

3203

CITY OF NEWPORT, OREGON GOODS AND SERVICES CONTRACT

Pretreatment Local Limits Lab Testing

BASED UPON the quotes submitted in response to a request for quotes for Pretreatment Local Limits Lab testing, as issued and administered by City of Newport (City), City and Eurofins Frontier Global Sciences, LLC (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Quotes
- (2) Exhibit B – Contractor Quote
- (3) Exhibit C – Oregon Public Contracting Requirements

To the extent there are any inconsistencies or conflicts between this document and Exhibit B, this document shall control and prevail.

1. **Term.** The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. **Scope of Work.** Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within 90 days of the date given in the Notice to Proceed.

3. **Compensation.**

3.1 **Basis of Payment.** Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of \$20,929.50.

3.2 **Invoices.** Payments shall be based upon Contractor's invoices submitted to City upon completion of any sample delivery group.

- a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.
5. Termination for Convenience. This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving thirty (30) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. Work completed and accepted before termination includes work that was in-house and being processed at the date notice of termination was given but completed after the date of termination. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.
6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
 - 6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
 - 6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party

seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. **Standard of Care.** Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.

10. **Reports.** The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Fax: (541) 265-3301

CONTRACTOR:

Eurofins Frontier Global Sciences, LLC
5755 8th Street East
Tacoma, WA 98424
Phone: (253) 922-2310
Fax: (425) 420-9210

16. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. **Insurance.** Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. **Commercial General Liability Insurance**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors & Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. **Commercial Automobile Insurance**

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

17.3. **Workers' Compensation Insurance**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers that will comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation of insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the Contractor shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.7. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.8. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

17.9. Excess/Umbrella Policy

Contractor's Excess/Umbrella policy of \$15,000,000 will cover any claim over the basic policy limits for Commercial General Liability and Automobile Liability.

18. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the negligence of City. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

Notwithstanding anything to the contrary stated elsewhere in this Agreement, Contractor's commercial general liability under this Agreement shall not exceed amounts recoverable under the comprehensive general liability insurance required under this Agreement. Such limitation of liability shall not apply in instances of Contractor's gross negligence or willful misconduct. In no event shall Contractor be liable to City for any special, indirect, or consequential damages occasioned by the services performed.

19. **Force Majeure.** This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. **Independent Contractor.** It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing

work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.

21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Non-Waiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.
23. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
24. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles.
26. Consent to Jurisdiction. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.
27. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
28. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the

Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

29. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
30. Severability/Counterparts. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.
31. Entire Agreement. This Agreement shall be the exclusive agreement between the parties with respect to the included terms and for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
32. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

CITY OF NEWPORT

Eurofins Frontier Global Sciences, LLC

By: 

By:  

Title: City Manager

Title: President

Date: 08/24/21

Date: 8/18/21

EXHIBIT A
Request for Quotes

EXHIBIT B
Contractor Quote



Environment Testing
America

Eurofins FGS, Seattle
5755 8th Street East
Tacoma, WA 98424

Tel: (253) 922-2310
Fax: (425) 420-9210
www.EurofinsUS.com

April 06, 2021

Stephanie Kerns
The City of Newport
169 SW Coast Hwy
Newport, OR 97365
s.kerns@newportoregon.gov
Tel: (541) 574-3372

Subject: Analytical Services Proposal - OR Local Limits Wastewater Study-2021
Eurofins Frontier Global Sciences Quotation Number 58016348
Revision 1

Dear Stephanie Kerns:

We appreciate the opportunity to provide your company with a revised quotation for your OR Local Limits Wastewater Study-2021 project. Eurofins Frontier Global Sciences has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes.

Chlorine is not included in quote as it should be performed in the field.

Eurofins Frontier Global Sciences is not certified for benzidine by Method 625.1

Hexavalent chromium can be preserved in the field within 24 hours to extend the holding time. Preservation is accomplished by dropwise addition the appropriate reagent to the required pH. (non-DW samples)

At Eurofins Frontier Global Sciences, quality is the hallmark of our business. To ensure your project's data quality objectives are met, we offer experienced personnel who are trained and committed to completing your analytical project on time, a fully documented QA/QC program, and state-of-the-art laboratory equipment and facilities. In addition to being a full service laboratory, we are part of the nation's largest environmental laboratory network. This provides access to an unparalleled spectrum of capabilities and turnaround time options, all through a single point of contact. Pauline Matlock has been assigned as your Project Manager for this work and can be reached by phone at 253 922-2310 or via email at pauline.matlock@eurofinset.com.

