

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

CONTRACT NUMBER 30004693

TITLE OF WORK PROJECT

**ON-CALL SERVICES FOR
HEARING CONSERVATION PROGRAM**

This contract is between the City of Portland ("City," or "Bureau") and **Washington Audiology Services, Inc.** hereinafter called Contractor. The City's Project Manager for this contract is Diane Seaton.

Effective Date and Duration

This contract shall become effective on July 1, 2015. This contract shall expire, unless otherwise terminated or extended, on June 30, 2018.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$350,000 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): Washington Audiology Services, Inc.

Address: 635 Andover Park W., Suite 111; Tukwila, WA 98188

Employer Identification Number (EIN): 91-1422967

[INDEPENDENT CONTRACTORS: DO NOT PROVIDE SOCIAL SECURITY NUMBER (SSN) – LEAVE BLANK IF NO EIN]

City of Portland Business Tax Registration Number: 693749

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.

X 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.

X 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.

X 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 \$3,000,000 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.

X 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 / X / 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 / X / 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.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

Contractor shall provide the equipment, materials and processes listed below, perform the tasks identified herein for this project, and be expected to work closely with designated City personnel to accomplish this work.

Qualifications

1. Hearing Conservation Technicians and Professionals must be Council for Accreditation in Occupational Hearing Conservation (CAOHC) certified.
2. Shall have a State of Oregon licensed Audiologist on staff or on contract to review audiograms and to make recommendations pertaining to potential hearing loss or abnormalities.

Services and Equipment

1. Have available at least one mobile audiometric testing unit and/or stationary audiometric testing location. Each mobile unit must have a minimum of four (4) working audiometric testing booths at all times. Audiometric testing units must meet or exceed generally accepted audiometric testing parameters and OSHA requirements, as applicable, including but not limited to certification and calibration requirements, as well as documentation of noise resistance.
2. Mobile audiometric testing units must be available for City employee(s) testing twenty-four (24) hours per day, seven (7) days per week or at an alternate, approved location and schedule.
3. Those City employees being tested shall be provided with audiometric training that meets or exceeds Oregon OSHA training requirements for Hearing Conservation Programs, including proper selection and fitting of hearing protection devices. Contractor will maintain all training records. At the City's discretion, Contractor will also offer classroom-type hearing conservation training as an option to City bureaus in order to provide larger groups with more in-depth hearing conservation program knowledge and to speed up the audiometric testing and training process.
4. Have access to and be able to place into service a minimum of eight (8) noise dosimeters for each dosimetry study in order to efficiently complete noise dosimeter surveys involving as many City employees and job classes as requested by City bureaus.

5. As requested by the City, perform industrial noise surveys including sound level and individual worker dosimetry sampling to quantify employee noise exposures for activities and work areas.
6. Evaluate personal hearing protection devices and advise City employees of appropriate use, fitting and suitability.

