

CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES

CONTRACT NUMBER 30004022

TITLE OF WORK PROJECT
Laboratory Services for Cryptosporidium and Giardia Water Analysis

This contract is between the City of Portland ("City," or "Bureau") and Analytical Services, Inc., hereafter called Consultant. The City's Project Manager for this contract is Ann Richter.

Effective Date and Duration

This contract shall become effective on June 10, 2014. This contract shall expire, unless otherwise terminated or extended, on June 30, 2015.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$250,000 for accomplishment of the work.
(b) Interim payments shall be made to Consultant according to the schedule identified in the STATEMENT OF THE WORK AND PAYMENT SCHEDULE.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): ANALYTICAL SERVICES, INC.
Address: 130 ALLEN BROOK LANE WILLISTON VT 05495
Employer Identification Number (EIN): 030337234
[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) - LEAVE BLANK IF NO EIN]
City of Portland Business Tax Registration Number: 707288
Citizenship: Nonresident alien ☐ Yes ☐ No
Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence:

- a) these Terms and Conditions; b) Statement of Work and Payment Schedule; and c) any exhibits attached to the contract.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by the City.
(b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>. In connection with its activities under this Contract, the Contractor shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☒ Required and attached // ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached // ☐ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☐ Required and attached // ☒ Waived by Bureau Director or designee // ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ Required and attached // ☐ Waived by Bureau Director or designee // ☒ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Consultant to the City. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant shall provide evidence that any subconsultant, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subconsultant is included under Consultant's policy.

10. Ownership of Work Product

All work product produced by the Consultant under this contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant.

11. EEO Certification

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

12. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

13. 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 successors and approved assigns.

14. Severability

The parties 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.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

17. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

19. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

20. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

21. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

22. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

23. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

24. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

25. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

26. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

27. Progress Reports: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

28. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

29. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant shall not change subconsultant assignments without the prior written consent of the Chief Procurement Officer. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

30. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

31. Conflict of Interest

Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

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**STATEMENT OF THE WORK
AND PAYMENT SCHEDULE**

BACKGROUND

On March 14, 2012, the Oregon Health Authority (OHA) issued its Final Order granting Portland Water Bureau's (PWB) request for a treatment variance under 42 USC § 300g-4(a)(1)(B). As of April 1, 2012, OHA requires PWB to conduct Cryptosporidium Observation Monitoring at its Bull Run source water intake at least two days per week for a total volume of at least 100 liters (L) per week. If Cryptosporidium is detected during Observation Monitoring, PWB must begin one year of Demonstration Monitoring at a rate of at least four days per week for a total volume of at least 250 L per week such that a total of at least 13,334 L are analyzed within the year. After one year, if the concentration of Cryptosporidium is less than 0.075 oocysts per 1,000 L, PWB may resume Observation Monitoring.

For both Observation Monitoring and Demonstration Monitoring, PWB must also collect daily samples when turbidity at the intake is greater than 2.0 Nephelometric Turbidity Units (NTU) but less than 5.5 NTU. When raw water turbidity is greater than or equal to 5.5 NTU, PWB would not be required to sample for Cryptosporidium because the PWB cannot serve Bull Run source water to customers when turbidity is greater than 5.49 NTU.

In addition to intake monitoring, PWB is also required to conduct Cryptosporidium monitoring at the four major tributary streams in the Bull Run watershed. Tributary stream monitoring is scheduled once every four weeks and in response to storm events.

SCOPE OF WORK**General Requirements**

The Consultant shall perform the following services and shall work closely with the PWB Project Manager (PM) to provide the following services. The Consultant shall provide these services within the time frames needed to meet reporting obligations or project schedules.

The Consultant shall be accredited through a State laboratory certification program for monitoring to comply with the Long Term 2 Enhanced Surface Water Treatment Rule. The Consultant shall be approved to perform EPA Method 1623 and 1623.1. Furthermore, the Consultant shall seek at minimum secondary accreditation through the Oregon Environmental Laboratory Accreditation Program. As part of the application for secondary accreditation through Oregon, the Consultant shall submit results of a Tier I validation for the Precoat modification and results of one (1) round of Performance Tests (PTs) using the Precoat modification.

