



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2017-49

Issue Date: June 20, 2017

Project Name:	Carbon Replacement for the Tri-City Wastewater Resource Recovery Facility		
Quote Due Date/Time:	July 6, 4:00 PM		
Project Coordinator	Dan Strong	Phone:	503-557-2804
		Email:	danstro@clackamas.us
Contract Analyst	Ryan Rice	Phone:	503-742-5446
		Email:	rrice@clackamas.us

**SUBMIT QUOTES VIA EMAIL TO PROCUREMENT@CLACKAMAS.US
OR MAIL/HAND DELIVERY TO THE ABOVE ADDRESS**

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
“#2017-49 CARBON REPLACEMENT” IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes (“RFQ”). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County travel reimbursement policy in effect at the time the expense is incurred.

It will be the responsibility of potential Quoters to refer daily to the Bids and Contract Information Page (www.clackamas.us/bids/index.html) to check for any available addenda, response to clarifying questions, cancellations or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is to purchase the carbon replacement for the Tri-City Service Districts (“District”) Wastewater Resource Recovery Facility (“WRRF”). Work will consist of removal, disposal, and replacement of the activated carbon at the WRRF in granular form and pelletized form. All Work will be conducted under one contract.

BACKGROUND & DESCRIPTION

Existing activated carbon is installed in odor towers at Tri-City Service District’s (“District”) Tri-City Wastewater Resource Recovery Facility (“WRRF”) located in Oregon City, Oregon. Replacement of activated carbon is necessary within the five (5) twelve foot diameter dual-bed carbon towers at the odor reduction facilities located near the chlorine contact chambers. The towers filter air from the headworks, primary, and chlorine contact chamber treatment areas.

See **Appendix A** for the District-obtained lab results on the existing carbon from the five towers which indicate that there are no regulated concentrations of volatile or semi volatile organics. The District assumes complete responsibility as generator of the waste carbon.

Under normal conditions, spent carbon generated by municipal or industrial waste treatment processes is considered by the United States Environmental Protection Agency (“EPA”), the Oregon Department of Environmental Quality (“DEQ”), and the Washington Department of Ecology (“DOE”) as “sludge”, and

if reclaimed (or reactivated) and reused for its original intended purpose, is exempt from the solid (and hazardous) waste definition (Reference: 40 CFR 260.10, 261.1, and 261.2). If, however, the spent carbon is contaminated with a listed hazardous waste, this exemption does not apply.

REQUIREMENTS

The work includes submitting the results (provided by the District) of the samples of carbon collected and analyzed in each tower location to the disposal facility to ensure and confirm the results are consistent with the disposal facility's internal policies.

Prior to the quote, the Contractor may use the results of the District's-supplied analyses or shall first collect one representative composite sample from each of the towers (minimum 1-inch sampling port available) and send each sample to a testing facility for analysis. The Contractor may use the District's results or their own **prior** to submitting a quote, however in either case, Contractor is responsible for determining suitability for disposal. The samples shall be evaluated consistent with the disposal facility's internal policies.

If the analysis and results provided by the District are not consistent with the disposal facility's internal policies, the proposer is responsible for collecting representative samples of the carbon in each location and submitting them to the disposal facility to be analyzed consistent with their policies. **This work must be done prior to submitting a quote.**

The carbon supplier shall assist the District in completing the necessary spent carbon (waste disposition) profile form and other necessary documents. Transportation documentation and appropriate disposal documentation shall be prepared by the receiving facility customer services personnel and signed by the transporter, receiving facility and the District. The Contractor shall assume complete responsibility for the combined removal of existing carbon, transportation of removed carbon, and disposal of removed carbon to a District approved facility.

The existing carbon beds are specified to be supported by fiberglass grating and polypropylene screen. If the polypropylene support membranes currently installed needs to be replaced with new polypropylene support membranes, the screen shall be fitted and installed so that the carbon is held in place without leakage and without impairing airflow through the carbon bed.

TYPE

Replacement activated carbon shall be non-impregnated, high surface area, tightly packed granular or pelletized type, specifically manufactured to absorb vapor phase organic and malodorous compounds of the type typically generated from municipal wastewater. Supplier of activated carbon shall be experienced in the supply and operation of activated carbon systems for vapor phase organic and hydrogen sulfide removal at wastewater treatment plants.

Activated carbon shall be suitable for continuous exposure to moisture-laden foul air containing concentrations of hydrogen sulfide up to 20 parts per million, as well as other malodorous compounds of municipal sewage origin such as ammonia, oxides of nitrogen, indoles, skatols, aldehydes, and mercaptans. Foul air will have temperatures ranging from 40 to 100 degrees F and relative humidity up to 95%.

OPERATING CONDITIONS:

Maximum temperature in tower, degrees F	80
Maximum face velocity in bed, fpm	50
Minimum detention time, sec	3.6
Bed thickness (ft.)	3.0
Tri-City headworks carbon towers, number	2
Tri-City headworks carbon towers, number of beds each	2
Tri-City headworks carbon towers, diameter, feet	12
Minimum H ₂ S removal at 1 ppm inlet percent	95
Minimum H ₂ S removal at 10 ppm inlet, percent	99

Minimum H₂S removal is shown above as a design criteria and not a performance guarantee criteria.

ENVIRONMENTAL CONDITIONS

Activated carbon will be installed within enclosed fiberglass vessels. Odor reduction facilities are located at a wastewater treatment plant in Clackamas County, Oregon, at an elevation of 50 feet above sea level. Outside air temperature is expected to range between 0 and 100 degrees F.

ACCEPTABLE PRODUCTS AND MATERIALS

All carbon shall be activated, granular or pelletized, non-impregnated as processed by Barneby-Sutcliffe, Calgon Carbon, Cameron-Yakima, Norit, Northwest Carbon, Westates Carbon, CETCO or equal.

