

PUBLIC PROCUREMENT CONTRACT
(ORS Chapter 279B)
by and between COLUMBIA COUNTY
and NORSTAR INDUSTRIES, INC. for Spray Truck Upfit

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and NORSTAR INDUSTRIES, INC., hereinafter referred to as "Vendor", for the purchase and installation of a CHASSIS MOUNTED SPRAYER UNIT AND RELATED SERVICES.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

1. Effective Date. This Agreement is effective on the date last signed by the parties, below.
2. Completion Date. The work under this Agreement shall be completed within 180 days of the County's delivery of the chassis to Vendors facility. In no event shall completion be later than June 30, 2026. This agreement may be terminated earlier as provided in paragraph 17.
3. Goods and/or Equipment Purchased.
 - A. Description. Vendor agrees to upfit a County provided 2023 Ford Super Duty F-550 DRW chassis as described in Vendors proposal with the exclusion of the SPR-6035 - SpraySync WT1 Bundle, which the County has elected not to purchase. Vendors proposal is attached hereto as Exhibit A and incorporated herein by this reference. The equipment and services provided for under Exhibit A are hereinafter referred to as "Equipment." In case of conflict between this Agreement and Exhibit "A", this Agreement shall control.
 - B. Delivery.
 - a. Chassis. County shall provide a 2023 Ford Super Duty F-550 DRW chassis for the Vendor to upfit with the Equipment. County shall be responsible for the delivery of the chassis to Vendors facility in Auburn, Washington.
 - b. Completed Product. Upon completion, the upfitted chassis shall be picked up by the County from Vendors Auburn, Washington facility, at a date and time mutually agreed upon by the parties. At that time,

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County shall inspect the Equipment to ensure it conforms to the specifications described. Inspection may include any or all of the following, at the County's sole discretion: physical inspection of the Equipment and its parts, demonstration of Equipment functions and a test drive. Following inspection, if County deems the Equipment satisfactory, County shall sign the Acceptance Certificate, attached hereto as Exhibit B and incorporated herein by this reference.

c. Acceptance. Upon the County's acceptance of the Equipment, Vendor shall pass to County good title to the Equipment, free and clear of any liens.

4. Consideration. County shall pay Vendor \$125,833.32 in U.S. dollars, said amount to be the complete compensation to Vendor for the goods and/or services under this Agreement. This fee shall include all expenses, including taxes and fees related to the purchase, sale, and installation of Equipment. Vendor shall invoice County for this amount upon acceptance of the Equipment by the County. All invoices are to be paid within 30 days of receipt by County.

This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

5. Contract Representatives. Contract representatives for this Agreement shall be:

<p><u>FOR COUNTY</u> Grant DeJongh, Assistant Director Columbia County Road Department 1054 Oregon Street St. Helens, OR 97501 (503) 397-5090 Grant.DeJongh@columbiacountyor.gov</p>	<p><u>FOR VENDOR</u> Tracey Kelly Norstar Industries, Inc. 2302- A St SE Auburn, WA 98002-7516 (253) 735-1881</p>
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All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. Permits - Licenses. Unless otherwise specified, Vendor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

7. Compliance with Codes and Standards. It shall be the Vendor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Vendor shall engage in no activity

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which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Vendor were a public official as defined in ORS 244.020.

8. [Reserved]

9. Independent Contractor. Vendor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Vendor delivers services under this Agreement and does not exercise any control over the activities of the Vendor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Vendor's debts or any other liabilities of Vendor. Vendor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:

A. Vendor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.

B. This Agreement is not intended to entitle Vendor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Vendor are 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 Vendor is presently a member of the Public Employees Retirement System).

C. The Vendor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Vendor has the assistance of other persons in the performance of the Agreement, the Vendor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Vendor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Vendor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 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 Agreement:

A. Vendor shall:

(1) Make payment promptly, as due, to all persons supplying

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to Vendor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]

(2) Pay all contributions or amounts due the Industrial Accident Fund from the Vendor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]

(3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279.220 (4)]

B. Vendor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Vendor, of all sums that Vendor agrees to pay for the services and all moneys and sums that Vendor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]

C. Vendor shall pay employees at least time and a half pay for work the employees perform under this Agreement on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. [ORS 279B.235 (5)(a)]

D. Vendor shall notify employees in writing, who work under this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the vendor may require the employees to work. [ORS 279A.235 (5)(b)]

E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]

F. This Agreement 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

11. Non-Discrimination. Vendor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Vendor. Vendor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110,

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against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

12. Tax Compliance. As required by ORS 279B.045, Vendor represents and warrants that Vendor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Vendor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Vendor's failure to comply with the tax laws of this state or a political subdivision of this state before the Vendor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Vendor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Vendor's knowledge, Vendor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
13. Nonassignment; Subcontracts. Vendor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in the Specifications.
14. Nonwaiver. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
15. Indemnity. Vendor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Vendor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
16. Insurance. Vendor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 each occurrence to protect County, its officers, agents, and employees. Vendor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Vendor agrees to notify County immediately upon notification to Vendor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

