

CONTRACT BETWEEN BUYER AND SELLER

**TOWN OF LAKEVIEW, OREGON
WATER SYSTEM IMPROVEMENTS
WATER TREATMENT EQUIPMENT PACKAGE PROCUREMENT
2023**



**SIGNED ORIGINAL DOCUMENTS
FOR THE FILES OF:
ANDERSON PERRY**

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2023**



**SIGNED ORIGINAL DOCUMENTS
FOR THE FILES OF:
LOPREST DIVISION OF WRT**

REQUEST FOR PROPOSALS

FOR

TOWN OF LAKEVIEW, OREGON

**WATER SYSTEM IMPROVEMENTS - WATER TREATMENT
EQUIPMENT PACKAGE PROCUREMENT**

2023



ANDERSON PERRY & ASSOCIATES, INC.

La Grande, Redmond, Hermiston, and Enterprise, Oregon
Walla Walla, Washington

**ADVERTISEMENT FOR PROPOSALS
TOWN OF LAKEVIEW, OREGON
WATER SYSTEM IMPROVEMENTS - WATER TREATMENT EQUIPMENT PACKAGE PROCUREMENT - 2023**

Town of Lakeview, Oregon
525 N. 1st Street
Lakeview, Oregon 97630

The **Town of Lakeview, Oregon (Buyer)** is soliciting competitive sealed proposals from qualified proposers for the **Water System Improvements - Water Treatment Equipment Package Procurement - 2023** (Procurement). The Buyer intends to procure Goods and Special Services for the manufacture, supply, and delivery of a water treatment equipment package (Goods) to be incorporated into the construction of a new water treatment facility. Prior to awarding the water treatment equipment package, the proposer of the water treatment equipment package is required to conduct a pilot study verifying the proposed equipment will meet the intended water treatment objectives. Additional services related to the final design of the water treatment facility, construction oversight, startup, operation, and maintenance training (Special Services) are also requested.

Proposals for the described Procurement will be received by Scott Langum, Special Projects Manager, Town of Lakeview, at Lakeview Town Hall, 525 N. 1st Street, Lakeview, Oregon 97630, by 4:00 p.m., local time, March 24, 2023, at which time the Proposals received will be subsequently opened and undergo Buyer review.

A proposal security shall be furnished in accordance with the Instructions to Proposers.

The Issuing Office for the Procurement Proposal Documents is: Anderson Perry & Associates, Inc., 3818 S.W. 21st Street, Suite 302, Redmond, Oregon 97756. The contact person is Troy Baker, P.E., at 541-362-8682 or tbaker@andersonperry.com.

Prospective proposers may examine the Contract terms, conditions, and specifications at the Issuing Office on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

Procurement Proposal Documents are available at <http://www.andersonperry.com> under the **Bid Docs** link. The digital Procurement Proposal Documents may be downloaded for a non-refundable payment of \$30.00 by inputting QuestCDN eBidDoc Number 8404216 on the website. Assistance with free QuestCDN membership registration, document downloading, and working with the digital Procurement information may be obtained at QuestCDN.com, at 952-233-1632, or via e-mail at info@questcdn.com. The Procurement Proposal Documents will be available for download after February 22, 2023. The Procurement Proposal Documents will be available until the date the Proposals are due. No paper sets will be provided for proposal purposes.

The Buyer is an equal opportunity employer. Minority and women-owned businesses are encouraged to propose. Minority and/or women-owned businesses should indicate they are a minority on the Planholders List.

This Procurement is being funded through the American Rescue Plan Act Coronavirus State Fiscal Recovery Fund.

A pre-proposal meeting can be scheduled with Troy Baker, P.E., on or before March 8, 2023.

Buyer: **Town of Lakeview, Oregon**
By: **Scott Langum**
Title: **Special Projects Manager**
Issued Date: **February 22, 2023**
Published: **February 22, 2023 (Lakeview County Examiner)**

+ + END OF ADVERTISEMENT FOR PROPOSALS + +

CONTRACT FORMS

MEMORANDUM OF UNDERSTANDING BETWEEN BUYER AND PROPOSER FOR PILOT STUDY

This Memorandum of Understanding (MOU) is by and between the **Town of Lakeview, Oregon** (“Buyer”) and **Loprest Division of WRT** (“Proposer”).

Terms used in this MOU have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Proposer hereby agree as follows:

ARTICLE 1—SCOPE OF PILOT STUDY

1.01 *Special Services*

- A. As part of the Water Treatment Equipment Package evaluation and awarding process, Proposer understands and agrees that Proposer shall furnish the Special Services for completing a pilot study as specified or indicated in the Procurement Proposal Documents. Proposer understands that Buyer will not issue a Notice of Award and enter into a Procurement Contract with Proposer to furnish the specified Goods and Special Services as outlined in the Procurement Proposal Documents until Proposer has documented Proof of Proposal as required by the Procurement Proposal Documents.

ARTICLE 2—BASIS OF PAYMENT

- 2.01 Proposer understands and agrees that Buyer will not make payment for the Special Services related to the pilot study until Proposer has documented Proof of Proposal and Buyer and Proposer have executed the Procurement Agreement. Proposer further understands and agrees that if Proposer fails to document Proof of Proposal as evidenced by an unsuccessful pilot study, Buyer shall have no obligation to provide any payment to Proposer for Special Services related to the pilot study.
- 2.02 Upon successful completion of the pilot study, payment for the Special Services related to the pilot study will be made at the amount included in the Proposer’s Proposal Form for Procurement Contract and as outlined in the Agreement.

ARTICLE 3—TIME OF COMPLETION

- 3.01 Proposer understands and agrees that the furnishing of Special Services related to the pilot study will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

IN WITNESS WHEREOF, Buyer and Proposer have signed this MOU.

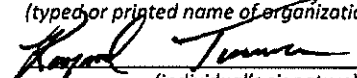
The Effective Date of the MOU is April 20, 2023.

Buyer

Town of Lakeview, Oregon

(typed or printed name of organization)

By:


(individual's signature)

Date:

4/20/23

(date signed)

Name:

Raymond Turner

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:



(individual's signature)

Title:

Special Projects Manager

(typed or printed)

Address for giving notices:

525 N. 1st Street

Lakeview, Oregon 97630

Designated Representative:

Name: Scott Langum

(typed or printed)

Title:

Special Projects Manager

(typed or printed)

Address:

525 N. 1st Street

Lakeview, Oregon 97630

Phone:

541-257-5485

Email:

specialprojects@townoflakeview.org

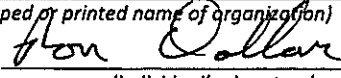
(Attach evidence of authority to sign and resolution or other documents authorizing execution of this MOU.)

Proposer

Loprest Division of WRT

(typed or printed name of organization)

By:


(individual's signature)

Date:

4/20/23

(date signed)

Name:

Ron Dollar

(typed or printed)

Title:

Vice President Sales and Marketing

(typed or printed)

(If Proposer is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



(individual's signature)

Title:

Controller

(typed or printed)

Address for giving notices:

901 W. 116th Avenue, Suite 400

Westminster, Colorado 80234

Designated Representative:

Name: Ron Dollar

(typed or printed)

Title:

Vice President Sales and Marketing

(typed or printed)

Address:

901 W. 116th Avenue, Suite 400

Westminster, Colorado 80234

Phone:

303-424-5355

Email:

rdollar@wrtnet.com

NOTICE OF AWARD FOR PROCUREMENT CONTRACT

Date of Issuance: **August 4, 2023**
Buyer: **Town of Lakeview, Oregon**
Engineer: **Anderson Perry & Associates, Inc.**
Project: **Water System Improvements - Water Treatment Equipment Package Procurement - 2023**
Seller: **Loprest Division of WRT**
Seller's Address: **901 W. 116th Avenue, Suite 400, Westminster, Colorado 80234**

You are notified that Buyer has accepted your Proposal dated March 24, 2023, for the above Procurement Contract, and that you are the Successful Proposer and are awarded a Procurement Contract for: Water System Improvements - Water Treatment Equipment Package Procurement - 2023.

The Procurement Contract Price of the awarded Procurement Contract is \$1,109,149.00. Procurement Contract Price is subject to adjustment based on the provisions of the Procurement Contract including, but not limited to, those governing changes and Unit Price Work, as applicable.

You must comply with the following conditions within 15 days of the date you receive this Notice of Award:

1. Agreement Between Buyer and Seller

Date and sign all **3** copies of the attached Agreement form. **Return all 3 copies** to the Engineer.

2. Payment and Performance Bonds


Provide the Performance and Payment Bonds. Enclosed are **3** copies of the Payment Bond and **3** copies of the Performance Bond forms. Include an appropriate Power of Attorney which is properly dated with each of the bonds. **Additionally, note that the date shown on the Payment and Performance Bonds must be on or after the date shown on the Agreement.** The date on the Power of Attorney should be the same as shown on the Bond. These Payment and Performance Bond forms must be used, and no others will be accepted. Return **3** completed copies to the Engineer.

3. Certificate of Insurance

Complete the enclosed Certificate of Insurance form. The enclosed Certificate of Insurance form is the only acceptable form to be used for this project. Standard ACORD forms from the insurance company will be required to be attached to this form. Be sure to include Worker's Compensation certificates. Return all **3** copies to the Engineer.

Failure to comply with these conditions within the time specified will entitle Buyer to consider you in default, annul this Notice of Award, and declare your Proposal security forfeited.

Within 20 days after you comply with the above conditions, Buyer will return to you one fully signed counterpart of the Agreement and Procurement Contract Documents.

Buyer: **Town of Lakeview, Oregon**
By (signature): 
Name (printed): Raymond Turner
Title: Mayor

Copy to Buyer

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT - REVISED

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT - REVISED

This Procurement Agreement is by and between the **Town of Lakeview, Oregon** ("Buyer") and **Loprest Division of WRT** ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Town of Lakeview, Oregon - Water System Improvements - Water Treatment Equipment Package Procurement - 2023

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows:
 - 1. The construction of a new water treatment facility (WTF) for the Buyer. The new WTF will treat well water for the Buyer. The WTF will generally consist of the following major components:
 - a. Raw water equalization storage and booster pumping system
 - b. Chemical dosing system(s)
 - c. Pressure filter system for removal of iron, manganese, turbidity, taste, and odor
 - d. Disinfection system
 - e. Backwash recycle system
 - f. Backwash waste evaporation pond
 - g. Enclosed equipment and operations building
 - h. Connections to existing raw water transmission lines

1.03 *Engineer*

- A. Buyer has retained **Anderson Perry & Associates, Inc.** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

- A. The Point of Destination is designated as:
 - 1. Town of Lakeview, Oregon - New WTF Site

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Pilot Study	90 days from Pilot Study Memorandum of Understanding execution	90 calendar days to deliver, set up pilot study system, perform testing, and submit written report
Procurement Agreement Execution	30 days from successful completion of pilot study	
Submit Shop Drawings	60 days from Procurement Agreement Execution	
New WTF Preliminary (30 Percent) Design Services	December 31, 2023	
New WTF Final Design Services	August 28, 2024	From completion of 30 Percent Design Services to completion of Final Design
Deliver Acceptable Goods to Point of Destination	August 29, 2025	Actual delivery date to be determined by the Seller and coordinated with the Buyer, not to occur after August 2025
Construction Oversight	Delivery through Startup	
Startup, Operation, and Maintenance Training	Construction Completion	
Readiness for Final Inspection and Acceptance of Goods and Special Services	30 days after Startup	

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer’s Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive

comments regarding information needed to gain approval, within **15** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$5,000** for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of **\$25,000.00** for furnishing the Goods and Special Services for the pilot study in accordance with the Procurement Contract Documents.
- C. Buyer shall pay Seller a Lump Sum of **\$65,049.00** for furnishing the Goods and Special Services for Bonding and Insurance in accordance with the Procurement Contract Documents.
- D. Buyer shall pay Seller a Lump Sum of **\$1,019,100.00** for furnishing the Goods and Special Services for the Water Treatment Equipment Package in accordance with the Procurement Contract Documents.
- E. The Total Price is **\$1,109,149.00**. Such Total Price is composed of the Lump Sum amounts.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
Pilot Study	
1. Completion of Pilot Study and submittal of final Pilot Study Report	100
Total Pilot Study Lump Sum Contract Price	100
Bonding and Insurance	
1. At the time of Procurement Agreement execution	100
Total Bonding and Insurance Lump Sum Contract Price	100
Water Treatment Equipment Package	
1. Receipt and Approval of Shop Drawings and Samples	25
2. Completion of 30 Percent Design Services	2
3. Completion of Final Design Services	3
4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	55
5. Completion of Installation Oversight and Acceptance	5
6. Completion of Startup, Operation, and Maintenance Training	5
7. Final Acceptance and Payment: Correction of non-conformities, provision of final Operations and Maintenance Manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Water Treatment Equipment Package Lump Sum Contract Price	100

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest as the rate of **6** percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
1. This Procurement Agreement.
 2. General Conditions of the Procurement Contract.
 3. Supplementary Conditions of the Procurement Contract.
 4. Procurement Specifications (and associated Exhibits) as listed in the Procurement Specifications table of contents (not attached but incorporated by reference).
 5. Process Guarantee Statement.
 6. Addenda Numbers 1 to 2, inclusive.
 7. Bonds:
 - a. Performance bond (together with power of attorney) (not attached but incorporated by reference).
 - b. Payment bond (together with power of attorney) (not attached but incorporated by reference).
 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Documentation submitted by Seller, Pilot Study Report on WRT/Loprest Division Filtration System for Iron and Manganese Removal, conducted by Loprest, a division of WRT, Westminster, Colorado, for the Town of Lakeview, Oregon, proposed Water Treatment Plant, Job No. L33695, July 14, 2023 (not attached but incorporated by reference) prior to Notice of Award (pages 1 to 49, inclusive); and
 9. Appendix.
 10. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.
2. If required by the Instructions to Proposers to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposing process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposing process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish proposal or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposing process or affect the execution of the Procurement Contract.

ARTICLE 8—RESERVED

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is August 15, 2023.

Buyer

Town of Lakeview, Oregon
(typed or printed name of organization)

By: Raymond Turner
(individual's signature)

Date: 9-12-2023
(date signed)

Name: Raymond Turner
(typed or printed)

Title: Mayor
(typed or printed)

Attest: [Signature]
(individual's signature)

Title: City Manager
(typed or printed)

Address for giving notices:
525 N. 1st Street
Lakeview, Oregon 97630

Designated Representative:

Name: Scott Langum
(typed or printed)

Title: Special Projects Manager
(typed or printed)

Address:
525 N. 1st Street
Lakeview, Oregon 97630

Phone: 541-257-5485
specialprojects@

Email: townoflakeview.org

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Seller

Loprest Division of WRT
(typed or printed name of organization)

By: Randy L Richey
(individual's signature)

Date: 8/15/23
(date signed)

Name: Randy L. Richey
(typed or printed)

Title: President
(typed or printed)

(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
(individual's signature)

Title: controller
(typed or printed)

Address for giving notices:
901 W. 116th Avenue, Suite 400
Westminster, Colorado 80234

Designated Representative:

Name: Randy L. Richey
(typed or printed)

Title: President
(typed or printed)

Address:
901 W. 116th Avenue, Suite 400
Westminster, Colorado 80234

Phone: 303-403-5487

Email: rrichey@wrtnet.com

ADDENDUM NO. 1

To the Request for Proposals

Town of Lakeview, Oregon

Water System Improvements - Water Treatment Equipment Package Procurement - 2023

March 15, 2023

Proposal Due Date: March 24, 2023

Proposal Closing: 4:00 p.m.

The following additions, deletions, and modifications shall be made to the Request for Proposals. Please verify that all attachments are included.



I. GENERAL INFORMATION

- A.** Additional field sampling and testing were performed to help determine the concentrations of hydrogen sulfide contained in the well source water. The procedures and results of the field sampling and testing are outlined and documented in the attached March 13, 2023, memorandum prepared by Hudspeth Land+Water.

II. PROPOSAL FORM FOR PROCUREMENT CONTRACT

- A.** **Delete the Proposal Form for Procurement Contract in its entirety and replace it with the attached Proposal Form for Procurement Contract - Revised.**
Changes include the following:
 - a. Article 2 - Basis of Proposal, 2.01 Lump Sum Proposals, A. 1., page 1 of 4. A lump sum proposal price for Bonding and Insurance Price was added.

III. AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

- A. ARTICLE 3 - PROCUREMENT CONTRACT PRICE, 3.01 Procurement Contract Price and Total Price, page 3 of 8.** Remove and replace page 3 of 8 with page 3 of 8 - Revised. Changes include the following:

A paragraph for Bonding and Insurance Price was added.

- B. ARTICLE 4 - PAYMENT PROCEDURES, 4.02 Progress Payments; Final Payment, A., page 4 of 8.** Remove and replace page 4 of 8 with page 4 of 8 - Revised. Changes include the following:

- a. The Bonding and Insurance payment line items were added.
- b. The Percentage of Lump Sum for Water Treatment Equipment Package, item 3. Receipt and Approval of Shop Drawings and Samples was changed from 5 to 25 percent.
- c. The Percentage of Lump Sum for Water Treatment Equipment Package, item 4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents was changed from 75 to 55 percent.

IV. TECHNICAL SPECIFICATIONS - SECTION 2, WATER TREATMENT EQUIPMENT PACKAGE

- A. PART 1 - GENERAL, 1.2 General Requirements, C., page 2-1.** Add the following subparagraph after subparagraph 7.:

8. Standby power generation. Standby power generation and automatic transfer from utility power during a utility outage will be provided by the Buyer. Standby power provided will be adequate to continue operation of the water treatment facility during a utility outage.

- B. PART 1 - GENERAL, 1.3 Water Treatment Equipment Proposal, D. Quality Assurance Package, 5., page 2-5.** Delete this paragraph in its entirety and replace it with the following:

5. Include the resume of the supervisory Oregon registered professional engineer who will affix his or her stamp on the pressure vessel ASME design and vessel anchorage calculations.

- C. PART 2 - EQUIPMENT AND MATERIALS, 2.8 Valves, A. Butterfly Valves, 3., page 2-16.** Delete the first sentence of this paragraph in its entirety and replace it with the following:

Electric actuators shall be suitable for use on a nominal 480-volt, 3-phase or 120-volt, 1-phase, 60-hertz power supply and are to incorporate motor, integral reversing starter, local control facilities, and terminals for remote control and indication connections housed within a self-contained, sealed enclosure.

- END OF ADDENDUM NO. 1 -

03.13.2023

Memorandum

To:
Scott Langum
Special Project
Manager and
Sean Petitmermet
Public Works Director

Hydrogen Sulfide Drinking Water Field Testing Wells No. 2, 6, 7 and 9

Town of Lakeview, Oregon

From:
Amber L. Hudspeth
Hudspeth Land+Water

Field drinking water testing was performed at four drinking water wells located in Lakeview, Oregon. The testing was performed at the request of Anderson Perry & Associates, Inc. to support the efforts and Request for Proposal associated with the future Water Treatment Facility build. Testing was performed for the Town of Lakeview by Hudspeth Land+Water (HLW). The following is a summary of the field test kits, methodology, locations tested, field data collected on March 03, 2023.

CC:
Troy Baker, PE
Anderson Perry

The field testing was performed in coordination with the Public Works Department for Lakeview. Wells with the identification No. of 2, 6, 7 and 9 were tested in that order. Wells No. 2, 6 and 9 were not supplying water to the water system on the day of the testing. Well No. 7 was operational on the day of testing and remained so after the testing was completed.

Re:
**Hydrogen Sulfide
Drinking Water Field
Testing**

Testing was performed by Hudspeth Land+Water staff with the use of the CHEMetrics Sulfide K-9510 field test kit. The field test kit is reportedly able to test and provide results from 0-10 parts per million (ppm), with a minimum detection limit of 0.05 ppm. The field test kits measure total acid soluble sulfides including hydrogen sulfide and employ the methylene blue methodology.

Testing was performed for sulfides. Sulfides are naturally present in ground waters as a result of the leaching from sulfur-containing mineral deposits. Surface waters do not usually contain high sulfide concentrations. Sulfides result from the decomposition of organic matter, from bacterial sulfate reduction under anaerobic conditions and from various chemical processes.

The methodology for the testing included acquiring a sample of the well water within a minute of starting the pump. Testing the sample immediately on site and noting the physical characteristics of the water sample. HLW then went on to the next water well and performed the same process. Upon completion of the initial testing, HLW went back to water wells No. 2, 6 and 9 and performed a second test at these wells. The wells were left operational and were

HUDSPETH LAND+WATER

Tel 541.420.2710

7485 SW Joshua Court
Powell Butte, OR 97753

amber@hlworegon.com



producing for approximately 90 minutes between the initial test and the second test. Well No. 7 was not retested as it was operational at the time of the initial sampling and testing.

The field test results are as follows:

Well No. 2

Sample time 0910

Sulfide test results- undetected

Physical characteristics of the water- cloudy, no odor

Sample time 1037

Sulfide test results- undetected

Physical characteristics of the water- clear, no odor

Well No. 6

Sample time 0943

Sulfide test results- undetected

Physical characteristics of the water-

0940, initially black sand in the water and odor

0943, clear and no odor

Sample time 1101

Sulfide test results- minor detection by coloration 0.5 ppm

Physical characteristics of the water-clear, no odor

Well No. 7

Sample time 1004- the well was operational at the time of the initial and only sample

Sulfide test results- undetected

Physical characteristics of the water- clear, no odor

Well No. 9

Sample time 1023

Sulfide test results- undetected

Physical characteristics of the water- odor, light brown color

Sample time 1135

Sulfide test results- undetected

Physical characteristics of the water- clear, no odor

No additional testing or sampling occurred on this day. No other notable conditions in regards to the water wells or the water quality were observed during the sampling.

