
Cobalt		6	\$5.00	\$30
Copper		6	\$5.00	\$30
Lead		6	\$5.00	\$30
Nickel		6	\$5.00	\$30
Manganese		6	\$5.00	\$30
Mercury		6	\$25.00	\$150
Potassium		6	\$5.00	\$30
Selenium		6	\$5.00	\$30
Silver		6	\$5.00	\$30
Thallium		6	\$5.00	\$30
Zinc		6	\$5.00	\$30
Nitrate/Nitrite		6	\$28.00	\$168
<b>Explosives</b>				
2,4,6-trinitrotoluene (TNT)		6	\$115.00	\$690
hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX)		6		
octahydro-1,3,4,7-tetranitro-1,3,5,7-tetrazo		6		
2,4,6-trinitrophenyl-n-methylnitramine (tetr		6		
2,4-dinitrotoluene (2,4-DNT)		6		
1,3,5-trinitrobenzene (2,6-DNT)		6		
1,3-dinitrobenzene (DNB)		6		
nitrobenzene (NB)		6		
<b>Total</b>			<b>\$3,318</b>	

## Exhibit B

**Table C2. Bid Tab for Laboratory Services (Groundwater)**  
*Umatilla Army Depot Artificial Recharge*

Groundwater Samples			ALS	
			Unit Price	Total Price
Analysis	Method	No. Samples		
Volatile Organic Compounds	EPA 8260	5	\$75.00	\$375
Semivolatile Organic Compounds	EPA 8270	5	\$155.00	\$775
PCB Aroclors	EPA 8082	5	\$60.00	\$300
<b>Metals (Total)</b>				
Antimony		5	\$15.00	\$75
Aluminum		5	\$5.00	\$25
Arsenic		5	\$5.00	\$25
Barium		5	\$5.00	\$25
Beryllium		5	\$5.00	\$25
Cadmium		5	\$5.00	\$25
Chromium		5	\$5.00	\$25
Cobalt		5	\$5.00	\$25
Copper		5	\$5.00	\$25
Lead		5	\$5.00	\$25
Nickel		5	\$5.00	\$25
Manganese		5	\$5.00	\$25
Mercury		5	\$25.00	\$125
Potassium		5	\$5.00	\$25
Selenium		5	\$5.00	\$25
Silver		5	\$5.00	\$25
Thallium		5	\$5.00	\$25
Zinc		5	\$5.00	\$25
<b>General Geochemistry</b>				
Alkalinity		5	\$18.00	\$90
Calcium		5	\$42.00	\$210
Carbonate as CaCO3		5	\$18.00	\$90
Chloride		5	\$12.00	\$60
Cyanide		5	\$22.00	\$110
Fluoride		5	\$12.00	\$60
Hardness as CaCO3		5	\$18.00	\$90
Iron		5		w/ Ca
Magnesium		5		w/ Ca
Nitrate/Nitrite		5	\$28.00	\$140
Phosphorus		5	\$22.00	\$110
Potassium		5		w/ Ca
Silica		5		w/ Ca
Sodium		5		w/ Ca
Total Dissolved Solids		5	\$18.00	\$90
Total Hardness		5	\$18.00	\$90
Total Organic Carbon		5	\$55.00	\$275
Total Suspended Solids		5	\$18.00	\$90
<b>Radionuclides</b>				
Gross Alpha		5	\$45.00	\$225
Gross Beta		5		
Radium 226		5	\$89.00	\$445
Radium 228		5	\$93.00	\$465
Radon 222		5	\$65.00	\$325
Uranium		5	\$20.00	\$100
<b>Explosives</b>				
2,4,6-trinitrotoluene (TNT)		5	\$115.00	\$575
hexahydro-1,3,5-trinitro-1,3,5-triazine (RDX)		5		
octahydro-1,3,4,7-tetranitro-1,3,5,7-tetrazocine (HMTX)		5		
2,4,6-trinitrophenyl-n-methylnitramine (tetryl)		5		
2,4-dinitrotoluene (2,4-DNT)		5		
1,3,5-trinitrobenzene (2,6-DNT)		5		
1,3-dinitrobenzene (DNB)		5		
nitrobenzene (NB)		5		
<b>Total</b>			<b>\$5,690</b>	

**Umatilla County  
Personal/Professional Services Contract  
Ordinance Water Project  
Soil Physical Properties Analysis**

This contract is between UMATILLA COUNTY, acting by and through its Board of County Commissioners, hereafter called County, and ALS Kelso, hereinafter called Contractor. The County's supervising representative for this contract is John Shafer, 216 SE 4th Street, Pendleton, Oregon, 97801.