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17. Termination. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Vendor, or at such later date as may be established by the County under the following conditions:
- A. If Vendor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Vendor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Vendor shall be required to repay to County the amount of any funds advanced to Vendor which Vendor has not earned or expended through the provision of goods and/or equipment and/or services in accordance with this Agreement. However, Vendor shall be entitled to retain all costs incurred and fees earned by Vendor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Vendor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

18. Time of the Essence. The parties agree that time is of the essence in this Agreement.
19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Vendor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Vendor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
20. Mediation. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
21. Venue. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

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22. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
23. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
25. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
26. Warranty. Vendor warrants the goods and/or equipment delivered and installed, and the services provided, under this Agreement to be free from defects in design, material, and workmanship for a minimum of one year from the date installation of the goods and/or equipment is complete and accepted by County. Should any of the goods and/or equipment, or the services provided, be found defective, Vendor shall furnish the necessary parts and labor to correct such defect. If Vendor or the manufacturer provides a warranty which differs or exceeds that required by this paragraph, the warranty which provides the greatest protection to County shall control. This warranty is in addition to warranties of merchantability and fitness for a particular purpose as provided by law.
27. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
28. Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.
29. ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN

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REGARDING THIS AGREEMENT. VENDOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

VENDOR

COUNTY

NORSTAR INDUSTRIES, INC.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 

By: _____

Name: Tracey Kelly

Kellie Jo Smith, Chair

Title: President/CEO

By: _____

Date: 9/30/25

Casey Garrett, Commissioner

Truck to be delivered 1/10/26

By: _____

Margaret Magruder, Commissioner

Approved as to form:

Date: _____

By: _____

Office of County Counsel

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EXHIBIT A
Vendor's Proposal



Grant DeJongh
Assistant Director
Columbia County
1054 Oregon St
Saint Helens OR 97051

RE: Quote 2718

Dear Grant DeJongh,

For over 40 years, Norstar has been the leader in designing and manufacturing equipment specifically for roadside spraying—not repurposed agricultural sprayers with broad coverage. Our proprietary nutating spray head delivers the most accurate, efficient, and reliable herbicide application available. As the only roadside spray equipment manufacturer certified by TeeJet Technologies, we set the industry standard for precision and performance. With a customer service team boasting over 100 years of combined experience, you can trust that when you call Norstar, you're speaking to an expert. Built to last, over 99% of our spray equipment remains in use after 20 years of service. We're committed to earning your business today and for years to come.

1. NSC-RS6-G-725 - Roadside Sprayer

- Custom 12-ft. (approximate) low mount flatbed with four (4) chemical tank/water pump wells, cab shield, rear grip-strut step, black powder coat finish.
- 725 Gallon white poly round legged water tank with surge baffle system, anti-siphon fill, 2" QD ball valve, "Y" strainer and 25' fill hose.
- Honda GX270 engine skid with clutch driven Hypro 9263C-C centrifugal water pump with cab controlled pump on/off and engine start/stop.
- 7 section "Boomless" nutating sprayhead with all solid stream nozzles and cab controlled tilt.
- Dual mount sprayhead socket.
- Sprayer Sprayhead Fold Actuator Assembly 6"
- 12 Gallon 12 Volt Drift Control System
- 30 Gallon cone bottom chemical tank, low level sensor, 3-way calibration valve and 2-speed agitation. Teejet MT 500 peristaltic chemical pump, .05-350 OPM and pump tube kit.
- Tank closed loading system allowing the operator to load or unload chemicals or transfer chemicals between chemical tanks. Also draw from the main water tank with flow meter and loading hose.
- Norstar RS6000 - Teejet 6300 chemical injection control system with flow meter, speed and distance sensor. Control consoles pedestal mounted with double articulated swivel plates for operation by driver or passenger.
- Cab guard mounted 11" rectangular amber LED mini light bars.
- Rear mounted amber LED mini strobe lights.
- Rear mounted spray bar assembly with nine foot spray width.
- Gravity feed hand wash with 12 gallon tank.
- Self contained 16 gallon gravity feed eye wash.

FOB Auburn, WA Price \$ 125,833.32

Available Options

1. SPR-6035 - SpraySync WT1 Bundle

FOB Auburn, WA Price \$ 3,730.77

NORSTAR **INDUSTRIES, INC.**

Terms and Conditions

- Delivery approximately 180 day(s) after receipt of acceptable chassis..
- Net payment due in US funds 30 days after receipt of order.
- Prices will be honored for 30 days.

Regards,



Tracey Kelly
Norstar Industries Inc.

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EXHIBIT B
Acceptance Form

ACCEPTANCE CERTIFICATE

Pursuant to its Agreement with and NORSTAR INDUSTRIES, INC., Columbia County has inspected the upfitting of its 2023 Ford Super Duty F-550 DRW chassis with an NSC-RS6-G-725 - Roadside Sprayer unit, and finding it to be satisfactory, hereby accepts delivery thereof.

Mike Russell, Director
Columbia County Public Works Department

Date: _____