PROPOSAL FORM FOR PROCUREMENT CONTRACT - REVISED

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PROPOSAL FORM FOR PROCUREMENT CONTRACT - REVISED

The terms used in this Proposal with initial capital letters have the meanings stated in the Instructions to Proposers, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND PROPOSER

1.01 This Proposal is submitted to:

Town of Lakeview, Oregon
Scott Langum, Special Projects Manager
525 N. 1st Street
Lakeview, Oregon 97630

1.02 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Procurement Contract with Buyer substantially similar in form and substance to the form included in the Procurement Proposal Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Proposal Documents, for the prices and within the times indicated in this Proposal, and in accordance with the other terms and conditions of the Procurement Proposal Documents.

ARTICLE 2—BASIS OF PROPOSAL

2.01 *Lump Sum Proposals*

A. Proposer will furnish the Goods and Special Services in accordance with the Procurement Proposal Documents for the following Procurement Contract Prices shown in the table below:

1. Lump Sum Proposal Price

Pilot Study Price	\$
Bonding and Insurance Price	\$
Water Treatment Equipment Package Price	\$
Total Proposal Price	\$

ARTICLE 3—TIME OF COMPLETION

3.01 Proposer agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.

3.02 Proposer accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS PROPOSAL

4.01 The following documents are attached to and made a condition of this Proposal:

- A. Required Proposal security in the form prescribed in the Instructions to Proposers.
- B. Evidence of authority to do business in the state of the Procurement; or a written covenant to obtain such authority within the time for acceptance of Proposals.

- C. Equipment Data Sheets.
- D. Required Proposer quality assurance package and supporting data (see Technical Specifications, Section 2 - Water Treatment Equipment Package).
- E. Proposer’s Performance and Payment Bond Statement.

ARTICLE 5—PROPOSER’S ACKNOWLEDGMENTS

- 5.01 Proposer accepts all terms and conditions of the Instructions to Proposers. This Proposal will remain subject to acceptance for 60 days after the Proposal submission deadline, or for such longer period that Proposer may agree to in writing upon request of Buyer.
- 5.02 Proposer has examined and carefully studied the Procurement Proposal Documents, the related data identified in the Procurement Proposal Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—PROPOSER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Proposer’s Representations*

- A. In submitting this Proposal, Proposer represents that:
 - 1. Proposer has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Proposers to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Proposer’s judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Proposer has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Proposer is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Proposer has carefully studied, considered, and correlated the information known to Proposer with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 5. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Proposer.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the Procurement Proposal Requirements, that without exception the Proposal (including all Proposal prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Proposer's Certifications*

A. Proposer certifies that:

1. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
3. Proposer has not solicited or induced any individual or entity to refrain from proposing; and
4. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposing process to the detriment of Buyer, (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposing process.
5. Proposer has not discriminated and will not discriminate, in violation of Oregon Revised Statutes (ORS) 279A.110(1), against a disadvantaged business enterprise, against minority-owned business, women-owned business, a business that a service-disabled veteran owns, or an emerging small business in awarding a subcontract.
6. In compliance with ORS 305.385(6), Proposer hereby certifies under penalty or perjury that to the best of the undersigned's knowledge, Proposer is not in violation of any Oregon tax laws described in ORS 305.380(4).

- B. Proposer agrees that all the applicable provisions of Oregon law and rules relating to public contracts (ORS Chapters 279A, 279B, and 279C, and Oregon Administrative Rules Chapter 137, Divisions 45, 46, 47, 48, and 49) and Buyer's public contracting rules are, by this reference, incorporated in and made a part of this Proposal.

This Proposal is offered by:

Proposer:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Proposer is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No. (as applicable):

Classification (as applicable):

Limitation (as applicable):

comments regarding information needed to gain approval, within **15** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$5,000** for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services for the pilot study in accordance with the Procurement Contract Documents.
- C. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services for Bonding and Insurance in accordance with the Procurement Contract Documents.
- D. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services for the Water Treatment Equipment Package in accordance with the Procurement Contract Documents.
- E. The Total Price is \$_____. Such Total Price is composed of the Lump Sum amounts.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
Pilot Study	
1. Completion of Pilot Study and submittal of final Pilot Study Report	100
Total Pilot Study Lump Sum Contract Price	100
Bonding and Insurance	
1. At the time of Procurement Agreement execution	100
Total Bonding and Insurance Lump Sum Contract Price	100
Water Treatment Equipment Package	
1. Completion of 30 Percent Design Services	2
2. Completion of Final Design Services	3
3. Receipt and Approval of Shop Drawings and Samples	25
4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	55
5. Completion of Installation Oversight and Acceptance	5
6. Completion of Startup, Operation, and Maintenance Training	5
7. Final Acceptance and Payment: Correction of non-conformities, provision of final Operations and Maintenance Manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Water Treatment Equipment Package Lump Sum Contract Price	100

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest as the rate of 6 percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ADDENDUM NO. 2

To the Request for Proposals

Town of Lakeview, Oregon Water System Improvements - Water Treatment Equipment Package Procurement - 2023

March 20, 2023

Proposal Due Date: March 24, 2023

Proposal Closing: 4:00 p.m.

The following additions, deletions, and modifications shall be made to the Request for Proposals. Please verify that all attachments are included.



I. GENERAL INFORMATION

- A.** The Seller should assume that the Buyer will be prepared for delivery and acceptance of the Goods once the Goods are ready for delivery to the Point of Destination. If the Buyer cannot take delivery of the Goods when they are ready for delivery, a Change Order will be negotiated for the Seller to procure storage for the Goods and the Buyer to accept the stored Goods prior to delivery.

II. AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

- A.** **Delete the Agreement Between Buyer and Seller for Procurement Contract in its entirety and replace it with the attached Agreement Between Buyer and Seller for Procurement Contract - Revised.** Changes include the following:
- a. Article 2 - Procurement Contract Times, 2.02 Schedule of Procurement Contract Times, A., page 2 of 8 - Revised.
- i. The “New WTF Preliminary (30 Percent) Design Services” and “New WTF Final Design Services” milestones were moved to follow the “Submit Shop Drawings” milestone.

- ii. The Date or Days column for the “Submit Shop Drawings” milestone was revised to “60 days from Procurement Agreement Execution.”
 - iii. The Notes column for the “Deliver Acceptable Goods to Point of Destination” milestone was revised to “Actual delivery date to be determined by the Seller and coordinated with the Buyer, not to occur after August 2025.”
- b. Article 4 - Payment Procedures, 4.02 Progress Payments; Final Payment, A., page 4 of 8 - Revised.
- i. Moved Water Treatment Equipment Package payment line items “Completion of 30 Percent Design Services” and “Completion of Final Design Services” from items 1. and 2. to items 2. and 3., respectively.
 - ii. Moved Water Treatment Equipment Package payment line item “Receipt and Approval of Shop Drawings and Samples” from item 3. to item 1.

III. TECHNICAL SPECIFICATIONS - SECTION 2, WATER TREATMENT EQUIPMENT PACKAGE

- A. PART 1 - GENERAL, 1.4 Submittals, page 2-5.** Delete the first sentence of this paragraph in its entirety and replace it with the following:

Upon award of the Procurement Contract, the Seller shall provide a submittal package for review and approval.

- B. PART 2 - EQUIPMENT AND MATERIALS, 2.8 Valves, A. Butterfly Valves, 3., page 2-16.** Delete the first sentence of this paragraph in its entirety and replace it with the following:

Electric actuators shall be suitable for use on a nominal 480-volt, 3-phase or 120-volt, 1-phase, 60-hertz power supply and are to incorporate motor, integral reversing starter, terminals for remote control and indication connections housed within a self-contained, sealed enclosure, and equipped with a handwheel for manual operation. The handwheel shall engage when the motor is declutched by a lever or similar means, and the drive shall be restored to electrical operation automatically by starting the motor.

- C. PART 3 - EXECUTION, 3.1 Design Services, page 2-22.** Delete the first sentence of this paragraph in its entirety and replace it with the following:

Upon acceptance of the Shop Drawings, the Seller shall work with the Engineer to provide design services for the 30 percent and final design of the Water System Improvements project as follows:

- END OF ADDENDUM NO. 2 -

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT - REVISED

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT - REVISED

This Procurement Agreement is by and between the **Town of Lakeview, Oregon** ("Buyer") and **[formal name of entity]** ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Town of Lakeview, Oregon - Water System Improvements - Water Treatment Equipment Package Procurement - 2023

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows:
 - 1. The construction of a new water treatment facility (WTF) for the Buyer. The new WTF will treat well water for the Buyer. The WTF will generally consist of the following major components:
 - a. Raw water equalization storage and booster pumping system
 - b. Chemical dosing system(s)
 - c. Pressure filter system for removal of iron, manganese, turbidity, taste, and odor
 - d. Disinfection system
 - e. Backwash recycle system
 - f. Backwash waste evaporation pond
 - g. Enclosed equipment and operations building
 - h. Connections to existing raw water transmission lines

1.03 *Engineer*

- A. Buyer has retained **Anderson Perry & Associates, Inc.** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

- A. The Point of Destination is designated as:
 - 1. Town of Lakeview, Oregon - New WTF Site

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Pilot Study	90 days from Pilot Study Memorandum of Understanding execution	90 calendar days to deliver, set up pilot study system, perform testing, and submit written report
Procurement Agreement Execution	30 days from successful completion of pilot study	
Submit Shop Drawings	60 days from Procurement Agreement Execution	
New WTF Preliminary (30 Percent) Design Services	December 31, 2023	
New WTF Final Design Services	August 28, 2024	From completion of 30 Percent Design Services to completion of Final Design
Deliver Acceptable Goods to Point of Destination	August 29, 2025	Actual delivery date to be determined by the Seller and coordinated with the Buyer, not to occur after August 2025
Construction Oversight	Delivery through Startup	
Startup, Operation, and Maintenance Training	Construction Completion	
Readiness for Final Inspection and Acceptance of Goods and Special Services	30 days after Startup	

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer’s Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive

comments regarding information needed to gain approval, within **15** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$5,000** for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services for the pilot study in accordance with the Procurement Contract Documents.
- C. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services for Bonding and Insurance in accordance with the Procurement Contract Documents.
- D. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services for the Water Treatment Equipment Package in accordance with the Procurement Contract Documents.
- E. The Total Price is \$_____. Such Total Price is composed of the Lump Sum amounts.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
Pilot Study	
1. Completion of Pilot Study and submittal of final Pilot Study Report	100
Total Pilot Study Lump Sum Contract Price	100
Bonding and Insurance	
1. At the time of Procurement Agreement execution	100
Total Bonding and Insurance Lump Sum Contract Price	100
Water Treatment Equipment Package	
1. Receipt and Approval of Shop Drawings and Samples	25
2. Completion of 30 Percent Design Services	2
3. Completion of Final Design Services	3
4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	55
5. Completion of Installation Oversight and Acceptance	5
6. Completion of Startup, Operation, and Maintenance Training	5
7. Final Acceptance and Payment: Correction of non-conformities, provision of final Operations and Maintenance Manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5
Total Water Treatment Equipment Package Lump Sum Contract Price	100

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest as the rate of 6 percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
1. This Procurement Agreement.
 2. General Conditions of the Procurement Contract.
 3. Supplementary Conditions of the Procurement Contract.
 4. Procurement Specifications (and associated Exhibits) as listed in the Procurement Specifications table of contents (not attached but incorporated by reference).
 5. Process Guarantee Statement.
 6. Addenda Numbers ___ to ___, inclusive.
 7. Bonds:
 - a. Performance bond (together with power of attorney) (not attached but incorporated by reference).
 - b. Payment bond (together with power of attorney) (not attached but incorporated by reference).
 8. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Documentation submitted by Seller _____ **prior to Notice of Award (pages ___ to ___, inclusive);** and
 - b. _____.
 9. Appendix.
 10. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Proposers to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposing process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposing process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish proposal or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Buyer, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposing process or affect the execution of the Procurement Contract.

ARTICLE 8—RESERVED

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **[date to be inserted at the time of execution]**.

<p>Buyer</p> <p>Town of Lakeview, Oregon</p> <hr/> <p style="text-align: center;"><i>(typed or printed name of organization)</i></p> <p>By: _____</p> <p style="text-align: center;"><i>(individual's signature)</i></p> <p>Date: _____</p> <p style="text-align: center;"><i>(date signed)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Title: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Attest: _____</p> <p style="text-align: center;"><i>(individual's signature)</i></p> <p>Title: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Address for giving notices:</p> <p>525 N. 1st Street</p> <hr/> <p>Lakeview, Oregon 97630</p> <hr/> <p>Designated Representative:</p> <p>Name: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Title: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Address: _____</p> <hr/> <p>Phone: _____</p> <p>Email: _____</p> <p><i>(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)</i></p>	<p>Seller</p> <hr/> <p style="text-align: center;"><i>(typed or printed name of organization)</i></p> <p>By: _____</p> <p style="text-align: center;"><i>(individual's signature)</i></p> <p>Date: _____</p> <p style="text-align: center;"><i>(date signed)</i></p> <p>Name: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Title: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p><i>(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</i></p> <p>Attest: _____</p> <p style="text-align: center;"><i>(individual's signature)</i></p> <p>Title: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Address for giving notices:</p> <hr/> <p>Designated Representative:</p> <p>Name: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Title: _____</p> <p style="text-align: center;"><i>(typed or printed)</i></p> <p>Address: _____</p> <hr/> <p>Phone: _____</p> <p>Email: _____</p>
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**American Rescue Plan Act Coronavirus State Fiscal Recovery Fund
(ARPA SFRF)
Contract Clauses**

Contractor must be registered in SAM.gov. - The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials over \$10,000. - The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.

The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Certification form located in Appendix I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Upon any breach of this Agreement by Contractor, the Contract Owner shall have all remedies available to it both in equity and/or at law.

Appendix I

Certification Regarding Lobbying (Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
- (2) If any funds other than Federal appropriated funds have been paid or will 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Signed: _____

Title: _____

Date: _____

Randy Z. Richey
President - 1st District Division of WRT
8/30/23

PERFORMANCE BOND FOR PROCUREMENT CONTRACT

Bond Number: 1001188391

<p>Seller</p> <p>Name: Loprest Division of WRT</p> <p>Address (principal place of business): 901 W. 116th Avenue, Suite 400 Westminster, Colorado 80234</p>	<p>Surety</p> <p>Name: U.S. Specialty Insurance Company</p> <p>Address (principal place of business): 13403 Northwest Freeway Houston, TX 77040</p>
<p>Buyer</p> <p>Name: Town of Lakeview, Oregon</p> <p>Mailing address (principal place of business): 525 N. 1st Street Lakeview, Oregon 97630</p>	<p>Procurement Contract</p> <p>Description (name and location): Water Treatment Equipment Package Procurement - 2023</p> <p>Procurement Contract Price: \$1,109,149.00</p> <p>Effective Date of Procurement Contract: August 15, 2023</p>
<p>Bond</p> <p>Bond Amount: \$1,109,149.00</p> <p>Date of Bond: August 15, 2023 <i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 15</p>	
<p>Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Seller as Principal</p> <p>Loprest Division of WRT</p> <hr/> <p>(Full formal name of Seller)</p> <p>By: <u><i>Randy L. Richey</i></u> <small>(Signature)</small></p> <p>Name: <u>Randy L. Richey</u> <small>(Printed or typed)</small></p> <p>Title: <u>President</u></p> <p>Attest: <u><i>Chris Perez</i></u> <small>(Signature)</small></p> <p>Name: <u>Chris Perez</u> <small>(Printed or typed)</small></p> <p>Title: <u>Controller</u></p>	<p>Surety</p> <p>U.S. Specialty Insurance Company</p> <hr/> <p>(Full formal name of Surety) (corporate seal)</p> <p>By: <u><i>Sarah C. Brown</i></u> <small>(Signature) (Attach Power of Attorney)</small></p> <p>Name: <u>Sarah C. Brown</u> <small>(Printed or typed)</small></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u><i>J. Rini</i></u> <small>(Signature)</small></p> <p>Name: <u>J. Rini</u> <small>(Printed or typed)</small></p> <p>Title: <u>Witness to Surety</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i></p>	



1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.
2. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
 - 3.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and
 - 3.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;
 - 5.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;
 - 5.3. Obtain proposals or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

- 5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Contract, and the Balance of the Procurement Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
 14. Definitions
 - 14.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including

allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.

14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

14.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.

14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.

14.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

15. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

None

PAYMENT BOND FOR PROCUREMENT CONTRACT

Bond Number: 1001188391

<p>Seller</p> <p>Name: Loprest Division of WRT</p> <p>Address (<i>principal place of business</i>): 901 W. 116th Avenue, Suite 400 Westminster, Colorado 80234</p>	<p>Surety</p> <p>Name: U.S. Specialty Insurance Company</p> <p>Address (<i>principal place of business</i>): 13403 Northwest Freeway Houston, TX 77040</p>
<p>Buyer</p> <p>Name: Town of Lakeview, Oregon</p> <p>Mailing address (<i>principal place of business</i>): 525 N. 1st Street Lakeview, Oregon 97630</p>	<p>Procurement Contract</p> <p>Description (<i>name and location</i>): Water Treatment Equipment Package Procurement - 2023</p> <p>Procurement Contract Price: \$1,109,149.00</p> <p>Effective Date of Procurement Contract: August 15, 2023</p>
<p>Bond</p> <p>Bond Amount: \$1,109,149.00</p> <p>Date of Bond: August 15, 2023 <i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 17</p>	
<p>Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Seller as Principal</p> <p>Loprest Division of WRT <i>(Full formal name of Seller)</i></p> <p>By: <u><i>Randy L. Richey</i></u> <i>(Signature)</i></p> <p>Name: <u>Randy L. Richey</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: <u><i>Chris Perez</i></u> <i>(Signature)</i></p> <p>Name: <u>Chris Perez</u> <i>(Printed or typed)</i></p> <p>Title: <u>Controller</u></p>	<p>Surety</p> <p>U.S. Specialty Insurance Company <i>(Full formal name of Surety) (Corporate seal)</i></p> <p>By: <u><i>Sarah C. Brown</i></u> <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: <u>Sarah C. Brown</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u><i>J. Rini</i></u> <i>(Signature)</i></p> <p>Name: <u>J. Rini</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness to Surety</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i></p>	



1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer to pay for labor, materials, and equipment furnished for use in the performance of the Procurement Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Seller promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Buyer from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, then the Surety and the Seller shall have no obligation under this Bond.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation to the Buyer under this Bond will arise after the Buyer has promptly notified the Seller and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Buyer or the Buyer's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Procurement Contract, and tendered defense of such claims, demands, liens, or suits to the Seller and the Surety.
4. When the Buyer has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Buyer against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Seller
 - 5.1.1. have furnished a written notice of non-payment to the Seller, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Seller have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Buyer to the Seller, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Buyer, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Seller may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Buyer to the Seller under the Procurement Contract will be used for the performance of the Procurement Contract and to satisfy claims, if any, under any procurement performance bond. By the Seller furnishing and the Buyer accepting this Bond, they agree that all funds earned by the Seller in the performance of the Procurement Contract are dedicated to satisfying obligations of the Seller and Surety under this Bond, subject to the Buyer's priority to use the funds for the completion of the Goods and Special Services.
10. The Surety shall not be liable to the Buyer, Claimants, or others for obligations of the Seller that are unrelated to the Procurement Contract. The Buyer shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the Point of Destination is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Procurement Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement where the Point of Destination is located, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Seller and Buyer shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.
 - 16.2. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.2.1. The name of the Claimant;
 - 16.2.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.2.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Procurement Contract;

- 16.2.4. A brief description of the labor, materials, or equipment furnished;
 - 16.2.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Procurement Contract;
 - 16.2.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.2.7. The total amount of previous payments received by the Claimant; and
 - 16.2.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.3. *Claimant*—An individual or entity having a direct contract with the Seller or with a subcontractor of the Seller to furnish labor, materials, or equipment for use in the performance of the Procurement Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Point of Destination is located or where the Goods and Special Services are to be installed or furnished. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Procurement Contract, architectural and engineering services required for performance of the work of the Seller and the Seller’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.4. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.
- 16.5. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.
- 16.6. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and all changes made to the Procurement Contract.
- 16.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.
17. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

None



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Donald Appleby, Todd Bengford, Sarah C. Brown, Ashlea McCaughey, Jessica Jean Rini, or Mark Sweigart of Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ***** Seventy Five Million and 00/100 ***** Dollars (**** \$75,000,000 ****). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

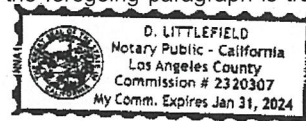
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 15th day of August, 2023.

Corporate Seals
Bond No. 1001188391
Agency No. 16589 - PDF POA



[Signature]
Kio Lo, Assistant Secretary

CERTIFICATE OF INSURANCE FOR PROCUREMENT CONTRACT

Buyer: **Town of Lakeview, Oregon**
Seller: **Loprest Division of WRT**
Engineer: **Anderson Perry & Associates, Inc.**
Project: **Water System Improvements - Water Treatment Equipment Package Procurement - 2023**

The Name and Address of Insurers on this Project:

Crum & Forster; 305 Madison Avenue; Morristown, NJ 07960

The Seller certifies that Seller has obtained and is maintaining the policies, coverages, and endorsements required by the Procurement Contract.

Attached to this Certificate are the following:

- Standard ACORD Form
- Listing of Additional Insureds
- Other: _____

All policies contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to Buyer. Within 3 days of receipt of any such written notice, Buyer shall provide a copy of the notice to Buyer, Engineer, and each other insured under the policy.

Crum & Forster Specialty Ins. Co.

