PERSONAL SERVICES CONTRACT

This contract is between Washington County, a political subdivision of the State of Oregon ("County"), and, Environmental Management Consulting ("Contractor").

County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

1.1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor.

1.2. Services performed by Contractor shall be performed in comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as Contractor.

SECTION 2 - CONSIDERATION

2.1. Contractor shall perform the services described in Attachment A, in consideration for which County agrees to pay for the services in the manner as further described in this contract.

2.2. The maximum amount payable under this contract is $125,000.00; unless otherwise amended. Contractor bears the risk of non-payment for services in excess of the amount stated above without prior County approval; but County reserves the right to ratify and pay for such services in its sole discretion.

2.3. If applicable, payments based upon hourly rates or other measurements and provisions for travel expenses are set forth and identified in Attachment A.

2.4. Unless otherwise stated in Attachment A, the payment terms are thirty days after invoice approval by the County Contract Administrator.

SECTION 3 - CONTRACT TERM

3.1. The effective date is: 02/26/2013, or upon final signature, whichever is later.

3.2. The expiration date is: 12/31/2013, unless otherwise amended.

3.3. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.
SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

4.1. The following documents are incorporated into this contract:

☐ solicitation # _____.

☐ Contractor’s response dated: _____.

☒ Washington County Standard Contract Terms and Conditions.

4.2. The following Attachments are incorporated into and made a part of this contract:

☒ Attachment A - Statement of Work/Schedule/Payment Terms

☐ Attachment B - Modifications to Standard Contract Terms and Conditions

☐ Attachment C - Modifications to Standard Insurance Requirements

☐ Attachment D - Federal Certifications

☐ Attachment E - Specific Program Requirements

☐ Attachment F - Business Associate Agreement

☐ Other _____.

4.3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Standard Contract Terms and Conditions as modified by Attachment A, Attachment B, Attachment C, Attachment D, and Attachment E; the solicitation; and Contractor’s response.

SECTION 5 - COUNTY CONTRACT ADMINISTRATOR

Name: Theresa Koppang
Mail Stop: Mail Stop 5
Address: 155 North First Avenue, Suite 160
         Hillsboro, OR 97124
Telephone: (503) 846-3663
E-Mail: theresa_koppang@co.washington.or.us
SECTION 6 - SIGNATURES

CONTRACTOR:

By my signature below, I certify that I am authorized to execute this contract on behalf of Contractor.

Signature: [Signature]  
Date: 2/20/2013

Name (Printed): THOMAS R. CARD  
Title: Owner

Business Name or DBA (Check Payable to): Environmental Management Consulting

Address: 7115 29TH Way SE, Enumclaw, WA 98022
E-Mail: tracd@earthlink.net  
Fax Number: 360 802 5541

Contractor Contact Person:

Name: THOMAS R. CARD  
Telephone: 360 802 5541
Address: 7115 29TH Way SE, Enumclaw, WA 98022
E-Mail: tracd@earthlink.net

COUNTY:

Signature: [Signature]  
Date: 02/20/13

Printed Name: Andy Duyck  
Title: Chairman Board of Commissioners

Recorded Secretary: [Signature]  
(For use with Board Items)  
Minute Order #: 13-43

Page 3 of 16 - PERSONAL SERVICES CONTRACT  
Revised 2/15/12
STANDARD CONTRACT TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** 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, without the prior written consent of County. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.

2. **Third Party Beneficiaries.** County 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.

3. **Written Notice.** Any notice of change, termination, or other communication having a material effect on this contract shall be upon the County Contract Administrator and the Contractor Contact Person and served in one of the following manners: a) In-person delivery; or b) deposited in the U.S. Mail under certified or registered handling, postage prepaid. Except as provided in this contract, it is agreed that fifteen calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

4. **Governing Law/Venue/Attorney Fees.** This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The prevailing party in a Claim shall be entitled to reasonable attorney fees and costs as awarded by the court, including any appeal.