Task 1 – Project Management

The Consultant has designated Paul Warden as the Consultant PM. The Consultant PM shall be the main point of contact and shall be responsible for ensuring that all work is performed according to the Contract and notifying the PWB PM if any Contract provisions cannot be met.

The Consultant PM shall work with the PWB PM to establish and document work flow processes, including but not limited to sample shipment, sample receipt, analyses, and reporting of all results to PWB. The Consultant PM shall be responsible for ensuring that the agreed upon work flow processes are followed by Consultant staff.

The Consultant PM shall provide sample field sheets and chain of custody forms. Electronic copies shall be delivered to the PWB PM in an editable file such as Microsoft (MS) Word or Excel.

The PWB has designated Ann Richter as the PWB PM. The PWB PM (or her designee) will be responsible for the following tasks:

- Coordinating with the Consultant to develop work flow processes;
- Providing sampling schedules and notifying the Consultant of changes to the schedules;
- Notification of sample shipment listing the sample(s) that have been shipped, sample information, requested analyses, and turn around times;
- Notification of special requests such as unscheduled samples, rush turn-around times, or weekend/holiday work;
- Reviewing laboratory results and other deliverables prepared by the Consultant; and,
- Providing the Consultant data or other information relevant to the project, as needed.

Task 2 – Intake Compliance Samples Analysis

The Consultant shall analyze intake water samples for *Cryptosporidium* and *Giardia*. The PWB PM may request that intake samples be analyzed by EPA Method 1623, Precoat modification, or another method required by EPA at the time. The requested method shall be specified for each sample that is submitted for analysis.

PWB anticipates collecting two (2) to 25 field samples per week (a week is Sunday to Saturday) and one (1) to ten (10) matrix spike samples per month depending on the monitoring regime (Observation or Demonstration) and method being employed.

The PWB PM shall provide the Consultant on an annual basis with a compliance sample collection schedule indicating the calendar day and turn-around time for each field and matrix spike sample. PWB shall consider Consultant's regular operation and holiday schedule; however, meeting intake compliance requirements shall take priority. If PWB is required to begin Demonstration monitoring, a revised sample collection schedule for the intake shall be submitted to the Consultant.

To ensure that scheduled intake sample results are available in time for PWB to prepare monthly regulatory reports, the default turn-around-time for intake compliance samples shall be 5 business days with the exception of samples collected on the last two (2) scheduled sampling days of each month which shall have a default turn-around time of 1 business day. Samples with 1 day turn around time shall be subject to a surcharge fee as listed in the compensation section of the Contract.

If intake samples must be rescheduled due to an unforeseen circumstance (e.g., emergency situation, PWB or Consultant error, loss in shipment, arriving out of hold time, arriving outside the acceptable temperature range, or other unforeseen reasons), replacement samples shall be collected by PWB and shipped to the Consultant for analysis within the same sampling week.

Unscheduled intake compliance samples shall be collected when intake turbidity is greater than 2.0 NTU but less than 5.5 NTU. Unscheduled event sampling may result in sample collection on or prior to a weekend or holiday. The PWB PM shall notify the Consultant via email when an unscheduled sample is collected. The Consultant shall be responsible for providing staff coverage to ensure that unscheduled intake compliance samples are analyzed, even when this involves weekend or holiday work.

Samples analyzed during a weekend or holiday shall be subject to a surcharge fee as listed in the compensation section of the Contract.

Task 3 – Tributary Samples Analysis

The Consultant shall analyze water samples collected from the four (4) major tributaries for *Cryptosporidium* and *Giardia*. The PWB PM may request that samples be analyzed by EPA Method 1623 or another method required by EPA at the time. The requested method will be specified for each sample that is submitted for analysis.

PWB anticipates collecting scheduled samples from the four (4) major tributaries once every four (4) weeks. PWB also anticipates collecting six (6) to eight (8) storm event samples from the four (4) major tributaries for each Water Year (a Water Year is defined as October 1 through September 30). Matrix spikes shall be scheduled twice annually.

The PWB PM shall provide the Consultant on an annual basis with a tributary sample collection schedule indicating the calendar day and turn-around time for each field and matrix spike sample. The default turn-around-time for tributary samples shall be 5 business days.