Name of Insurance Company(s)

Ginny Shaw

Signature of Authorized Insurance Agency Representative

Ginny Shaw

Printed Name

Client Service Consultant

Title

Holmes Murphy

Insurance Agency

Randy L. Richey
Signature of Seller

Randy L. Richey

Printed Name

President

Title

8/15/23

Date

8/16/23

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - CO 7600 East Orchard Road, Suite 230 South Greenwood Village, CO 80111	1-844-484-7750	CONTACT NAME: Ashley Allen PHONE (A/C. No. Ext): 720-458-5756 E-MAIL ADDRESS: AAllen@holmesmurphy.com	FAX (A/C. No.):
INSURED Loprest Division of Water Remediation Technology, LLC 901 W. 116th Ave., Suite 400 Westminster, CO 80234		INSURER(S) AFFORDING COVERAGE INSURER A: CRUM & FORSTER SPECIALTY INS CO INSURER B: HARTFORD FIRE IN CO INSURER C: BERKSHIRE HATHAWAY HOMESTATE INS CO INSURER D: INSURER E: INSURER F:	NAIC # 44520 19682 20044

COVERAGES

CERTIFICATE NUMBER: 69442594

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK142282	01/01/23	01/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34UENAA5162	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX121953	01/01/23	01/01/24	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WAWC418064	01/01/23	01/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			34UUNAQ8351	01/01/23	01/01/24	\$150,000 Limit 5,000Ded
A	Pollution/Professional Liab.			EPK142282	01/01/23	01/01/24	\$1M Occ/\$2M Agg 50,000Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Water System Improvements - water Treatment Equipment Package Procurement - 2023

As required by written contract or written agreement, the Town of Lakeview, Oregon and Anderson Perry & Associates, Inc. are included as Additional Insureds under General Liability with respects to the above referenced.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lakeview, Oregon 525 N. 1st Street Lakeview, OR 97630 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/15/2023

NAME OF INSURED: Loprest Division of Water Remediation Technology, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section III – Who Is An Insured within the **Common Provisions** is amended to include as an insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of “your work” at the location designated and described in the Schedule above performed for that additional insured and included in the “products-completed operations hazard”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION III – WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART
ONSITE CLEANUP COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

SECTION VI – COMMON CONDITIONS, item 17. Transfer Of Rights of Recovery Against Others To Us within the Common Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, we waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of your ongoing operations or “your work” performed under a written contract with that person(s) or organization(s) and included in the “products-completed operations hazard”.

However, this waiver shall not apply to “damages” resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

 - (a) During the policy period, and
 - (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer: Town of Lakeview, Oregon
Engineer: Anderson Perry & Associates, Inc.
Seller:
Project: Water System Improvements
Contract Name: Water Treatment Equipment Package Procurement - 2023

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

All Goods The following specified portions of the Goods: **[Specify]**

Date of delivery of the Goods to the Point of Destination: **[Date]**

Date of Buyer's visual inspection of the Goods: **[Date]**

Date of this Acknowledgment: **[Date]**

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: None As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgement:

[List, if any, or indicate None]

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

	Buyer	Engineer, on behalf of Buyer
By (signature):	_____	_____
Name (Printed):	_____	_____
Title:	_____	_____
Date:	_____	_____

BUYER'S NOTICE REGARDING CONFORMITY OF GOODS AND SPECIAL SERVICES

Buyer: Town of Lakeview, Oregon
Engineer: Anderson Perry & Associates, Inc.
Seller:
Project: Water System Improvements
Contract Name: Water Treatment Equipment Package Procurement - 2023
Notice Date: Effective Date of the Procurement Contract:

Buyer hereby gives notice to Seller that, to the best of Buyer's knowledge, information, and belief, the Goods and Special Services:

- Are in conformance with the Procurement Contract Documents. Upon Seller's submittal of its final Application for Payment in accordance with the Procurement Contract Documents, Seller will be eligible for final payment, except as expressly indicated in the Procurement Contract.
- Are nonconforming with the Procurement Contract Documents for the following reason(s):
 1. **[List reason(s) and clearly cite contractual provisions and factual circumstances of each]**

Seller's Special Services were completed on: **[fill in date]**

Buyer has consulted with and received Engineer's recommendation on conformity of the Goods and Special Services.

This Buyer's Notice Regarding Conformity of Goods and Special Services (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree: **[Edit the following to suit the specific procurement]**

1. This Notice is expressly subject to the terms and conditions set forth in the Procurement Contract.
2. This Notice is not a guarantee or warranty of Seller's performance under the Procurement Contract, an acceptance of Goods and Special Services that are not in accordance with the related Procurement Contract Documents, including but not limited to nonconforming Goods and Special Services discovered after final inspection, nor an assumption of responsibility for any failure of Seller to furnish the Goods and Special Services thereunder in accordance with the Procurement Contract, or to otherwise comply with the Procurement Contract Documents or the terms of any special guarantees specified therein.
3. This Notice does not relieve Seller of any surviving obligations under the Procurement Contract and is subject to Buyer's reservations of rights with respect to completion and final payment.

Buyer

By (signature): _____ Name (Printed): _____

Date: _____ Title: _____

STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Procurement Proposal Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Procurement Proposal Requirements or the proposed Procurement Contract Documents.
 2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
 3. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 4. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
 5. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 6. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
 7. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
 8. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
 9. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 10. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient;

and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

11. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
12. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
13. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
14. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
15. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
16. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
17. *Notice of Award*—The written notice, by Buyer to a Proposer, of Buyer’s acceptance of the Proposal.
18. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
19. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
20. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.
21. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
22. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
23. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.

24. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
25. *Procurement Proposal Documents*—The Procurement Proposal Requirements and the proposed Procurement Contract Documents (including all Addenda).
26. *Procurement Proposal Requirements*—The advertisement for proposals, Instructions to Proposers, Proposal security of acceptable form, if any, and Proposal Form with any supplements.
27. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
28. *Proposal*—An offer of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
29. *Proposer*—An individual or entity that, as a prospective Seller, submits a Proposal to Buyer.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer’s review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; sustainable design

information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Proposer*—The Proposer whose Proposal the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Procurement Proposal Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
 1. The Procurement Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
 - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
 - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or
 - c. in the case of Special Services, have not been completed.

3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times:* References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller’s Insurance:* When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer’s Insurance:* After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
 - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
 - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
 - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
 - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
 - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Proposals (or on the Effective Date of the Procurement Agreement if there were no Proposals), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

A. During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.

1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.

B. Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

- A. Seller and its subcontractors and suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 *Delays*

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. inspection delays by governmental authorities, and custom delays;
 4. international shipping delays;
 5. acts or failures to act of third-party entities; and
 6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
 1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
 2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Procurement Proposal Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.
- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER’S RESPONSIBILITIES

7.01 *Performance of Obligations*

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 - 3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain

that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Proposals (or, on the Effective Date of the Procurement Contract if there were no Proposals) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 "Or Equals"

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 *Taxes*

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Seller shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
- 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.

- b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
 - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 Seller's Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
 - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
 - 1. observations by Buyer, Engineer, or Project Owner;
 - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 - 3. use of the Goods by Buyer or Project Owner;
 - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
 - 5. the end of the correction period established in Paragraph 9.04;
 - 6. the issuance of a notice of acceptance;
 - 7. any inspection, test or approval by others; or
 - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.
- B. *Buyer's Rejection of Non-Conforming Goods*
1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
 2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
 3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.
- C. *Buyer's Rejection of Non-Conforming Special Services*
1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
 2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
 3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.
- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

- F. *Seller Obligations*: Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods*: If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

10.02 *Duties and Responsibilities; Authority; Limitations*

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Buyer and Seller shall execute appropriate Change Orders covering:
 - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
 - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
 - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.
- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
 - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
 - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
 - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Contract Times*

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
 - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
 - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

- 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
 - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
 - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

- obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
- b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
 - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
 - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
 - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
 - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
 - a. the Goods and Services are non-conforming, requiring correction or replacement;
 - b. the Procurement Contract Price has been reduced by Change Orders;
 - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or
 - d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
 3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
 - c. Seller has failed to provide and maintain required bonds or insurance;
 - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
 - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
 - g. the Procurement Contract Price has been reduced by Change Orders;
 - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
 - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
 - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 *Final Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

- 1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Add the following term to those defined in Paragraph 1.01A of the General Conditions.

Contractor— A construction contractor with which Buyer enters into a construction contract.

Delete the definition for Point of Destination and replace it with the following:

The location where delivery of the Goods will be made, as stated in the Procurement Agreement.

Delete the defined term for Contractor/Assignee.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A to read as follows:

Buyer shall furnish to Seller **three** printed copies of the Procurement Contract Documents (including one fully signed counterpart of the Procurement Contract Documents), and **one copy** in electronic portable document format (PDF).

2.03 *Electronic Transmittals*

SC-2.03 Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Engineer, and Seller may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure project website.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form:* The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2019 edition) included in the Procurement Forms section of the Procurement Contract Documents.
2. *Required Payment Bond Form:* The payment bond that Seller furnishes will be in the form of EJCDC® P-615, Payment Bond (2019 edition) included in the Procurement Forms section of the Procurement Contract Documents.

5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;
 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:
 1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any

of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller’s indemnity obligations under Paragraph 7.07;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).
- H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers’ Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers’ Compensation and Related Policies	Policy limits of not less than
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Employer’s Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

2. Seller’s General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

4. Professional Liability (if the Special Services include professional services):

Seller's Professional Liability	Policy limits of not less than
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 9—BUYER'S RIGHTS

9.04 *Correction Period*

SC-9.04 Delete Paragraph 9.04.A in its entirety and insert the following in its place:

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after Final Payment, as established in the Procurement Agreement.

ARTICLE 11—CHANGES

11.07 *Unauthorized Changes in the Goods and Special Services*

SC-11.07 Add the following language to the end of Paragraph 11.07.A:

Work for which the Seller may claim a price adjustment or extension of time shall require an executed Change Order or Change Directive in order to be considered authorized. Work performed by the Buyer without an executed Change Order or Change Directive shall constitute acceptance of the Work by the Seller and shall constitute waiver of any claim for

adjustment of the Procurement Contract Price or Procurement Contract Times as a result of said change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

SC-12.03 Add the following new Paragraph 12.03 immediately after Paragraph 12.02:

12.03 *Arbitration*

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of USA&M Arbitration Service of Portland, Oregon, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Procurement Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 12, or if no specified time is applicable, within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Procurement Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Procurement Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Procurement Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party of the right to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Procurement Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Procurement Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Buyer or Seller, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Procurement Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

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SECTION 1

PILOT STUDY

PART 1 - GENERAL

1.1 Scope

- A. This Technical Specification covers the requirements, objectives, execution, and outcomes of a pilot study required as a proof of concept for the water treatment equipment package Procurement for the removal of iron and manganese from the Town of Lakeview's (Buyer's) raw water supply. The pilot study shall also evaluate options to address odor, color, and turbidity issues. Work shall include all equipment, materials, labor, water sampling and testing, etc., as required to perform a pilot study and associated data collection. The pilot study shall be conducted in a manner adequate to verify process performance in accordance with the operational and treatment performance criteria outlined in Technical Specifications - "Water Treatment Equipment Package." The pilot study is a mandatory proof of concept precursor for the selected Proposer's pressure filter water treatment equipment package to be procured by the Buyer.
- B. To ensure the highest quality control and representative translative results between the pilot study and the water treatment equipment package, the Proposer of the water treatment equipment package and pilot study shall be the same. All pilot study equipment included in this Technical Specification shall be supplied by the Proposer of the water treatment equipment package.

1.2 General Requirements

- A. The equipment shall be capable of performing all duties outlined in this Technical Specification. The pilot study shall verify if the Proposer's process, including but not limited to proposed media, oxidizing agent, oxidizer feed rate, filter loading rate, and filter run time will provide the treatment performance as outlined in Technical Specifications - "Water Treatment Equipment Package." The pilot study shall be used to determine the most appropriate treatment approaches to address odor, color, and turbidity concerns. Refer to Exhibit 1A for the pilot study area site plan and water and sewer connections.
- B. Buyer Responsibilities
 - 1. Provide a representative source water of the raw water to be treated by the water treatment equipment package.
 - 2. Provide a sewer connection for disposal of finished and backwash water produced during the pilot study.

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3. Provide access to restroom facilities.
- C. Proposer Responsibilities
1. Provide all necessary equipment and personnel to carry out a pilot study in accordance with this Technical Specification.
 2. Equipment provided in the pilot study shall include, but is not limited to:
 - a. Provide power supply as required for operation of the pilot study
 - b. Filter columns for the pilot study
 - c. Identical filter media type(s) and configuration(s) as identified in the Proposal
 - d. Chemical dosing systems and chemicals
 - e. Filter service and backwash pumps
 - f. Rate flowmeters
 - g. Filter headloss transmitters
 - h. On-site testing equipment or certified laboratory services, as required
 - i. Data logger
 - j. Raw water equalization tank
 - k. Aeration equipment and detention tank, if included as an element in the Proposal
 3. Sample, analyze, record, and report the following parameters on the raw and finished water during the pilot study operation:
 - a. Manganese: 2 to 4 times per day
 - b. Iron: 2 to 4 times per day
 - c. pH: 2 to 4 times per day
 - d. Temperature: 2 to 4 times per day

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- e. Free/Total chlorine in the finished water: 2 to 4 times per day
 - f. Sulfide: 2 to 4 times per day
 - g. Ammonia: 2 to 4 times per day
 - h. Color: 2 to 4 times per day
 - i. Turbidity: 2 to 4 times per day
4. Sample, analyze, record, and report the following parameter on the raw and finished water during the pilot study operation using Proposer-provided field kits.
 - a. Hydrogen sulfide gas: 2 to 4 times per day
 5. Collect and ship raw and finished water samples to an independent laboratory to analyze and report the following parameter:
 - a. Odor: 4 samples per media/oxidizer combination
 6. Measure the following parameters continuously for each filter media being tested:
 - a. Flow rates (raw and finished)
 - b. Filter inlet and outlet pressure
 - c. Oxidant dosage
 - d. Filter aid, if used
 7. Sample, analyze, record, and report the following parameters on the backwash water during the pilot study operation:
 - a. Total suspended solids (TSS)
 - b. Settleability, 3 samples for each combination of media and oxidizer. Samples shall be collected after media/oxidizer combination operational parameters have reached equilibrium.

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1.3 Pilot Study Objectives

- A. Confirm and document the water treatment equipment package included in the Proposal will function to provide efficient water treatment as intended by the Buyer's Procurement Proposal Documents and these Technical Specifications.
- B. Verify the maximum filter loading rate, minimum filter run time, and typical oxidizer feed rate for the media specified in the Proposal are adequate to meet finished water quality parameters specified in Technical Specifications - "Water Treatment Equipment Package."
- C. Testing of Alternative Filter Medias (optional)

Evaluate alternative filter media(s) for all parameters listed above.
- D. Determine the optimal filter loading rate, oxidizer feed rate, and filter run time of each media tested. These data shall be used for the design of the Water System Improvements.
- E. Special Provisions for Odor, Color, and Turbidity

Determine if any other provisions in addition to the proposed water treatment equipment package are needed to reduce turbidity, odor, and color to their respective primary and secondary contaminant levels.
- F. Determine TSS and settleability of backwash water.

1.4 Pilot Study Proposal

The Proposer shall provide a complete description of the proposed pilot study. The description shall include at a minimum:

- A. History of similar pilot studies.
- B. Description and details of pilot system proposed to be used for the pilot study.
- C. Summary of methodology, on-site sampling procedures, and list of constituents for lab analysis.
- D. Media to be tested and descriptions of each, as applicable.
- E. Oxidizers to be tested and descriptions of each, as applicable.

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PILOT STUDY

- F. A complete list of all requirements/responsibilities of the Buyer, including water connection(s), Buyer-provided sampling containers, etc.
- G. Additional provisions that will be included with the pilot study as needed to address odor, taste, and color such as aeration/detention, granular activated carbon, etc.
- H. Summary table of pilot study design criteria including, but not limited to, flow rate, loading rate, media area, oxidizer, oxidizer feed rates, and filter loading rates that will be tested, and the test durations for each.

PART 2 - EQUIPMENT AND MATERIALS

2.1 General

- A. The pilot study equipment to be utilized shall include the Proposer's standard pilot study system to perform the work included in this Technical Specification. The pilot study and testing shall be furnished and completed by the Proposer.
- B. Analytical equipment supplied with the pilot study shall include, but is not limited to:
 - 1. Spectrophotometer
 - 2. Digital titrator
 - 3. pH meter
 - 4. Stir plate
 - 5. Micron filter
 - 6. Glassware such as beakers, flasks, columns, sample cells, etc.
 - 7. Other equipment as necessary to perform the pilot test
- C. A turbidity meter is to be provided by the Proposer with the pilot study equipment as turbidity is an important parameter to account for in the Buyer's water sources.

2.2 Media Types

- A. The pilot study shall test all media types as outlined in the Proposal. Alternative media types may be tested in addition to the proposed media. Based on pilot study sampling and performance testing of an alternative media, and upon agreement by the Proposer and Buyer, an alternative media may be considered for final design. Proposers willing to

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test multiple media types will receive a higher ranking for “Comprehensiveness.” The filter media types to be tested in the pilot study may include, but are not limited to:

1. GreensandPlus™
 2. Manganese dioxide ore (pyrolusite)
 3. Anthracite
 4. Granular activated carbon
- B. The filters may be composed of up to two different media types, as deemed necessary by the Proposer to provide the necessary level of treatment while minimizing oxidation and media regeneration oxidizing agent dosages while limiting the amount of backwash water created to the extent possible.
- C. All media shall conform to ANSI/NSF Standard 61 and background documentation of the media’s performance must be provided.

2.3 Pre-Treatment and Oxidation Agents

- A. Pre-treatment, oxidation agents, and/or methods to achieve enhanced treatment may include, but not be limited to:
1. Potassium permanganate
 2. Sodium hypochlorite
 3. Aeration
 4. Granular activated carbon
- B. Each oxidizer included in the Proposal shall be tested for an adequate length of time to reach a consistent level of performance and determine the specified outcomes outlined in this Technical Specification.

PART 3 - EXECUTION

3.1 Timing of Work

The pilot test shall be completed in accordance with Article 2, Section 2.02.A, “Schedule of Procurement Contract Times,” of the Procurement Agreement.

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3.2 Pilot Study Set Up

- A. The Proposer will provide a pilot study trailer with all necessary equipment needed to complete the pilot study as specified herein. The Proposer is responsible for setting up their equipment and the powering of their equipment. The Proposer will be responsible for providing all necessary equipment and provisions to prevent freezing of the water source.
- B. The Proposer shall provide power generation meeting local codes including current Oregon Electrical Specialty Code to fully supply the system as required. The power source may be a generator or temporary power provided by the local utility. The power generation source shall be the complete responsibility of the Successful Proposer including, but not limited to, required permits, fuel, utility costs, utility coordination, electrical energy costs, protections, grounding, bonding, operational maintenance, etc. The Buyer will not provide modifications to their system(s) or changes to the utility that impacts Buyer's existing electrical systems. The Buyer will not provide any fuel, electricity, etc. Buyer's existing power distribution system, including utility service, shall not be utilized and shall be reserved for Well No. 9 pump/system operations.
- C. The Buyer will provide a raw water source connection and sewer service connection. The disposal of produced liquids from the pilot study shall not have any negative impacts.

3.3 Pilot Study Equipment Delivery and Setup

- A. The pilot study shall comply with the schedule outlined in the Procurement Contract Documents.
- B. Proposer shall be responsible for delivery and setup of the pilot study trailer and all necessary equipment as outlined in this Technical Specification.
- C. The Buyer shall provide the required raw water source line for connection to the pilot study equipment. The Proposer shall be responsible for connecting the Buyer-supplied line to the pilot study equipment, as required.

3.4 Pilot Study Operation

- A. Raw water will be supplied from the tapped 16-inch transmission main line near the pilot study location. The Proposer shall recognize that it is not viable to operate all Buyer wells for 24 hours per day for the duration of the pilot study to provide a fully representative water quality sample of the raw water supply. All wells will be operated simultaneously up to four times per day, effectively flushing the transmission line with

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raw water each cycle. The raw water for piloting will be drawn from the transmission line in a manner such that water introduced to the pilot study will not have entered the Buyer's storage reservoir and has been in the transmission line for no more than six hours.

- B. The influent water will be run through the Proposer's pilot study and the Proposer's on-site personnel will provide the sampling, testing, data collection, and reporting in accordance with this Technical Specification.
- C. The finished water and backwash water from the pilot study shall be discharged to the stormwater ditch and gravity sewer line respectively, near the pilot study location. The Buyer will provide a connection to the stormwater ditch and sewer line for finished water and backwash water discharge, as required. All finished water and backwash water produced from the pilot study shall be of appropriate composition to avoid any negative impacts associated with disposal.

3.5 Pilot Study Tear Down

The pilot study will be taken offline, and all connections are to be disconnected. Temporary work such as water connections for the pilot study will be restored to their original condition by the Buyer. The Proposer shall leave the site in a condition equal to or better than the original condition.

3.6 Proposer's On-Site Personnel

- A. A technician or staff member for the Proposer shall be on site for the entire duration to conduct the pilot study. No staff member of the Buyer shall operate the pilot study for any duration of time.
- B. On-site testing shall be conducted for iron, manganese, and all other parameters outlined in this Technical Specification.

3.7 Pilot Study Results and Reporting

- A. Once the pilot study has concluded, a report and pilot study data shall be presented along with the Proposer's recommendations for the full-scale water treatment equipment package and the basis for its selection.
- B. The Buyer may complete additional testing from what is specified herein using a third-party at the Buyer's expense. The Buyer will provide sampling containers for any additional testing completed by Buyer, as applicable.