5. **Remedies Cumulative.** All rights and remedies of County and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

6. **Severability/Waiver.** County and Contractor agree that, if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this contract shall not constitute a waiver by that party of that or any other provision of this contract.

7. **Public Contracting Statutes.**

7.1 ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference.
7.2 The Contractor agrees to:
   a. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
   b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
   c. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
   d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8. Independent Contractor.

8.1 Contractor shall perform the work required by this contract as an “Independent Contractor.” Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor’s performance. The Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

8.2 Contractor represents and warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, meets the specific independent Contractor standards of ORS 670.600, and is not an “officer”, “employee”, or “agent” of the County, as those terms are used in ORS 30.260 et. seq.

8.3 Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits from compensation or payments paid to Contractor under this contract.

8.4 Contractor agrees to immediately provide County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without County’s written consent, any obligation of Contractor to indemnify County for any actions under this contract.

9. Environmentally Preferred Products/Material Safety Data Sheets. Whenever possible, the Contractor should use environmentally preferable products which present a lesser impact to the public health and the environment than competing products. Contractor agrees, upon execution of this contract, to submit a copy of the relevant material safety data sheet(s) for any chemical substance the Contractor will bring on to the County’s premises and use as part of the work described in this contract.

10. Nondiscrimination. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

11. Termination.

11.1 This contract may be terminated under the following conditions:

   a. By mutual consent of both parties.
b. Contractor may terminate this contract upon a material default of County; however, Contractor must provide written notice to the County Contract Administrator and provide County with thirty days to cure the default.

c. County may at any time terminate, the whole or any part of, this contract for default if Contractor fails to perform any of the 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 written notice from the County, fails to correct such failures within seven calendar days or such other period as the County may authorize or require.

11.2 Upon receiving a notice of termination issued by County, Contractor shall immediately cease all activities under this contract, unless expressly directed otherwise by County in the notice of termination.

11.3 In the event the Board of Commissioners of Washington County reduces, changes, eliminates, or otherwise modifies the funding for this contract, or if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, then County may terminate this contract, in whole or in part, effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, and Contractor agrees to abide by any such decision.

11.4 In addition to its other rights to terminate, County may terminate this Agreement in whole or in part upon thirty days' prior notice to Contractor when it is determined to be in the best interests of County. During this thirty-day period, Contractor shall wind down and cease its services as quickly and efficiently as possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

11.5 The rights and remedies of the County provided in this section, are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11.6 If this Agreement is terminated under subsections 11.3 or 11.4, County shall be liable only for payment in accordance with the terms of this contract for services satisfactorily rendered prior to the effective date of termination.

11.7 Upon termination, Contractor shall deliver to County all contract documents, information, works-in-progress, and other property that are or would be deliverables had the contract been completed.

12. **Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this contract.

13. **Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

14. **Compliance with Applicable Law.** Contractor and its subcontractor(s) shall comply with all federal, state, and local laws and ordinances applicable to the work performed under this contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
15. **Contractor Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters.** The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;

15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;

15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

15.5 Are on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: [http://www.treas.gov/offices/enforcement/ofac/sdn/](http://www.treas.gov/offices/enforcement/ofac/sdn/)

16. **Oregon Registration.** If 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 Corporation Division all information required by those agencies relative to this contract.

17. **Use of County Facilities.** Contractor and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this contract and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors or agents which may be stored on County premises.

18. **Publicity.** Contractor shall not use in its external advertising, marketing programs or other promotional efforts, any data, pictures, or other representations of the County except on prior specific written authorization from County management.

19. **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the contract, (b) the contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and (c) Contractor's performance under the contract shall be in a good and workmanlike manner and in accordance with the professional standards.

21. **Records.** Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document Contractor's performance hereunder. Contractor acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to
this contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of the County to perform site reviews for all Services Delivered by Contractor. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three years, except as required longer by 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. All subcontracts shall also comply with these provisions.