Data Management and Reporting

1. Shall provide City employee's audiometric test results to the tested employee immediately upon completion of each test. An explanation of the results, based upon occupational safety and health standards, will be provided to each tested employee. Shall obtain employee signature indicating receipt of audiometric test results.
2. Shall provide the tested employee with documentation of a Standard Threshold Shift (STS) with recommended follow-up, if applicable, immediately upon completion of the test, in accordance with Oregon OSHA requirements; **and shall maintain employee signature logs to document receipt of the STS notification.** If not notified immediately following testing, Contractor shall advise City employees who have been determined to have an STS in writing within ten (10) calendar days of audiometric testing. The City employee will be advised to consult with a licensed audiologist or medical doctor for further evaluation. The respective Bureau Hearing Conservation Program Coordinator or Safety Officer will also be advised in writing or via email of an employee's STS the same day and emailed with additional information within two (2) business days of the testing.
3. Within sixty (60) days, Contractor shall provide the respective Bureau, hard and electronic copies of a report of all City employee hearing tests, including retests, and copies of completed Hearing Conservation training/counseling. Additionally, the reports shall include all necessary letters, notifications, signature pages, equipment calibration, and staff credential information.
4. Provide to the respective Bureau Hearing Conservation Coordinator or Safety Officer and the OMF Risk Management Program Manager hard and electronic copies of an annual summary report of all City-wide audiometric test results to the Risk Management Program Manager within thirty (30) calendar days after the end of the calendar year. Electronic data will be provided to the City in Excel format or Text format delimited, HearTrak, pdf, or comparable City approved data base format.
5. Input electronic hearing test data from employee physical exams as provided by a third party into the Bureau's hearing conservation program database; shall be capable of managing and inputting data from multiple third parties in order to aid the City in data consolidation.
6. Secure and utilize a primary on-site and an off-site back-up storage for electronic hearing conservation program data to ensure that ongoing hearing conservation program data including baseline hearing tests will be available to the City in the future. All City of Portland electronic hearing conservation program data becomes the property of the City of Portland, and must be made available to the City at no additional charge within forty-eight (48) business hours of such a request being made.
7. Contractor will retain the electronic data from previous contract and store the City's data in Excel format, Text format delimited, HearTrak or comparable City approved database that enables electronic transfer of data to the City. Hearing conservation program data must be transferred to future vendors within seven (7) business days of such a request by the City, and at no additional charge.

All services provided shall be in full compliance with local, state and federal regulations.

Deliverables

Deliverables and schedule for the City's Hearing Conservation Program service shall include:

1. Audiometric testing, Hearing Conservation Program training (including hearing protection device fitting and suitability), and workplace noise sampling and dosimetry will be scheduled by Contractor at the request of each participating City bureau. Contractor shall begin the work within twenty-one (21) calendar days of the service request.
2. Contractor must notify the Bureau Hearing Conservation Coordinator or Safety Officer of any employee STS in writing or via phone at the end of daily audiometric testing.
3. Hard copies and electronic copies of all hearing conservation program reports will be provided by Contractor to the respective Bureau Hearing Conservation Coordinators or Safety Officer within sixty (60) calendar days of the service(s) being provided.
4. Contractor shall provide electronic records and hard copies of the records of annual (January 1-December 31) audiometric testing, Hearing Conservation Program training, and bureau requested noise surveys and dosimetry to the respective Bureau Hearing Conservation Program Coordinator or Safety Officer by January 30 of the following calendar year. Citywide summaries of these same electronic records must be provided to the OMF Risk Management Program Manager by January 30 of the following calendar year.
5. Invoicing by the Contractor to the individual bureaus must be completed within thirty (30) days of service. If invoicing is not completed within this time frame, the City may not be considered delinquent in payment and no late charges or interest charges may accrue regardless of the time the City takes to process and pay an invoice.

All deliverables and resulting work products from this contract will become the property of the City of Portland.

CONSULTANT PERSONNEL

The Consultant shall assign qualified and certified (if required by law) personnel to do the work.

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
None		\$
		\$

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 \$350,000 (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.

PAYMENT TERMS: Net 30 Days

Hourly Rates

The billing rates shall not exceed those set forth below:

FEE STRUCTURE: Fee structure is based upon the amount of time needed on-site, including the OSHA/FRA/MSHA required calibration, taking into account the maximum number of people that can be accommodated within each time period. Below is a table illustrating the capabilities of each time period (i.e., Short Day, Half Day or Full Day). A definition of each time period follows, as well as the break requirements for each period.