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C. Post Pilot Report

1. The Proposer shall provide a report summarizing the pilot study and results. The report shall include a description, complete set of results, and recommendations to the Buyer based on the pilot study. The report shall indicate if the proposed media's performance met the parameters as outlined in the Proposal and if any alternative media types considered by the Proposer tested during the pilot study met or exceeded the performance indicated in the Proposal. The report shall include, at a minimum:
 - a. A description and methodology of the pilot study including all considered design criteria including, but not limited to, media type, type of oxidizer, oxidizer feed rate, filter loading rate, etc.
 - b. A complete set of water quality analytics including raw and finished water over the duration of the pilot study.
 - c. A summary of performance achieved for each combination of media, oxidizer type used, oxidizer feed rate, filter loading rate, and filter run time.
 - d. A revised Water Treatment Equipment Package Proposal for use in the design of the Water System Improvements.
 - e. Typical settling characteristics of backwash water.
2. The pilot study shall indicate if the media performed within the range specified in the Proposal for: filter loading rate, filter backwash rate and volume, oxidizer type and feed rate, and filter run time. If the pilot study does not perform as specified in the Proposal, the Proposer and Buyer shall follow in accordance with "Proof of Proposal" of the Instructions to Proposers for Procurement Contracts.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Basis

See the Procurement Agreement for a description of the basis of measurement and payment for Work performed under this Procurement Contract. Work for the pilot study shall include, but not be limited to, providing, setting up, operating, and taking down the pilot study equipment; testing; reporting; and all other items necessary to complete the Work as specified herein. Payment shall be made at the lump sum price stated in the Proposal Form for "Pilot Study Price."

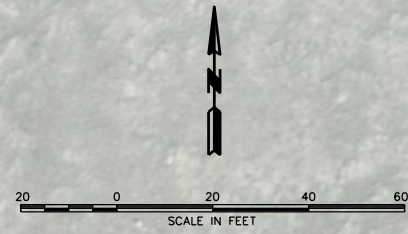
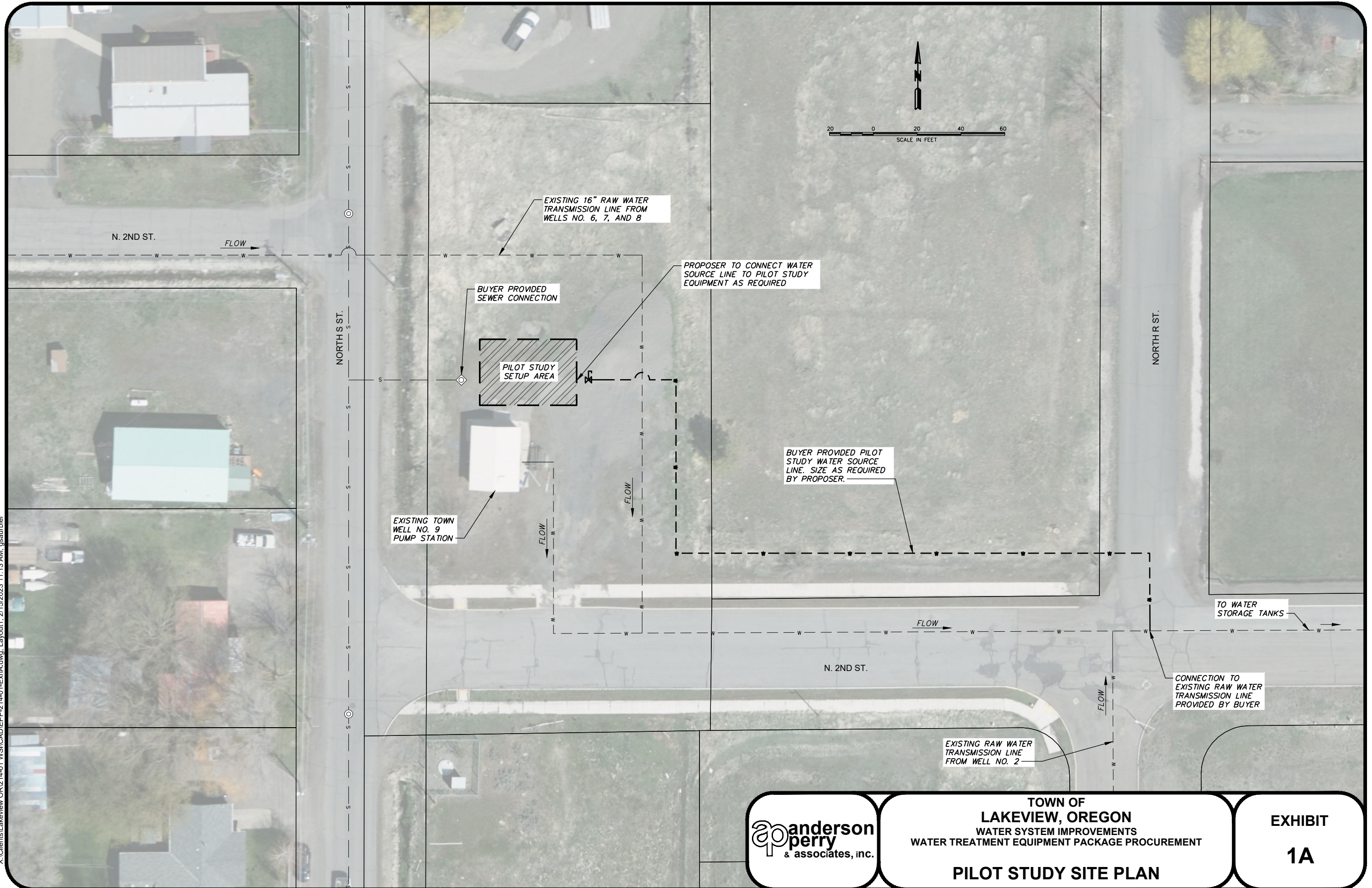
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<p>anderson perry & associates, inc.</p>	<p>TOWN OF LAKEVIEW, OREGON WATER SYSTEM IMPROVEMENTS WATER TREATMENT EQUIPMENT PACKAGE PROCUREMENT</p> <p>PILOT STUDY SITE PLAN</p>	<p>EXHIBIT 1A</p>
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PART 1 - GENERAL

1.1 Scope

- A. This Technical Specification covers the furnishing, delivery, startup, and operator training of a water treatment equipment package (Equipment Package) used to remove iron, manganese, odor, color, and turbidity from drinking water. Work shall include a detailed concept proposal, design engineering services, and furnishing all equipment, materials, etc., as required for a complete and properly operating Equipment Package.
- B. To ensure the highest quality control, the equipment supplier and manufacturer shall be the same and referred to furthermore as the “Proposer” for pre-award submittals and “Seller” for post-award submittals. All equipment included in this Technical Specification shall be supplied by a single Seller.

1.2 General Requirements

- A. The Equipment Package shall consist of a minimum of two pressure filter vessels and associated equipment required to meet the specified requirements. The Equipment Package shall be capable of uninterrupted treatment of at least 50 percent of the design flow rate as specified in Section 2.2 of this Technical Specification, with one unit off line. The proposed Project Site of the water treatment facility where the Equipment Package will be installed is shown on Exhibit 2A.
- B. System controls shall be based on industry standard components and programming. Proprietary control components or control software are not allowed. All software and software passwords required to program and make future changes to the system will become the property of the Buyer.
- C. The Equipment Package limits are from the raw water inlet and air supply inlet face piping flanges to the finished water and backwash water discharge flanges of each vessel as shown on Exhibit 2B. Interconnection piping will be designed following the award of the Procurement Contract. The equipment provided by the Seller shall also include all necessary blowers needed to supply media air scour wash. To ensure equal comparisons of proposals, costs associated with the following elements shall be excluded from the Equipment Package scope.
 - 1. Raw, recycled, backwash, and finished water booster pumps.
 - 2. Modulating valves required for distribution or control of flow.

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3. Any tanks (pressurized or atmospheric) needed for equalization, pretreatment, oxidation, backwash water storage, or any other process. However, if the need for such tanks is integral to the operation and performance of the proposed Equipment Package, a complete description of the tanks required, including volume, dimensions, and/or function, shall be included with the Proposal.
 4. Oxidizer agent and disinfectant storage and feed pumping equipment.
 5. Any control system outside of Equipment Package operation needed for applications such as booster and/or well pump controls, oxidizer agents, disinfectant injection equipment control, etc.
 6. Flowmeters. All flowmeters will be provided by the Buyer. However, the Proposal shall indicate the number and function of all necessary flowmeters integral to the Equipment Package.
 7. Modulating valves required for distribution or control of flow. All flow control will be provided by others, with design and implementation established during 30 percent and final design. The Proposal shall assume that required flow rates will be supplied as necessary.
- D. The Equipment Package shall be designed per the criteria provided in Section 2.2 of this Technical Specification.
- E. The Buyer's Water System Improvements project will be based on the maximum backwash water volume guarantee. Upon startup and commissioning of the water treatment Equipment Package, if a Seller supplies a system that produces more backwash water than specified in the guarantee, the Seller shall be held responsible for all costs associated with this increased backwash production including, but not limited to, engineering services, preparation of construction drawings, and capital costs associated with expanding or modifying the backwash settling tank and associated components.

1.3 Water Treatment Equipment Proposal

The Water Treatment Equipment Proposal shall include but not be limited to the following items.

- A. Treatment Process and Equipment Package.

Provide a complete treatment process and equipment package proposal with applicable narratives, drawings, and cut sheets including, but not limited to, the following:

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1. Equipment example drawings, to scale, and complete detailed information covering equipment, processes, and methods specified.
2. A full narrative describing the treatment process and any necessary ancillary equipment and/or processes needed to provide a finished water supply meeting the requirements specified herein. The process description, may, in addition to the initial proposal based on water quality data provided, describe other provisions that could be taken if necessary to overcome challenges resulting from any complications that could arise in the treatment process. The treatment process narrative shall include, but not be limited to, the following:
 - a. Oxidation agent and estimated range of dosing rates, if any.
 - b. Oxidation detention tank volume or detention time needed to achieve oxidation of soluble iron and manganese, if any.
 - c. A full description of each type of media proposed including bed depth; typical properties including effective size, uniformity coefficient, hardness, porosity, and specific gravity; and typical operational parameters including removal efficiency and typical backwash rates.
 - d. A detailed description of typical backwash procedures (including filter to waste) and estimated backwash quantities for the proposed Equipment Package, including backwash flow rate, duration, total volume produced per cycle, filter run time between cycles, and maximum elapsed time between cycles. Proposer shall guarantee in writing that their system will not produce a backwash water volume in excess of the amount indicated in their submitted calculations.
 - e. Process of filter bed regeneration including type (continuous or intermittent), length, sequence, and required oxidizer(s).
3. An itemized list of all ancillary equipment, materials, and appurtenances included with the Equipment Package, including structural configuration drawings, detailed component specifications, and catalog cut sheets of each.
4. Face piping and instrumentation diagram drawings.
5. Identify the manufacturer and model of the major control components, including PLCs, operator interface terminals (OIT), and control software.

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6. A history of the Equipment Package offered including pilot testing data and experience.
7. Exceptions: Identify any exceptions taken to these Technical Specifications or any other part of the Procurement Proposal Documents.
8. Exclusions: Identify any components or work items that are not specified but are necessary to the Work.

B. Backwash Water Production Guarantee

The Buyer considers water conservation an intrinsic part of the Project. As such, all Proposers shall provide with their Proposal a backwash water generation calculation. Failure to provide this calculation will result in the Proposal being declared non-responsive and it will be rejected.

C. Draft Process Guarantee

Provide a draft process guarantee including the conditions specified under the "Submittals" section of this Technical Specification.

D. Quality Assurance Package

Provide a complete quality assurance package of required documentation. Required contents for the quality assurance package follow:

1. A list of operational installations with contact names, addresses, and phone numbers for at least ten similar installations of pressure filter vessels using manganese oxide type media for drinking water iron and manganese removal. The referenced installations must have been in operation for a minimum of two years and used air/water backwash systems.
2. Provide evidence of manufacturing capability including a description of facilities, the number of personnel and their professional qualifications, quality control practices, and identification of any major outside fabricators for the purpose of determining experience.
3. Proof that the Proposer has been active in the manufacturing of air/water backwash systems for at least eight years.
4. Written guarantee that the tank fabrication facility holds a current ASME U Stamp and ASME R Stamp.

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5. Evidence of Proposer's ability to retain engineering staff experience necessary to complete this project. Include the resume of the supervisory professional engineer who will affix his or her stamp on the submittal drawings.
6. Proof of ability to furnish warranties and bonds as described in the Procurement Proposal Documents.
7. Evidence of the Proposer's ISO 9001:2015 quality system certification or other quality assurance/quality control procedure. Proposer must submit their quality manual upon request.

1.4 Submittals

Upon award of the Procurement Contract and completion of the Final Design Services, the Seller shall provide a submittal package for review and approval. At a minimum, the submittal package shall include the following:

A. Warranty

1. A non-prorated, all-inclusive warranty shall be provided covering all materials and workmanship for 12 months from the date of final acceptance and payment by the Buyer.
2. It shall be the Seller's responsibility to provide the necessary service engineers to repair and/or replace any defective components during this warranty period, including any and all travel expenses incurred for those services.

B. Process Guarantee Statement

See Section 1.5 of this Technical Specification for Process Guarantee Statement requirements.

C. The Seller shall submit the following in accordance with the Procurement Contract Documents:

1. Shop Drawings showing complete layout including dimensions, construction and installation details, materials to be used, and shipping and operating weights.
2. Seller's literature and catalog cut sheets of supplied items.

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- D. Installation, Operation, and Maintenance Manuals
1. Complete written installation instructions with detailed installation drawings.
 2. Complete operational instructions.
 3. Complete maintenance instructions with complete catalog information, electric motor information, parts list, filtration media information, recommended spare parts list, and instructions for periodic maintenance of the system.
 4. Complete documentation of custom control panels, including component location drawings, input/output (I/O) terminal block identification, wiring diagrams.
 5. Complete documentation of PLC control programming including program variables and code.
 6. Complete documentation of OIT programming.

1.5 Process Guarantee

1. The Seller's one-year Process Guarantee shall include the following conditions:
 - a. The Equipment Package provided will meet the performance requirements as outlined in Section 2.2 of this Technical Specification.
 - b. The average filter run time will not be less than that specified by the Seller's final design Equipment Package process description.
 - c. The maximum elapsed time between backwash cycles will not be less than that specified by the Seller's final design Equipment Package process description.
 - d. Annual media loss will not exceed values as outlined in this Technical Specification.
2. The Process Guarantee shall be based on the following conditions:
 - a. The raw water to the Equipment Package will exhibit approximate characteristics as provided in Section 2.2 of this Technical Specification.

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- b. The Equipment Package is installed, operated, and maintained in accordance with the instructions provided by the Seller's Operation and Maintenance (O&M) Manual.
 - c. Should an inability to produce the guaranteed results be related to a deficiency beyond the Seller's control, that results in no negligence of the Seller, the guarantee shall be considered void.
 - d. The Buyer's operator agrees to send monthly performance data to the Seller related to the Equipment Package including raw and finished water quality data, backwash time stamps, system settings, and any other data necessary to confirm all parameters are in accordance with the design criteria specified herein.
3. If the Equipment Package fails to meet the design criteria specified herein, and all other conditions listed above have been satisfied, the Seller shall modify, supplement, or replace equipment by delivering same to the Project Site, procure the services of a certified and licensed contractor for installation, and supervise installation at no charge to the Buyer.
 4. In no event shall the Seller's cumulative liability exceed 200 percent of the price of the goods provided by the Seller.

PART 2 - EQUIPMENT AND MATERIALS

2.1 General

- A. All component parts and equipment utilized in the Equipment Package shall be furnished as a complete integrated packaged system by a single Seller.
- B. Fabricate all components with new materials and components that are free from defects.
- C. All component surfaces in contact with drinking water must meet ANSI/NFS 61 requirements.

2.2 Design Criteria

The filter shall be designed to meet the following conditions:

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Rated Design (all units in service)	1,750 gpm
Minimum Number of Vessels	2
Redundancy	50 percent with one unit off line
Filter Loading Rate	To be determined by Proposer ¹
Mode of Backwash	Simultaneous air and water
Vessel Design Pressure	100 pounds per square inch (PSI)
Vessel Hydrostatic Test Pressure	130 percent of design pressure
Finished Water Manganese	Less than or equal to 0.05 mg/L
Finished Water Iron	Less than or equal to 0.3 mg/L

¹The State of Oregon does not regulate pressure filter maximum loading rates. The loading rate proposed by the Proposer must be verified during the pilot study.

The Equipment Package shall be designed for treating raw water of the following approximate characteristics. The following water quality data are a calculated mass balance composite based on samples collected at each source on various dates as outlined and included in the Appendix of these Procurement Proposal Documents. The mass balance assumes the combined raw water inflow to the treatment equipment will consist of a consistent mix of groundwater from Wells No. 2, 6, 7, and 9 with rates of 550, 350, 400, and 450 gallons per minute, respectively. These rates are based on current pump capacities provided by the Town of Lakeview.

Raw Water Analysis		
Constituent	Average Value (Range)	Unit
Primary EPA Constituents		
Arsenic, Total	0.0049	mg/L
Copper	0.0154	mg/L
Lead	0.0019	mg/L
Mercury	0.0	mg/L
Nitrate as Nitrogen	0.01	mg/L
Total Coliform	0.0	CFU
Turbidity	3.2	NTU
Uranium	0.0001	mg/L
Non-Primary EPA Constituents		
Alkalinity	160	mg CaCO ₃ /L
Aluminum	0.05	mg/L
Ammonia-N	0.19	mg/L
Calcium	20.1	mg/L
Color	17	Color Units
Hardness	80.6	mg/L
Iron	0.42	mg/L
Manganese	1.123	mg/L

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Nickel	0.0015	mg/L
Odor	0.88	TON
pH	8.02	pH Units
Phosphorous, Total	0.456	mg/L
Silica	67.3	mg/L
Sodium	84.6	mg/L
Sulfate	38.8	mg/L
Sulfide as Hydrogen Sulfide	0.10	mg/L
Temperature	63	°F
Total Dissolved Solids	332	mg/L
Total Inorganic Carbon	35.66	mg/L
Total Organic Carbon	1.17	mg/L
Zinc	0.0079	NTU

CFU = total number of colony forming units in 100 milliliters of water

EPA = Environmental Protection Agency

°F = degrees Fahrenheit

mg CaCO₃/L = concentration as calcium carbonate in mg/L

mg/L = milligrams per liter

NTU = nephelometric turbidity unit

TON = threshold odor number

2.3 Water Treatment Equipment Package Construction

A. Pressure Filter Vessel

Either horizontal or vertical pressure filter vessels shall be provided to meet the requirements specified herein. All vessels shall be nearly identical in size, type, piping, and operation. Mismatched vessels shall not be allowed.

1. The pressure vessels shall be constructed of ASTM A 516 Gr. 70 welded steel in accordance with ASME code Section VIII, Division 1 requirements with ASME code stamp required. Pressure vessel steel thickness shall be in accordance with ASME Code plus 1/16 inch for corrosion allowance.
2. Each filter vessel shall be adequately supported on structural steel properly spaced and braced to meet the seismic requirements for installation in Lakeview, Oregon. The Project Site has an assumed classification as Site Class D with the following seismic design parameters:

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Symbol	Definition	Value
S_s	Adjusted spectral bedrock acceleration for short periods (g)	0.5
S_1	Adjusted spectral bedrock acceleration for 1-second periods (g)	0.201
F_a	Site coefficient factor	1.4
F_v	Site coefficient factor	Null
S_{ms} ($S_{ms} = F_a S_s$)	Maximum considered earthquake spectral response acceleration for short periods (g)	0.7
S_{m1} ($S_{m1} = F_v S_1$)	Maximum considered earthquake spectral response acceleration for 1-second periods (g)	Null
S_{ds} ($S_{ds} = 2/3 S_{ms}$)	5 percent damped design spectral response acceleration for short periods (g)	0.467
S_{d1} ($S_{d1} = 2/3 S_{m1}$)	5 percent damped design spectral response acceleration for 1-second periods (g)	Null

g = force per unit mass due to gravity at the Earth's surface.

3. Horizontal filter vessels shall be provided with dividing partitions to create equal sized cells, designed to resist any pressure differential that may be encountered in the operation of the treatment facility. Each internal cell shall have at least one access hatch located near the top of the vessel of sufficient size to install and replace filter media. Vessels using common, arched plate underdrain systems shall also include an access hatch accessible to the underdrain area.
4. Vertical filter vessels shall have at least one access hatch located near the top of the vessel of sufficient size to install and replace filter media.
5. Vessel Weld Requirements
 - a. Pressure containing welds: Applied in accordance with the current edition ASME Code, Section VIII, Division 1.
 - b. All other welds, pre-qualified weld procedures, joint design and fabrication specifications: Joint strength and integrity shall be as detailed in the current edition of AWS D1.1/D1.1M, SECTION 5.
 - c. Final weld surface condition: Consistent with paint pre-application requirements.
6. Finish
 - a. Interior surfaces of all pressure vessels shall be completely factory finish painted prior to shipment. Vessel exteriors shall be factory-primed and field-finished. All paints, coatings, and sealants to be in contact with water shall be NSF 61 listed.

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- b. The interior and exterior of the vessel(s) shall be thoroughly cleaned of loose mill scale and grease. The interior of the filter tank shall have a SP10 Near White Blast Cleaning surface preparation and the exterior shall have a SP6 Commercial Blast Cleaning surface preparation. The filter vessel interior shall be shop-primed with one coat of TNEMEC Series 94-H2O Hydro-Zinc or approved equal with a DFT of 2.5 to 3.5 mils. The interior shall be shop-finished with two coats of TNEMEC Series 21 WH-16 or approved equal white finish paint with a DFT of 4 to 6 mils per coat. The exterior of the filter vessel shall be shop-primed with one coat of TNEMEC Series 1 Omnithane or approved equal with a DFT of 2.5 to 3.5 mils. The exterior finish coat shall be field-applied by the Buyer's Contractor.
- c. Seller shall provide the services of a NACE-certified Level 3 inspector to inspect and document the surface preparation and factory-applied prime, intermediate, and finish coats of the interior and exterior of the filter vessel. The inspector shall be an independent third party, shall work under a contractual basis, and shall not be an employee of the Seller. Any coating material applied prior to approval of surface preparation by the NACE-certified Level 3 inspector shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Seller. The NACE-certified Level 3 inspector shall submit written reports to the Engineer documenting that proper surface preparation was performed and that the specified paint systems were applied in accordance with this Technical Specification and per the paint manufacturer's printed instructions and requirements.