22. **Work Product.** All work products of the Contractor which result from this contract ("the work products"), except material previously and mutually identified as confidential or proprietary, shall be provided to County upon request and shall be considered the exclusive property of the County. In addition, if any of the work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor hereby grants County a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use and re-use, in whole or in part, and to authorize others to do so. Such work products include, but are not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially created key commands, and any other information, designs, plans, or works provided or delivered to the County or produced by Contractor under this contract.

23. **County Policies.** During the performance of this contract, Contractor shall follow County’s Affirmative Action Program which is to promote the objectives of the Equal Opportunity Commission’s guidelines as set forth in the Equal Opportunity Act of 1972, Oregon State Laws, legal mandates, and Presidential Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in Department of Labor Regulation 41 CFR part 60. Contractor shall also follow the County Harassment Free and Violence in the Workplace Policies. All subcontracts shall also comply with these provisions.

24. **Indemnification and Hold Harmless.** Contractor shall defend, indemnify and hold harmless the County, its agents, officers, elected officials and employees from and against all claims, demands and judgments (including attorney fees) made or recovered against them including, but not limited to, damages to real or tangible property or for bodily injury or death to any person, arising out of, or in connection with this contract, to the extent such damage, injury or death is caused or sustained in connection with the negligent performance or willful misconduct of Contractor, or its employee, agents or subcontractors. The County agrees to promptly notify Contractor in writing of any such claim or demand to indemnify and agrees to cooperate with Contractor in a reasonable manner to facilitate the defense of such claim.

25. **Insurance.** Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance or retentions carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers Compensation and Automobile Liability coverage.

25.1 **Workers’ Compensation Insurance.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers. No Workers’ Compensation Insurance has been or will be obtained by the County for Contractor or Contractor’s employees and subcontractors. Contractor shall provide and maintain workers’ compensation coverage for its employees, officers, agents or partners as required by applicable workers’ compensation laws including employers’ liability with limits not less than $500,000/$500,000/$500,000.

25.2 **Commercial General Liability Insurance.** Contractor shall at all times carry a Commercial General Liability insurance policy for at least $1,000,000 combined single limit per occurrence and at least $2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and
Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract.

25.3 **Automobile Liability Insurance.** Contractor shall at all times carry Automobile Liability Insurance in the amount of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Contractor's vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

25.4 **Professional Liability/Errors and Omissions Insurance.** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than $1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and $2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by Washington County prior to commencement of the Work.

25.5 **Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of this contract.

25.6 **Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed $25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

25.7 **Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

25.8 **Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of the work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

25.9 **Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the County.

26. **Survival.** The terms, conditions, representations, and all warranties contained in this contract shall survive the termination or expiration of this contract.

27. **Amendment.** This contract may only be amended by a written amendment signed by authorized agents of both parties.
28. **Whole Contract.** THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT.

29. **Protecting the Federal Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.** The Federal Government suspends or debars Contractors to protect the Federal Government's interests. The Contractor shall not enter into any subcontract in excess of $25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed $25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government. A corporate officer or a designee of the Contractor shall notify the Contract Administrator, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment.

30. **Security of Information**
30.1 The County is required to notify its customers if any electronically stored information or written document that contains personal information has been subject to a security breach. Any Contractor of the County who becomes aware of any potential breach of a document or electronic file containing personal information of client of the County will immediately notify the Contract Administrator, who will work with the County Public Information Officer to notify the affected persons. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

30.2 No County Contractor will print a person’s full Social Security Number (SSN) on any document that will be sent through the mail, without a written request from the person whose SSN will be printed on the document, except as required by law. The Contractor will use only the last 4 digits of a SSN on all documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, the Contractor will take steps to protect the document from unauthorized disclosure. Contractors will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. The Contractor may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Contractor will publicly post or display a document containing a full SSN.

