

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
TRACE ANALYTICAL LABORATORIES, INC  
AND THE CITY OF ANN ARBOR  
FOR CERTIFIED LABORATORY WATER AND WASTEWATER TESTING**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Trace Analytical Laboratories, Inc. ("Contractor"), a(n) S-Corp with its address at 2241 Black Creek Rd. Muskegon, MI 49444. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

**I. DEFINITIONS**

Administering Service Area/Unit means Public Services/Environmental Services Laboratory (Water and Wastewater Treatment Units)

Contract Administrator means Environmental Laboratory Supervisor, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Certified Water and Wastewater Testing.

**II. DURATION**

Contractor shall commence performance on August 1<sup>st</sup>, 2022 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

**III. SERVICES**

- A. The Contractor agrees to provide Certified Laboratory Testing ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. INDEPENDENT CONTRACTOR**

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

#### **V. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

#### **VI. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## **VII. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

### **VIII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

**IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

**X. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

**XI. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it

receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

## **XII. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

## **XIII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Trace Analytical Laboratories, Inc  
ATTN: Jon Mink  
2241 Black Creek Rd  
Muskegon, MI 49444

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
Brian Steglitz  
301 E. Huron St.  
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor  
ATTN: Office of the City Attorney  
301 East Huron Street, 3<sup>rd</sup> Floor  
Ann Arbor, Michigan 48104

#### **XIV. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

#### **XV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

#### **XVI. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter

in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

## **XVII. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

## **XVIII. EXTENT OF AGREEMENT**

This Agreement, together Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

## **XIX. ELECTRONIC TRANSACTION**

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

## **XX. EFFECTIVE DATE**

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

**[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]**





**FOR Trace:**

**Jon Mink**

Digitally signed by Jon Mink  
DN: cn=Jon Mink, o=Trace  
Analytical Laboratories, Inc.,  
ou=Senior Project Manager,  
email=jmink@trace-labs.com,  
c=US  
Date: 2022.07.28 14:52:13 -04'00'

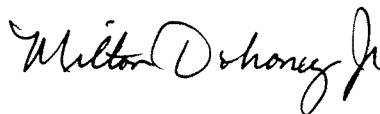
By \_\_\_\_\_

Name: Jon Mink

Title: Senior Project Manager

Date: 07-28-2022

**FOR THE CITY OF ANN ARBOR**

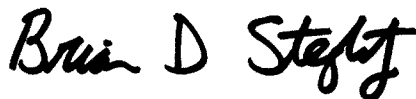


08/09/2022

MILTON DOHONEY JR., CITY ADMINISTRATOR

Date: \_\_\_\_\_

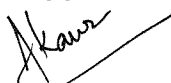
**Approved as to substance**



07/29/2022

BRIAN STEGLITZ, PUBLIC SERVICES AREA ADMINISTRATOR  
Service Area Administrator

**Approved as to form and content**



08/09/2022

ATLEEN KAUR, CITY ATTORNEY  
Atleen Kaur, City Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**SECTION II - SCOPE OF SERVICES**

**A. PROJECT BACKGROUND AND DESCRIPTION**

The City is seeking qualified Contractors to perform analyses of potable and non-potable water samples collected by the City staff. Analyses will be required for both short-term and long-term projects. Analyses may include, but are not limited to the parameters and frequencies listed in Attachment A, and are subject to change at any time.

It is intended that one primary laboratory be selected for analyses as required by the City. However, two or more laboratories may be selected, and the total amount of work as indicated in this Scope, may be divided if determined by the City that by doing so will provide efficiencies of service to the City. The actual amount of work assigned will depend upon the ability of the selected lab(s) to perform all of the required tests, in addition to the level of performance and capacity of the selected lab(s) and the cost of services. Contractors are hereby notified that the City does not guarantee any minimum quantity for any item listed in this proposal or specified in the contract. While prices must be competitive, laboratories must be able to demonstrate a consistently high level of performance with minimal supervision and contract management by City staff with regard to timely, comprehensive, and accurate reports and invoicing. The term of this agreement will be for one (1) year, with the option to renew for up to four (4) 1-year extensions, at the mutual acceptance of both parties.