Granular Specs:

Substrate	Coal Based
Particle size (U.S. Sieve)	4 x 8
Hardness number minimum (per ASTM D3802)	95
Maximum moisture content percent by weight (per ASTM D2867)	4
Apparent density, gms/cc (per ASTM D2854)	0.44 - 0.50
Maximum head loss through bed at 50 fpm velocity inches wc/ft bed depth	1.9

Pelletized Specs:

Substrate	Coal Based
Particle Diameter	4mm
Hardness number minimum (per ASTM D3802)	95
Maximum moisture content percent by weight (per ASTM D2867)	4
Apparent density, gms/cc (per ASTM D2854)	0.47 - 0.53
Maximum head loss through bed at 50 fpm velocity inches wc/ft bed depth	0.9

Note: Head loss shall be determined by passing dry air at 70 degrees F and 1 ATM pressure through a 2-inch diameter by 12-inch deep bed of carbon placed in a dense packed arrangement per ASTM D2854.

INSTALLATION

- The supplier shall have the existing carbon tested and analyzed as described in paragraphs above.
- The existing activated carbon shall be removed and the replacement carbon installed in strict accordance with manufacturer's recommendations. Each bed shall be packed uniformly to the density specified. The packed bed shall contain no void pockets including bed areas around the sampling probes and near the vessel walls. Each bed shall have a smooth surface with uniform bed depth throughout.
- The replacement carbon shall be tested and the results approved prior to acceptance. Test sets from on-site material shall be performed to confirm properties listed in paragraphs above. One such test shall be performed for each 325 cubic feet of replacement carbon supplied. A District representative will direct the collection of each sample for testing and will ship the sample to the independent approved testing laboratory designated by the Contractor. All testing and any re-testing shall be paid for by the Contractor. The testing laboratory shall send test reports directly to the District with copies to the Contractor. All of the tests will be considered acceptable if not more than one test set has results that are out of specification, provided that those results are not more than 10 percent (10%) out of the acceptance range.
- No tower shall be out of service for more than forty-eight (48) hours. Only one (1) of the 12-foot diameter towers at the WRRF can be out of service at a time.

- Two 1-liter representative samples of the replacement carbon material shall be taken from delivered material as directed by the District and supplied to the District for future comparison or analysis. The container shall be suitable for storage of the carbon at room temperature for five (5) years. A composition data sheet shall be supplied along with the sample.
- All work shall be completed sixty (60) calendar days after receipt of notice to proceed unless the spent carbon is determined to be a hazardous waste.
- The carbon towers, the area around them and any other area of the facility used by the Contractor shall be maintained in a neat condition during the work and returned to original condition when the work is complete.
- All contractor personnel must attend a 30-minute orientation on plant safety prior to performing work on the WRRF site.

SUBMITTALS AFTER NOTICE TO PROCEED

The following submittals shall be provided within three (3) weeks of the notice to proceed:

- Detailed product information for the activated carbon proposed for the job, including all parameters specified in the Scope of Work.
- A detailed plan for testing of replacement carbon as specified in the Scope of Work.
- A detailed description of the procedure for installation and commissioning of the activated carbon shall be provided, including safety considerations.
- A detailed plan for disposal of the spent carbon as specified in the Scope of Work.
- The submittals will be reviewed and returned within two (2) weeks of receipt.

Delivery:

- ☒ Delivery required within 60 days after receipt of Notice to Proceed.
- ☐ Delivery required on or before _____.
- ☐ Delivery time is of the essence and may be a factor in making an award.

3. Quote

Quotes should be short and concise with the following information:

- A. Description of items to be provided;
- B. Price including shipping FOB Destination per attached Bid Form;
- C. Estimated delivery time upon issuance of Notice to Proceed.

4. Evaluation

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.

CLACKAMAS COUNTY CERTIFICATIONS
RFQ #2017-49

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 279B.110(2)(3), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, 323, and elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620, all as applicable. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 28% backup withholding.

SECTION II. NON-DISCRIMINATION

The undersigned hereby certifies that the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emergency small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agency or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its Commissioners, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

Oregon Business Registry Number: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ. Quotes may be submitted in writing to Clackamas County via e-mail, mail or in person.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE CLACKAMAS COUNTY BIDS AND CONTRACT INFORMATION WEBSITE (www.clackamas.us/bids/index.html) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of the Clackamas County Goods and Services Contract, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the Clackamas County Goods and Services Contract (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.

- 12. QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ via email, mail or in person; however, no oral or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
- 6. METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
- 7. QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

#2017-49 Bid Form

The total job cost stated below will be used for the purposes of evaluation of bid and award of contract and to establish the contract price.

Provide prices for removal, disposal and replacement of the activated carbon at the WRRF in granular form and pelletized form. All work as described in the Scope of Work is to be done under one contract. The selection will be based on lowest total cost for the work including evaluating the anticipated energy savings from the pelletized carbon. Payment for work completed on this project will be made on the basis of the price listed below.

GRANULAR

Price for completing the work specified in the scope of work \$ _____
assuming 3,400 cubic feet of contractor supplied granular carbon

PELLETIZED

Price for completing the work specified in the scope of work \$ _____
assuming 3,400 cubic feet of contractor supplied pelletized carbon

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

ANALYTICAL REPORT

TestAmerica Laboratories, Inc.

TestAmerica Seattle

5755 8th Street East

Tacoma, WA 98424

Tel: (253)922-2310

TestAmerica Job ID: 580-66819-1

Client Project/Site: 8260 TCLP

For:

Clackamas Water Environmental Services

15941 S Angas Ave

Oregon City, Oregon 97045

Attn: Eric Becker



Authorized for release by:

3/30/2017 12:13:00 PM

Cathy Gamble, Project Manager I

(253)922-2310

cathy.gamble@testamericainc.com

LINKS

Review your project
results through**TotalAccess**

Have a Question?