30.3 Any County Contractor that collects personal information must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of the information. Employees of the Contractor with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring who has access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Contractors must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. The Contractor will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
31. **Performance Standards; Remedies.** The Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services. The consequences of the Contractor’s failure to perform the scope of work or to meet the performance standards established by this contract may include, but are not limited to:

a. Reducing or withholding payment;
b. Requiring the Contractor to perform, at the Contractor’s expense, additional work necessary to perform the identified scope of work or meet the established performance standards; and
c. Declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.
ATTACHMENT A

SCOPE OF WORK

Background and Summary
This project is intended to review existing odor data and gather new data, using the best scientific methods available today and to provide an unbiased assessment of the odors generated at the Nature’s Needs Compost Facility, operated by Recology Oregon Compost, Inc., and its associated impacts in the neighboring community. Both the existing data, and the data gathered during this project, will be presented in a report intended to be used as a decision support document for public officials. This report will also include a discussion of the relative performance of the Nature’s Needs facility as compared to other composting facilities, as well as a discussion of past precedents for communities establishing odor standards. The project is planned to be completed no later than the 16th of December, 2013.

This project scope provides for four (4) workshops to discuss findings and receive project direction. All contact with the public by project staff will be under the direction and supervision of Washington County. Any deviation from this scope of work must be approved by Washington County.

The scope includes two (2) on-site sampling events including some on-site ambient monitoring and six (6) ambient sampling events. Each on-site sampling event will include a simultaneous ambient sampling event. It is anticipated that the Washington County staff and the City of North Plains staff will also generate validated Nasal Ranger® observations during this project. This data will be analyzed and compiled into the final report.

The project will be managed by Thomas R. Card, an internationally recognized odor expert. Mr. Card has written nine books on odor and air emissions from waste treatment facilities. Mr. Card will use two subcontractors. The first will be Mr. Chuck McGinley, the Technical Director for St. Croix Sensory. Mr. McGinley is the developer of the Nasal Ranger® field scentometer. Mr. McGinley will lead the ambient odor sampling effort. The second will be Dr. Charles Schmidt. Dr. Schmidt developed the Surface Isolation Emission Flux Chamber technology for the U.S. Environmental Protection Agency (USEPA) and is now an independent consultant. Dr. Schmidt will lead the on-site sampling activities. All on-site sampling will be in conformance with current regulatory standards for sampling composting facilities.

Scope
The following Tasks and Work Elements are included in this project.

Task 1 – Review of Existing Data
Both Washington County and Recology Oregon Compost, Inc. (Recology), operator of the Nature’s Needs Compost Facility have generated a large body of odor observation data. This task will focus on compiling, validating, and summarizing that data.

1.1 Public Odor Complaints/Observations
Odor complaint logs and odor observations will be retrieved, compiled, and summarized. This data will be used to define potential odor ‘hot spots’ to focus the off-site ambient odor observations. Note:
Using complaint logs will identify complainant locations, but may not identify odors that may occur off-site where no complaints are filed.

1.2 Nature's Needs Self Monitoring
The Recology self-monitoring data will be retrieved, compiled, validated, and summarized. The methodology used by Recology to generate this data will be validated by Tom Card and Chuck McGinley.

Task 2 – Sampling Event 1
This will be the largest and most comprehensive sampling event. The intent is to sample every credible source with the anticipation that future events will be able to focus on substantially fewer sources. This sampling event will include source measurements combined with simultaneous ambient monitoring.

2.1 Prepare Sampling Plan
Every sampling event will be preceded by a detailed sampling plan. This plan will be available for review two weeks prior to any sampling event.

2.2 Provide Two (2) Nasal Rangers
In order to allow for Washington County and North Plains participation, and more comprehensive and scientifically defensible field data, two Nasal Ranger® scentometers will be provided. The two Nasal Rangers will be supplied with the accessories recommended by St. Croix Sensory.