**B. DESCRIPTION OF REQUIRED SERVICES**

1. Project Kick-off Meeting

The City staff and the Contractor's project team shall meet, in person or over the phone, prior to project initiation to establish project manager responsibilities and to review the specifics of the required services. The Contractor must designate a capable and qualified project manager and an alternate, familiar with drinking water and wastewater analytical methodologies.

2. Project Coordination

A. The Contractor shall dedicate a project manager who will be directly responsible for the management of the contract and who is the primary Contractor contact for the City.

B. The Contractor shall also provide the City the contact information of a backup project manager who will take over responsibilities in the project manager's absence.

- C. Special samples may be provided by the City at any time, and the Contractor shall conduct testing and reporting on special samples on weekends, holidays, and after normal business hours as needed.
- D. The City reserves the right to change the number of samples collected for testing.
- E. At the beginning of any new project, the Contractor will supply the City with a list of all upcoming projects scheduled with the Contractor, including ship dates for kits, number of samples, pricing, and analyses requested.
- F. The Contractor shall coordinate with the City to ensure that all scheduling of sample analysis meets applicable requirements and regulatory deadlines.

### 3. Sampling Supplies

- A. The Contractor shall supply all materials and equipment for safe and method-appropriate handling, collection, preservation and shipping of samples at no additional charge. Shipping and sample containers and supplies shall be suitable for the sample matrix and analytical method.
- B. The Contractor shall provide sample bottle kits specific to each sampling location in properly-sized sample coolers per batch of analysis. A typical sample bottle kit shall include:
  - I. properly-sized sample coolers,
  - II. pre-labeled sample bottles,
  - III. preservatives appropriate for the analyses being performed,
  - IV. trip blanks, field blanks, and other required quality control samples,
  - V. sufficient blue ice or re-sealable bags for wet ice to allow samples to arrive at the appropriate temperature,
  - VI. gloves, filters, hoses, etc. as appropriate for specific collection procedures,
  - VII. sufficient packing material to prevent breakage during return shipping,
  - VIII. chain of custody forms and sampling instructions, and
  - IX. return shipping airbills
- C. The Contractor shall pre-label all bottles with the City's unique sample location identification (when known), analytical method, preservative (if any), and holding time. The City's sampling personnel shall only be required to fill in the sample date and time on each bottle label.
- D. The Contractor shall deliver the custom sample bottle kits to the City as directed by the City's sampling personnel. Deliveries shall be made no later than the day before sampling is to occur.

### 4. Sample Receipt

- A. Most sample shipping to the Contractor will be scheduled for arrival via overnight shipping during regular work hours Monday through Friday.
- B. Due to the complexities of sample collection scheduling and the short holding times associated with some constituents of interest, some samples may be delivered to the Contractor outside of this time. The Contractor shall coordinate with City sampling personnel to implement the appropriate after hours sample receipt procedures.

5. Analysis of Samples

- A. In addition to specific State and Federal Environmental Protection Agency (EPA) requirements, all work shall comply with all applicable governmental regulations, customary quality standards, EPA approved analytical methods, and accepted good practice for the type of work being performed.
- B. Contractor shall analyze all samples within the allowable holding time appropriate to the method, matrix, and analysis.
- C. The Contractor, when feasible, will make its facilities available to assist the City with analysis of non-routine samples that may be required.

6. Sample Turnaround Time

- A. Accurate and complete analytical results shall be submitted to the City within the standard turnaround time, or within an alternate turnaround time when requested by the City and agreed upon by the Contractor. Standard turnaround time for analyses will be 15 business days from sample arrival at Contractors laboratory.
- B. The City may request expedited samples occasionally. Pricing will be provided to the City at the time of expedited request.
- C. Contractor fees will be reduced by 25% if turnaround time is exceeded.

7. Analytical Reporting

- A. The Contractor shall not release any data with anomalies until approved by the City.
- B. Contractor shall notify the City immediately via email of any non-compliant sample results or results not matching historical data.