- **Total Access:** a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track CoCs, invoices, reports and much more.
- **Level IV Deliverables/Customizable EDDs:** high resolution, text searchable reports, available in virtually any format.
- **Extensive Experience:** Project Managers with in-depth knowledge of regulatory protocols and procedures.
- **Nationwide Logistical Support:** bringing you an extensive courier network, service centers and shipping options throughout the U.S. and abroad.
- **PFAS, Dioxins/Furans, Air, Radiochemistry, IH** and other specialty analyses are offered alongside routine soil and water methods with seamless reports and consolidated EDDs.

The following quotation includes a detailed price breakdown, as well as any notes and clarifications pertaining to your project, and is subject to Eurofins Frontier Global Sciences' Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for choosing Eurofins Frontier Global Sciences, and we look forward to working with you on this project.

Sincerely,

Tracy Dutton
Client Relations Manager
Tracy.Dutton@Eurofinset.com

cc: Pauline Matlock
Issued on: 4/6/2021

Eurofins FGS, Seattle
5755 8th Street East
Tacoma, WA 98424

Prepared for:

Stephanie Kerns
The City of Newport
169 SW Coast Hwy
Newport, OR 97365
s.kerns@newportoregon.gov
Tel: (541) 574-3372

Prepared by Dutton, Tracy L
Date 4/6/2021
Expiration Date 6/26/2021
Est. Start Date

Project: OR Local Limits Wastewater Study-2021

Quote Number: 58016348 - 1

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Quote Number: 58016348 - 1

Wastewater

TAT: 10_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	365.1	Phosphorus, Total	35	\$ 30.00	\$ 1,050.00
Water	1664A	HEM and SGT-HEM (polar and non-polar)	21	\$ 60.00	\$ 1,260.00
Water	350.1	Nitrogen, Ammonia	35	\$ 19.00	\$ 665.00
Water	200.7 Rev 4.4	As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn	28	\$ 70.00	\$ 1,960.00
Water	245.1	Mercury (CVAA)	28	\$ 25.00	\$ 700.00
Water	335.4	Cyanide, Total	28	\$ 35.00	\$ 980.00
Water	130.2	Hardness, Total (mg/l as CaCO3)	35	\$ 16.00	\$ 560.00

Wastewater

TAT: 10_Days (Business Days)

(to be analyzed by Eurofins Irvine)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	218.6	Chromium, Hexavalent (Ion Chromatography) -field preserved	28	\$ 64.00	\$ 1,792.00
Total Wastewater					\$ 8,967.00

Wastewater - Priority Pollutant List

TAT: 15_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	625.1	Semivolatiles, standard list	10	\$ 190.00	\$ 1,900.00

Wastewater - Priority Pollutant List

TAT: 10_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	624.1	Volatiles, standard list - 3 day TAT , unpreserved vials	10	\$ 144.00	\$ 1,440.00
Water	608.3	Pesticides, standard list	10	\$ 110.00	\$ 1,100.00
Water	608.3	PCBs, standard list	10	\$ 70.00	\$ 700.00
Water	200.7 Rev 4.4	PPM-13 ICP Metals	10	\$ 75.00	\$ 750.00
Water	245.1	Mercury (CVAA)	10	\$ 25.00	\$ 250.00
Water	130.2	Hardness, Total (mg/l as CaCO3)	10	\$ 16.00	\$ 160.00

Wastewater - Priority Pollutant List

TAT: 15_Days (Business Days)

(to be analyzed by Eurofins TestAmerica, Sacramento)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	1613B	2,3,7,8 -TCDD only	10	\$ 375.00	\$ 3,750.00

Eurofins FGS, Seattle
5755 8th Street East
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Date 4/6/2021
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Quote Number: 58016348 - 1

Wastewater - Priority Pollutant List

TAT: 15_Days (Business Days)

(to be analyzed by Eurofins Eaton Analytical)

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	Subcontract	Asbestos - TEM	10	\$ 180.00	\$ 1,800.00
Total Wastewater - Priority Pollutant List					\$ 11,850.00

Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	45	\$ 2.50	\$ 112.50
Deliverables - Level II Report	1	\$ 0.00	\$ 0.00
Minimum Total Invoice per analytical receipt (for details see T&Cs)	0	\$ 150.00	\$ 0.00
Total Other Charge			\$112.50

Total Other Charges \$ 112.50

Total Analysis Charges \$ 20,817.00

Grand Total for Quote 58016348 \$ 20,929.50

***Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

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PROJECT DETAILS

Exceptions and Clarifications

Chlorine is not included in quote as it should be performed in the field.