If scheduled tributary samples must be rescheduled due to an unforeseen circumstance (e.g., emergency situation, PWB or Consultant error, loss in shipment, arriving out of hold time, arriving outside the acceptable temperature range, or other unforeseen reasons), replacement samples shall be collected by PWB and shipped to the Consultant the following week.

The PWB PM shall notify the Consultant via email when storm event samples are collected. The Consultant shall be responsible for providing staff coverage to ensure that storm event samples are analyzed, even when this involves weekend or holiday work. Samples analyzed during a weekend or holiday shall be subject to a surcharge fee as listed in the compensation section of the Contract.

Surveillance samples may also be collected at the tributaries (or storage reservoirs fed by the tributaries) following a Cryptosporidium positive sample at the intake. PWB shall notify the Consultant after deciding to collect surveillance samples. The Consultant shall be responsible for providing staff coverage to ensure that surveillance samples are analyzed, even when this involves weekend or holiday work. Samples analyzed during a weekend or holiday shall be subject to a surcharge fee as listed in the compensation section of the Contract. PWB may request 1 day turn around time for surveillance samples depending on the circumstances. Samples with 1 day turn around time shall be subject to a surcharge fee as listed in the compensation section of the Contract.

Task 4 – Experimental Matrix Spike Samples Analysis

The Consultant shall analyze experimental matrix spike samples to track Cryptosporidium oocyst recovery in the source water and to test the performance of alternative methods or modifications (e.g., EPA Method 1623.1). Experimental matrix spike samples are collected at a frequency of once per month throughout most of the year; the frequency may increase from approximately June through November to track seasonally low recoveries

The PWB PM shall provide the Consultant with an experimental matrix spike sample collection schedule indicating the calendar day and turn-around time for each field and matrix spike sample. The default turn-around-time for experimental matrix spike samples shall be 5 business days.

Task 5 – Follow-up work for Cryptosporidium-positive samples

The Consultant shall notify the PWB PM immediately via telephone of any sample in which Cryptosporidium oocysts are detected. Contact with the PWB PM must be direct and not via phone message or email. The Consultant shall not submit results for samples reported as positive for Cryptosporidium prior to making successful contact with the PWB PM.

The Consultant shall provide color digital photographs of any Cryptosporidium-positive slide. The Consultant shall record the location of the oocyst(s) on the slide and prepare Fluorescein Isothiocyanate (FITC), 4'-6-Diamidino-2-phenylindole (DAPI), and Differential Interface Contrast (DIC) digital photographs. The photographs must include a scale.

For all Cryptosporidium positive slides, the Consultant shall attempt genotyping using the single-round multiplex Polymerase Chain Reaction (PCR) tool targeting the 18S ribosomal RNA (18S) and heat shock protein 70 (hsp70) as described in WaterRF Project 4099 (<http://www.waterrf.org/PublicReportLibrary/4099.pdf>). PCR products for the 18S and hsp70 genes shall be sequenced and Basic Local Alignment Search Tool (BLAST) and phylogenetic analysis performed.

Genotyping and Sequencing shall be performed by Dr. George Di Giovanni at the University of Texas School of Public Health.

Task 6 – Consulting Services

In the course of this project, PWB may require additional technical services from the Consultant. Additional technical services may include, but are not limited to, method modifications, interpretation of sample results, expert opinion, PWB in-house laboratory consulting, or other technical assistance relevant to communicating the significance of sample results.

These types of services shall be authorized via work orders issued by PWB's Contract Administration Branch (CAB). A sample Work Order form is attached as Exhibit A to this contract. Work Orders shall be issued as project needs are identified. The Work Order shall establish the scope of work, schedule, deliverables, and compensation for each project. Work Orders require each party's approval in writing to proceed. PWB's approving authority is the Operations Group Director.

Work cannot be commenced until the Work Order is signed by both parties and PWB CAB issues a Work Order Notice to Proceed. Any changes to a signed Work Order must be done as an amendment to the Work order.

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Paul Warden	Project Manager
Carolyn Fogg	Principal Analyst/Protozoa Lab Supervisor
Sarah Volk	QA Officer/Principal Analyst

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Colin Fricker	Technical Director	\$5,000
George Di Giovanni - University of Texas School of Public Health	Genotyping of Cryptosporidium	\$5,000

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

COMPENSATION

The maximum that the Consultant can be paid on this contract is **\$250,000** (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

Any estimate of the hours necessary to perform the work is not binding on the City. The Consultant remains responsible if the estimate proves to be incorrect. Exceeding the number of estimated hours of work does not impose any liability on the City for additional payment.

