

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

CONTRACT NUMBER _____

**TITLE OF WORK PROJECT
Environmental Analytical Laboratory Services**

This contract is between the City of Portland ("City" or "Bureau") and ALS Group USA Corp. dba ALS Environmental ("Consultant" or "Laboratory"). The City's Project Manager for this contract is Charles Lytle.

Effective Date and Duration

This contract shall become effective upon execution by all parties. This contract shall expire, unless otherwise terminated or extended, on November 30, 2020.

Consideration

- (a) City agrees to pay Consultant a sum not to exceed \$1,500,000 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): ALS Group USA Corp. dba ALS Environmental

Address: 10450 Stancliff Road, Suite 210, Houston, TX 77099

Employer Identification Number (EIN): 76-0606679

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

City of Portland Business Tax Registration Number: 434906

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. In connection with its activities under this Contract, the Consultant 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.

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 consultant'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.. 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 \$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.

☒ 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 by contacting the PTE Contract Compliance Specialist.

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

Consultant 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 Consultant as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Consultant 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, Consultant, 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. Consultant understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Consultant 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.

32. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as consultants, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Consultant indicates compliance with all terms and conditions contained in this Contract including HR 2.02.

STATEMENT OF THE WORK AND PAYMENT SCHEDULE

SCOPE OF WORK

The Bureau's Water Pollution Control Laboratory (WPCL) requires environmental analytical services for the analysis of water, wastewater, biosolids, soils, and other matrices for organic, inorganic, and conventional parameters. Two types of services are needed: (1) analyses using well-established methods with standard reporting limits; and (2) analyses requiring detection levels below the standard reporting levels published with the methods and/or with extra compounds not listed with the methods.

The Consultant will perform the following services: (1) analyses using well-established methods with standard reporting limits; and (2) analyses requiring detection levels below the standard reporting levels published with the methods and/or with extra compounds not listed with the methods. Unless instructed otherwise by the WPCL, analyses must be performed following the methods and protocols published by the Environmental Protection Agency (EPA), American Public Health Association (APHA) Standard Methods, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), United States Geological Survey (USGS), or other recognized authority and must be conducted under a rigorous QA/QC program. Anticipated analyses are listed in **Exhibit A - Cost Matrix** attached hereto. The listing of a particular analysis is not a guarantee that it will be requested during the contract period.

The lists of analyses provided in Exhibit A are not all-inclusive. It is possible that analyses other than those listed will be requested during the contract period. Some specialty analyses that may be required on an infrequent basis are identified in **Exhibit C - Specialty Analyses** attached hereto.

a. Turn-Around Time Requirements

Turn-around time is defined as the number of working days (Monday through Friday) between sample receipt at the Laboratory and the transmission of the final report. The Laboratory must be able to meet the following:

Bioassays	40 working days (8 weeks)
dioxins/furans	20 working days (4 weeks)
co-planar PCB congeners	20 working days (4 weeks)
low level organics	15 working days (3 weeks)
all other analyses	10 working days (2 weeks)

The Laboratory must notify the WPCL as soon as possible by e-mail and telephone if any analysis will not be reported within the required turn-around time. The City reserves the right to invoke the following price reduction penalties for reports submitted past the turn-around time requirements listed above:

1 – 5 working days past turn-around time	-10%
6 – 10 working days past turn-around time	-25%
≥ 11 working days past turn-around time	-50%

Data reports submitted more than 15 working days (three weeks) past the required turn-around time or the chronic late submission of reports for any number of days past the required turn-around times may be considered grounds for termination of the contract.

b. Contract Required Detection Limits

For the analyses listed in **Table 1(a) of Exhibit A**, the required detection limits for all analytes will generally be as published in the specified methods. It is recognized that difficult matrices may necessitate an increase in detection limits for particular analytes. Corrective actions or alternate procedures will be selected by mutual agreement between the Laboratory and the WPCL.

For the analyses requiring low-level detection limits [**Table 1(b) of Exhibit A**], the required method reporting limits are listed in **Exhibit B - Low-Level Method Reporting Limit Requirements** attached hereto. The WPCL considers the following terms to be identical: method reporting limit (MRL), practical quantitation limit (PQL), quantitation limit (QL), limit of quantitation (LOQ). All of these terms are strictly defined following guidance from Oregon DEQ as follows: *"...the lowest level at which the entire analytic [sic] system must give a recognizable signal and acceptable calibration for the analyte. It is equivalent to the concentration of the lowest calibration standard, assuming that all method-specified sample weights, volumes, and cleanup procedures have been employed. The [MRL, QL, PQL, LOQ...] is the lowest concentration at which a method can quantify a concentration of a pollutant in a sample..."*

c. Ability to Handle Short-Hold Analyses

The WPCL may experience catastrophic equipment failure or work overloads that would require contracting out analyses with very short holding times. Examples include ortho-phosphate, nitrate, nitrite, BOD-5, and e.Coli. These samples may arrive at the WPCL up to 24 hours after sampling. The Laboratory must be able to receive and analyze these samples within the holding times.

d. Pick-up of Samples

The Laboratory must provide courier service to pick up samples from the WPCL.