B. Inlet Distributor/Backwash Collector

- 1. Each vessel shall be provided with a header/lateral or weir/trough type inlet distributor/backwash collection system. The distributor/collector shall be designed for even distribution of flow over the entire filter bed and for the uniform collection of backwash water. Provision shall be made for field leveling of the distributor/collector to ensure uniform distribution/collection.
- 2. Header/lateral type distributors shall be designed with Type 304L or 316 stainless steel or carbon steel pipe. Carbon steel pipe must be coated per AWWA C210.
- 3. Weir/trough type distributors shall be constructed of pickled and passivated Type 304L or 316 stainless steel plates with adjustable weir plates or HDPE. The

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design shall prevent the carryover of filter media during the backwash cycle. Troughs shall be sized appropriately to fit the application based on air scour and backwash rates, and shall be perpendicular to the inlet pipe to promote even distribution of water over the filter surface.

C. Filter Underdrain System

1. Each vessel shall be provided with a header/lateral or plate type underdrain system designed to uniformly distribute backwash water and collect finished water. Air for the air wash shall be provided separately.
2. Steel Plate Underdrain Systems
 - a. Curved plate common underdrain systems for horizontal vessels shall be equipped with ASTM A 516, Grade 70 steel plates of proper radius with perforated openings to receive distributors. Plates shall be welded to the filter tank shell and head and shall be sufficiently strong to carry the filter media plus the maximum possible hydraulic pressure that can be applied.
 - b. The flat plate underdrain systems for vertical vessels shall be equipped with carbon steel plates rigidly supported extending over the entire bottom of the filter area, with perforated openings to receive distributors. Plates and supports shall be sufficiently strong to carry the filter media plus the maximum possible hydraulic pressure that can be applied.
 - c. Underdrain perforations for mounting diffuser nozzles shall be greater than the final orifice area to ensure uniform distribution.
3. Header-lateral Underdrain Systems
 - a. Header-lateral underdrain systems shall be designed to provide uniform flow through the filters in backwash and treatment mode of operation.
 - b. Header-lateral underdrain system shall consist of Type 304L or 316 stainless steel or Schedule 80 polyvinyl chloride pipes. When instructed by the Seller, the underdrain system may be supplied by the Seller and installed by the Contractor. Underdrain piping shall be structurally supported by concrete fill. Concrete fill shall be installed by the Contractor in accordance with the Seller's written instructions.

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- c. Head-lateral underdrain systems shall utilize either distribution nozzles or engineered orifices encased in type 304L stainless steel cylindrical wedge wire screens.
4. Distribution Nozzles
- a. Underdrain diffuser nozzles shall be self-cleaning, NSF Standard 61 approved, and listed by the Seller for approval. Diffuser nozzles shall be spaced to ensure uniform collection and distribution and to provide efficient operation of both backwashing and filtration. The area of the open penetrations in the distributor used to connect the nozzles shall be greater than the final nozzle orifice area to ensure uniform distribution.
 - b. Diffusers shall provide a 0.3 percent nozzle orifice area to filter area unless otherwise approved by the Engineer. Diffuser nozzles shall discharge water horizontally to prevent channeling in the filter bed. Under no circumstances shall the filter supporting beds be upset during normal backwash and air scour procedures. The strainer system shall be compatible with the selected media and supporting bed material.
 - c. Pressed or crimped sheet metal diffuser nozzles, toggle-bolted designs, and designs using parallel metal or plastic plates, spacers, and coupling bolts are not permitted.
- D. Air Scour System
- 1. The air scour system shall be properly sized to provide even distribution of air throughout the entire filter bed. Backwash air scour rates shall be specific to the media selected to minimize backwash water produced.
 - 2. Vessel internal air scour piping shall be Type 304L stainless steel.
 - 3. The air scour system shall be installed such that the air distribution does not disturb the filter supporting beds. Headers shall be adequately supported using stainless steel U-bolts, angles, and anchorage. Laterals shall be secured to the supports with stainless steel ties. Plastic ties are not allowed.
 - 4. Air distribution slots shall be sized and spaced to allow proper range of air per square foot of area, based on operating conditions, with the maximum dimension small enough to prevent media intrusion.

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2.4 Filter Supporting Beds

- A. Each filter cell shall be provided with a graded gravel supporting bed designed specifically for the specified filter media. Supporting bed materials must be selected and installed to prevent filter media from migrating downward during typical filter cycles and heavy enough to remain in place during backwash cycles. Gravel bed media must be produced and placed in accordance with AWWA B-100.
- B. The supporting bed gravel shall be free from clay, loam, dirt, calcareous, or other foreign material, and shall consist of round or angular particles being relatively free of flat or elongated particles. The gravel shall be shipped in bags on a pallet.

2.5 Filter Media

Based on water quality data provided, industrialized experience, and as confirmed through the pilot study testing, the Seller shall design and specify an iron and manganese filtration process, which will maintain performance as specified in this Technical Specification. The filter may be composed of up to two different media types, as deemed necessary by the Seller to provide the necessary level of treatment while minimizing oxidation and media regeneration oxidizing agent dosages and limiting the amount of backwash water created to the extent possible. Each filter cell shall be provided with equal depths of media. Applicable media shall conform to physical and chemical standards of the latest revisions of AWWA B100 and shall be procured and installed in accordance with AWWA B100 procedures. All filter media shall be certified to ANSI/NSF Standard 61.

2.6 Simultaneous Air and Water Backwash Collection System

- A. A simultaneous air and water backwash collection system shall be provided for each cell and consist of a water collector and media-backwash water separator. The backwash collection system shall separate the air and media from the backwash water without interfering with the removal of accumulated suspended solids. The backwash collection system shall be located immediately above the top of the filter media and provide for simultaneous air and water backwashing in a manner that results in clean media and minimal mud ball formation and surface cracking. Additionally, the simultaneous air and water backwash system must be designed so filter media is not lost during the backwash cycle to the extent continued media replacement will be required. Media loss during backwash is not acceptable.
- B. The filter system shall be capable of cleaning the filter media so no more than 3 milligrams of foreign or contaminating solids per gram of filter media are observed during an abrasion test run on a core sample of filter media taken immediately following

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backwashing. Additionally, the Seller shall guarantee the filter media loss will not exceed a rate of 2 inches per year for any period when equipment is operated according to Seller's written instructions.

2.7 Piping and Fittings

- A. The pressure vessel face piping shall be equipped with necessary flanges and connections for the main piping system. Face piping shall be arranged to carry out the following operations.
1. Filtering
 2. Simultaneous Air/Water Backwashing
 - a. Horizontal Vessels. Backwash water shall be provided by other in-service cells from the same vessel and completely independent from the status or operation of any other horizontal vessel.
 - b. Vertical Vessels. Backwash water shall be provided by other in-service vessels. The system shall be capable of providing the required backwash flow rate with at least one vessel out of service.
 3. Filter to waste
 4. The operating system shall be capable of initiating, monitoring, and completing each step above automatically with electrically actuated valves. No manual operation shall be needed to complete such cycles under normal operating conditions.
- B. Face Piping
1. Raw, finished, and backwash water face piping shall be liquid epoxy or fusion bonded epoxy-lined AWWA C200 steel pipe or AWWA C150/C151 ductile iron pipe with slip on type welded flanges of ANSI construction and bolt pattern coupled with AWWA C110 or C153 ductile iron fittings.
 2. Air distribution face piping shall be AWWA C200 steel pipe or AWWA C150/C151 ductile iron pipe with slip on type welded flanges of ANSI construction and bolt pattern coupled with AWWA C110 or C153 ductile iron fittings, or Type 304L or 316 stainless steel with welded stainless steel fittings of like-type to the stainless steel piping used.

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3. All connections to the Equipment Package shall be located to allow ease of installation by the Contractor with above-grade connections.

2.8 Valves

A. Butterfly Valves

1. On/off electric actuated valves shall be provided to complete all operations specified in this Technical Specification. Modulating valves necessary for flow control will be provided by others.
2. Valves shall be lug-style with ductile iron body; stainless steel disc and stem; Nitrile synthetic rubber seated; bidirectional bubble-tight shutoff to 150 psi; self-lubricating sleeve type bushing, valve body to fit between ASME B16.1 Class 125/150 flanges, Bray Series 31, or approved equal.
3. Electric actuators shall be suitable for use on a nominal 480-volt, 3-phase, 60-hertz power supply and are to incorporate motor, integral reversing starter, local control facilities, and terminals for remote control and indication connections housed within a self-contained, sealed enclosure. Opening and closing speed control, and position indicators shall be provided for each valve. All electric actuators shall be from the same manufacturer.
4. Electric actuator devices for butterfly valves shall be compact and low-profile with easy access for field wiring and adjustment and be equipped with a manual override handwheel to rotate the valve without electrical power and travel limit switches with SPDT function to limit the actuator travel in both the open and closed direction.

B. Air/Vacuum Combination Release Valves

1. Each filter cell shall have an air/vacuum combination release valve installed at the midpoint of each cell at the top of the vessel. Air/vacuum valves shall be sized adequately to provide service to all sequences of operations, having an orifice size sufficient to relieve air on filling or draining a cell, and during backwash cycles.
2. Air/vacuum valves shall meet the requirements of AWWA C512. All air/vacuum valves shall be provided with appropriate isolation valves.

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2.9 Air Scour Blowers

- A. Air for the air scour shall be provided by regenerative blowers designed to deliver adequate air for air scour wash per sq. ft. of filter area per cell at the required pressure to achieve effective scour. Two blowers shall be provided in a duty/standby configuration. The regenerative blowers shall be FPZ Inc., Republic, MS Series, or approved equal.
- B. Blower accessories shall consist of the Seller's standard intake air filter, intake silencer, discharge silencer, pressure relief valve, check valve, outlet flexible connections, and pressure gauge for the blower model being supplied.
- C. The blowers shall be shop-mounted on a base together with an open, drip proof, 460-volt, 3-phase, and 60-hertz motor.

2.10 Miscellaneous Components

A. Loss of Head Assemblies

Each vessel shall be provided with a Loss of Head (LOH) assembly consisting of pressure transducers and pressure gauges mounted on an aluminum nameplate mounting bracket and installed across the inlet and outlet header piping. The LOH transmitter shall have an accuracy of at least 0.1 percent and initiate backwash when a specified headloss is reached. LOH transmitters shall include a local display with touch control, a 4-20 mA analog output, and a HART output. All LOH assemblies and their components shall be of the same type across the entire Project and shall be provided by the same Seller.

B. Sampling Taps

- 1. Each filter shall have sample taps in the following locations at a minimum.
 - a. One sampling tap located on the raw water inlet manifold.
 - b. One sampling tap located on the finished water outlet manifold.
- 2. Each filter cell shall have sampling taps with media retention screens located in the following locations.
 - a. One tap within the media layer.
 - b. One tap located above the top of the uppermost media layer.

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- c. If a dual media filter is proposed, a third sampling tap shall be located at the interface between the two media.
- 3. Sampling taps shall be a spout type made of brass or stainless steel with stop cock type valves.

2.11 Automatic Filter Controls

- A. Control equipment, other than the automatic filter controls described below, shall be supplied by others. The automatic filter control system shall be based on the usage of an Allen Bradley control system for Buyer's system-wide compatibility. Flow distribution and flow control will be provided by others.
- B. Provide a PLC-based automatic filter control panel including hardware, components, timers, OIT, enclosure, relays, switches, alarms, I/O, and other items necessary for a complete operational system.
- C. Hardware
 - 1. PLC. The automatic control panel shall be PLC-based with 10 percent spare I/O capacity including digital and analog I/O, and a minimum of 10 percent spare PLC memory.
 - 2. Network. An unmanaged ethernet switch will be provided with a minimum of four 100BaseTX ports; managed switches to be provided as necessary. The SCADA contractor will be responsible for communications hardware, protocol convertors, and driver to interface with the filter PLC using the Ethernet/IP protocol.
 - 3. Components. If needed, HOA switches, lights, push buttons and indicators shall be Type 4 rated, Allen-Bradley or equal.
 - 4. OIT. The OIT shall be panel-mounted and shall indicate the following via a series of a minimum of ten custom designed screens:
 - a. System Overview Screen (flow, levels, turbidities, etc.)
 - b. Individual Filter Screen (to include manual valve control)
 - c. Common Equipment Screen (to include blower and pumps HOA controls)

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- d. Backwash Timer Setpoint Screen (to include sequence timer setpoints and current time indicators)
 - e. Headloss Setpoints Screen
 - f. Headloss BW Window Screen
 - g. Backwash Schedule Screen
 - h. Totalizers Screen
 - i. Alarms Active Screen
 - j. Alarm History Screen
 - k. Alarm Setpoint Screen
 - l. Analog Setup/Trending Screens for each device
 - m. Event log screen indicating start, end, backwash time, date, how backwash was initiated, and successful sequence completion event indicator
 - n. Status of exterior signals (backwash holding tank level (permissive, clearwell level, etc.)
 - o. Individual filter status (service, backwash, alarm, etc.)
 - p. Graphics to indicate valve status during each backwash step
 - q. Other functions as required for a complete operating system
5. Include one 15-minute uninterruptible power supply (UPS), UL rated, furnished to automatically trickle charge. Include adequately sized sealed, maintenance-free lead acid battery to ensure PLC and OIT function and indication for an uninterrupted power outage of 15 minutes duration. UPS condition shall be regularly monitored with on-board self-testing, with results reported to the control system interface for email and SMS notifications.
6. Include breakers necessary to power the electrically actuated filter function valves as specified herein. Wiring between the panel and the individual valve actuators will be by the installing Contractor. Breakers shall be prior to the UPS; the UPS will not include power to filter function valves.

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7. Enclosure. UL-listed NEMA Type 4 rated enclosure, suitable for either pedestal or wall mounting, containing space for separate back panel mounting of PLC, power supply, I/O racks, wiring terminal blocks properly labeled and numbered, circuit breakers, switches, etc., all as required for a complete operating system. The enclosure shall be UL listed and bear the 508 UL stamp prior to shipment.
 8. Timers. Countdown timers shall be part of the OIT to indicate the following:
 - a. Draindown
 - b. Simultaneous Air/Water Backwash
 - c. Refill/Air Purge
 - d. Filter to Waste
- D. Automatic filter control system equipment shall be capable of providing the following operations and functions.
1. General. During automatic operation, the PLC controls the filter functions and communicates filter status to the OIT and remote SCADA system as required.
 2. Filtering. During filter cycles, the control equipment shall continuously monitor and log filter pressure differential. The system shall automatically initiate a backwash sequence when a specified headloss is reached.
 3. Simultaneous Air Scour/Water Backwash. Each filter or internal cell shall automatically proceed in sequence through a backwash cycle initiated by an elapsed time, user specified loss of head differential, or by manual push button. The air/water backwash cycle shall be followed by a filter to waste cycle. Both cycles shall have independent operator settable durations.
 4. Manual Overrides. Each filter's operational and control valves shall be provided with manual overrides to allow the valves to be positioned manually.
 5. Removal of Filter from Service. The operations and functions above shall be possible with removal/isolation of any filter from service. When a filter is removed from service, the other filter shall be able to continue to operate.
 6. Power Failure. If power to the PLC is lost, the UPS engages and continues automatic operation of the filter control panel (all monitoring and indication) for a minimum of 15 minutes.

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7. Alarms. If required, indicate the following alarms on the alarm OIT screen: backwash required, backwash abort, high clearwell water level, high NTU, high wash water waste holding, backwash hold, and other alarm conditions affecting filter operation.
 8. Remote Access Capability. The system control panel shall contain capability for remote screen mirroring, through ethernet, of the system control panel PLC and OIT to monitor and operate the system, using customer-supplied internet access/VPN.
 9. Supply wireless capable tablet with VNC viewer for remote access via VPN.
 10. Allow access to the controls through native control software or a gateway to a central control computer or HMI provided by the Project control system integrator. Provide access to control variables to allow development of custom HMI control screens. Allow modification of PLC and OIT programming and OIT screens. Communication shall be via ethernet or Modbus.
- E. Control Components
1. Contacts shall be provided to operate the simultaneous air and water backwash in the proper sequence with the control system. The duration of the backwash cycle shall be adjustable from 0 to 30 minutes. One panel shall service all units. The backwash rate control will be provided by others. A Hand-Off-Auto selector switch shall be included on the front of the panel to operate the backwash cycle when using the "Manual" control mode.
 2. OIT lights shall indicate both the service and backwash positions of each unit. There shall also be included on the panel "On-Off" lights for the air wash blower.
 3. Interlocks and safeties:
 - a. In the event of a power failure, the units shall remain in the service position. If the failure occurs during the backwash cycle, the valves shall return to the service position. On restoration of power, the unit shall return to the beginning of the cycle and continue to completion.
 - b. Each unit shall be interlocked to ensure that only one unit can backwash at a time.

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SECTION 2
WATER TREATMENT EQUIPMENT PACKAGE

PART 3 - EXECUTION

3.1 Design Services

Upon award of the Procurement Contract, the Seller shall work with the Engineer to provide design services for 30 percent and final design of the Water System Improvements project as follows:

- A. Provide detailed equipment drawings to scale in both .pdf and .dwg formats.
- B. Integration of Seller's controls and instrumentation with Buyer's master control system.
- C. Review Buyer's Water System Improvements project draft and final contract drawings and specifications to verify proper coordination of Seller's and Buyer's related equipment, piping, electrical, and controls operations.
- D. General coordination of schedules, delivery, startup, and operator training.

3.2 Installation

- A. Delivery and Storage
 - 1. Delivery of the Equipment Package shall be to Lakeview, Oregon, to the Project Site shown on Exhibit 2A.
 - 2. Seller shall comply with the pertinent provisions of the delivery schedule.
 - 3. Seller shall match-mark all sections for ease of field installation. Equipment shall be packaged to prevent damage to equipment during handling, transportation, and storage.
 - 4. Upon delivery of the equipment to the Project Site, the Contractor shall perform an inventory of the shipment and immediately report any discrepancies between the equipment packing lists and shipping documents to the Seller.
 - 5. The installing contractor will be responsible for off-loading and protection of all equipment against damage and during on-site storage and installation. All media will be stored on pallets in a manner that protects it from UV radiation and weather. If damage to equipment and materials occurs after delivery and during storage and installation, they will be replaced at the installing contractor's expense.

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B. Buyer's Responsibilities

1. The installing contractor will be responsible for the complete installation of the Equipment Package supplied by the Seller. Installation shall be inspected and certified by the Seller.
2. Anchor bolts and other hardware required for the installation shall be provided by the Contractor.
3. Underdrain support concrete fill (for header/lateral type underdrains only) shall be installed by the Contractor per Seller's requirements, as applicable.

3.3 Installation Inspection, Startup, and Operator Training

- A. The Seller shall furnish the services of a factory-trained and authorized field service technician for final inspection and startup of all electrical, mechanical, and treatment equipment furnished by the Seller and to instruct Buyer and the installing contractor's personnel in proper O&M procedures.
- B. The Seller, after the equipment has been properly installed, shall calibrate the equipment with the Buyer's operator and the Engineer present.
- C. Factory Services and Commissioning Schedule:

Equipment Installation Inspection:	One day on site
Media Installation Advisory:	As necessary based on the media selected
Commissioning & Operator Instruction:	Three days on site
Minimum number of trips required:	Five trips

- D. Installation inspection, startup, and operator instruction shall be coordinated with the installing contractor. All equipment will be ready for Seller's field technician to inspect when called to the Project Site by the Engineer.
- E. During system startup, the installing contractor shall test the raw and finished water to confirm pressure filter system performance. The installing contractor shall conduct four sampling events. Each sampling event shall include taking a sample of both the raw and finished water, resulting in a total of eight samples to be analyzed. The sampling events shall be separated by a minimum of three days and generally occur within a two-week period, unless otherwise approved by the Engineer. The samples shall be sent to a certified lab for analysis. The Seller shall make any adjustments required to ensure conformance of the system at no cost to the Buyer.

TECHNICAL SPECIFICATIONS
SECTION 2
WATER TREATMENT EQUIPMENT PACKAGE

- F. The installing contractor, with coordination with the Seller, shall conduct an abrasion test run on a core sample of filter media taken immediately following backwashing to verify backwash performance. No more than 3 milligrams of foreign or contaminating solids shall be contained per gram of filter media.

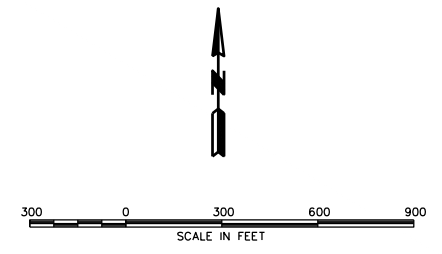
- G. The responsibility of the installing contractor and the Seller with regard to commissioning shall be fulfilled when the equipment is functioning properly, operating personnel have been trained, an O&M Manual is finalized, and the equipment has been accepted by the Buyer.