2.3 Sampling Event
This sampling event will include the following components:
1. A public meeting to discuss the project and inform the interested public of the project schedule and the importance of notifying the project team if any offsite odor is observed during a sampling event.
2. A Nasal Ranger® training session intended for 10 or fewer participants. Attendees of the training session will receive certification of Nasal Ranger® competence. Washington County will provide the venue and have final approval of the 10 participants.
3. Two (2) days of intense ambient monitoring by Mr. Chuck McGinley. A cell phone number will be made available for North Plains residents to call and report odor observations to Mr. McGinley during this two (2) day ambient odor monitoring event.
4. Two (2) days of on-site sampling resulting in the sampling of 24 identified locations of possible odor generation. In addition, resources will be available to sample an additional four (4) locations, if the sampling team identifies additional possible odor sources during the sampling event. Four (4) QA/QC samples (blanks and replicates) will be taken during this event. All odor samples will be analyzed by St. Croix Sensory per EN 13725. Advective sources (biofilters) will have flow measurements completed using helium traced sweep air analyzed per ASTM D1946 by Environmental Analytical Services in San Luis Obispo, CA. Washington County and North Plains staff may observe the on-site sampling subject to constraints required by the site owner.
5. On-site ambient odor monitoring will also be conducted on the same days as the source sampling described in #4.
6. An event report will be prepared immediately after sampling identifying any exceptions that were made to the original planned sampling event.

2.4 Prepare Report
Within four (4) weeks of the sampling event, a comprehensive report will be prepared that summarizes the results of the sampling event. The results of the on-site sampling will be used along with USEPA
SCREEN3 dispersion modeling to show the maximum extent of odor impacts that may result based on the measured on-site odor emissions.

2.5 Conduct Workshop
A summary of the sampling event along with the results will be presented in a workshop setting. The workshop will inform participants on project progress and intermediate results as well as provide feedback as to possible refinement of project direction.

2.6 Additional Ambient Monitoring
During the workshop visit additional ambient monitoring will be conducted by Mr. Card. A cell phone number will be made available for North Plains residents to call and report odor observations to Mr. Card during this ambient odor monitoring event.

Task 3 – Sampling Event 2
This will be a more focused sampling event, sampling only the most significant sources identified in Event 1. This sampling event will include source measurements combined with simultaneous ambient monitoring. This event is intended to occur in June 2013 and will be used to evaluate the compost site after operational modifications required to be in place by April 1, 2013.

3.1 Prepare Sampling Plan
This plan will be available for review two weeks prior to any sampling event.

3.2 Sampling Event
This sampling event will include the following components:

1. Two (2) days of intense ambient monitoring by Mr. Chuck McGinley. A cell phone number will be made available for North Plains residents to call and report odor observations to Mr. McGinley during this two (2) day ambient odor monitoring event.

2. One (1) day of on-site sampling resulting in the sampling of 14 identified locations of possible odor generation. Two (2) QA/QC samples (blanks and replicates) will be taken during this event. All odor samples will be analyzed by St. Croix Sensory per EN 13725. Advective sources (biofilters) will have flow measurements completed using helium traced sweep air analyzed per ASTM D1946 by Environmental Analytical Services in San Luis Obispo, CA. Washington County and North Plains staff may observe the on-site sampling subject to constraints required by the site owner.

3. On-site ambient odor monitoring will also be conducted on the same day as the source sampling described in #2.

4. An event report will be prepared immediately after sampling identifying any exceptions that were made to the original planned sampling event.

3.3 Prepare Report
Within four (4) weeks of the sampling event, a comprehensive report will be prepared that summarizes the results of the sampling event. The results of the on-site sampling will be used along with USEPA SCREEN3 dispersion modeling to show the maximum extent of odor impacts that may result based on the measured on-site odor emissions.

3.4 Conduct Workshop
A summary of the sampling event along with the results will be presented in a workshop setting. The workshop will inform participants on project progress and intermediate results as well as provide feedback as to possible refinement of project direction.
3.5 Additional Ambient Monitoring
During the workshop visit additional ambient monitoring will be conducted by Mr. Card. A cell phone number will be made available for North Plains residents to call and report odor observations to Mr. Card during this ambient odor monitoring event.

Task 4 – Sampling Event 3
This sampling event will only include ambient sampling. It will provide observations of the off-site conditions in the summer of 2013 during the anticipated maximum odor generation conditions (hottest weather) at the site.