WORK PERFORMED BY THE CITY

The WPCL Sample Custodian or Designated Alternate will receive samples from the field, add appropriate preservative (if required), correctly label sample containers, place the containers in a designated area of the sample receiving refrigerator, fill out chain-of-custody (COC) forms, and contact the Laboratory by telephone that samples are ready for pick up. Rush analyses will be clearly marked on the COC forms, and the WPCL will contact the Laboratory regarding rush turn-around requirements as soon as possible.

DELIVERABLES

The Laboratory and all subcontractors' laboratories will submit signed, formal data reports via email in Adobe pdf format. Additionally, the Laboratory and subcontractors' laboratories will make the data available in a standard electronic data deliverable format. The Laboratory and subcontractors' laboratories will include relevant analytical system and matrix batch QC results with data reports.

For special projects, it may be required that data reports contain the method detection limit (MDL) and the method reporting limit (MRL) for each analyte. Results below the MRL but above the MDL must be reported and flagged as estimated using the capital letter J.

The Laboratory shall submit a Monthly Subconsultant Payment and Utilization Report by the 15th of each month with Laboratory's invoice.

SUBCONSULTANTS

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

NAME	ROLE ON PROJECT	ESTIMATED PERCENTAGE OF TOTAL CONTRACT AMOUNT
CH2M Hill Applied Sciences Laboratory	Bioassay	12%
Weck Laboratories, Inc.	Organonitrogen, Phenylurea, and Carbamate Pesticides	23%

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. A copy of the Subconsultant Change Request Form can be found on Procurement Services' website under Contractor Resources.

COMPENSATION

Consultant shall be paid in accordance with **Exhibit A - Cost Matrix**.

Courier Services/Shipping Costs

The Laboratory is responsible for the cost of courier services for pick-up of samples. If samples must be shipped, the Laboratory is responsible for all shipping costs including necessary shipping containers and materials. The City will not reimburse the Laboratory for any of these costs.

Subcontractor Markup

Markup on subcontractor services will not exceed 5%.

Adjustment of Unit Costs Due to Inflation

Unit costs will remain the same for the initial three years of the contract.

After the initial 3-year period, adjustment of unit costs will be considered upon written request from the Laboratory. Approval of 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 during the initial 3-year term 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, unit costs 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. 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.

PAYMENT TERMS: Net 30 Days**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.

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, CONSULTANT 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.

Consultant Signature: JH Calz Date: 10/22/15 Entity: ALS Group USA Corp dba ALS Environmental

IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONSULTANT MUST COMPLETE THE FOLLOWING INDEPENDENT CONSULTANT 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. Consultant: 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.

Consultant Signature _____

Date _____

FOR CITY USE ONLY

PROJECT MANAGER-COMplete ONLY IF CONSULTANT 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.

ALS GROUP USA CORP. dba ALS ENVIRONMENTAL

BY:  Date: 10/22/15

Name: Jeff Christian

Title: Director of Operations, Western USA

CONTRACT NUMBER: _____

CONTRACT TITLE: Environmental Analytical Laboratory Services**CITY OF PORTLAND SIGNATURES:**By: n/a Date: _____
Bureau DirectorBy: n/a Date: _____
Chief Procurement OfficerBy: _____ Date: _____
Elected Official

Approved:

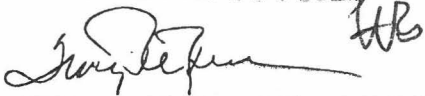
By: _____ Date: _____
Office of City AuditorApproved as to Form: **APPROVED AS TO FORM**By:  Date: 10/27/15
Office of City Attorney **CITY ATTORNEY**