Visit us at:

www.testamericainc.com

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

Results relate only to the items tested and the sample(s) as received by the laboratory.

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Case Narrative

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Job ID: 580-66819-1

Laboratory: TestAmerica Seattle

Narrative

Receipt

The samples were received on 3/17/2017 12:00 PM; the samples arrived in good condition, properly preserved and, where required, on ice. The temperature of the cooler at receipt was 1.2° C.

GC/MS VOA

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

General Chemistry

No analytical or quality issues were noted, other than those described in the Definitions/Glossary page.

Definitions/Glossary

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
α	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains no Free Liquid
DER	Duplicate error ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision level concentration
MDA	Minimum detectable activity
EDL	Estimated Detection Limit
MDC	Minimum detectable concentration
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative error ratio
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806212 Top

Date Collected: 03/16/17 10:10

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-1

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 18:19	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 18:19	100
2-Butanone	ND		2000		ug/L			03/24/17 18:19	100
Chloroform	ND		500		ug/L			03/24/17 18:19	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 18:19	100
Benzene	ND		200		ug/L			03/24/17 18:19	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 18:19	100
Trichloroethene	ND		300		ug/L			03/24/17 18:19	100
Tetrachloroethene	ND		300		ug/L			03/24/17 18:19	100
Chlorobenzene	ND		200		ug/L			03/24/17 18:19	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	104		82 - 122					03/24/17 18:19	100
4-Bromofluorobenzene (Surr)	97		75 - 125					03/24/17 18:19	100
Dibromofluoromethane (Surr)	95		77 - 118					03/24/17 18:19	100
Trifluorotoluene (Surr)	94		80 - 141					03/24/17 18:19	100
1,2-Dichloroethane-d4 (Surr)	102		65 - 143					03/24/17 18:19	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806212 Bottom

Date Collected: 03/16/17 10:10

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-2

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 18:46	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 18:46	100
2-Butanone	ND		2000		ug/L			03/24/17 18:46	100
Chloroform	ND		500		ug/L			03/24/17 18:46	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 18:46	100
Benzene	ND		200		ug/L			03/24/17 18:46	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 18:46	100
Trichloroethene	ND		300		ug/L			03/24/17 18:46	100
Tetrachloroethene	ND		300		ug/L			03/24/17 18:46	100
Chlorobenzene	ND		200		ug/L			03/24/17 18:46	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	104		82 - 122					03/24/17 18:46	100
4-Bromofluorobenzene (Surr)	95		75 - 125					03/24/17 18:46	100
Dibromofluoromethane (Surr)	96		77 - 118					03/24/17 18:46	100
Trifluorotoluene (Surr)	93		80 - 141					03/24/17 18:46	100
1,2-Dichloroethane-d4 (Surr)	103		65 - 143					03/24/17 18:46	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806221 Top

Date Collected: 03/16/17 10:20

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-3

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 19:13	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 19:13	100
2-Butanone	ND		2000		ug/L			03/24/17 19:13	100
Chloroform	ND		500		ug/L			03/24/17 19:13	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 19:13	100
Benzene	ND		200		ug/L			03/24/17 19:13	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 19:13	100
Trichloroethene	ND		300		ug/L			03/24/17 19:13	100
Tetrachloroethene	ND		300		ug/L			03/24/17 19:13	100
Chlorobenzene	ND		200		ug/L			03/24/17 19:13	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	105		82 - 122					03/24/17 19:13	100
4-Bromofluorobenzene (Surr)	97		75 - 125					03/24/17 19:13	100
Dibromofluoromethane (Surr)	100		77 - 118					03/24/17 19:13	100
Trifluorotoluene (Surr)	95		80 - 141					03/24/17 19:13	100
1,2-Dichloroethane-d4 (Surr)	102		65 - 143					03/24/17 19:13	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806221 Bottom

Date Collected: 03/16/17 10:20

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-4

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 19:40	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 19:40	100
2-Butanone	ND		2000		ug/L			03/24/17 19:40	100
Chloroform	ND		500		ug/L			03/24/17 19:40	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 19:40	100
Benzene	ND		200		ug/L			03/24/17 19:40	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 19:40	100
Trichloroethene	ND		300		ug/L			03/24/17 19:40	100
Tetrachloroethene	ND		300		ug/L			03/24/17 19:40	100
Chlorobenzene	ND		200		ug/L			03/24/17 19:40	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	105		82 - 122					03/24/17 19:40	100
4-Bromofluorobenzene (Surr)	98		75 - 125					03/24/17 19:40	100
Dibromofluoromethane (Surr)	97		77 - 118					03/24/17 19:40	100
Trifluorotoluene (Surr)	92		80 - 141					03/24/17 19:40	100
1,2-Dichloroethane-d4 (Surr)	103		65 - 143					03/24/17 19:40	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806222 Bottom

Date Collected: 03/16/17 10:30

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-5

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 20:07	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 20:07	100
2-Butanone	ND		2000		ug/L			03/24/17 20:07	100
Chloroform	ND		500		ug/L			03/24/17 20:07	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 20:07	100
Benzene	ND		200		ug/L			03/24/17 20:07	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 20:07	100
Trichloroethene	ND		300		ug/L			03/24/17 20:07	100
Tetrachloroethene	ND		300		ug/L			03/24/17 20:07	100
Chlorobenzene	ND		200		ug/L			03/24/17 20:07	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	105		82 - 122					03/24/17 20:07	100
4-Bromofluorobenzene (Surr)	96		75 - 125					03/24/17 20:07	100
Dibromofluoromethane (Surr)	96		77 - 118					03/24/17 20:07	100
Trifluorotoluene (Surr)	92		80 - 141					03/24/17 20:07	100
1,2-Dichloroethane-d4 (Surr)	100		65 - 143					03/24/17 20:07	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806222 Top