If work is completed before the “not to exceed” amount is reached, the Consultant’s compensation will be based on the Consultant’s bills previously submitted for acceptable work performed and approved.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

Paul Warden: \$115 / hour
 Carolyn Fogg: \$75 / hour
 Sarah Volk: \$65 / hour
 Senior Staff: \$135 / hour
 Analyst: \$60 / hour
 Technician: \$50 / hour
 University of Texas School of Health: \$183.75 / hour
 Colin Fricker: \$235 / hour

Sample Analysis	Cost
Field Sample, EPA Method 1623	\$300
Field Sample, EPA Method 1623 – Precoat Modification	\$320
Field Sample, EPA Method 1623.1	\$300
Matrix Spike Sample, EPA Method 1623	\$350
Matrix Spike Sample, EPA Method 1623 – Precoat Modification	\$370
Matrix Spike Sample, EPA Method 1623.1	\$350
Cryptosporidium/Giardia rush sample surcharge, 1 business day	\$100
Weekend/holiday sample surcharge	\$200
Packed pellet sub-sample	\$95
Extra slide analysis	\$95
Genotyping (PCR and melt analysis):	\$260
DNA sequencing	\$260

Supplies	Cost
Filters, Envirochek HV (each)	\$75
Cubitainers, 10-L (box of 30)	\$150
Additional analytical testing supplies	Cost plus 15%
Shipment of packing container to PWB (cost per shipment)	Cost plus 15%

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant. The maximum markup on subconsultant services shall not exceed 5%.

All pricing shall remain constant throughout the duration of this contract.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the Water Bureau Accounts Payable Department an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City. Invoices shall be e-mailed directly to the Water Bureau Accounts Payable Department at wbaps@portlandoregon.gov

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Contractor Signature: [Signature] Date: 15 July 2011 Entity: ARMYSTAR SERVICES, Inc.

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor: check four or more of the following:
 - ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ☐ D. Labor or services are performed only pursuant to written contracts;
 - ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

CONSULTANT SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Analytical Services, Inc.

BY: Bubgen Date: 15 Aug 2014

Name: Don S. WARDEN

Title: VICE PRESIDENT

CONTRACT NUMBER: 30004022

CONTRACT TITLE: Laboratory Services for Cryptosporidium and Giardia Water Analysis

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
Chief Procurement Officer

By: _____ Date: _____
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

APPROVED AS TO FORM

Approved as to Form:

By: _____ Date: 7/23/14
Office of City Attorney
CITY ATTORNEY

Contract 30004022
Exhibit A
Work Order

AGREEMENT FOR PROFESSIONAL, TECHNICAL OR EXPERT SERVICES
WORK ORDER # (insert work order number)
Contract 30004022

The Contract between the City of Portland Water Bureau (PWB) and Analytical Services, Inc. provides for assistance of the undersigned firm on (insert project type) projects.

This Work Order shall require the Consultant to perform (insert type of work) as directed in the Contract. The specific scope of tasks to be performed by Consultant, including schedule and budget, are outlined below.

Scope of Work: The Consultant shall (insert detailed scope of work).

Deliverables: The Consultant shall provide the PWB Project Manager with (insert detailed deliverables).

Schedule: The work described in this work order shall be completed no later than MM/DD/YYYY, absent any unanticipated issues.

Budget: The maximum compensation relating to these services shall not exceed \$XXX and as referenced in Exhibit XX Budget Detail, attached to this Task Order. Unless authorized by a written Amendment to the Task Order no additions or changes shall be made to this Task Order. The hourly rates shall be as indicated in the Contract. The Water Bureau's Administrator shall approve all task orders and task order amendments when amending the task order to increase compensation is greater than 25% of the original task order amount.

The hourly rates for this work order shall be as directed in the Contract.

All provisions of the Contract shall remain in full force and effect.

In witness hereof, the parties have duly executed this Work Order as of the date written below.

Consultant:

By: _____ Date: _____

City of Portland:

By: _____ Date: _____