EXHIBIT A COST MATRIX

1. Analysis Cost Matrix

(a) Analyses Requiring Standard Method Reporting Limits

CATEGORY	MATRIX	METHOD REFERENCE	METHOD NAME	UNIT COST \$
Organics	Water	EPA 608	organochlorine pesticides/PCBs	148
		EPA 8081B	organochlorine pesticides	109
		EPA 8321	carbamate pesticides	858*
		EPA 8270	organonitrogen pesticides	
		EPA 8141	organophosphorus pesticides	139
		EPA 549.2	diquat	89
		EPA548.1	endothall	89
	Soil/Sludge	EPA 8151	chlorinated herbicides	158
		EPA 8141	organophosphorus pesticides	139
		EPA 8081B	organochlorine pesticides	109
		EPA 8260	volatile Table II PP organics ^a	71
		EPA 8321	carbamate pesticides	858*
		EPA 8270	organonitrogen pesticides	
		EPA 8270D	semi-volatile organics	134
		EPA 8270D	semi-vol Table II PP organics ^a	142
		EPA 9023	extractable organic halides	72
Misc.	Water	EPA 180.1	turbidity	8
		EPA 370.1	silica	19
		EPA 420.1	phenols	24
		EPA/DEQ	bioassay	3,838**
		EPA 282.3	organotin compounds	219
		ASTM	D422 particle size	108
	Soil/Sludge	ASTM	D422 grain size	108
		EPA 9060	total organic carbon	36
		EPA 8323	organotin compounds	219

*Analyses performed in combination by two procedures. Weck requires 3 sample minimum. Also includes the Phenylurea Pesticides.

**Assumes 6 samples for all 3 procedures.

(b) Analyses Requiring Low-Level Method Reporting Limits

MATRIX	METHOD REFERENCE	METHOD NAME	EXHIBIT B MRL TABLE	UNIT COST \$
Water	EPA 515.4	organochlorine herbicides	B1	105
	Mod. EPA 8081B	organochlorine pesticides	B2	208
	EPA 8270D	semi-volatile organics	B3	278
	EPA 608	pesticides/PCBs	B4	148
Soil/Sludge	Mod. EPA 8081B	organochlorine pesticides	B2	208
	EPA 8270D	semi-volatile organics	B3	278

(c) Footnotes for Cost Matrix Tables

^a PP = priority pollutant list referenced at 40 CFR 136 plus acrolein, acrylonitrile, 2-chloroethylvinylether, benzidine, N-nitrosodimethylamine, and 1,2-diphenylhydrazine.

2. Non-Listed Analytes

Price discount (as percent) for analyses not called-out in Tables 1a and 1b.

20 %

3. Surcharge for Rapid Turn-Around

On occasion, the WPCL may require a turn-around time faster than the contract-required two weeks (ten working days). The WPCL will make every effort to notify the Laboratory in advance the analyses, number of samples, and expedited turn-around requirements. The surcharges (as percent) for rapid turn-around times are as follows:

6 – 9 working days 35 %

3 – 5 working days 62 %

< 3 working days 78 %

4. Ancillary Costs

Cost per visit for sample pick-up at the WPCL 0

Cost per report for including QA/QC data 0

Cost per report for EPA Contract Laboratory Program deliverables 0 (CLP Like)

Cost per batch for shipping and invoicing subcontracted analyses Included

Cost per sample for digestion of fish tissue \$38

EXHIBIT B
LOW-LEVEL METHOD REPORTING LIMIT REQUIREMENTS
FOR METHODS IN TABLE (b), EXHIBIT A

1. EPA Method 515.4

COMPOUND	µg/L
2,4,5-T	0.10
2,4,5-TP (Silvex)	0.10
2,4-D	0.10
2,4-DB	0.40
3,5-Dichlorobenzoic acid	0.20
Acifluorfen	0.20
Bentazon	0.40
Dicamba	0.20
Dichlorprop	0.40
Dinoseb	0.10
Pentachlorophenol	0.04
Picloram	0.40

2. EPA Method 8081B

COMPOUND	ng/L	µg/Kg
4,4'-DDD	0.5	1.0
4,4'-DDE	0.5	1.0
4,4'-DDT	0.5	1.0
Aldrin	0.5	1.0
Alpha-BHC	0.5	1.0
Alpha-Chlordane	0.5	1.0
Beta-BHC	0.5	1.0
Delta-BHC	0.5	1.0
Dieldrin	0.5	1.0
Endosulfan I	0.5	1.0
Endosulfan II	0.5	1.0
Endosulfan Sulfate	0.5	1.0
Endrin	0.5	1.0
Endrin Aldehyde	0.5	1.0
Endrin Ketone	0.5	1.0
Gamma-BHC(Lindane)	0.5	1.0
Gamma-Chlordane	0.5	1.0
Heptachlor	0.5	1.0
Heptachlor Epoxide	0.5	1.0
Methoxychlor	0.5	1.0
Toxaphene	25	50.0