Date Collected: 03/16/17 10:30

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-6

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 20:34	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 20:34	100
2-Butanone	ND		2000		ug/L			03/24/17 20:34	100
Chloroform	ND		500		ug/L			03/24/17 20:34	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 20:34	100
Benzene	ND		200		ug/L			03/24/17 20:34	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 20:34	100
Trichloroethene	ND		300		ug/L			03/24/17 20:34	100
Tetrachloroethene	ND		300		ug/L			03/24/17 20:34	100
Chlorobenzene	ND		200		ug/L			03/24/17 20:34	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	104		82 - 122					03/24/17 20:34	100
4-Bromofluorobenzene (Surr)	94		75 - 125					03/24/17 20:34	100
Dibromofluoromethane (Surr)	95		77 - 118					03/24/17 20:34	100
Trifluorotoluene (Surr)	94		80 - 141					03/24/17 20:34	100
1,2-Dichloroethane-d4 (Surr)	102		65 - 143					03/24/17 20:34	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806213 Bottom

Date Collected: 03/16/17 10:15

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-7

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/28/17 17:57	100
1,1-Dichloroethene	ND		200		ug/L			03/28/17 17:57	100
2-Butanone	ND		2000		ug/L			03/28/17 17:57	100
Chloroform	ND		500		ug/L			03/28/17 17:57	100
Carbon tetrachloride	ND		300		ug/L			03/28/17 17:57	100
Benzene	ND		200		ug/L			03/28/17 17:57	100
1,2-Dichloroethane	ND		100		ug/L			03/28/17 17:57	100
Trichloroethene	ND		300		ug/L			03/28/17 17:57	100
Tetrachloroethene	ND		300		ug/L			03/28/17 17:57	100
Chlorobenzene	ND		200		ug/L			03/28/17 17:57	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	101		82 - 122					03/28/17 17:57	100
4-Bromofluorobenzene (Surr)	101		75 - 125					03/28/17 17:57	100
Dibromofluoromethane (Surr)	99		77 - 118					03/28/17 17:57	100
Trifluorotoluene (Surr)	99		80 - 141					03/28/17 17:57	100
1,2-Dichloroethane-d4 (Surr)	100		65 - 143					03/28/17 17:57	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806213 Top

Date Collected: 03/16/17 10:15

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-8

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/28/17 18:23	100
1,1-Dichloroethene	ND		200		ug/L			03/28/17 18:23	100
2-Butanone	ND		2000		ug/L			03/28/17 18:23	100
Chloroform	ND		500		ug/L			03/28/17 18:23	100
Carbon tetrachloride	ND		300		ug/L			03/28/17 18:23	100
Benzene	ND		200		ug/L			03/28/17 18:23	100
1,2-Dichloroethane	ND		100		ug/L			03/28/17 18:23	100
Trichloroethene	ND		300		ug/L			03/28/17 18:23	100
Tetrachloroethene	ND		300		ug/L			03/28/17 18:23	100
Chlorobenzene	ND		200		ug/L			03/28/17 18:23	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	102		82 - 122					03/28/17 18:23	100
4-Bromofluorobenzene (Surr)	102		75 - 125					03/28/17 18:23	100
Dibromofluoromethane (Surr)	100		77 - 118					03/28/17 18:23	100
Trifluorotoluene (Surr)	99		80 - 141					03/28/17 18:23	100
1,2-Dichloroethane-d4 (Surr)	100		65 - 143					03/28/17 18:23	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806211 Bottom

Lab Sample ID: 580-66819-9

Date Collected: 03/16/17 10:00

Matrix: Solid

Date Received: 03/17/17 12:58

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/28/17 18:50	100
1,1-Dichloroethene	ND		200		ug/L			03/28/17 18:50	100
2-Butanone	ND		2000		ug/L			03/28/17 18:50	100
Chloroform	ND		500		ug/L			03/28/17 18:50	100
Carbon tetrachloride	ND		300		ug/L			03/28/17 18:50	100
Benzene	ND		200		ug/L			03/28/17 18:50	100
1,2-Dichloroethane	ND		100		ug/L			03/28/17 18:50	100
Trichloroethene	ND		300		ug/L			03/28/17 18:50	100
Tetrachloroethene	ND		300		ug/L			03/28/17 18:50	100
Chlorobenzene	ND		200		ug/L			03/28/17 18:50	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	101		82 - 122					03/28/17 18:50	100
4-Bromofluorobenzene (Surr)	101		75 - 125					03/28/17 18:50	100
Dibromofluoromethane (Surr)	99		77 - 118					03/28/17 18:50	100
Trifluorotoluene (Surr)	99		80 - 141					03/28/17 18:50	100
1,2-Dichloroethane-d4 (Surr)	98		65 - 143					03/28/17 18:50	100