Eurofins Frontier Global Sciences is not certified for benzidine by Method 625.1

Hexavalent chromium can be preserved in the field within 24 hours to extend the holding time. Preservation is accomplished by dropwise addition the appropriate reagent to the required pH. (non-DW samples)

Holding Times & Containers

Please review details in "Additional Sample Information" near the end of this quote. Several methods requested have short holding times. Please plan to get samples to the lab as soon as possible after sample collection to improve our opportunities to meet the short holding times for certain methods.

3 days holding time:

Volatiles by Method 624.1 - unpreserved

(we request that samples requiring the unpreserved vials be sampled early in the week)

7 days holding time:

Aqueous extractions for Semivolatiles by Methods 625.1

Aqueous extractions for Pesticides and PCBs.

Deliverables

Included in these quoted prices are Level II data deliverables and standard TAL EDD, if needed. Should you need a Level III data deliverable, add 10% surcharge. We can provide a Level IV data deliverable for a 15% surcharge.

Lab Address

Eurofins Frontier Global Sciences
5755 8th Street East
Tacoma, WA 98424
253-922-2310

Sample Receiving & Courier Service

Sample Receiving Hours

8 am to 5 pm Monday - Friday

Samples received at the laboratory after 3:00 pm are considered received on the following business day (Monday-Friday, no holidays).

We will do our best to meet rush received after 3 pm, but to better ensure success this should be arranged with your PM prior to sample submittal.

Eurofins Frontier Global Sciences accepts Saturday deliveries via Fed Ex and client drop off every Saturday from 9-12. You will need to request Saturday delivery when you ship or Fed Ex will hold the samples until Monday.

Portland

Courier Service

When courier services are available, Eurofins Frontier Global Sciences will pick up samples or drop off supplies during business hours, for a fee of \$50 per pick-up, within a designated service area for events that are a minimum of \$200 of analytical services. Courier services must be arranged, at a minimum, 24 hours in advance. Courier services beyond those parameters outlined above are available at an additional cost. Please contact your Project

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Manager to inquire about availability and cost.

Details - LVI

LVI - Smaller Sample Collection Volumes

Eurofins Frontier Global Sciences offers our Lower Volume Initiative (LVI) for most extractable organic analyses for aqueous samples, while continuing to meet all regulatory limits. This will save you time in the field, reducing labor costs and shipping costs if you are working outside our courier range. We offer:

250 ml sample volumes for

Pesticides by 608.3

PCBs by 608.3

Advantage

Eurofins Frontier Global Sciences provides a national network of strategically located labs and service centers utilizing an integrated laboratory information management system (LIMS) to deliver seamless reports and EDDs. This unified capability facilitates sharing work between labs, taking advantage of our redundant capacity, to meet your project schedule and data quality objectives.

Total Access to Deliverables

TotalAccess allows you to track all aspects of your environmental data program, rapidly - day or night, at work or on the road - through your own familiar web browser. TotalAccess can get your whole environmental data program organized. It's an online resource that will make your job easier, your workflow faster, and your desktop cleaner.

TotalAccess features include:

- Real time access to your sample status and result data in our Laboratory Information Management System (LIMS).
- 24/7 availability to download your Electronic Data Deliverable (EDD) files.
- Convenient organization of all your program information in one place, categorized your way.
- Instant archiving of all documents for secure storage and fast retrieval.
- Dynamic interactive capabilities, enabling you to query and trend data.
- Access to analytical capabilities and methodologies to help you select the best procedures.
- Access to lists of Certification programs detailing approved Eurofins Frontier Global Sciences laboratories for each.
- Online access to your invoices and quotes.
- Ability to compare data results to the regulatory limits.

Eurofins FGS Business T&Cs

Confidentiality -

This quote has been prepared by Eurofins Frontier Global Sciences solely for the use of the customer to whom it is addressed in evaluating Eurofins Frontier Global Sciences' qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins TestAmerica upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, submittal of samples will indicate acceptance of this quotation.

