



411 NE Avery St. Ste. B – Newport, OR 97365 – P: 541.265.2631

## WATER QUALITY SAMPLING AGREEMENT

The following contract is made between **Lincoln Soil and Water Conservation District** (hereinafter referred to as "DISTRICT"), and the **City of Newport** (hereinafter referred to as "CITY").

- 1. TERM:** This contract agreement shall become effective concurrent with the date of the last signature. This is known as the contract execution date. No work shall be performed prior to the contract execution date. The contract agreement shall expire, unless otherwise terminated or extended, on December 31, 2020.
- 2. WORK TIME LIMIT:** The project requires a commitment of two consecutive days for sample collection and sample analysis. Samples will be collected and prepared on Day 1 and analyzed on Day 2
- 3. PROJECT LOCATION:** Water samples are taken from up to twenty locations in Newport, OR.
- 4. PERFORMANCE:** All services shall be performed in the most highly professional manner, and in accordance with the utmost industry standards. The DISTRICT shall follow the protocol established by the CITY. Failure to meet the performance requirements of the contract shall constitute breach of contract agreement.

The CITY, by written notice to the DISTRICT, may cancel the whole or any part of the contract agreement:

- A. If DISTRICT fails to provide the services required by the contract agreement; and
- B. If DISTRICT, after receipt of written notice from the CITY, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or specified in the contract agreement.

- 5. SCOPE OF WORK:** The DISTRICT, in consideration of the sums to be paid to it by the CITY, agrees to do the following work:

The CITY shall provide all sampling and laboratory equipment and access to a laboratory facility. The DISTRICT shall provide labor, vehicle, fuel, and management necessary to complete the water quality analysis.

- 6. PAYMENT:** The DISTRICT will submit bi-monthly itemized invoices to the CITY:

City of Newport – Public Works Dept  
Attn: Olaf Sweetman  
169 SW Coast Hwy  
Newport, OR 97365

The itemized invoice on DISTRICT letterhead will be broken down by week and will include hours and mileage.

The following is an estimate of monthly contracted work by the DISTRICT

Item	Unit	Quantity (hrs)	Unit Price (\$/hr)	Total Item Price (Quantity x Unit Price)
<b>DAY 1: 10 hours</b>				
Field work	hours	8	\$35	\$280.00
Sample preparation	hours	2	\$35	\$70.00
Mileage	miles	8	\$0.58	\$4.64
<b>DAY 2: 3.5 hours</b>				
Drive time	hours	.5	\$35	\$17.50
Sample preparation	hours	1	\$35	\$35.00
Sample analysis	hours	1	\$35	\$35.00
Data entry	hours	1	\$35	\$35.00
Mileage	miles	8	\$0.58	\$4.64

<b>Monthly Sub Total Field + Lab Work =</b>	<b>\$482.00</b>
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**Additional Expenses**

<b>MONTHLY</b>				
Compile monthly report	hours	2	35	\$70.00
Planning meetings	hours	2	35	\$70.00
<b>Sub Total =</b>				<b>\$140.00</b>

Scope of Work	Sub Monthly Total	Project Length (October 2019 – December 2020)	Total for Activities to be completed by 12/30/20
Field and Lab Monthly Activities	\$482.00	14 months	\$6,748.00
Reporting and Planning Monthly Activities	\$140	14 months	\$1,960.00
<b>Total</b>			<b>\$8,708.00</b>

Upon receipt of itemized invoice, the project manager will inspect and sign off on the work done to authorize payment to the DISTRICT. The CITY has up to 30 days to send out payment. It is up to DISTRICT to insure that CITY has the appropriate mailing address on file.

**8. INDEMNITY:** The DISTRICT agrees to defend, hold harmless and indemnify the CITY, its officers, employees, board members, and agents from any and all liability, damages, costs, expenses, and attorney fees arising out of the DISTRICT's negligence while engaged in the activities arising out of this contract agreement.

IN WITNESS WHEREOF, CONTRACTOR and LSWCD have executed this Contract

**City of Newport :**

Spencer R. Nobel City Manager  
Name (Print) Title

[Signature] 10-16-19  
Signature Date

169 SW Coast Highway  
Address

Newport, OR 97365  
City/State/Zip Code

541-574-0603  
Phone Email

**Lincoln Soil and Water Conservation District:**

Emily-Bell Dinan Conservation Program Coordinator  
Name (Print) Staff Title

[Signature] 10/04/19  
Signature Date

Tanya Graham Fiscal Manager  
Name (Print) Staff Title

[Signature] 10-8-19  
Signature Date

Lincoln Soil and Water Conservation District  
411 NE Avery St. Ste. B (Physical)  
PO Box 742, South Beach, OR 97366 (Mailing)  
(541) 265-2631 [emily-bell@lincolnswcd.org](mailto:emily-bell@lincolnswcd.org)