Client Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806211 Top

Date Collected: 03/16/17 10:00

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-10

Matrix: Solid

Method: 8260C - Volatile Organic Compounds by GC/MS - TCLP

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/28/17 19:17	100
1,1-Dichloroethene	ND		200		ug/L			03/28/17 19:17	100
2-Butanone	ND		2000		ug/L			03/28/17 19:17	100
Chloroform	ND		500		ug/L			03/28/17 19:17	100
Carbon tetrachloride	ND		300		ug/L			03/28/17 19:17	100
Benzene	ND		200		ug/L			03/28/17 19:17	100
1,2-Dichloroethane	ND		100		ug/L			03/28/17 19:17	100
Trichloroethene	ND		300		ug/L			03/28/17 19:17	100
Tetrachloroethene	ND		300		ug/L			03/28/17 19:17	100
Chlorobenzene	ND		200		ug/L			03/28/17 19:17	100
Surrogate	%Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	102		82 - 122					03/28/17 19:17	100
4-Bromofluorobenzene (Surr)	101		75 - 125					03/28/17 19:17	100
Dibromofluoromethane (Surr)	99		77 - 118					03/28/17 19:17	100
Trifluorotoluene (Surr)	100		80 - 141					03/28/17 19:17	100
1,2-Dichloroethane-d4 (Surr)	98		65 - 143					03/28/17 19:17	100

QC Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Method: 8260C - Volatile Organic Compounds by GC/MS

Lab Sample ID: MB 580-241148/1-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Method Blank

Prep Type: TCLP

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 13:48	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 13:48	100
2-Butanone	ND		2000		ug/L			03/24/17 13:48	100
Chloroform	ND		500		ug/L			03/24/17 13:48	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 13:48	100
Benzene	ND		200		ug/L			03/24/17 13:48	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 13:48	100
Trichloroethene	ND		300		ug/L			03/24/17 13:48	100
Tetrachloroethene	ND		300		ug/L			03/24/17 13:48	100
Chlorobenzene	ND		200		ug/L			03/24/17 13:48	100

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	105		82 - 122		03/24/17 13:48	100
4-Bromofluorobenzene (Surr)	97		75 - 125		03/24/17 13:48	100
Dibromofluoromethane (Surr)	98		77 - 118		03/24/17 13:48	100
Trifluorotoluene (Surr)	93		80 - 141		03/24/17 13:48	100
1,2-Dichloroethane-d4 (Surr)	101		65 - 143		03/24/17 13:48	100

Lab Sample ID: MB 580-241250/1-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Method Blank

Prep Type: TCLP

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/24/17 15:09	100
1,1-Dichloroethene	ND		200		ug/L			03/24/17 15:09	100
2-Butanone	ND		2000		ug/L			03/24/17 15:09	100
Chloroform	ND		500		ug/L			03/24/17 15:09	100
Carbon tetrachloride	ND		300		ug/L			03/24/17 15:09	100
Benzene	ND		200		ug/L			03/24/17 15:09	100
1,2-Dichloroethane	ND		100		ug/L			03/24/17 15:09	100
Trichloroethene	ND		300		ug/L			03/24/17 15:09	100
Tetrachloroethene	ND		300		ug/L			03/24/17 15:09	100
Chlorobenzene	ND		200		ug/L			03/24/17 15:09	100

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	103		82 - 122		03/24/17 15:09	100
4-Bromofluorobenzene (Surr)	97		75 - 125		03/24/17 15:09	100
Dibromofluoromethane (Surr)	98		77 - 118		03/24/17 15:09	100
Trifluorotoluene (Surr)	94		80 - 141		03/24/17 15:09	100
1,2-Dichloroethane-d4 (Surr)	102		65 - 143		03/24/17 15:09	100

Lab Sample ID: LCS 580-241148/2-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Lab Control Sample

Prep Type: TCLP

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Vinyl chloride	1000	876		ug/L		88	56 - 114

TestAmerica Seattle

QC Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Method: 8260C - Volatile Organic Compounds by GC/MS (Continued)

Lab Sample ID: LCS 580-241148/2-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Lab Control Sample

Prep Type: TCLP

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
1,1-Dichloroethene	1000	927		ug/L		93	70 - 117
2-Butanone	5000	4750		ug/L		95	30 - 150
Chloroform	1000	1030		ug/L		103	80 - 119
Carbon tetrachloride	1000	976		ug/L		98	65 - 124
Benzene	1000	1060		ug/L		106	80 - 120
1,2-Dichloroethane	1000	967		ug/L		97	58 - 143
Trichloroethene	1000	935		ug/L		94	70 - 125
Tetrachloroethene	1000	1010		ug/L		101	70 - 124
Chlorobenzene	1000	1080		ug/L		108	80 - 120

Surrogate	LCS %Recovery	LCS Qualifier	Limits
Toluene-d8 (Surr)	104		82 - 122
4-Bromofluorobenzene (Surr)	99		75 - 125
Dibromofluoromethane (Surr)	100		77 - 118
Trifluorotoluene (Surr)	94		80 - 141
1,2-Dichloroethane-d4 (Surr)	100		65 - 143

Lab Sample ID: LCS 580-241250/2-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Lab Control Sample

Prep Type: TCLP

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Vinyl chloride	1000	825		ug/L		82	56 - 114
1,1-Dichloroethene	1000	949		ug/L		95	70 - 117
2-Butanone	5000	4940		ug/L		99	30 - 150
Chloroform	1000	1030		ug/L		103	80 - 119
Carbon tetrachloride	1000	980		ug/L		98	65 - 124
Benzene	1000	1060		ug/L		106	80 - 120
1,2-Dichloroethane	1000	1010		ug/L		101	58 - 143
Trichloroethene	1000	932		ug/L		93	70 - 125
Tetrachloroethene	1000	1030		ug/L		103	70 - 124
Chlorobenzene	1000	1080		ug/L		108	80 - 120

Surrogate	LCS %Recovery	LCS Qualifier	Limits
Toluene-d8 (Surr)	103		82 - 122
4-Bromofluorobenzene (Surr)	98		75 - 125
Dibromofluoromethane (Surr)	96		77 - 118
Trifluorotoluene (Surr)	94		80 - 141
1,2-Dichloroethane-d4 (Surr)	101		65 - 143

Lab Sample ID: LCSD 580-241148/3-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Lab Control Sample Dup