Terms and Conditions -

This quotation is based solely upon Eurofins Frontier Global Sciences' standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample

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Prepared by Dutton, Tracy L
Date 4/6/2021
Expiration Date 6/26/2021
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Project: OR Local Limits Wastewater Study-2021

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quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins Frontier Global Sciences' Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Quote Expiration -

Pricing listed in the proposal will expire **90 days** from the quote date unless the project is awarded/confirmed within that time period. Unless otherwise set forth in this quotation, Eurofins Frontier Global Sciences reserves the right to re-evaluate pricing for extended length projects on an annual basis.

SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

PROJECT SETUP

Field Sampling Products -

Eurofins Frontier Global Sciences can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices is not included in the quoted rates for volatile analysis.

Core Samplers

- 5 gram Core N' One and EnCore samplers are available at \$10 each (three required per sample).
- Disposable Core N' One T-Handles are available at \$15 each.
- Eurofins TestAmerica does not supply EnCore T-Handles.

Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

Coolers and Sampling Supplies -

- Sampling Supplies: Eurofins Frontier Global Sciences will provide sample containers and coolers to support the sampling of water and soil samples. Extra bottles may be provided (up to 10%) in case of breakage. Eurofins Frontier Global Sciences expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 70% or higher of the expected/quoted sample number. Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.
- Sample Container Shipping: The containers and preservatives required by the project shall be delivered via ground transportation. A minimum of **5 business days** advance notice is required in order to achieve shipment by ground transportation. Supply shipments

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requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at Eurofins Frontier Global Sciences' cost. Alternatively, Eurofins Frontier Global Sciences can ship the supplies via carrier of choice by the client using the client's shipping account.

Eurofins Frontier Global Sciences does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

Courier Services and Sample Pick-Up -

Courier Services are offered by some Eurofins Frontier Global Sciences labs. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

Minimum Log-In Charges -

Eurofins Frontier Global Sciences' minimum charge is **\$150** for a group of samples received together for analysis. Our minimum invoice value is \$150.

QC Limit Disclaimer -

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

Turnaround Time -

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 11 AM will be considered received the next business day.

- Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and number of samples. Samples received after 11 AM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 30%
- 4 Business Days TAT = 45%
- 3 Business Days TAT = 60%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

PROJECT DELIVERABLES

Eurofins Frontier Global Sciences will provide two analytical report formats, a final report in PDF format and a standard Eurofins Frontier Global Sciences EDD. Both electronic report

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formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials cost of report generation and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- **Report Format:** Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.
- **Electronic Data Deliverable Format:** Eurofins Frontier Global Sciences has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Frontier Global Sciences offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$50/hour.

PROJECT SPECIFICATIONS

Cancellation Fee -

A fee will be charged for cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

Changes in Scope and Work Revisions -

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project specific charges at the time a change order is received.

Held Samples -

- **Held samples not analyzed:** Samples submitted on hold will be billed at 35% of the analysis fee (minimum \$10/sample). If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- **Extracted/Prepped and Held samples:** Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- **Extended archival of samples:** Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This

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fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

Matrix Spike/Spike Duplication (MS/MSD) Samples -

When MS/MSDs are not specifically requested, Eurofins Frontier Global Sciences will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

Multiple Dilutions Analyzed -

Eurofins Frontier Global Sciences strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins Frontier Global Sciences will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

Sample Disposal -

Eurofins Frontier Global Sciences will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

Special Sample Handling Fees -

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures
- Extra disposal costs for unique waste streams

Trip Blanks -

Eurofins Frontier Global Sciences typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

ADDITIONAL BUSINESS TERMS AND CONDITIONS

Environmental Management Fee

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

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Field Parameters -

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

Network or Subcontract Labs -

- Networking: Eurofins Frontier Global Sciences reserves the right to perform the services at any laboratory in the Eurofins Frontier Global Sciences network, unless the Client has required a particular location for the work.
- Subcontracting: Eurofins Frontier Global Sciences reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins Frontier Global Sciences' sole judgment, it is reasonably necessary, appropriate or advisable to do so. Eurofins Frontier Global Sciences will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins Frontier Global Sciences will in no way be liable for any subcontracted services (outside the Eurofins network) except for work performed at laboratories which have been audited and approved by Eurofins Frontier Global Sciences.