**1.0 Effective Date and Duration**

1.1 This contract is dated and shall become effective on May 24, 2022.

1.2 This contract shall expire, unless otherwise terminated or extended, on June 30, 2023.

**2.0 Statement of Work**

Contractor to perform physical analysis of soil samples on an as needed basis. The cost for physical analysis on the soil samples is \$5,210, as further set on Exhibit A. County will pay for services within 30 days of date of billing.

**3.0 Representations and Warranties.**

3.1 Contractor shall perform all work as an independent contractor.

3.2 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;

(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.

**4.0 Contractor Data and Certification**

4.1 Contractor Tax Identification Information. Contractor shall provide Contractor's federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this paragraph will be used for the administration of state, federal and local tax laws.

Name(tax filing): ALS Kelso

Address: 1317 S. 13<sup>th</sup> Avenue

Kelso, WA 9862697140



Exhibit A

**Table C3. Bid Tab for Laboratory Services (Soil Physical Properties)**  
*Umatilla Army Depot Artificial Recharge*

			ALS	
Soil Samples (Physical Properties)				
Analysis	Method	No. Samples	Unit Price	Total Price
Grind Fee		6	\$50.00	\$300
Specific Gravity	ASTM D 854	9	\$40.00	\$360
Particle Size with Hydrometer	ASTM D 6913 &	26	\$175.00	\$4,550
<b>Total</b>				<b>\$5,210</b>

**Customer/Prospect #: 14737**

Date Printed: Mar-04-2022

**Quote Date:** Mar-01-2022

**Bill To:**

Mr. Douglas R Olsen  
 Umatilla County Counsel  
 216 SE 4th St  
 Pendleton OR 97801  
 UNITED STATES

**Ship To: 1**

Mr. Douglas R Olsen  
 GSI Water Solutions, Inc.  
 55 SW Yamhill St., Suite 300, Portland  
 Portland OR 97204  
 UNITED STATES

Solinst Canada Ltd.  
 35 Todd Road  
 Georgetown ON L7G 4R8  
 Canada  
 Fax: 905-873-1992/800-516-9081  
 Phone: 905-873-2255/800-661-2023

**Attention:** Mr. Douglas R Olsen  
 541 278-6208

**Attention:** Ellen Svadlenak

**email:** instruments@solinst.com  
**web:** www.solinst.com

Quote Expiration	Ship Via	Shipping Terms	Duty & Brokerage	HST/PST	GST			State Tax	Terms
Apr-30-2022	UPSG	DDP	Included	TAX 0%	GST EX			Customer remit	Prepayment
Qty	Part#	Description		U-M	List Price	Disc 1	Disc 2	Net Price	Ext Price
1.00	114403	3001 Field Reader 5 Assembly		EA	99.00	0.00	0.00	99.000	99.00
1.00	114608	3001 Barologger 5, M1.5 Assy.		EA	342.00	0.00	0.00	342.000	342.00
5.00	114612	3001 Levelogger 5, M30		EA	657.00	0.00	0.00	657.000	3,285.00
5.00	110099	3001 Well Cap Assembly (2") for the Levelogger		EA	23.00	0.00	0.00	23.000	115.00

Data sheets attached

Orders ship 2 weeks, after the receipt of the order, plus transit time

Misc Charges  
 Shipping is extra

Billing Address US Federal Tax ID required.

<b>Sale Amount:</b>	3,841.00
<b>Order Disc( 0.0000%):</b>	0.00
<b>Surcharge:</b>	N/A
<b>Misc Charges:</b>	0.00
<b>GST:</b>	0.00
<b>HST/PST:</b>	0.00
<b>Total Amount:</b>	<b>3,841.00</b>

**US Dollar**

E&OE  
 Freight extra unless otherwise indicated  
 Please allow additional time for transit

**ALL PRICES ARE SUBJECT TO PRODUCT AVAILABILITY AT TIME OF ORDER**

**Salesperson: Loit, Susan**

**SIGNATURE** \_\_\_\_\_  
 John M. Shafer, Chair, Board of Commissioners