PART 4 - MEASUREMENT AND PAYMENT

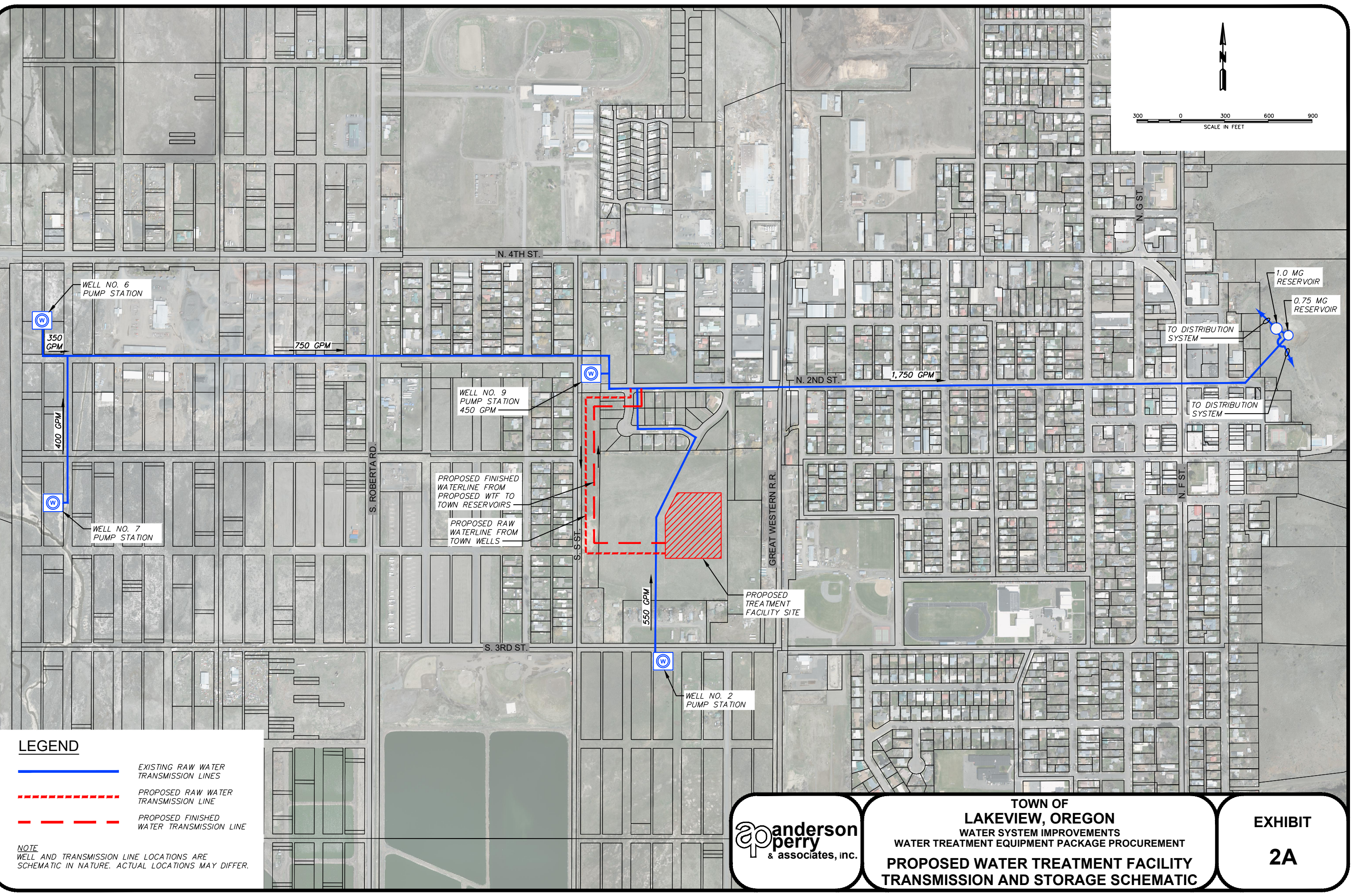
4.1 Basis

See the Procurement Agreement for a description of the basis of measurement and payment for Work performed under this Procurement Contract. Work for the Equipment Package shall include, but not be limited to, design services, equipment package manufacturing and delivery to site, startup, operator training, development of a treatment system O&M Manual, and all other items necessary to complete the Work as specified herein. Payment shall be made at the lump sum price stated in the Proposal Form for "Water Treatment Equipment Package Price."

END OF SECTION



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LEGEND

	EXISTING RAW WATER TRANSMISSION LINES
	PROPOSED RAW WATER TRANSMISSION LINE
	PROPOSED FINISHED WATER TRANSMISSION LINE

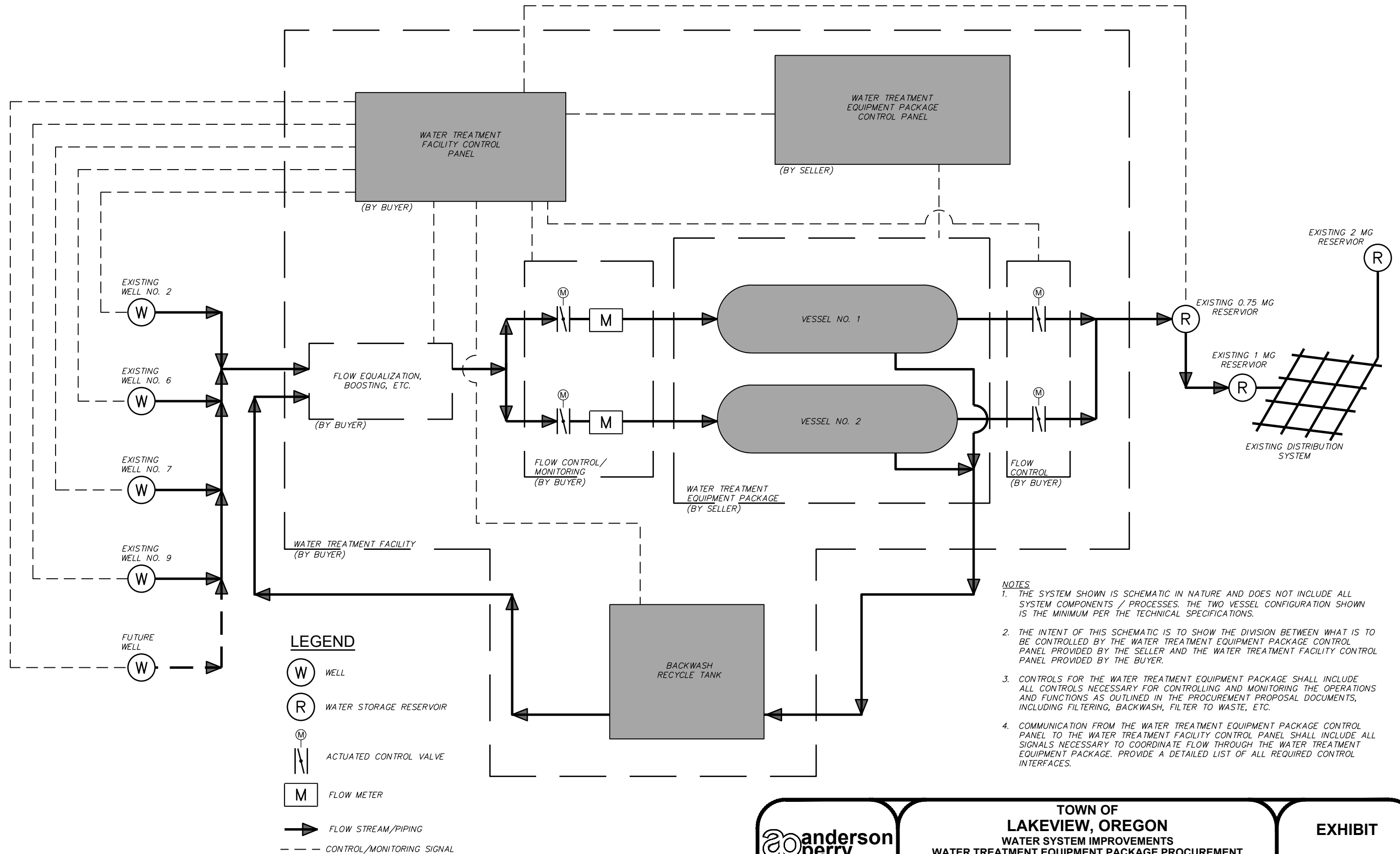
NOTE
WELL AND TRANSMISSION LINE LOCATIONS ARE SCHEMATIC IN NATURE. ACTUAL LOCATIONS MAY DIFFER.



TOWN OF LAKEVIEW, OREGON
 WATER SYSTEM IMPROVEMENTS
 WATER TREATMENT EQUIPMENT PACKAGE PROCUREMENT
PROPOSED WATER TREATMENT FACILITY TRANSMISSION AND STORAGE SCHEMATIC

EXHIBIT 2A

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LEGEND

- (W) WELL
- (R) WATER STORAGE RESERVIOR
- (M) ACTUATED CONTROL VALVE
- (M) FLOW METER
- FLOW STREAM/PIPING
- - - CONTROL/MONITORING SIGNAL

NOTES

1. THE SYSTEM SHOWN IS SCHEMATIC IN NATURE AND DOES NOT INCLUDE ALL SYSTEM COMPONENTS / PROCESSES. THE TWO VESSEL CONFIGURATION SHOWN IS THE MINIMUM PER THE TECHNICAL SPECIFICATIONS.
2. THE INTENT OF THIS SCHEMATIC IS TO SHOW THE DIVISION BETWEEN WHAT IS TO BE CONTROLLED BY THE WATER TREATMENT EQUIPMENT PACKAGE CONTROL PANEL PROVIDED BY THE SELLER AND THE WATER TREATMENT FACILITY CONTROL PANEL PROVIDED BY THE BUYER.
3. CONTROLS FOR THE WATER TREATMENT EQUIPMENT PACKAGE SHALL INCLUDE ALL CONTROLS NECESSARY FOR CONTROLLING AND MONITORING THE OPERATIONS AND FUNCTIONS AS OUTLINED IN THE PROCUREMENT PROPOSAL DOCUMENTS, INCLUDING FILTERING, BACKWASH, FILTER TO WASTE, ETC.
4. COMMUNICATION FROM THE WATER TREATMENT EQUIPMENT PACKAGE CONTROL PANEL TO THE WATER TREATMENT FACILITY CONTROL PANEL SHALL INCLUDE ALL SIGNALS NECESSARY TO COORDINATE FLOW THROUGH THE WATER TREATMENT EQUIPMENT PACKAGE. PROVIDE A DETAILED LIST OF ALL REQUIRED CONTROL INTERFACES.



**TOWN OF
LAKEVIEW, OREGON**
WATER SYSTEM IMPROVEMENTS
WATER TREATMENT EQUIPMENT PACKAGE PROCUREMENT

WATER SYSTEM CONTROL SCHEMATIC

**EXHIBIT
2B**

APPENDIX

Summary of Results of Water Quality Testing and Data Analysis

MEMO

To: Proposers
From: Troy Baker, P.E.
Subject: **Town of Lakeview, Oregon - Summary of Results of Water Quality Testing and Data Analysis**
Date: February 22, 2023
Job/File No. 214-01-042 (w/encl.)

Introduction

The purpose of this memorandum is to provide a summary of the results of the water quality testing and data analysis for the Town of Lakeview, Oregon’s existing water sources proposed to be treated as part of the Water System Improvements (WSI) project. The water quality data summarized were obtained from the reported water quality sampling and testing data provided by an independent laboratory, Edge Analytical. Constituents included in the water quality sampling and testing data are based on the Town of Lakeview’s 2018 Water System Master Plan (WSMP) and the Environmental Protection Agency’s (EPA) primary and secondary drinking water standards, along with other constituents that may affect treatment performance.

Testing and Sampling Method

The reported water quality data were derived from water samples collected from the well water sources and packaged by Hudspeth Land+Water (HLW). The water samples were then sent by HLW to Edge Analytical to test for various water quality constituents. The samples provided to Edge Analytical were grab samples taken from each existing water source currently operating and water sources to be treated at the proposed new water treatment facility (WTF). Grab samples are a single sample collected in an individual container from a specific site to use for testing purposes. They represent an instantaneous sample of water quality constituents found in the associated water source the sample was taken from.

Testing methods performed by Edge Analytical are shown next to each constituent under the method column in the data reports included in the attachments. Testing methods performed by laboratories for drinking water samples use EPA-approved methods. The definition of each EPA-approved testing method is described on Table 1.

TABLE 1
TESTING METHODS AND METHOD DESCRIPTIONS

Testing Method	Method Description
EPA Method 100.2	Determines the presence and quantifies the number of asbestos structures longer than 10 micrometers in drinking water samples.

Testing Method	Method Description
EPA Method 200.8	Determines 21 elements shown as dissolved elements in drinking water samples, with organometallic compounds determined as total metals.
Method OIA-1677-DW	Determines the available cyanide in drinking water.
EPA Method 300.0	Determines common inorganic anions in drinking water, and a secondary part determines bromate, chlorate, and chlorite in drinking water.
EPA Method 200.7	Determines 31 analytes in the dissolved fraction of aqueous samples and total recoverable analytes in water.
EPA Method 180.1	Determines the nephelometric turbidity units (NTUs) in drinking water.
EPA Method 900.0	Determines the measurement of gross alpha and beta particle activities in drinking water utilizing a screening technique.
EPA Method 903.1	Determines the measurement of radium-226 in drinking water.
EPA Method 904.0	Determines the beta activity from actinium-228 produced by decaying radium-228; can be related to the radium-228 present in the sample.
EPA Method 245.1	Determines the mercury in drinking water.
EPA Method 548.1	Determines the endoathal in drinking water.
EPA Method 549.2	Determines the diquat and paraquat in drinking water.
EPA Method 524.2	Determines the purgeable volatile organic compounds and some disinfection byproducts in drinking water.
SM 2540 C	Determines total dissolved solids (TDS) dried at 180°C from drinking water.
SM 2320 B	Determines the alkalinity in water from the hydroxyl ions present in a sample as a result of dissociation or from hydrolysis of solutes caused by the addition of standard acid. Alkalinity highly depends on the end-point pH used.
SM 4500-NO3 F	Determines the nitrate by automated cadmium reduction.
SM 2120 B	Determines color in drinking water by spectrophotometry.
SM 5310 B	Determines total organic carbon in water by high temperature catalytic oxidation with non-dispersive infrared detection.
SM 4500-P F	Determines total phosphorous by automated ascorbic acid reduction.
SM 2150	Determines the threshold odor by diluting a sample with odor-free water until the least definitely perceptible odor is achieved.
EPA Method 350.1	Determines the ammonia nitrogen by semi-automated colorimetry.

SM = Standard methods, which are methods jointly produced by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

The constituents summarized on Table 2 were collectively combined from each water source to be treated during three independent grab sample events and tested by Edge Analytical. Edge Analytical provided testing for Wells No. 2, 6, 7, and 9. Testing results were provided by Edge Analytical on February 2, 2022, May 27, 2022, and September 28, 2022, for the first, second, and third sets of sampling events, respectively.

Water Quality Data

The following water quality data on Table 2 provide a summary of testing results associated with samples obtained from the Town's existing water sources proposed to be treated in the new WTF and tested by Edge Analytical. The regulatory EPA limits for constituents are also provided on Table 2 for reference. Constituents included on the summarized table are a combination of primary and secondary drinking water standards established by the EPA along with constituents that can directly impact the

effectiveness of potential treatment technologies. The summarized table encompasses the constituents of interest outlined in the WSMP.

**TABLE 2
 WATER QUALITY DATA**

Primary EPA Constituents	Well No. 2	Well No. 6	Well No. 7	Well No. 9	EPA Limits
Arsenic, Total (mg/L)	0.0025	0.0099	0.0076	0.0014	0.0100
Copper (mg/L)	0.0076	0.0052	0.0247	0.0246	1.3000
Lead (mg/L)	0.0008	0.0007	0.0010	0.0049	0.0150
Mercury (mg/L)	ND	ND	ND	ND	0.002
Nitrate as Nitrogen (mg/L)	0.01	ND	0.02	ND	10
Total Coliform (CFU) (percent)	ND	ND	ND	ND	5.0 ¹
Turbidity (NTU)	3.4	1.2	0.7	6.7	1
Uranium (mg/L)	ND	0.0001	0.0001	0.0001	0.030
Secondary EPA Constituents					
Alkalinity (mg CaCO ₃ /L)	225.0	114.0	109.0	161.0	
Aluminum (mg/L)	0.06	0.02	0.06	0.04	0.050 to 0.200
Ammonia-N (mg/L)	0.096	0.360	0.250	0.130	
Calcium (mg/L)	39.3	24.8	10.3	1.8	
Color (Color Units)	10.0	20.0	16.0	25.0	15.0
Hardness (mg/L)	158.0	102.0	39.7	5.6	
Iron (mg/L)	0.75	0.28	0.42	0.14	0.300
Manganese (mg/L)	2.030	1.460	0.796	0.043	0.0500
Nickel (mg/L)	0.0010	0.0019	0.0005	0.0026	
Odor (ton)	ND	1.06	ND	2.60	3.00
pH (pH Units)	7.77	7.90	8.22	8.24	6.50 to 8.50
Phosphorous, Total (mg/L)	0.322	0.600	0.481	0.484	
Silica (mg/L)	57.4	63.6	64.5	84.7	
Sodium (mg/L)	47.3	128.0	101.0	81.8	20.0
Sulfate (mg/L)	15.0	85.0	74.4	0.3	250.0
TDS (mg/L)	313.0	446.0	330.0	268.0	500.0
Total Inorganic Carbon (mg/L)	51.82	25.77	23.52	34.41	
Total Organic Carbon (mg/L)	0.99	1.26	0.87	1.60	
Zinc (mg/L)	0.0171	ND	0.0069	0.0036	5

A blank EPA limit cell indicates a level is not currently established; however, the constituent is important in identifying appropriate treatment technologies. EPA limits for arsenic are only specified for total arsenic.

¹ *No more than 5.0 percent of samples collected in a month may be total coliform positive. For water systems that collect fewer than 40 routine samples per month, no more than one sample can be total coliform positive per month.*

CFU = colony-forming units

mg CaCO₃/L = milligrams per liter as calcium carbonate

mg/L = milligrams per liter

N/A = not applicable

ND = not detected

NTU = nephelometric turbidity units

Conclusion

As shown on Table 2, the Town of Lakeview has water quality issues that need to be addressed to provide aesthetically pleasing water for residents and continue to stay within enforced EPA limits. High levels of aluminum, iron, manganese, and TDS all are EPA secondary standards identified as contaminants that may account for colored water and taste issues. Other constituents, such as pH, silica, or sulfate, may affect the effectiveness and/or efficiency of water treatment technologies. It is important to note that the water quality data analyzed were from a small sample set of water quality data; therefore, the higher constituent value between the three testing results was used. This helps allow for a conservative estimate for developing treatment system equipment proposals. For additional sampled and tested constituents, refer to Attachment A for the Edge Analytical report from February 2, 2022, Attachment B for the Edge Analytical report from May 27, 2022, and Attachment C for the Edge Analytical report from September 28, 2022.

Enclosures

- Attachment A - Edge Analytical Testing Report - February 2, 2022
- Attachment B - Edge Analytical Testing Report - May 27, 2022
- Attachment C - Edge Analytical Testing Report - September 28, 2022

TB/jg

ATTACHMENT A
EDGE ANALYTICAL TESTING REPORT -
FEBRUARY 2, 2022



Burlington, WA *Corporate Laboratory (a)*
1620 S Walnut St - Burlington, WA 98233 - 800.755.9295 • 360.757.1400

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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **North Well**
County:

Sample Number:
Lab Number: **21_90387**
Collect Date: **12/9/21 10:15**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/17/21	Analyzed by EMSL
1074	ANTIMONY	ND	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	0.0306	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0050	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	ND	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	4.64	mg/L	0.10	4	crc	4072 a	300.0	12/15/21	
1030	LEAD	0.00026 J	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0002	0.002	tjb	4072 a	245.1	12/22/21	
1036	NICKEL	0.0003 J	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/15/21	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/15/21	
1038	TOTAL NITRATE+NITRITE as N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/15/21	
1045	SELENIUM	ND	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	192	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	8.4	NTU	0.10	1	crc	4072 a	180.1	12/14/21 16:05	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	ND	pCi/L	3	15	rjs		900.0	01/26/22	Analyzed by Pace PA200002-010

NOTES:

ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

* Lab Code - lists the laboratory accreditation code plus a letter at the far right to indicate the Edge Analytical lab facility where the analyses was performed.