Price Surcharge Due To Sample Volume -

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request. If the volume of samples submitted is less than 70% of the projected volume, a surcharge of 10% of the total project cost may be assessed.

Professional and Administrative Services -

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins Professional Rate Schedule.

Taxes -

Where reports are issued in or delivered to a state which assesses sales tax on Eurofins Frontier Global Sciences' services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins Frontier Global Sciences.

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Wastewater

Matrix	Method	Test Description	Analyte	RL	RL	Units
Water	365.1	Phosphorus, Total	Phosphorus	0.150	0.150	mg/L
Water	1664A	HEM and SGT-HEM (polar and non-polar)	SGT-HEM (Oil and Grease - Nonpolar)	5.00	5.00	mg/L
			HEM Polar (Oil and Grease - Polar)	5.00	5.00	mg/L
Water	350.1	Nitrogen, Ammonia	Ammonia as N	0.500	0.264	mg/L
Water	200.7 Rev 4.4	As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn	Arsenic	0.0600	0.00720	mg/L
			Cadmium	0.0200	0.000200	mg/L
			Chromium	0.0250	0.00130	mg/L
			Copper	0.0600	0.00550	mg/L
			Lead	0.0300	0.00270	mg/L
			Molybdenum	0.0400	0.00120	mg/L
			Nickel	0.0200	0.00100	mg/L
			Selenium	0.100	0.00870	mg/L
			Silver	0.0500	0.00850	mg/L
			Zinc	0.0400	0.00930	mg/L
Water	245.1	Mercury (CVAA)	Mercury	0.000300	0.000150	mg/L
Water	335.4	Cyanide, Total	Cyanide, Total	0.0600	0.0600	mg/L
Water	130.2	Hardness, Total (mg/l as CaCO3)	Hardness as calcium carbonate	2.00	2.00	mg/L

Wastewater - Priority Pollutant List

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	624.1	Volatiles, standard list - 3 day TAT , unpreserved vials	1,1,1-Trichloroethane	0.200	0.0250	ug/L
			1,1,2,2-Tetrachloroethane	0.200	0.0560	ug/L

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Wastewater - Priority Pollutant List

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			1,1,2-Trichloroethane	0.200	0.0700	ug/L
			1,1-Dichloroethane	0.200	0.0250	ug/L
			1,1-Dichloroethene	0.200	0.0350	ug/L
			1,2-Dichlorobenzene	0.300	0.0380	ug/L
			1,2-Dichloroethane	0.200	0.0430	ug/L
			1,2-Dichloropropane	0.200	0.0600	ug/L
			1,3-Dichlorobenzene	0.300	0.0500	ug/L
			1,4-Dichlorobenzene	0.300	0.0500	ug/L
			2-Chloroethyl vinyl ether	6.00	0.348	ug/L
			Acrolein	15.0	1.07	ug/L
			Acrylonitrile	10.0	0.780	ug/L
			Benzene	0.200	0.0300	ug/L
			Bromoform	0.500	0.157	ug/L
			Bromomethane	0.500	0.0620	ug/L
			Carbon tetrachloride	0.200	0.0250	ug/L
			Chlorobenzene	0.200	0.0250	ug/L
			Chlorodibromomethane	0.200	0.0550	ug/L
			Chloroethane	0.500	0.0960	ug/L
			Chloroform	0.200	0.0300	ug/L
			Chloromethane	0.500	0.0680	ug/L
			cis-1,3-Dichloropropene	0.200	0.0900	ug/L
			Dichlorobromomethane	0.200	0.0600	ug/L
			Ethylbenzene	0.200	0.0300	ug/L
			Methylene Chloride	5.00	1.20	ug/L
			m-Xylene & p-Xylene	0.500	0.115	ug/L
			o-Xylene	0.500	0.147	ug/L
			Tetrachloroethene	0.500	0.0840	ug/L
			Toluene	0.200	0.0500	ug/L
			trans-1,2-Dichloroethene	0.200	0.0330	ug/L
			trans-1,3-Dichloropropene	0.200	0.0920	ug/L
			Trichloroethene	0.200	0.0660	ug/L
			Trichlorofluoromethane	0.500	0.0430	ug/L
			Vinyl chloride	0.0200	0.0130	ug/L
		Surrogate Cpnd				
			1,2-Dichloroethane-d4 (Surr)	15.0	0.500	
			4-Bromofluorobenzene (Surr)	15.0	3.60	
			Dibromofluoromethane (Surr)	15.0	0.500	
			Toluene-d8 (Surr)	15.0	0.500	
				RL	MDL	Units
Water	608.3	Pesticides, standard list	Aldrin	0.0240	0.00700	ug/L
			alpha-BHC	0.0180	0.00400	ug/L
			beta-BHC	0.0210	0.0120	ug/L
			delta-BHC	0.0150	0.00500	ug/L
			gamma-BHC (Lindane)	0.0200	0.00500	ug/L