	*Short Day	*Short Day with Training	*Short Day with Training & Fitting	*Half Day	*Half Day with Training	*Half Day with Training & Fitting	*Full Day	*Full Day with Training	*Full Day with Training & Fitting
Max # of Employees Tested	36	24	18	66	42	30	126	84	54
Van Testing Fee only	\$755			\$1023			\$1390		

Definitions:

Short Day = 0 to 2 hours (no break)

Half Day = 2 to 4 hrs (including break)

Full Day = 4 to 8 hrs (including two breaks and 1/2 hr lunch)

More than 8 hour testing day will be charged at Full Day rate plus applicable rate for number of hours past 8 (ie: 10 hour day = Full day rate (\$1390) + Short Day rate (\$755) = \$ 2145)

**Scheduled testing dates cancelled by the client with less than five business days' notice will be billed the Short Day, Half Day or Full Day rate, whichever applies.*

Estimated Cost Summary for Half Day Time Block (Example Only)

OSHA/FRA/MSHA required calibration (est. 30 min)	\$ 79.00
42 Employees with Testing & Training (4 hours)	\$1,023.00
Reports/Deliverables (approx. 15 min)	\$ 32.50
Total Invoice (4.75 hours)	\$1,134.50

ADDITIONAL SERVICES:

OSHA/FRA/MSHA required calibration (est. 30 min)	\$ 158.00/hour est. \$79.00
Reports/Deliverables (est. 15 min)	\$ 158.00/hour est. \$32.50
Classroom Training Session:	\$ 105.00 per half hour session
Individual Training (van or clinic):	\$ 5.90 per employee
S.T.S Re-fit/re-train counseling:	\$ 11.75 per employee
Hearing Protection Fitting:	\$ 8.50 per employee (\$100.00 per hour minimum)
Fit Check (15 min testing period per employee)	\$ 100.00 per hour
Noise Level Survey & Report rate:	\$ 179.00 per hour (2 hr. min)
Dosimetry study:	\$ 179.00 per hour observed
\$ 435.00 per employee unobserved	
Audiologist Consultation Rate:	\$ 210.00 per hour
Audiologist expert witness trial preparation:	\$ 210.00 per hour
Audiologist witness testimony/deposition:	\$ 290.00 per hour
Technician witness testimony/deposition:	\$ 225.00 per hour
Technician Consultation Rate:	\$ 179.00 per hour
Support staff rate:	\$ 84.00 per hour
Local portable testing	\$ 48.00 per employee
Testing result obtained at independent clinic locations:	
Data Entry & Management/Consultation	\$ 20.00 per employee
Analysis & Data Entry of previous results:	\$ 8.40 per employee or \$ 84.00 per hour
Additional report copies:	\$ 79.00 each
Disk of data:	\$ 125.00
<i>(For clients with HearTrak, charge only if report is sent also)</i>	

Per Diem: GSA CONUS Rates (For testing outside the Portland city limits)

Scheduled testing dates cancelled by the client with less than five business days' notice will be billed the Half Day or Full Day, whichever applies.

PLEASE NOTE: Our fee structure is based upon the amount of time needed on-site, including the OSHA/FRA/MSHA required calibration, while taking into account the maximum number of people that can be accommodated within each time maximum.

Standard Reimbursable Costs

Mileage, lodging, meals or other expenses not agreed upon by the City will not be reimbursed.

Subconsultant Costs

Compensation for subconsultants shall be limited to the same restrictions imposed on the Consultant.

Adjustment of Labor Rates Due to Inflation

Annual adjustment of hourly rates will be considered upon written request from the Consultant. Approval of a request for rate increases is solely within the City's discretion and under no circumstances is the City obligated to approve such a request.

Rate increases are subject to the following limitations:

- No increases will be granted before the one-year anniversary of the contract;
- No more than one increase shall be granted per contract year;
- Rate increases may not exceed the then-current average inflation rate for the Portland Metropolitan Area (as determined from the US Department of Labor statistics);
- Rate increases shall not be retroactive.

Other than the impact of inflation as described above, hourly rates may not be increased.

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager 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.

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: _____ Date: _____ Entity: _____

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.

Washington Audiology Services Inc.

BY: _____ Date: _____

Name: _____

Title: _____

187234

CONTRACT NUMBER: 30004693

CONTRACT TITLE: On-Call Services for Hearing Conservation Program

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:

By: _____ Date: _____
Office of City Attorney