

**RESOLUTION NO. 2026-05**  
**A RESOLUTION OF THE MARCOLA WATER DISTRICT**  
**AWARDING A CONTRACT TO INTEGRATED UNDERWATER SERVICES**  
**FOR CLEANING AND INTERNAL INSPECTION OF TWO RESERVOIRS**

**WHEREAS**, Marcola Water District is a domestic water supply district organized under Oregon Revised Statutes (ORS) Chapter 264, and ORS 264.410 provides that “the power and authority given to districts is vested in and shall be exercised by a board of five commissioners, each of whom shall be an elector of the district, and the Marcola Water District Board of Commissioners also serves as the Local Contract Review Board (LCRB), and

**WHEREAS**, the District Board and LCRB adopted Resolution 2023-16 which amended Oregon Administrative Rules (OAR) 137-047-0265 for the District, allowing the Award of a Contract as a Small Procurement pursuant to ORS 279B.065 by direct selection or award without any competitive or solicitation process as long as the procurement of goods or services is less than or equal to \$25,000, and

**WHEREAS**, Integrated Underwater Services of Ferndale, WA provided an estimate to utilize a two-person team and remotely operated vehicle (ROV) to remove sediments and visually inspect both Marcola water storage reservoirs, for a discounted price of \$5,341 as long as the work is scheduled while they are already in the area to inspect Shangri-La Water District’s reservoir, and use of the ROV will allow the tanks to remain in service during the inspection, and if sediment is deeper than 3” in either tank then excess sediment will be removed for an additional charge of \$450 per hour, and

**WHEREAS**, funds will be paid from the adopted Materials & Services budget for FY 2025-26, using money budgeted but not needed or used for a financial audit, and

**NOW THEREFORE BE IT RESOLVED** that the Marcola Water District LCRB and Board of Commissioners awards a contract to Integrated Underwater Services of Ferndale, WA to perform sediment removal and visual inspection of both Marcola Reservoirs, and authorizes the expenditure of up to \$6,700 to allow for the work as proposed plus a contingency amount to allow up to three hours of excessive sediment removal.

ADOPTED by a vote of \_\_\_\_\_ Yes votes and \_\_\_\_\_ No votes this 13<sup>th</sup> day of April 2026.

Attest:

---

Tim Sanders, President  
Board of Commissioners  
Local Contract Review Board

---

Dawn Cole, Secretary  
Board of Commissioners  
Local Contract Review Board



CUSTOMER		INTEGRATED UNDERWATER SERVICES LLC	
Name	Rainbow Water District	Name	IUS
Contact	Eric Carlson	Contact	Kristy Gessner
Address	1550 N. 42 <sup>nd</sup> Street	Address	7074 Portal Way #110
City, State, Zip	Springfield, OR. 97477	City, State, Zip	Ferndale, WA. 98248
Telephone	(541) 746-1676	Telephone	(509) 251-0892
Email	eric@rwdonline.net	Email	kristy@iusdiving.com

PROJECT INFORMATION		ESTIMATE	
Name	<b>Marcola Reservoirs inspection &amp; Cleaning</b>	Number	2563-1
Location	Springfield, OR.	Date	4/13/2026

**SUMMARY**

Integrated Underwater Services LLC, is pleased to provide the following *estimate* for ROV services in Springfield, OR. Two-person ROV team consists of a Pilot Supervisor and Pilot.

IUS's General Terms and Conditions of Service are incorporated herein by this reference. Pricing is valid for 30 days.

Thank you for the opportunity and please don't hesitate to contact me with any questions. To authorize the performance of this proposal, please execute the "Proposal Acceptance" below.

Sincerely,

Kristy Gessner,  
Accounts Manager

**SCOPE OF WORK**

Internal inspection & silt removal from Marcola #1 and Marcola #2 reservoirs via ROV.

**PRICE SCHEDULE**

Item			
<b>Mobilization</b> (round trip)	<b>\$550</b>		
<b>Inspection of Marcola #1</b>	<b>\$1,745.50</b>		
<b>Silt Removal from Marcola #1</b>	<b>\$650</b>		
<b>Inspection of Marcola #2</b>	<b>\$1,745.50</b>		
<b>Silt Removal from Marcola #2</b>	<b>\$650</b>		

**ESTIMATED TOTAL \$5,341**



**INCLUDED LABOR/MATERIALS/EQUIPMENT**

Price includes:

ROV inspection package & ROV cleaning package, full service report, color video and still photos in digital format

**ASSUMPTIONS & EXCLUSIONS**

- Billing is port to port at our Ferndale, WA. facility
- Pricing is based on information provided by customer. If operational conditions at the time of service are found to be different, a change order will be accepted.
- Pricing is based on standard 10-hour weekday shifts (0800-1800, Monday to Friday)
- Premium time applies after 12 hours on standard shifts, Sundays and Holidays
- Silt removal deeper than 3" subject to additional hourly charge of \$450
- Additional services or equipment requested will be billed at current IUS tariff rates
- Additional third party items requested to be billed at cost + 20%
- Any permits required are to be provided by customer
- Discharge silt capture and disposal will be a site-specific additional charge.