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Wastewater - Priority Pollutant List

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			4,4'-DDD	0.0150	0.00600	ug/L
			4,4'-DDE	0.0100	0.00300	ug/L
			4,4'-DDT	0.0200	0.00500	ug/L
			Dieldrin	0.0180	0.00500	ug/L
			.alpha.-Endosulfan	0.0200	0.00300	ug/L
			.beta.-Endosulfan	0.0240	0.00500	ug/L
			Endosulfan sulfate	0.0200	0.00300	ug/L
			Endrin	0.0120	0.00300	ug/L
			Endrin aldehyde	0.0600	0.0340	ug/L
			Heptachlor	0.0150	0.00400	ug/L
			Heptachlor epoxide	0.0200	0.00300	ug/L
			Endrin ketone	0.0200	0.00200	ug/L
			Toxaphene	2.00	0.460	ug/L
			cis-Chlordane	0.0270	0.00800	ug/L
			trans-Chlordane	0.0200	0.00300	ug/L
		Surrogate Cpnd				
			Tetrachloro-m-xylene	0.100	0.0270	
			DCB Decachlorobiphenyl	0.100	0.0240	
				RL	MDL	Units
Water	608.3	PCBs, standard list	Aroclor 1016	0.450	0.0610	ug/L
			Aroclor 1221	0.450	0.0750	ug/L
			Aroclor 1232	0.450	0.0630	ug/L
			Aroclor 1242	0.450	0.0590	ug/L
			Aroclor 1248	0.450	0.0520	ug/L
			Aroclor 1254	0.450	0.0750	ug/L
			Aroclor 1260	0.450	0.0610	ug/L
			PCB-1268	0.450	0.0590	ug/L
			PCB-1262	0.450	0.0630	ug/L
		Surrogate Cpnd				
			Tetrachloro-m-xylene	0.100	0.0270	
			DCB Decachlorobiphenyl	0.100	0.0240	
				RL	MDL	Units
Water	200.7 Rev 4.4	PPM-13 ICP Metals	Antimony	0.0600	0.00420	mg/L
			Arsenic	0.0600	0.00720	mg/L
			Beryllium	0.0200	0.000400	mg/L
			Cadmium	0.0200	0.000200	mg/L
			Chromium	0.0250	0.00130	mg/L
			Copper	0.0600	0.00550	mg/L
			Lead	0.0300	0.00270	mg/L
			Nickel	0.0200	0.00100	mg/L
			Selenium	0.100	0.00870	mg/L

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Wastewater - Priority Pollutant List