Prep Type: TCLP

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Vinyl chloride	1000	713		ug/L		71	56 - 114	21	23
1,1-Dichloroethene	1000	851		ug/L		85	70 - 117	9	21
2-Butanone	5000	4020		ug/L		80	30 - 150	17	35

TestAmerica Seattle

QC Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Method: 8260C - Volatile Organic Compounds by GC/MS (Continued)

Lab Sample ID: LCSD 580-241148/3-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Lab Control Sample Dup

Prep Type: TCLP

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Chloroform	1000	945		ug/L		94	80 - 119	9	15
Carbon tetrachloride	1000	873		ug/L		87	65 - 124	11	19
Benzene	1000	967		ug/L		97	80 - 120	9	14
1,2-Dichloroethane	1000	931		ug/L		93	58 - 143	4	17
Trichloroethene	1000	876		ug/L		88	70 - 125	7	23
Tetrachloroethene	1000	909		ug/L		91	70 - 124	10	20
Chlorobenzene	1000	987		ug/L		99	80 - 120	9	15

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
Toluene-d8 (Surr)	104		82 - 122
4-Bromofluorobenzene (Surr)	97		75 - 125
Dibromofluoromethane (Surr)	99		77 - 118
Trifluorotoluene (Surr)	93		80 - 141
1,2-Dichloroethane-d4 (Surr)	99		65 - 143

Lab Sample ID: LCSD 580-241250/3-A

Matrix: Solid

Analysis Batch: 241325

Client Sample ID: Lab Control Sample Dup

Prep Type: TCLP

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Vinyl chloride	1000	733		ug/L		73	56 - 114	12	23
1,1-Dichloroethene	1000	795		ug/L		79	70 - 117	18	21
2-Butanone	5000	4410		ug/L		88	30 - 150	11	35
Chloroform	1000	967		ug/L		97	80 - 119	6	15
Carbon tetrachloride	1000	871		ug/L		87	65 - 124	12	19
Benzene	1000	955		ug/L		96	80 - 120	10	14
1,2-Dichloroethane	1000	942		ug/L		94	58 - 143	7	17
Trichloroethene	1000	834		ug/L		83	70 - 125	11	23
Tetrachloroethene	1000	905		ug/L		91	70 - 124	12	20
Chlorobenzene	1000	976		ug/L		98	80 - 120	10	15

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
Toluene-d8 (Surr)	104		82 - 122
4-Bromofluorobenzene (Surr)	98		75 - 125
Dibromofluoromethane (Surr)	98		77 - 118
Trifluorotoluene (Surr)	93		80 - 141
1,2-Dichloroethane-d4 (Surr)	100		65 - 143

Lab Sample ID: MB 580-241342/1-A

Matrix: Solid

Analysis Batch: 241524

Client Sample ID: Method Blank

Prep Type: TCLP

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Vinyl chloride	ND		100		ug/L			03/28/17 15:14	100
1,1-Dichloroethene	ND		200		ug/L			03/28/17 15:14	100
2-Butanone	ND		2000		ug/L			03/28/17 15:14	100
Chloroform	ND		500		ug/L			03/28/17 15:14	100
Carbon tetrachloride	ND		300		ug/L			03/28/17 15:14	100

TestAmerica Seattle

QC Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Method: 8260C - Volatile Organic Compounds by GC/MS (Continued)

Lab Sample ID: MB 580-241342/1-A

Matrix: Solid

Analysis Batch: 241524

Client Sample ID: Method Blank

Prep Type: TCLP

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		200		ug/L			03/28/17 15:14	100
1,2-Dichloroethane	ND		100		ug/L			03/28/17 15:14	100
Trichloroethene	ND		300		ug/L			03/28/17 15:14	100
Tetrachloroethene	ND		300		ug/L			03/28/17 15:14	100
Chlorobenzene	ND		200		ug/L			03/28/17 15:14	100

Surrogate	MB %Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
Toluene-d8 (Surr)	101		82 - 122		03/28/17 15:14	100
4-Bromofluorobenzene (Surr)	103		75 - 125		03/28/17 15:14	100
Dibromofluoromethane (Surr)	99		77 - 118		03/28/17 15:14	100
Trifluorotoluene (Surr)	101		80 - 141		03/28/17 15:14	100
1,2-Dichloroethane-d4 (Surr)	99		65 - 143		03/28/17 15:14	100

Lab Sample ID: LCS 580-241342/2-A

Matrix: Solid

Analysis Batch: 241524

Client Sample ID: Lab Control Sample

Prep Type: TCLP

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
Vinyl chloride	1000	914		ug/L		91	56 - 114
1,1-Dichloroethene	1000	932		ug/L		93	70 - 117
2-Butanone	5000	4440		ug/L		89	30 - 150
Chloroform	1000	1050		ug/L		105	80 - 119
Carbon tetrachloride	1000	970		ug/L		97	65 - 124
Benzene	1000	1060		ug/L		106	80 - 120
1,2-Dichloroethane	1000	975		ug/L		98	58 - 143
Trichloroethene	1000	999		ug/L		100	70 - 125
Tetrachloroethene	1000	1030		ug/L		103	70 - 124
Chlorobenzene	1000	1060		ug/L		106	80 - 120

Surrogate	LCS %Recovery	LCS Qualifier	Limits
Toluene-d8 (Surr)	101		82 - 122
4-Bromofluorobenzene (Surr)	102		75 - 125
Dibromofluoromethane (Surr)	102		77 - 118
Trifluorotoluene (Surr)	101		80 - 141
1,2-Dichloroethane-d4 (Surr)	98		65 - 143