**PROPOSAL ACCEPTANCE**

**CUSTOMER:**

The above prices and conditions are satisfactory and are hereby accepted. Integrated Underwater Services LLC is authorized to perform the work as proposed. The person signing below is doing so as a duly authorized Representative of Customer.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_  
 PO Number \_\_\_\_\_

This proposal when executed represents a legal and binding Contract.

Contractor's license number: INTEGUS798C2

## General Terms and Conditions

1. **Performance.** IUS will perform the work identified on the face page of this agreement identified within Scope of Work ("Services") at the general direction and supervision of Client and in conformance with applicable local, state, federal and industry standards. Unless otherwise expressly indicated on the face page of this agreement, the Services do not include any design, engineering, or similar technical services, and to the extent of such services are needed in connection with the project, it shall be the responsibility of the Client and provided by Client or third parties engaged by Client.
2. **WARRANTIES.** IUS MAKES NO (AND EXPRESSLY DISCLAIMS ANY) GUARANTEES, REPRESENTATIONS OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SERVICES AND ANY ASSOCIATED PERSONNEL, LABOR, EQUIPMENT, OR MATERIALS PERFORMED OR PROVIDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO COMPLETION TIMES OR OF RATES OF PROGRESS OF THE SERVICES, OR ANY WARRANTY OF SEAWORTHINESS, MERCHANTABILITY, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.
3. **Payment.** Unless otherwise expressly provided on the face page of this agreement, any payment Client owes IUS shall be deemed earned as such services are performed, with payment to be made, without offset or deduction, net thirty (30) days after receipt of IUS's invoice. Late payments shall earn interest at the rate of 5% per month, or the maximum amount permitted by law, whichever is less. Client shall be responsible for and shall reimburse IUS for any and all costs and expenses (including attorney's fees) incurred by IUS for collections of payments overdue. A 3.5% surcharge will be added to all credit card payments.
4. **Maritime Lien.** IUS shall have a maritime lien against the Vessel or vessels, for all amounts due hereunder, which lien may be exercised even after delivery or surrender of the Vessel or vessels by IUS but will be deemed extinguished upon full payment.
5. **Additional Charges.** Any changes requested by Client in the Services at any time shall be compensated by Client at the rates provided by IUS on the face page of this agreement or in accordance with IUS's applicable commercial tariff then in effect. Client understands IUS may not have had an opportunity to inspect conditions relating to the Services so unknown or unanticipated conditions, changes in laws or required standards or directions by federal or state agencies shall be considered a change requested by Client. In the event IUS's performance is suspended or delayed by Client, government personnel, weather or any other reason beyond IUS's control, IUS shall be paid at the rates identified on the face page of this agreement or in accordance with IUS's applicable commercial tariff then in effect for personnel and equipment that is required to standby, including any subcontractor costs, for demobilization and mobilization costs, and other costs incurred as a result of such suspension or delay.
6. **Suspension or Termination by IUS.** IUS may suspend or terminate this agreement at any time in the event Client fails to timely pay amounts due, breach by Client of any provision within this agreement, and failure of Client to provide reasonable assurance of the ability to pay for the Services. Client shall be responsible for any and all charges incurred as a result of demobilization following such termination or suspension, in addition to charges for Services performed up until the date of termination.
7. **Force Majeure.** IUS shall not be deemed in default of this agreement or any duty hereunder to the extent that any delay of or failure to commence or complete performance of its obligations, without regard to fault, from any cause beyond its reasonable control, including, but not limited to, acts of God, mechanical breakdown, acts of any governmental body, acts or delays of other subcontractors or supplies, fire, flood, severe weather, and labor disputes.
8. **Indemnity.** To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend IUS and its subcontractors (of any tier) and their respective officers, employees, and agents from and against any and all claims, loss, risk, damage, demand, suit, judgment, and attorneys' fees and other kind of expense arising from, resulting from, or any manner directly or indirectly related to the Services, except to the extent as caused by IUS's sole or gross negligence or willful misconduct. **IN FURTHERANCE OF THE FOREGOING, CLIENT WAIVES ANY EXCLUSIVITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW, INCLUDING AS APPLICABLE INDUSTRIAL INSURANCE TITLE 51 RCW.**
9. **Consequential Damages.** Neither party shall be responsible for any consequential or special damages whatsoever (including but not limited to, business interruption, extra expense, loss of use of any property, or delay) arising out of or relating to the Services, the project, and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, or otherwise and even if the possibility of such was or could have been foreseeable.
10. **Insurance.** Client and IUS shall procure and maintain insurance covering their environmental liabilities, operations and indemnity obligations owed herein. Each party shall cause all of its insurers to waive subrogation in favor of the non-procuring party and with the exception of worker compensation/employers liability, shall cause its insurers to name the non-procuring party as additional insured thereunder with respect to each party's operations and the extent of the liabilities allocated within this agreement.
11. **Counterparts and Facsimile Signatures.** This agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute the same agreement. Facsimile or email signatures and/or acknowledgement and acceptance shall be considered valid.
12. **Severability.** The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.
13. **Law/Venue.** The interpretation and performance of this agreement shall be governed by the United States general maritime rules of law and if there is no applicable general maritime rule of law, then the laws of the state in which the Services are being performed shall apply. Both parties submit to exclusive personal jurisdiction to the U.S. District Court located in Seattle, Washington. With further respect to any litigation arising hereunder, the substantially prevailing party shall be entitled to its legal fees and costs.