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Silver	0.0500	0.00850	mg/L
			Thallium	0.100	0.00320	mg/L
			Zinc	0.0400	0.00930	mg/L
				RL	MDL	Units
Water	245.1	Mercury (CVAA)	Mercury	0.000300	0.000150	mg/L
				RL	RL	Units
Water	130.2	Hardness, Total (mg/l as CaCO3)	Hardness as calcium carbonate	2.00	2.00	mg/L
				RL	MDL	Units
Water	625.1	Semivolatiles, standard list	Phenol	1.00	0.360	ug/L
			Bis(2-chloroethyl)ether	0.100	0.0300	ug/L
			2-Chlorophenol	1.00	0.0500	ug/L
			1,3-Dichlorobenzene	0.400	0.0400	ug/L
			1,4-Dichlorobenzene	0.400	0.0400	ug/L
			1,2-Dichlorobenzene	0.400	0.0500	ug/L
			2-Methylphenol	0.600	0.0500	ug/L
			N-Nitrosodi-n-propylamine	0.400	0.0600	ug/L
			Hexachloroethane	1.00	0.0500	ug/L
			Nitrobenzene	1.00	0.0400	ug/L
			Isophorone	0.400	0.100	ug/L
			2-Nitrophenol	1.00	0.0700	ug/L
			2,4-Dimethylphenol	4.00	0.160	ug/L
			Bis(2-chloroethoxy)methane	0.600	0.0500	ug/L
			2,4-Dichlorophenol	1.00	0.200	ug/L
			1,2,4-Trichlorobenzene	0.400	0.0900	ug/L
			Naphthalene	0.400	0.160	ug/L
			Hexachlorobutadiene	1.00	0.0600	ug/L
			Parachlorometacresol	0.600	0.130	ug/L
			Hexachlorocyclopentadiene	1.00	0.140	ug/L
			2,4,6-Trichlorophenol	0.600	0.100	ug/L
			2,4,5-Trichlorophenol	0.400	0.100	ug/L
			2-Chloronaphthalene	1.00	0.0700	ug/L
			Dimethyl phthalate	0.600	0.0600	ug/L
			Acenaphthylene	1.00	0.0600	ug/L
			2,6-Dinitrotoluene	0.400	0.100	ug/L
			Acenaphthene	0.400	0.0500	ug/L
			2,4-Dinitrophenol	5.00	1.60	ug/L
			4-Nitrophenol	10.0	1.70	ug/L
			Dibenzofuran	0.400	0.100	ug/L
			2,4-Dinitrotoluene	1.00	0.100	ug/L
			Diethyl phthalate	1.00	0.150	ug/L
			4-Chlorophenyl phenyl ether	0.600	0.0500	ug/L

Eurofins FGS, Seattle
5755 8th Street East
Tacoma, WA 98424

Prepared for:

Stephanie Kerns
The City of Newport
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Tel: (541) 574-3372

Prepared by Dutton, Tracy L
Date 4/6/2021
Expiration Date 6/26/2021
Est. Start Date

Project: OR Local Limits Wastewater Study-2021

Quote Number: 58016348 - 1

Wastewater - Priority Pollutant List

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Fluorene	0.250	0.0500	ug/L
			4,6-Dinitro-o-cresol	2.00	0.550	ug/L
			N-Nitrosodiphenylamine	1.00	0.0700	ug/L
			4-Bromophenyl phenyl ether	0.600	0.0600	ug/L
			Hexachlorobenzene	0.600	0.0400	ug/L
			Pentachlorophenol	10.0	0.510	ug/L
			Phenanthrene	1.00	0.120	ug/L
			Anthracene	1.00	0.0500	ug/L
			Di-n-butyl phthalate	3.00	0.190	ug/L
			Fluoranthene	0.250	0.0600	ug/L
			Pyrene	1.00	0.0400	ug/L
			Butyl benzyl phthalate	4.00	0.270	ug/L
			3,3'-Dichlorobenzidine	1.00	0.260	ug/L
			Benzo[a]anthracene	0.250	0.0500	ug/L
			Chrysene	0.250	0.0400	ug/L
			Bis(2-ethylhexyl) phthalate	3.00	0.740	ug/L
			Di-n-octyl phthalate	1.00	0.130	ug/L
			Benzo[a]pyrene	0.250	0.0400	ug/L
			Indeno[1,2,3-cd]pyrene	0.400	0.130	ug/L
			Dibenz(a,h)anthracene	0.250	0.0700	ug/L
			Benzo[g,h,i]perylene	0.250	0.0400	ug/L
			Carbazole	0.600	0.100	ug/L
			N-Nitrosodimethylamine	2.00	0.260	ug/L
			Benzidine	10.0	0.320	ug/L
			n-Decane	5.00	0.360	ug/L
			Octadecane	3.00	0.200	ug/L
			Benzo[k]fluoranthene	0.250	0.0500	ug/L
			Benzo[b]fluoranthene	0.250	0.0400	ug/L
			1,2-Diphenylhydrazine (as Azobenzene)	2.00	0.0600	ug/L
			bis (2-chloroisopropyl) ether	0.250	0.0600	ug/L
		Surrogate Cpnd				
			2-Fluorophenol	4.00	0.130	
			Phenol-d5	4.00	0.100	
			Nitrobenzene-d5	2.00	0.330	
			2-Fluorobiphenyl	2.00	0.440	
			2,4,6-Tribromophenol	4.00	0.620	
			Terphenyl-d14	2.00	0.390	
				RL	EDL	Units
Water	1613B	2,3,7,8 -TCDD only	2,3,7,8-TCDD	10.0		pg/L
		Isotope Dilution				
			13C-2,3,7,8-TCDD	2000		
		Surrogate Cpnd				