Lab Sample ID: LCSD 580-241342/3-A

Matrix: Solid

Analysis Batch: 241524

Client Sample ID: Lab Control Sample Dup

Prep Type: TCLP

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Vinyl chloride	1000	878		ug/L		88	56 - 114	4	23
1,1-Dichloroethene	1000	981		ug/L		98	70 - 117	5	21
2-Butanone	5000	4880		ug/L		98	30 - 150	9	35
Chloroform	1000	984		ug/L		98	80 - 119	7	15
Carbon tetrachloride	1000	948		ug/L		95	65 - 124	2	19
Benzene	1000	986		ug/L		99	80 - 120	7	14
1,2-Dichloroethane	1000	966		ug/L		97	58 - 143	1	17

TestAmerica Seattle

QC Sample Results

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Method: 8260C - Volatile Organic Compounds by GC/MS (Continued)

Lab Sample ID: LCSD 580-241342/3-A

Matrix: Solid

Analysis Batch: 241524

Client Sample ID: Lab Control Sample Dup

Prep Type: TCLP

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	D	%Rec	%Rec. Limits	RPD	RPD Limit
Trichloroethene	1000	946		ug/L		95	70 - 125	5	23
Tetrachloroethene	1000	990		ug/L		99	70 - 124	4	20
Chlorobenzene	1000	1000		ug/L		100	80 - 120	6	15

Surrogate	LCSD %Recovery	LCSD Qualifier	Limits
Toluene-d8 (Surr)	100		82 - 122
4-Bromofluorobenzene (Surr)	102		75 - 125
Dibromofluoromethane (Surr)	100		77 - 118
Trifluorotoluene (Surr)	100		80 - 141
1,2-Dichloroethane-d4 (Surr)	97		65 - 143

Lab Chronicle

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806212 Top

Date Collected: 03/16/17 10:10

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-1

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241148	03/22/17 16:14	R1K	TAL SEA
TCLP	Analysis	8260C		100	241325	03/24/17 18:19	TL1	TAL SEA

Client Sample ID: 7806212 Bottom

Date Collected: 03/16/17 10:10

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-2

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241148	03/22/17 16:14	R1K	TAL SEA
TCLP	Analysis	8260C		100	241325	03/24/17 18:46	TL1	TAL SEA

Client Sample ID: 7806221 Top

Date Collected: 03/16/17 10:20

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-3

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241148	03/22/17 16:14	R1K	TAL SEA
TCLP	Analysis	8260C		100	241325	03/24/17 19:13	TL1	TAL SEA

Client Sample ID: 7806221 Bottom

Date Collected: 03/16/17 10:20

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-4

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241250	03/23/17 15:21	R1K	TAL SEA
TCLP	Analysis	8260C		100	241325	03/24/17 19:40	TL1	TAL SEA

Client Sample ID: 7806222 Bottom

Date Collected: 03/16/17 10:30

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-5

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241250	03/23/17 15:21	R1K	TAL SEA
TCLP	Analysis	8260C		100	241325	03/24/17 20:07	TL1	TAL SEA

Client Sample ID: 7806222 Top

Date Collected: 03/16/17 10:30

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-6

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241250	03/23/17 15:21	R1K	TAL SEA
TCLP	Analysis	8260C		100	241325	03/24/17 20:34	TL1	TAL SEA

TestAmerica Seattle

Lab Chronicle

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Client Sample ID: 7806213 Bottom

Date Collected: 03/16/17 10:15

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-7

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241342	03/24/17 14:19	R1K	TAL SEA
TCLP	Analysis	8260C		100	241524	03/28/17 17:57	CJ	TAL SEA

Client Sample ID: 7806213 Top

Date Collected: 03/16/17 10:15

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-8

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241342	03/24/17 14:19	R1K	TAL SEA
TCLP	Analysis	8260C		100	241524	03/28/17 18:23	CJ	TAL SEA

Client Sample ID: 7806211 Bottom

Date Collected: 03/16/17 10:00

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-9

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241342	03/24/17 14:19	R1K	TAL SEA
TCLP	Analysis	8260C		100	241524	03/28/17 18:50	CJ	TAL SEA

Client Sample ID: 7806211 Top

Date Collected: 03/16/17 10:00

Date Received: 03/17/17 12:58

Lab Sample ID: 580-66819-10

Matrix: Solid

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
TCLP	Leach	1311			241342	03/24/17 14:19	R1K	TAL SEA
TCLP	Analysis	8260C		100	241524	03/28/17 19:17	CJ	TAL SEA

Laboratory References:

TAL SEA = TestAmerica Seattle, 5755 8th Street East, Tacoma, WA 98424, TEL (253)922-2310

Certification Summary

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Laboratory: TestAmerica Seattle

All certifications held by this laboratory are listed. Not all certifications are applicable to this report.

Authority	Program	EPA Region	Certification ID	Expiration Date
Alaska (UST)	State Program	10	UST-022	03-02-18
California	State Program	9	2901	01-31-18
L-A-B	DoD ELAP		L2236	01-19-19
L-A-B	ISO/IEC 17025		L2236	01-19-19
Montana (UST)	State Program	8	N/A	04-30-20
Oregon	NELAP	10	WA100007	11-05-17
US Fish & Wildlife	Federal		LE058448-0	10-31-17
USDA	Federal		P330-14-00126	04-08-17
Washington	State Program	10	C553	02-17-18

Laboratory: TestAmerica Portland

All certifications held by this laboratory are listed. Not all certifications are applicable to this report.