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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **North Well**
County:

Sample Number:
Lab Number: **21_90387**
Collect Date: **12/9/21 10:15**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
4100	GROSS BETA	7.29	pCi/L	4	50	rjs		900.0	01/26/22	Analyzed by Pace PA200002-010
	Radiological									
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk!	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 2**
County:

Sample Number:
Lab Number: **21_90388**
Collect Date: **12/9/21 12:45**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/20/21	Analyzed by EMSL
1074	ANTIMONY	ND	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	0.0025	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0144	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	ND	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	0.21	mg/L	0.10	4	crc	4072 a	300.0	12/14/21	
1030	LEAD	0.0008 J	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/14/21	
1036	NICKEL	0.0010	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 23:53	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/14/21 23:53	
1038	TOTAL NITRATE+NITRITE as N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 23:53	
1045	SELENIUM	ND	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	42.1	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	3.6	NTU	0.10	1	crc	4072 a	180.1	12/14/21 16:07	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	ND	pCi/L	3	15	rjs	156	900.0	01/17/22	Analyzed by Pace
4100	GROSS BETA	ND	pCi/L	4	50	rjs	156	900.0	01/17/22	Analyzed by Pace
	Radiological									

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Hudspeth Land and Water
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: 21-46821
Project: Well Sampling

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: Investigative or Other
Sample Location: Well 2
County:

Sample Number:
Lab Number: 21_90388
Collect Date: 12/9/21 12:45
Date Received: 12/10/21
Report Date: 2/2/22
Sampled By: AH, EW
Sampler Phone:
Approved by: anp,bj,mcs,tjb
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk1	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 6**
County:

Sample Number:
Lab Number: **21_90389**
Collect Date: **12/9/21 11:05**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/20/21	Analyzed by EMSL
1074	ANTIMONY	ND	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	0.00997	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0139	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	ND	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	1.03	mg/L	0.10	4	crc	4072 a	300.0	12/14/21	
1030	LEAD	0.0007 J	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0002	0.002	tjb	4072 a	245.1	12/22/21	
1036	NICKEL	0.0019	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 23:09	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/14/21 23:09	
1038	TOTAL NITRATE+NITRITE as N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 23:09	
1045	SELENIUM	0.0008 J	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	128	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	1.2	NTU	0.10	1	crc	4072 a	180.1	12/14/21 16:12	
4006	Radiological URANIUM	0.0001 J	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	ND	pCi/L	3	15	rjs	156	900.0	01/17/22	Analyzed by Pace
4100	GROSS BETA	ND	pCi/L	4	50	rjs	156	900.0	01/17/22	Analyzed by Pace
	Radiological									

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Hudspeth Land and Water
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: 21-46821
Project: Well Sampling

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: Investigative or Other
Sample Location: Well 6
County:

Sample Number:
Lab Number: 21_90389
Collect Date: 12/9/21 11:05
Date Received: 12/10/21
Report Date: 2/2/22
Sampled By: AH, EW
Sampler Phone:
Approved by: anp,bj,mcs,tjb
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk1	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:

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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Hudspeth Land and Water
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: 21-46821
Project: Well Sampling

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: Investigative or Other
Sample Location: Well 7
County:

Sample Number:
Lab Number: 21_90390
Collect Date: 12/9/21 11:45
Date Received: 12/10/21
Report Date: 2/2/22
Sampled By: AH, EW
Sampler Phone:
Approved by: anp,bj,mcs,tjb
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/20/21	Analyzed by EMSL
1074	ANTIMONY	0.0018	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	0.0076	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0084	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	ND	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	0.83	mg/L	0.10	4	crc	4072 a	300.0	12/14/21	
1030	LEAD	0.00098 J	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0002	0.002	tjb	4072 a	245.1	12/22/21	
1036	NICKEL	0.0005 J	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 23:31	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/14/21 23:31	
1038	TOTAL NITRATE+NITRITE as N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 23:31	
1045	SELENIUM	0.0006 J	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	86.7	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	0.0002	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	0.48	NTU	0.10	1	crc	4072 a	180.1	12/14/21 16:17	
4006	Radiological URANIUM	0.00008 J	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	ND	pCi/L	3	15	rjs	156	900.0	01/17/22	Analyzed by Pace
4100	GROSS BETA	ND	pCi/L	4	50	rjs	156	900.0	01/17/22	Analyzed by Pace
	Radiological									

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
 * Lab Code - lists the laboratory accreditation code plus a letter at the far right to indicate the Edge Analytical lab facility where the analyses was performed.

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Bellingham, WA *Microbiology (b)*
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Portland, OR *Microbiology/Chemistry (c)*
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Corvallis, OR *Microbiology/Chemistry (d)*
1100 NE Circle Blvd, Ste 130 - Corvallis, OR 97330 - 541.753.4946

Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 7**
County:

Sample Number:
Lab Number: **21_90390**
Collect Date: **12/9/21 11:45**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk1	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 8**
County:

Sample Number:
Lab Number: **21_90391**
Collect Date: **12/9/21 12:10**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/20/21	Analyzed by EMSL
1074	ANTIMONY	0.0011	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	0.0036	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0129	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	0.0002 J	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	0.92	mg/L	0.10	4	crc	4072 a	300.0	12/14/21	
1030	LEAD	0.0202	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0002	0.002	tjb	4072 a	245.1	12/22/21	
1036	NICKEL	0.0116	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 22:47	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/14/21 22:47	
1038	TOTAL NITRATE+NITRITE as N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 22:47	
1045	SELENIUM	ND	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	69.1	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	0.0003	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	16	NTU	1	1	crc	4072 a	180.1	12/14/21 16:25	
4006	Radiological URANIUM	0.0004 J	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	11.2	pCi/L	3	15	rjs	156	900.0	01/17/22	Analyzed by Pace
4100	GROSS BETA	7.12	pCi/L	4	50	rjs	156	900.0	01/17/22	Analyzed by Pace
	Radiological									

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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Bend, OR Microbiology (e)
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Hudspeth Land and Water
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: 21-46821
Project: Well Sampling

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: Investigative or Other
Sample Location: Well 8
County:

Sample Number:
Lab Number: 21_90391
Collect Date: 12/9/21 12:10
Date Received: 12/10/21
Report Date: 2/2/22
Sampled By: AH, EW
Sampler Phone:
Approved by: anp,bj,mcs,tjb
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk1	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 9**
County:

Sample Number:
Lab Number: **21_90392**
Collect Date: **12/9/21 14:00**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/21/21	Analyzed by EMSL
1074	ANTIMONY	0.00028 J	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	0.0014	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0053	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	ND	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	0.72	mg/L	0.10	4	crc	4072 a	300.0	12/14/21	
1030	LEAD	0.0049	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0002	0.002	tjb	4072 a	245.1	12/22/21	
1036	NICKEL	0.0026	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 22:25	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/14/21 22:25	
1038	TOTAL NITRATE+NITRITE as N	ND H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 22:25	
1045	SELENIUM	ND	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	68.7	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	2.2	NTU	0.10	1	crc	4072 a	180.1	12/14/21 16:28	
	Radiological									
4006	URANIUM	0.0001 J	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	ND	pCi/L	3	15	rjs	156	900.0	01/17/22	Analyzed by Pace
4100	GROSS BETA	ND	pCi/L	4	50	rjs	156	900.0	01/17/22	Analyzed by Pace
	Radiological									

NOTES:

ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 9**
County:

Sample Number:
Lab Number: **21_90392**
Collect Date: **12/9/21 14:00**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk1	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:
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 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Spring Line**
County:

Sample Number:
Lab Number: **21_90393**
Collect Date: **12/9/21 14:40**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
1094	ASBESTOS	ND	MFL>10um	0.098	7	sb	186	100.2	12/21/21	Analyzed by EMSL
1074	ANTIMONY	ND	mg/L	0.001	0.006	bj	4072 a	200.8	12/30/21	
1005	ARSENIC	ND	mg/L	0.001	0.010	bj	4072 a	200.8	12/30/21	
1010	BARIUM	0.0047	mg/L	0.001	2	bj	4072 a	200.8	12/30/21	
1075	BERYLLIUM	ND	mg/L	0.0003	0.004	bj	4072 a	200.8	12/30/21	
1015	CADMIUM	ND	mg/L	0.001	0.005	bj	4072 a	200.8	12/30/21	
1020	CHROMIUM	ND	mg/L	0.001	0.1	bj	4072 a	200.8	12/30/21	
1024	CYANIDE, AVAILABLE	ND	mg/L	0.010	0.2	crc	4072 a	OIA-1677-DW	12/15/21	
1025	FLUORIDE	ND	mg/L	0.10	4	crc	4072 a	300.0	12/14/21	
1030	LEAD	0.0001 J	mg/L	0.001	0.015	bj	4072 a	200.8	12/30/21	
1035	MERCURY	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/14/21	
1036	NICKEL	0.0002 J	mg/L	0.001		bj	4072 a	200.8	12/30/21	
1040	NITRATE-N	0.21 H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 21:19	
1041	NITRITE-N	ND H1	mg/L	0.10	1	crc	4072 a	300.0	12/14/21 21:19	
1038	TOTAL NITRATE+NITRITE as N	0.21 H1	mg/L	0.10	10	crc	4072 a	300.0	12/14/21 21:19	
1045	SELENIUM	ND	mg/L	0.002	0.05	bj	4072 a	200.8	12/30/21	
1052	SODIUM	4.2	mg/L	0.5	200	bj	4072 a	200.7	12/17/21	
1085	THALLIUM	ND	mg/L	0.0001	0.002	bj	4072 a	200.8	12/30/21	
0100	TURBIDITY	0.41	NTU	0.10	1	crc	4072 a	180.1	12/14/21 16:01	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	bj	4072 a	200.8	12/30/21	
4000	GROSS ALPHA	ND	pCi/L	3	15	rjs	156	900.0	01/17/22	Analyzed by Pace
4100	GROSS BETA	ND	pCi/L	4	50	rjs	156	900.0	01/17/22	Analyzed by Pace
	Radiological									

NOTES:
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **21-46821**
Project: **Well Sampling**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Spring Line**
County:

Sample Number:
Lab Number: **21_90393**
Collect Date: **12/9/21 14:40**
Date Received: **12/10/21**
Report Date: **2/2/22**
Sampled By: **AH, EW**
Sampler Phone:
Approved by: **anp,bj,mcs,tjb**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	Radium 226	ND	pCi/L	1		mk1	156	903.1	01/24/22	Analyzed by Pace
	Radium 228	ND	pCi/L	1	5	val		904.0	01/20/22	Analyzed by Pace
	Radium 226,228 (combined)	ND	pCi/L	1	5	mk1	156	903.1/904.0	01/24/22	Analyzed by Pace

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
 * Lab Code - lists the laboratory accreditation code plus a letter at the far right to indicate the Edge Analytical lab facility where the analyses was performed.

If you have any questions concerning this report contact us at the above phone number.

ATTACHMENT B
EDGE ANALYTICAL TESTING REPORT -
MAY 27, 2022



Burlington, WA Corporate Laboratory (a)
1620 S Walnut St - Burlington, WA 98233 - 800.755.9295 • 360.757.1400

Bellingham, WA Microbiology (b)
805 Orchard Dr Ste 4 - Bellingham, WA 98225 - 360.715.1212

Portland, OR Microbiology/Chemistry (c)
9725 SW Commerce Cr Ste A2 - Wilsonville, OR 97070 - 503.682.7802

Corvallis, OR Microbiology/Chemistry (d)
1100 NE Circle Blvd, Ste 130 - Corvallis, OR 97330 - 541.753.4946

Bend, OR Microbiology (e)
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

Draft 5.27.22 MRA

Data Report

Client Name: Hudspeth Land and Water
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-15633**
Project: Drinking Water

Report Date: 5/27/22

Date Received: 5/10/22

Approved by: anp,bj,crc,jnr,ljh,mra,pap,rlv,tjb

Authorized by:

Michelle R England
Lab Manager, Bend

Sample Description: Drinking Water North Well		Matrix W		Sample Date: 5/9/22 10:24 am								
Lab Number: 29937		Sample Comment:		Collected By: Amber								
CAS ID#	Parameter	Result	PQL	MDL	Units	DF	Method	Lab	Analyzed	Analyst	Batch	Comment
E-10617	TURBIDITY	1.9 H3	0.10		NTU	1.0	180.1	c	5/12/22	RLV	cturb_220512	
7429-90-5	ALUMINUM	ND	0.010	0.004	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-89-6	IRON	0.11	0.05	0.001	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-96-5	MANGANESE	0.0157	0.001	0.0002	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7440-50-8	COPPER	ND	0.002	0.00027	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-22-4	SILVER	ND	0.01	0.00013	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-66-6	ZINC	ND	0.0025	0.0001	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
16887-00-6	CHLORIDE	106	0.1	0.07	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
16984-48-8	FLUORIDE	4.92	0.1	0.037	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
14808-79-8	SULFATE	239	0.2	0.025	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
E-10162	TOTAL SUSPENDED SOLIDS	ND NN	2		mg/L	1.0	I-3765-85	c	5/13/22	PAP	ctss_220513	
NA	CORROSIVITY	-1.08			SI	1.0	SM203	a	5/27/22	BJ	COR_220527	
E-11712	COLOR	ND H3	5		Color Units	1.0	SM2120 B	c	5/11/22	PAP	ccolor_220511	pH: 4.5
E-11734	ODOR	ND			TON	1.0	SM2150	a	5/13/22	CRC	ODOR_220513	Temp(C) : 40.7
E-14506	ALKALINITY	58.8	2		mg CaCO3/L	2.0	SM2320 B	a	5/16/22	ADL	ALK_220516	
E-10139	HYDROGEN ION (pH)	8.24 H5			pH Units	1.0	SM4500-H+ B		5/10/22	KRH	EpH_220510	Temp (C) : 14.3
14265-44-2	ORTHO-PHOSPHATE	0.04 H3	0.01	0.0073	mg/L	1.0	SM4500-P F	c	5/11/22	JNR	cpo4_220511	
7723-14-0	TOTAL PHOSPHORUS	0.039	0.010	0.0021	mg/L	1.0	SM4500-P F/SM4500-P B(5)	a	5/20/22	TJB	TPHOS_220520	
18496-25-8	SULFIDE AS HYDROGEN SULFIDE	ND	0.05	0.044	mg/L	1.0	SM4500-S2 F	a	5/11/22	TJB	h2s_220511a	
	TOTAL INORGANIC CARBON	10.31	0.5		mg/L	1.0	SM5310 B	a	5/12/22	BJ	TIC_220512A	
E-10195	TOTAL ORGANIC CARBON	0.20	0.15	0.045	mg/L	1.0	SM5310 B	a	5/14/22	BJ	TOC_220513A	

Notes:

ND = Not detected above the listed practical quantitation limit (PQL) or not above the Method Detection Limit (MDL), if requested.
PQL = Practical Quantitation Limit is the lowest level that can be achieved within specified limits of precision and accuracy during routine laboratory operating conditions.
D.F. - Dilution Factor

If you have any questions concerning this report contact us at the above phone number.

Data Report

Sample Description: Drinking Water Well 2								Matrix W	Sample Date: 5/9/22 2:05 pm			
Lab Number: 29938		Sample Comment:						Collected By: Amber				
CAS ID#	Parameter	Result	PQL	MDL	Units	DF	Method	Lab	Analyzed	Analyst	Batch	Comment
E-10617	TURBIDITY	3.3 H1	0.10		NTU	1.0	180.1	c	5/12/22	RLV	cturb_220512	
7429-90-5	ALUMINUM	0.03	0.010	0.004	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-89-6	IRON	0.75	0.05	0.001	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-96-5	MANGANESE	2.03	0.001	0.0002	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7440-50-8	COPPER	0.002	0.002	0.00027	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-22-4	SILVER	ND	0.01	0.00013	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-66-6	ZINC	0.0171	0.0025	0.0001	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
16887-00-6	CHLORIDE	18.2	0.1	0.07	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
14808-79-8	SULFATE	15.0	0.2	0.025	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
E-10162	TOTAL SUSPENDED SOLIDS	4.0 NN	2		mg/L	1.0	I-3765-85	c	5/13/22	PAP	ctss_220513	
NA	CORROSIVITY	-0.39			SI	1.0	SM203	a	5/27/22	BJ	COR_220527	
E-11712	COLOR	10	5		Color Units	1.0	SM2120 B	c	5/11/22	PAP	ccolor_220511	pH: 7.0
E-11734	ODOR	ND	1		TON	1.0	SM2150	a	5/11/22	CRC	ODOR_220511	Temp (C): 40.4
E-14506	ALKALINITY	225	2		mg CaCO3/L	2.0	SM2320 B	a	5/16/22	ADL	ALK_220516	
E-10139	HYDROGEN ION (pH)	7.40 H5			pH Units	1.0	SM4500-H+ B		5/10/22	KRH	EpH_220510	Temp (C) : 13.7
14265-44-2	ORTHO-PHOSPHATE	0.29	0.01	0.0073	mg/L	1.0	SM4500-P F	c	5/11/22	JNR	cpo4_220511	
7723-14-0	TOTAL PHOSPHORUS	0.321	0.010	0.0021	mg/L	1.0	SM4500-P F/SM4500-P B(5)	a	5/20/22	TJB	TPHOS_220520	
18496-25-8	SULFIDE AS HYDROGEN SULFIDE	ND	0.05	0.044	mg/L	1.0	SM4500-S2 F	a	5/11/22	TJB	h2s_220511a	
	TOTAL INORGANIC CARBON	49.34	0.5		mg/L	1.0	SM5310 B	a	5/12/22	BJ	TIC_220512A	
E-10195	TOTAL ORGANIC CARBON	0.99	0.15	0.045	mg/L	1.0	SM5310 B	a	5/14/22	BJ	TOC_220513A	

Notes:

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 D.F. - Dilution Factor

Data Report

Sample Description: Drinking Water Well 6								Matrix W	Sample Date: 5/9/22 12:05 pm			
Lab Number: 29939		Sample Comment:						Collected By: Amber				
CAS ID#	Parameter	Result	PQL	MDL	Units	DF	Method	Lab	Analyzed	Analyst	Batch	Comment
E-10617	TURBIDITY	1.2 H1	0.10		NTU	1.0	180.1	c	5/12/22	RLV	cturb_220512	
7429-90-5	ALUMINUM	0.02	0.010	0.004	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-89-6	IRON	0.12	0.05	0.001	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-96-5	MANGANESE	0.715	0.001	0.0002	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7440-50-8	COPPER	0.0052	0.002	0.00027	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-22-4	SILVER	ND	0.01	0.00013	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-66-6	ZINC	ND	0.0025	0.0001	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
16887-00-6	CHLORIDE	77.0	0.1	0.07	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
14808-79-8	SULFATE	85.0	0.2	0.025	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
E-10162	TOTAL SUSPENDED SOLIDS	ND NN	2		mg/L	1.0	I-3765-85	c	5/13/22	PAP	ctss_220513	
NA	CORROSIVITY	-1.06			SI	1.0	SM203	a	5/27/22	BJ	COR_220527	
E-11712	COLOR	15	5		Color Units	1.0	SM2120 B	c	5/11/22	PAP	ccolor_220511	pH: 4.5
E-11734	ODOR	1.06	1		TON	1.0	SM2150	a	5/11/22	CRC	ODOR_220511	Temp (C): 39.6 sulfur was smelled
E-14506	ALKALINITY	108	2		mg CaCO3/L	2.0	SM2320 B	a	5/16/22	ADL	ALK_220516	
E-10139	HYDROGEN ION (pH)	7.37 H5			pH Units	1.0	SM4500-H+ B		5/10/22	KRH	EpH_220510	Temp (C) : 12.5
14265-44-2	ORTHO-PHOSPHATE	0.47 H1	0.01	0.0073	mg/L	1.0	SM4500-P F	c	5/11/22	JNR	cpo4_220511	
7723-14-0	TOTAL PHOSPHORUS	0.508	0.020	0.0042	mg/L	2.0	SM4500-P F/SM4500-P B(5)	a	5/20/22	TJB	TPHOS_220520	
18496-25-8	SULFIDE AS HYDROGEN SULFIDE	ND	0.05	0.044	mg/L	1.0	SM4500-S2 F	a	5/11/22	TJB	h2s_220511a	
	TOTAL INORGANIC CARBON	22.56	0.5		mg/L	1.0	SM5310 B	a	5/12/22	BJ	TIC_220512A	
E-10195	TOTAL ORGANIC CARBON	1.01	0.15	0.045	mg/L	1.0	SM5310 B	a	5/14/22	BJ	TOC_220513A	

Notes:

ND = Not detected above the listed practical quantitation limit (PQL) or not above the Method Detection Limit (MDL), if requested.
 PQL = Practical Quantitation Limit is the lowest level that can be achieved within specified limits of precision and accuracy during routine laboratory operating conditions.
 D.F. - Dilution Factor

Data Report

Sample Description: Drinking Water Well 7								Matrix W	Sample Date: 5/9/22 11:24 am			
Lab Number: 29940		Sample Comment:						Collected By: Amber				
CAS ID#	Parameter	Result	PQL	MDL	Units	DF	Method	Lab	Analyzed	Analyst	Batch	Comment
E-10617	TURBIDITY	0.7 H1	0.10		NTU	1.0	180.1	c	5/12/22	RLV	cturb_220512	
7429-90-5	ALUMINUM	0.06	0.010	0.004	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-89-6	IRON	0.42	0.05	0.001	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-96-5	MANGANESE	0.796	0.001	0.0002	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7440-50-8	COPPER	0.0247	0.002	0.00027	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-22-4	SILVER	ND	0.01	0.00013	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-66-6	ZINC	0.0069	0.0025	0.0001	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
16887-00-6	CHLORIDE	68.4	0.1	0.07	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
14808-79-8	SULFATE	74.4	0.2	0.025	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
E-10162	TOTAL SUSPENDED SOLIDS	ND NN	2		mg/L	1.0	I-3765-85	c	5/13/22	PAP	ctss_220513	
NA	CORROSIVITY	-0.42			SI	1.0	SM203	a	5/27/22	BJ	COR_220527	
E-11712	COLOR	15	5		Color Units	1.0	SM2120 B	c	5/11/22	PAP	ccolor_220511	pH: 4.5
E-11734	ODOR	ND	1		TON	1.0	SM2150	a	5/11/22	CRC	ODOR_220511	Temp (C): 39.4
E-14506	ALKALINITY	109	1		mg CaCO3/L	1.0	SM2320 B	a	5/16/22	ADL	ALK_220516	
E-10139	HYDROGEN ION (pH)	8.08 H5			pH Units	1.0	SM4500-H+ B		5/10/22	KRH	EpH_220510	Temp (C) : 12.7
14265-44-2	ORTHO-PHOSPHATE	0.43 H1	0.01	0.0073	mg/L	1.0	SM4500-P F	c	5/11/22	JNR	cpo4_220511	
7723-14-0	TOTAL PHOSPHORUS	0.481	0.020	0.0042	mg/L	2.0	SM4500-P F/SM4500-P B(5)	a	5/20/22	TJB	TPHOS_220520	
18496-25-8	SULFIDE AS HYDROGEN SULFIDE	ND	0.05	0.044	mg/L	1.0	SM4500-S2 F	a	5/11/22	TJB	h2s_220511a	
	TOTAL INORGANIC CARBON	22.05	0.5		mg/L	1.0	SM5310 B	a	5/12/22	BJ	TIC_220512A	
E-10195	TOTAL ORGANIC CARBON	0.87	0.15	0.045	mg/L	1.0	SM5310 B	a	5/14/22	BJ	TOC_220513A	

Notes:

ND = Not detected above the listed practical quantitation limit (PQL) or not above the Method Detection Limit (MDL), if requested.
 PQL = Practical Quantitation Limit is the lowest level that can be achieved within specified limits of precision and accuracy during routine laboratory operating conditions.
 D.F. - Dilution Factor