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Wastewater - Priority Pollutant List

Matrix	Method	Test Description	Analyte
Continued		Surrogate Cpnd	
		37Cl4-2,3,7,8-TCDD	800

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Analytical Sample Information

Analysis Method	Matrix	Preservative	Client Sub List Desc Container	Volume Required	Holding Time
Chromium, Hexavalent (Ion Chromatography)			Chromium, Hexavalent (Ion Chromatography) -field preserved		
218.6_Pres_ORGF	Water	Ammonium Sulfate/ammonium hydroxide	Plastic 250 mL - Ammon. SO4/Ammon. OH -S	50 mL	28 Days
Cyanide, Total			Cyanide, Total		
335.4	Water	Sodium Hydroxide	Plastic 250ml - with Sodium Hydroxide	100 mL	14 Days
General Subcontract Method SUBCONTRACT	Water	None	Asbestos - TEM Subcontract Container - Unpreserved	1 NONE	
Hardness, Total (mg/l as CaCO3)			Hardness, Total (mg/l as CaCO3)		
130.2	Water	Nitric Acid	Plastic 250ml - with Nitric Acid	100 mL	180 Days
HEM and SGT-HEM			HEM and SGT-HEM (polar and non-polar)		
1664A	Water	Hydrochloric Acid	Amber Glass 1 liter Wide - Hydrochloric	2000 mL	28 Days
Mercury (CVAA)			Mercury (CVAA)		
245.1	Water	Nitric Acid	Plastic 250ml - with Nitric Acid	50 mL	28 Days
Metals (ICP)			As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn		
200.7_CWA	Water	Nitric Acid	Plastic 250ml - with Nitric Acid	100 mL	180 Days
Metals (ICP)			PPM-13 ICP Metals		
200.7_CWA	Water	Nitric Acid	Plastic 250ml - with Nitric Acid	100 mL	180 Days
Nitrogen, Ammonia			Nitrogen, Ammonia		
350.1	Water	Sulfuric Acid	Plastic 250ml - with Sulfuric Acid	100 mL	28 Days
Organochlorine Pesticides/PCBs in Water			PCBs, standard list		
608.3	Water	None	Amber Glass 250ml - unpreserved	500 mL	7 Days
Organochlorine Pesticides/PCBs in Water			Pesticides, standard list		
608.3	Water	None	Amber Glass 250ml - unpreserved	500 mL	7 Days
Phosphorus, Total			Phosphorus, Total		
365.1	Water	Sulfuric Acid	Plastic 250ml - with Sulfuric Acid	100 mL	28 Days
Semivolatile Organic Compounds (GC/MS)			Semivolatiles, standard list		
625.1	Water	None	Amber Glass 1 liter - unpreserved	2000 mL	7 Days
Tetra Chlorinated Dioxins & Furans ID HRGC/HRMS			2,3,7,8 - TCDD only		
1613B_Tetras	Water	None	Amber Glass 1 liter - unpreserved	2000 mL	1 Year

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Hold Times listed above represent the minimum allotted time between sampling and lab extraction, prep or analysis.

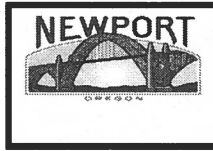
Multiple analyses may be consolidated into fewer containers. Please contact your Project Manager for clarification when requesting sample containers.

Except for some special tests, all samples should be kept cold at 6 degrees C.

EXHIBIT C
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Goods and Services Contract with Eurofins

Date: August 19, 2021

Statement of Purpose: Contract to perform required local limits sampling for the wastewater treatment plant

Department Head Signature: _____

Remarks, if any: _____

City Attorney Review and Signature: _____

Date: 8/23/2021

Other Signatures as Requested by the City Attorney: _____

Name/Position

Date: _____

Budget Confirmed: Signature
Yes ☒ No ☐ N/A ☐

Certificate of Insurance Attached: Yes ☒ No ☐ N/A ☐

City Council Approval Needed: Yes ☐ No ☒ Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: _____

Date: 8/24/21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____

Date: 9/23/2021

Date posted on website: _____