Authority	Program	EPA Region	Certification ID	Expiration Date
USDA	Federal		P330-11-00092	04-17-17


Sample Summary

Client: Clackamas Water Environmental Services
Project/Site: 8260 TCLP

TestAmerica Job ID: 580-66819-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
580-66819-1	7806212 Top	Solid	03/16/17 10:10	03/17/17 12:58
580-66819-2	7806212 Bottom	Solid	03/16/17 10:10	03/17/17 12:58
580-66819-3	7806221 Top	Solid	03/16/17 10:20	03/17/17 12:58
580-66819-4	7806221 Bottom	Solid	03/16/17 10:20	03/17/17 12:58
580-66819-5	7806222 Bottom	Solid	03/16/17 10:30	03/17/17 12:58
580-66819-6	7806222 Top	Solid	03/16/17 10:30	03/17/17 12:58
580-66819-7	7806213 Bottom	Solid	03/16/17 10:15	03/17/17 12:58
580-66819-8	7806213 Top	Solid	03/16/17 10:15	03/17/17 12:58
580-66819-9	7806211 Bottom	Solid	03/16/17 10:00	03/17/17 12:58
580-66819-10	7806211 Top	Solid	03/16/17 10:00	03/17/17 12:58

Chain of Custody Record

Client Information Client Contact: Eric Becker Phone: _____ E-Mail: cathy.gamble@testamericainc.com		Lab PM: Gamble, Cathy L E-Mail: cathy.gamble@testamericainc.com		Carrier Tracking No(s): 250-17125-2296.1		COC No: 250-17125-2296.1			
Company: Clackamas Water Environmental Services Address: 15941 S Angas Ave City: Oregon City State, Zip: OR, 97045 Phone: 503-577-2868(Tel) Email: ebecker@co.clackamas.or.us Project Name: 8260 TCLP Site: TRI CITY		Due Date Requested: TAT Requested (days): PO #: Purchase Order not required WO #: W01192 Project #: 25000630 SSOW#:		Analysis Requested  580-66819 Chain of Custody		Preservation Codes: A - HCL B - NaOH C - Zn Acetate D - Nitric Acid E - NaHSO4 F - MeOH G - Anchlor H - Ascorbic Acid I - Ice J - DI Water K - EDTA L - EDA Other: M - Hexane N - None O - AsNaO2 P - Na2O4S Q - Na2SO3 R - Na2SO4 S - H2SO4 T - TSP Dodecahydrate U - Acetone V - NCAAA W - pH 4-5 Z - other (specify)			
Sample Identification	Sample Date	Sample Time	Sample Type (C=comp, G=grab)	Matrix (W=water, S=solid, O=other, A=air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	8260C - RCRA list Volatiles	Total Number of Containers	Special Instructions/Note:
7806212 TOP	3.16.17	10:10	G	Solid	✓	✓	✓	1	Carbon
7806212 Bottom	3.16.17	10:10	G	Solid	✓	✓	✓	1	
7806221 TOP	3.16.17	10:20	G	Solid	✓	✓	✓	1	
7806221 Bottom	3.16.17	10:20	G	Solid	✓	✓	✓	1	
7806222 Bottom	3.16.17	10:30	G	Solid	✓	✓	✓	1	
7806222 TOP	3.16.17	10:30	G	Solid	✓	✓	✓	1	
7806213 Bottom	3.16.17	10:15	G	Solid	✓	✓	✓	1	
7806213 TOP	3.16.17	10:15	G	Solid	✓	✓	✓	1	
7806211 Bottom	3.16.17	10:00	G	Solid	✓	✓	✓	1	
7806211 TOP	3.16.17	10:00	G	Solid	✓	✓	✓	1	

Possible Hazard Identification
☐ Non-Hazard ☐ Flammable ☐ Skin Irritant ☐ Poison B ☒ Unknown ☐ Radiological
 Deliverable Requested: I, II, III, IV, Other (specify) _____

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☒ Disposal By Lab ☐ Archive For _____ Months
 Special Instructions/QC Requirements: _____

Empty Kit Relinquished by:	Date:	Time:	Method of Shipment:
Relinquished by: MY	3/16/17	10:38	Company: WES
Relinquished by: [Signature]	3/17/17	11:20	Company: WES
Relinquished by: [Signature]	3/17/17	12:00	Company: M.G.

Custody Seal Intact: ☒ Yes ☐ No
 Cooler Temperature(s) °C and Other Remarks: 12

Login Sample Receipt Checklist

Client: Clackamas Water Environmental Services

Job Number: 580-66819-1

Login Number: 66819

List Number: 1

Creator: O'Connell, Jason I

List Source: TestAmerica Seattle

Question	Answer	Comment
Radioactivity wasn't checked or is \leq background as measured by a survey meter.	True	
The cooler's custody seal, if present, is intact.	True	
Sample custody seals, if present, are intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the containers received and the COC.	True	
Samples are received within Holding Time (excluding tests with immediate HTs)	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
Containers requiring zero headspace have no headspace or bubble is $<6\text{mm}$ (1/4").	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Residual Chlorine Checked.	N/A	



SAMPLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between _____ ("Contractor"), and the Tri-City Service District, a political subdivisions of the State of Oregon ("District") for the purposes of providing carbon replacement for the Tri-City Wastewater Resource Recovery Facility.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2017. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFQ #2017-49 issued June xx, 2017, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's quote attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Dan Strong.

III. COMPENSATION

1. **PAYMENT.** The District agrees to compensate the Contractor on a [fixed fee or time and material] basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$ _____ and the total Contract compensation shall not exceed \$ _____
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: ☐ Yes ☒ No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the District's Representative at: danstro@clackamas.us.

IV. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of _____

three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused

by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, Clackamas County, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

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

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and

employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

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

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

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

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from

copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the

event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the

Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

XXXX

Tri-City Service District

Authorized Signature Date

Gregory L. Geist, Director Date

Name / Title (Printed

Telephone Number

Approved as to Form:

Oregon Business Registry #

County Counsel Date

Entity Type / State of Formation

ATTACHMENT A
RFQ

ATTACHMENT B
CONTRACTOR'S QUOTE