Data Report

Sample Description: Drinking Water Well 9								Matrix W	Sample Date: 5/9/22 1:37 pm			
Lab Number: 29941		Sample Comment:						Collected By: Amber				
CAS ID#	Parameter	Result	PQL	MDL	Units	DF	Method	Lab	Analyzed	Analyst	Batch	Comment
E-10617	TURBIDITY	1.55 H1	0.10		NTU	1.0	180.1	c	5/12/22	RLV	cturb_220512	
7429-90-5	ALUMINUM	0.04	0.010	0.004	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-89-6	IRON	0.17	0.05	0.001	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-96-5	MANGANESE	0.0420	0.001	0.0002	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7440-50-8	COPPER	0.0246	0.002	0.00027	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-22-4	SILVER	ND	0.01	0.00013	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-66-6	ZINC	0.0036	0.0025	0.0001	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
16887-00-6	CHLORIDE	25.8	0.1	0.07	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
14808-79-8	SULFATE	ND	0.2	0.025	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
E-10162	TOTAL SUSPENDED SOLIDS	ND NN	2		mg/L	1.0	I-3765-85	c	5/13/22	PAP	ctss_220513	
NA	CORROSIVITY	-0.98			SI	1.0	SM203	a	5/27/22	BJ	COR_220527	
E-11712	COLOR	25	5		Color Units	1.0	SM2120 B	c	5/11/22	PAP	ccolor_220511	pH: 6.5
E-11734	ODOR	ND			TON	1.0	SM2150	a	5/13/22	CRC	ODOR_220513	Temp (C) : 40.1
E-14506	ALKALINITY	161	2		mg CaCO3/L	2.0	SM2320 B	a	5/20/22	ADL	ALK_220520	
E-10139	HYDROGEN ION (pH)	8.17 H5			pH Units	1.0	SM4500-H+ B		5/10/22	KRH	EpH_220510	Temp (C) : 12.8
14265-44-2	ORTHO-PHOSPHATE	0.43	0.01	0.0073	mg/L	1.0	SM4500-P F	c	5/11/22	JNR	cpo4_220511	
7723-14-0	TOTAL PHOSPHORUS	0.470	0.020	0.0042	mg/L	2.0	SM4500-P F/SM4500-P B(5)	a	5/20/22	TJB	TPHOS_220520	
18496-25-8	SULFIDE AS HYDROGEN SULFIDE	0.06	0.05	0.044	mg/L	1.0	SM4500-S2 F	a	5/11/22	TJB	h2s_220511a	
	TOTAL INORGANIC CARBON	34.41	0.5		mg/L	1.0	SM5310 B	a	5/12/22	BJ	TIC_220512A	
E-10195	TOTAL ORGANIC CARBON	1.60	0.15	0.045	mg/L	1.0	SM5310 B	a	5/14/22	BJ	TOC_220513A	

Notes:

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 D.F. - Dilution Factor

Data Report

Sample Description: Drinking Water Springline								Matrix W	Sample Date: 5/9/22 2:34 pm			
Lab Number: 29942		Sample Comment:						Collected By: Amber				
CAS ID#	Parameter	Result	PQL	MDL	Units	DF	Method	Lab	Analyzed	Analyst	Batch	Comment
E-10617	TURBIDITY	3.6 H1	0.10		NTU	1.0	180.1	c	5/12/22	RLV	cturb_220512	
7429-90-5	ALUMINUM	0.59	0.010	0.004	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-89-6	IRON	0.37	0.05	0.001	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7439-96-5	MANGANESE	0.0045	0.001	0.0002	mg/L	1.0	200.7	a	5/18/22	BJ	200.7_220518B	
7440-50-8	COPPER	0.0028	0.002	0.00027	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-22-4	SILVER	ND	0.01	0.00013	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
7440-66-6	ZINC	0.0065	0.0025	0.0001	mg/L	1.0	200.8	a	5/13/22	BJ	200.8_220513A2	
16887-00-6	CHLORIDE	0.3	0.1	0.07	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
14808-79-8	SULFATE	0.5	0.2	0.025	mg/L	1.0	300.0	a	5/12/22	ADL	IC06_220511A	
E-10162	TOTAL SUSPENDED SOLIDS	ND NN	2		mg/L	1.0	I-3765-85	c	5/13/22	PAP	ctss_220513	
NA	CORROSIVITY	-2.81			SI	1.0	SM203	a	5/27/22	BJ	COR_220527	
E-11712	COLOR	ND	5		Color Units	1.0	SM2120 B	c	5/11/22	PAP	ccolor_220511	pH: 4.5
E-11734	ODOR	ND	1		TON	1.0	SM2150	a	5/11/22	CRC	ODOR_220511	Temp (C): 40.4
E-14506	ALKALINITY	37.7	1		mg CaCO3/L	1.0	SM2320 B	a	5/20/22	ADL	ALK_220520	
E-10139	HYDROGEN ION (pH)	6.47 H5			pH Units	1.0	SM4500-H+ B		5/10/22	KRH	EpH_220510	Temp (C) : 11.5
14265-44-2	ORTHO-PHOSPHATE	0.06	0.01	0.0073	mg/L	1.0	SM4500-P F	c	5/11/22	JNR	cpo4_220511	
7723-14-0	TOTAL PHOSPHORUS	0.072	0.010	0.0021	mg/L	1.0	SM4500-P F/SM4500-P B(5)	a	5/20/22	TJB	TPHOS_220520	
18496-25-8	SULFIDE AS HYDROGEN SULFIDE	0.06	0.05	0.044	mg/L	1.0	SM4500-S2 F	a	5/11/22	TJB	h2s_220511a	
	TOTAL INORGANIC CARBON	7.67	0.5		mg/L	1.0	SM5310 B	a	5/12/22	BJ	TIC_220512A	
E-10195	TOTAL ORGANIC CARBON	1.27	0.15	0.045	mg/L	1.0	SM5310 B	a	5/14/22	BJ	TOC_220513A	

Notes:

ND = Not detected above the listed practical quantitation limit (PQL) or not above the Method Detection Limit (MDL), if requested.
 PQL = Practical Quantitation Limit is the lowest level that can be achieved within specified limits of precision and accuracy during routine laboratory operating conditions.
 D.F. - Dilution Factor

ATTACHMENT C
EDGE ANALYTICAL TESTING REPORT -
SEPTEMBER 28, 2022



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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 2**
County:

Sample Number:
Lab Number: **22_54097**
Collect Date: **8/18/22 14:49**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	CORROSIVITY									
1057	TOTAL DISSOLVED SOLIDS (TDS)	313	mg/L	10		mso	046 a	SM2540 C	08/30/22	
1067	ALKALINITY	216	mg CaCO3/	5		adl	046 a	SM2320 B	08/29/22	
1910	CORROSIVITY	-0.06	SI			bj	046 a	SM203	09/27/22	
1016	CALCIUM	39.3	mg/L	0.5		bj	046 a	200.7	09/01/22	
	EPA Regulated									
100	TURBIDITY	3.4 H1	NTU	0.10	1	adl	046 a	180.1	08/30/22 16:14	
	SODIUM	47.3	mg/L	0.5		bj	046 a	200.7	09/01/22	
1040	NITRATE-N	0.01 H3	mg/L	0.005	10	jnr	OR100063 c	SM4500-NO3 F	08/23/22 16:31	
	EPA Regulated (Secondary)									
1028	IRON	0.71	mg/L	0.05	0.3	bj	046 a	200.7	09/01/22	
1905	COLOR	8 H3	Color Units	5	15	rlv	OR100063 c	SM2120 B	08/23/22 15:05	pH: 6.0
1032	MANGANESE	1.97	mg/L	0.001	0.05	bj	046 a	200.7	09/01/22	
1095	ZINC	0.0153	mg/L	0.005	5	crc	046 a	200.8	08/25/22	
1915	HARDNESS as Calcium Carbonate	158	mg/L	3.3		bj	046 a	200.7	09/01/22	
1036	NICKEL	ND	mg/L	0.001		crc	046 a	200.8	08/25/22	
1055	SULFATE	13.1	mg/L	0.2		adl	046 a	300.0	08/30/22	
	AMMONIA-N	0.096	mg/L	0.010		adl	C567 a	350.1	09/08/22	
	ODOR	ND	TON	1		mso	046 a	SM2150	08/26/22	Temperature: 39.3
1925	HYDROGEN ION (pH)	7.77 H5	pH Units			mra	OR01046	SM4500-H+ B	08/20/22 17:09	Temp (C) : 20.2
	TOTAL PHOSPHORUS	0.322	mg/L	0.010		tjb	4072 a	SM4500-P F	09/09/22	
	SULFIDE AS HYDROGEN SULFIDE	ND	mg/L	0.05		adl	046 a	SM4500-S2 F	08/24/22	
	TOTAL INORGANIC CARBON	51.82	mg/L	0.5		bj	046 a	SM5310 B	08/24/22	
2920	TOTAL ORGANIC CARBON	0.95	mg/L	0.15		bj	046 a	SM5310 B	08/30/22	
	ALUMINUM	0.06	mg/L	0.010		bj	046 a	200.7	09/01/22	

NOTES:

ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

* Lab Code - lists the laboratory accreditation code plus a letter at the far right to indicate the Edge Analytical lab facility where the analyses was performed.

If you have any questions concerning this report contact us at the above phone number.



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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 2**
County:

Sample Number:
Lab Number: **22_54097**
Collect Date: **8/18/22 14:49**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	SILICA	57.4	mg/L	0.05		bj	046 a	200.7	09/01/22	
	State Unregulated									
1030	LEAD	ND	mg/L	0.001	0.015	crc	046 a	200.8	08/25/22	
1022	COPPER	0.0076	mg/L	0.005	1.3	crc	046 a	200.8	08/25/22	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	crc	4072 a	200.8	08/25/22	

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 6**
County:

Sample Number:
Lab Number: **22_54098**
Collect Date: **8/18/22 10:10**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	CORROSIVITY									
1057	TOTAL DISSOLVED SOLIDS (TDS)	446	mg/L	10		mso	046 a	SM2540 C	08/30/22	
1067	ALKALINITY	114	mg CaCO3/	5		adl	046 a	SM2320 B	08/29/22	
1910	CORROSIVITY	-0.43	SI			bj	046 a	SM203	09/27/22	
1016	CALCIUM	24.8	mg/L	0.5		bj	046 a	200.7	09/01/22	
	EPA Regulated									
100	TURBIDITY	ND H1	NTU	0.10	1	adl	046 a	180.1	08/30/22 16:18	
	SODIUM	120	mg/L	0.5		bj	046 a	200.7	09/01/22	
1040	NITRATE-N	ND H3	mg/L	0.005	10	jnr	OR100063 c	SM4500-NO3 F	08/23/22 16:32	
	EPA Regulated (Secondary)									
1028	IRON	0.28	mg/L	0.05	0.3	bj	046 a	200.7	09/01/22	
1905	COLOR	20 H3	Color Units	5	15	rlv	OR100063 c	SM2120 B	08/23/22 15:06	pH: 6.0
1032	MANGANESE	1.46	mg/L	0.001	0.05	bj	046 a	200.7	09/01/22	
1095	ZINC	ND	mg/L	0.005	5	crc	046 a	200.8	08/25/22	
1915	HARDNESS as Calcium Carbonate	102	mg/L	3.3		bj	046 a	200.7	09/01/22	
1036	NICKEL	ND	mg/L	0.001		crc	046 a	200.8	08/25/22	
1055	SULFATE	83.9	mg/L	0.2		adl	046 a	300.0	08/30/22	
	AMMONIA-N	0.36	mg/L	0.010		adl	C567 a	350.1	09/08/22	
	ODOR	ND	TON	1		mso	046 a	SM2150	08/26/22	Temperature: 39.3
1925	HYDROGEN ION (pH)	7.90 H5	pH Units			mra	OR01046	SM4500-H+ B	08/20/22 17:11	Temp (C) : 20.4
	TOTAL PHOSPHORUS	0.600	mg/L	0.050		tjb	4072 a	SM4500-P F	09/09/22	
	SULFIDE AS HYDROGEN SULFIDE	ND	mg/L	0.05		adl	046 a	SM4500-S2 F	08/24/22	
	TOTAL INORGANIC CARBON	25.77	mg/L	0.5		bj	046 a	SM5310 B	08/24/22	
2920	TOTAL ORGANIC CARBON	1.26	mg/L	0.15		bj	046 a	SM5310 B	08/31/22	
	ALUMINUM	ND	mg/L	0.010		bj	046 a	200.7	09/01/22	

NOTES:

ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

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Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 6**
County:

Sample Number:
Lab Number: **22_54098**
Collect Date: **8/18/22 10:10**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	SILICA	63.6	mg/L	0.05		bj	046 a	200.7	09/01/22	
	State Unregulated									
1030	LEAD	ND	mg/L	0.001	0.015	crc	046 a	200.8	08/25/22	
1022	COPPER	ND	mg/L	0.005	1.3	crc	046 a	200.8	08/25/22	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	crc	4072 a	200.8	08/25/22	

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: Hudspeth Land and Water
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: 22-27880
Project: Drinking Water

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: Investigative or Other
Sample Location: Well 7
County:

Sample Number:
Lab Number: 22_54099
Collect Date: 8/18/22 10:53
Date Received: 8/19/22
Report Date: 9/28/22
Sampled By: AH
Sampler Phone:
Approved by: anp,bj,crc,jnr,ljh,mra,
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	CORROSIVITY									
1057	TOTAL DISSOLVED SOLIDS (TDS)	330	mg/L	10		mso	046 a	SM2540 C	08/30/22	
1067	ALKALINITY	107	mg CaCO ₃ /	5		adl	046 a	SM2320 B	08/29/22	
1910	CORROSIVITY	-0.50	SI			bj	046 a	SM203	09/27/22	
1016	CALCIUM	10.3	mg/L	0.5		bj	046 a	200.7	09/01/22	
	EPA Regulated									
100	TURBIDITY	0.11 H1	NTU	0.10	1	adl	046 a	180.1	08/30/22 16:20	
	SODIUM	101	mg/L	0.5		bj	046 a	200.7	09/01/22	
1040	NITRATE-N	0.02 H3	mg/L	0.005	10	jnr	OR100063 c	SM4500-NO3 F	08/23/22 16:33	
	EPA Regulated (Secondary)									
1028	IRON	0.11	mg/L	0.05	0.3	bj	046 a	200.7	09/01/22	
1905	COLOR	16 H3	Color Units	5	15	rlv	OR100063 c	SM2120 B	08/23/22 15:07	pH: 6.0
1032	MANGANESE	0.562	mg/L	0.001	0.05	bj	046 a	200.7	09/01/22	
1095	ZINC	ND	mg/L	0.005	5	crc	046 a	200.8	08/25/22	
1915	HARDNESS as Calcium Carbonate	39.7	mg/L	3.3		bj	046 a	200.7	09/01/22	
1036	NICKEL	ND	mg/L	0.001		crc	046 a	200.8	08/25/22	
1055	SULFATE	47.8	mg/L	0.2		adl	046 a	300.0	08/30/22	
	AMMONIA-N	0.25	mg/L	0.010		adl	C567 a	350.1	09/08/22	
	ODOR	ND	TON	1		mso	046 a	SM2150	08/26/22	Temperature: 39.3
1925	HYDROGEN ION (pH)	8.22 H5	pH Units			mra	OR01046	SM4500-H+ B	08/20/22 17:13	Temp (C) : 20.8
	TOTAL PHOSPHORUS	0.480	mg/L	0.050		tjb	4072 a	SM4500-P F	09/09/22	
	SULFIDE AS HYDROGEN SULFIDE	ND	mg/L	0.05		adl	046 a	SM4500-S2 F	08/24/22	
	TOTAL INORGANIC CARBON	23.52	mg/L	0.5		bj	046 a	SM5310 B	08/24/22	
2920	TOTAL ORGANIC CARBON	0.70	mg/L	0.15		bj	046 a	SM5310 B	08/31/22	
	ALUMINUM	0.010	mg/L	0.010		bj	046 a	200.7	09/01/22	

NOTES:

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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 7**
County:

Sample Number:
Lab Number: **22_54099**
Collect Date: **8/18/22 10:53**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	SILICA	64.5	mg/L	0.05		bj	046 a	200.7	09/01/22	
	State Unregulated									
1030	LEAD	ND	mg/L	0.001	0.015	crc	046 a	200.8	08/25/22	
1022	COPPER	0.0056	mg/L	0.005	1.3	crc	046 a	200.8	08/25/22	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	crc	4072 a	200.8	08/25/22	

NOTES:
 ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).
 MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.
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INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 9**
County:

Sample Number:
Lab Number: **22_54100**
Collect Date: **8/18/22 14:10**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	CORROSIVITY									
1057	TOTAL DISSOLVED SOLIDS (TDS)	268	mg/L	10		mso	046 a	SM2540 C	08/30/22	
1067	ALKALINITY	142	mg CaCO ₃ /	5		adl	046 a	SM2320 B	08/29/22	
1910	CORROSIVITY	-1.10	SI			bj	046 a	SM203	09/27/22	
1016	CALCIUM	1.8	mg/L	0.5		bj	046 a	200.7	09/01/22	
	EPA Regulated									
100	TURBIDITY	6.7 H1	NTU	0.10	1	adl	046 a	180.1	08/30/22 16:21	
	SODIUM	81.8	mg/L	0.5		bj	046 a	200.7	09/01/22	
1040	NITRATE-N	ND H3	mg/L	0.005	10	jnr	OR100063 c	SM4500-NO3 F	08/23/22 16:37	
	EPA Regulated (Secondary)									
1028	IRON	0.14	mg/L	0.05	0.3	bj	046 a	200.7	09/01/22	
1905	COLOR	23 H3	Color Units	5	15	rlv	OR100063 c	SM2120 B	08/23/22 15:08	pH: 6.0
1032	MANGANESE	0.0430	mg/L	0.001	0.05	bj	046 a	200.7	09/01/22	
1095	ZINC	ND	mg/L	0.005	5	crc	046 a	200.8	08/25/22	
1915	HARDNESS as Calcium Carbonate	5.6	mg/L	3.3		bj	046 a	200.7	09/01/22	
1036	NICKEL	ND	mg/L	0.001		crc	046 a	200.8	08/25/22	
1055	SULFATE	0.3	mg/L	0.2		adl	046 a	300.0	08/30/22	
	AMMONIA-N	0.13	mg/L	0.010		adl	C567 a	350.1	09/08/22	
	ODOR	2.6	TON	1		mso	046 a	SM2150	08/26/22	Temperature: 39.3
1925	HYDROGEN ION (pH)	8.24 H5	pH Units			mra	OR01046	SM4500-H+ B	08/20/22 17:15	Temp (C) : 21.1
	TOTAL PHOSPHORUS	0.484	mg/L	0.050		tjb	4072 a	SM4500-P F	09/09/22	
	SULFIDE AS HYDROGEN SULFIDE	0.29	mg/L	0.05		adl	046 a	SM4500-S2 F	08/24/22	
	TOTAL INORGANIC CARBON	31.28	mg/L	0.5		bj	046 a	SM5310 B	08/24/22	
2920	TOTAL ORGANIC CARBON	1.43	mg/L	0.15		bj	046 a	SM5310 B	08/31/22	
	ALUMINUM	0.028	mg/L	0.010		bj	046 a	200.7	09/01/22	

NOTES:

ND (Not Detected): indicates that the parameter was not detected above the Lower Reporting limit (LRL).

MCL (Maximum Contaminant Level) maximum permissible level of a contaminant in water established by EPA; Federal Action Levels are 0.015 mg/L for Lead and 1.3 mg/L for Copper. Sodium has a recommended limit of 20 mg/L. A blank MCL value indicates a level is not currently established.

* Lab Code - lists the laboratory accreditation code plus a letter at the far right to indicate the Edge Analytical lab facility where the analyses was performed.

If you have any questions concerning this report contact us at the above phone number.



Burlington, WA *Corporate Laboratory (a)*
1620 S Walnut St - Burlington, WA 98233 - 800.755.9295 • 360.757.1400

Bellingham, WA *Microbiology (b)*
805 Orchard Dr Ste 4 - Bellingham, WA 98225 - 360.715.1212

Portland, OR *Microbiology/Chemistry (c)*
9725 SW Commerce Cr Ste A2 - Wilsonville, OR 97070 - 503.682.7802

Corvallis, OR *Microbiology/Chemistry (d)*
1100 NE Circle Blvd, Ste 130 - Corvallis, OR 97330 - 541.753.4946

Bend, OR *Microbiology (e)*
20332 Empire Blvd Ste 4 - Bend, OR 97701 - 541.639.8425

INORGANIC COMPOUNDS (IOC) REPORT

Client Name: **Hudspeth Land and Water**
7485 SW Joshua Ct
Powell Butte, OR 97753

Reference Number: **22-27880**
Project: **Drinking Water**

System Name:
System ID Number:
Source Number:
Multiple Sources:
Sample Type:
Sample Purpose: **Investigative or Other**
Sample Location: **Well 9**
County:

Sample Number:
Lab Number: **22_54100**
Collect Date: **8/18/22 14:10**
Date Received: **8/19/22**
Report Date: **9/28/22**
Sampled By: **AH**
Sampler Phone:
Approved by: **anp,bj,crc,jnr,ljh,mra,**
Authorized by:

Michelle R Angland
Michelle R Angland
Lab Manager, Bend

EPA#	ANALYTES	RESULTS	UNITS	LRL	MCL	Analyst	Lab Code*	METHOD	Analyzed	COMMENT
	SILICA	84.7	mg/L	0.05		bj	046 a	200.7	09/01/22	
	State Unregulated									
1030	LEAD	0.0021	mg/L	0.001	0.015	crc	046 a	200.8	08/25/22	
1022	COPPER	0.0232	mg/L	0.005	1.3	crc	046 a	200.8	08/25/22	
	Radiological									
4006	URANIUM	ND	mg/L	0.001	0.030	crc	4072 a	200.8	08/25/22	

NOTES:
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