3. EPA Method 8270D

COMPOUND	µg/L	µg/Kg	COMPOUND	µg/L	µg/Kg
1,2,4-Trichlorobenzene	0.2	10.0	Benzo(g,h,i)perylene	0.2	10.0
1,2-Dichlorobenzene	0.2	10.0	Benzo(k)fluoranthene	0.2	10.0
1,3-Dichlorobenzene	0.2	10.0	Benzoic acid	5.0	200.0
1,4-Dichlorobenzene	0.2	10.0	Benzyl alcohol	0.5	20.0
2,4,5-Trichlorophenol	0.5	10.0	Bis(2-chloroethoxy) methane	0.2	10.0
2,4,6-Trichlorophenol	0.5	10.0	Bis(2-chloroethyl) ether	0.2	10.0
2,4-Dichlorophenol	0.5	10.0	Bis(2-chloroisopropyl) ether	0.2	10.0
2,4-Dimethylphenol	4.0	50.0	Bis(2-ethylhexyl) phthalate	1.0	100.0
2,4-Dinitrophenol	4.0	200.0	Butyl benzyl phthalate	0.2	10.0
2,4-Dinitrotoluene	0.2	10.0	Chrysene	0.2	10.0
2,6-Dinitrotoluene	0.2	10.0	Dibenzo(a,h)anthracene	0.2	10.0
2-Chloronaphthalene	0.2	10.0	Dibenzofuran	0.2	10.0
2-Chlorophenol	0.5	10.0	Diethyl phthalate	0.2	10.0
2-Methylnaphthalene	0.2	10.0	Dimethyl phthalate	0.2	10.0
2-Methylphenol	0.5	10.0	Di-n-butyl phthalate	0.2	20.0
2-Nitroaniline	0.2	20.0	Di-n-octyl phthalate	0.2	10.0
2-Nitrophenol	0.5	10.0	Fluoranthene	0.2	10.0
3,3'-Dichlorobenzidine	2.0	100.0	Fluorene	0.2	10.0
3-Nitroaniline	1.0	20.0	Hexachlorobenzene	0.2	10.0
4,6-Dinitro-2-methylphenol	2.0	100.0	Hexachlorobutadiene	0.2	10.0
4-Bromophenylphenyl ether	0.2	10.0	Hexachlorocyclopentadiene	1	50.0
4-Chloro-3-methylphenol	0.5	10.0	Hexachloroethane	0.2	10.0
4-Chloroaniline	0.2	10.0	Indeno(1,2,3-cd)pyrene	0.2	10.0
4-Chlorophenylphenyl ether	0.2	10.0	Isophorone	0.2	10.0
4-Methylphenol	0.5	10.0	Naphthalene	0.2	10.0
4-Nitroaniline	1.0	20.0	Nitrobenzene	0.2	10.0
4-Nitrophenol	2.0	100.0	N-Nitrosodi-n-propylamine	0.2	10.0
Acenaphthene	0.2	10.0	N-Nitrosodiphenylamine	0.2	10.0
Acenaphthylene	0.2	10.0	Pentachlorophenol	1.0	100.0
Anthracene	0.2	10.0	Phenanthrene	0.2	10.0
Benzo(a)anthracene	0.2	10.0	Phenol	0.5	30.0
Benzo(a)pyrene	0.2	10.0	Pyrene	0.2	10.0
Benzo(b)fluoranthene	0.2	10.0			

4. EPA Method 608

COMPOUND	µg/L
Aldrin	0.01
α-BHC	0.01
β-BHC	0.01
γ-BHC (Lindane)	0.01
Chlordane (technical)	0.1
α-Chlordane	0.01
γ-Chlordane	0.01
4,4'-DDD	0.01
4,4'-DDE	0.01
4,4'-DDT	0.01
Dieldrin	0.01
Endosulfan I	0.01
Endosulfan II	0.01
Endosulfan sulfate	0.01
Endrin	0.01
Endrin aldehyde	0.01
Heptachlor	0.01
Heptachlor epoxide	0.01
Methoxychlor	0.01
Toxaphene	0.5
Aroclor 1016	0.5
Aroclor 1221	1
Aroclor 1232	0.5
Aroclor 1242	0.5
Aroclor 1248	0.5
Aroclor 1252	0.5
Aroclor 1260	0.5

EXHIBIT C SPECIALTY ANALYSES

The specialty analyses listed below may be required on an infrequent basis. In the event these analyses are requested during the contract period, they will be charged at the "non-listed analytes" price discount identified on **Exhibit A - Cost Matrix**.

METHOD REFERENCE	METHOD NAME	NOTES
EPA 900 series	gamma scan	
EPA 524, 1666, 1671	pharmaceutical solvents	
EPA 1311/8151	TCLP-herbicides	
EPA 1311/8081	TCLP-pesticides	
EPA 1311/8260	ZHE TCLP-volatile organics	
EPA 9076	total halogens (TX)	
mod. EPA 1664	oil & grease	in solids
EPA 7195/7196	chromium (VI)	
SM 9020B	water suitability	for microbiology
agricultural	compost characterization	
EPA 600/R-93/116	asbestos	by polarized light microscopy
RSK 175	gas assay (methane)	