4.1 Prepare Sampling Plan
This plan will be available for review two weeks prior to any sampling event.

4.2 Sampling Event
The sampling event will include the following components:
1. Three (3) days of intense ambient monitoring by Mr. Card. A cell phone number will be made available for North Plains residents to call and report odor observations to Mr. Card during this three (3) day ambient odor monitoring event.
2. An event report will be prepared immediately after sampling identifying any exceptions that were made to the original planned sampling Event 4.

4.3 Prepare Report
Within two (2) weeks of the sampling event, a comprehensive report will be prepared that summarizes the results of the sampling event.

4.4 Conduct Workshop
A summary of the sampling event along with the results will be presented in a workshop setting. The workshop will inform participants on project progress and intermediate results as well as provide feedback as to possible refinement of project direction.

4.5 Additional Ambient Monitoring
During the workshop visit additional ambient monitoring will be conducted by Mr. Card. A cell phone number will be made available for North Plains residents to call and report odor observations to Mr. Card during this ambient odor monitoring event.

Task 5 – Greenhouse Gas Emissions
Analysis will be conducted for methane (CH4) and carbon dioxide (CO2) emissions at the Nature’s Needs site. While these gases do not typically contribute to odor, there is interest in these levels from an environmental perspective. The results of this analysis will be included in the final report. The data will be in a format that is understandable to the lay person.

Task 6 Final Report
A final report will be provided that documents the entire project. All project deliverables will be attached to the report as appendices. The report will summarize each sampling event, activities, and results. Atmospheric dispersion modeling results using USEPA SCREEN3 models will be provided that will show the maximum possible impact areas under a variety of meteorological conditions. The ambient sampling results will be presented graphically with the dispersion model prediction overlain to quantify the agreement between observed and predicted impacts.
The operation and odor emission rates of the Nature’s Needs site will be discussed and compared with other specific sites as well as standard industry practices.

A discussion of the methodologies used to develop community odor standards will be presented, along with an overview of the historical results. Example odor standards from other communities will be presented with context provided as to how their circumstances compare to the Nature’s Needs site.

The draft report will be submitted on November 1, 2013. After two (2) weeks of review, review comments will be incorporated and the final report will be issued prior to December 1, 2013.

Tom Card will be available to present findings to the Washington County Board of Commissioners in December 2013, specific date to be determined.

Additional Termination Provision
Notwithstanding any other term or provision of this Agreement, if at any time during the term of this contract, the Washington County Board of Commissioners removes the authorization for the Nature’s Needs Compost Facility to accept residential Type 3 feedstock, this contract will terminate immediately. In the event the contract is terminated under this provision, Contractor shall be paid for all work completed prior to termination.

Payment Terms
Contractor will render a monthly billing for fees expended during the month. Contractor fees are based on the completion of project tasks and associated costs incurred in the invoiced month. Table 1 provides the project costs to complete this scope of work. Invoice for payment shall include a line item of completed tasks and associated costs of each task.

Schedule
Figure 1 provides the proposed project schedule.
Table 1

Project Budget

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<th>Travel Expenses</th>
<th>Other Expenses</th>
<th>Subcontractor Costs</th>
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### Project Schedule

#### Task 1 - Review of Existing Data
- 1.1 - Public Odor Complaints/Observations
- 1.2 - Nature's Needs Self Monitoring

#### Task 2 - Sampling Event 1
- 2.1 Prepare Sampling Plan
- 2.2 Provide 2 Nasal Rangers
- 2.3 Sampling Event
- 2.4 Prepare Report
- 2.5 Conduct Workshop

#### Task 3 - Sampling Event 2
- 3.1 Prepare Sampling Plan
- 3.2 Sampling Event
- 3.3 Prepare Report
- 3.4 Conduct Workshop

#### Task 4 - Sampling Event 3
- 4.1 Prepare Sampling Plan
- 4.2 Sampling Event
- 4.3 Prepare Report
- 4.4 Conduct Workshop

#### Task 5 - Final Report
- 5.1 Prepare Draft Final Report
- 5.2 Incorporate Comments/Produce Report

**Note:** Sampling Events are Highlighted

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