- C. The Contractor shall hold all conversations and documentation regarding the City-submitted samples as confidential and shall not disclose data or disseminate the contents of any City report of analyses to a third party without the expressed permission of the City.
- D. The Contractor shall provide the final reports to the City in both Electronic Data Deliverables (EDDs) format as provided by the City of Ann Arbor and Portable Document Format (PDF) within 15 business days following sample receipt or within another turnaround time agreed to by both parties in writing.
- E. The Contractor shall submit EDDs to the City at the same time that hard copy reports are submitted; i.e., there will be no substantial delays between EDD submission and hard copy report submission. Hard copy reports shall include the chain of custody (COC).
- F. EDDs, PDF reports, and COC shall be made available to the City (as zip files if necessary) via download from the Contractor's website. An e-mail shall be sent to the City containing a notification of availability. EDDs, PDF reports, and COC shall be searchable on the Contractor's website by the project number, sampling date, or SAMPLE ID. EDDs, PDF reports, and COC shall be available on the Contractor's website for a minimum of 2 years.
- G. The EDDs in the formats specified above shall be fully compatible with City's in-house database and data loading program.
- H. Final reports shall contain at least the following for each analysis:
  - I. Cover page summarizing all detections and highlighting exceedances of MCLs or NLs
  - II. Client Identification (City of Ann Arbor)
  - III. Client Project Identification
  - IV. Sample Identification
  - V. Sample collection date and time
  - VI. Lab receipt date and time
  - VII. Analysis date
  - VIII. Analyte tested and test result
  - IX. Test method (EPA, Standard Methods, or other) and detection limits for reporting
  - X. Test units
  - XI. Signature and title of laboratory personnel certifying the results
  - XII. Notes and/or qualifiers regarding anomalous test results
  - XIII. Copy of Chain of Custody with notations from Contractor's sample receiving staff
  - XIV. QA/QC documentation

8. Notification

- A. The Contractor shall notify the City within 24 hours of
  - I. changes in any aspect of its operation affecting its ability to satisfactorily complete a project
  - II. revocation of its Certification and/or Accreditation
  - III. quality assurance/quality control failures associated with any City-submitted samples
  - IV. non-compliant sample results or results not matching historical data
  - V. problems related to the shipping or receiving of City-submitted samples
  - VI. sample turnaround times not expected to be met.

9. Data Verification (After Reporting)

- A. If there is a reasonable question from the City regarding data validity (e.g., analytical results appreciably different from historical results), the Contractor shall re-run samples or duplicates and provide new EDDs and PDF reports at no additional charge.
- B. Laboratory errors resulting in the need for a sample to be recollected will require the laboratory to notify the City immediately of the need to resample, analyze, and report the results of the resample at no cost to the City.

10. Technical Assistance

The Contractor shall provide technical assistance as part of their fee schedule for the City on general and project-related questions regarding sample analyses, sample reporting, and analytical regulatory requirements. City staff will use discretion when requesting technical assistance

11. Invoicing

The cost of analyses shall be invoiced monthly by the Contractor to the City. Invoices to the City for work performed must be broken down by sample location, sample date, analyses performed, quantity, unit analytical prices and total cost. Invoices for any given month must be received by the City no later than 30 calendar days following the end of the month in which samples were submitted to the Contractor. The Contractor must invoice for all samples collected and analyzed within the month. For services rendered in June, invoices are to be submitted no later than 15 days following the end of the month.

12. Laboratory Subcontracting

Should the Contractor experience the need to subcontract any portion of a City project, it shall be approved in writing by the City at least five (5) calendar days prior to the work being performed. Should the Contractor subcontract any portion of this work (with the consent of City), the Contractor shall confirm to the City that the subcontractor has any and all permits and licenses required by virtue of this Scope and that all analytical reporting requirements of this Scope extend to the subcontractor.

### 13. Sample Retention and Disposal

- A. Contractor shall maintain and preserve appropriate samples, sample extracts, or the residue thereof, for thirty (30) calendar days after submission of Contractor's report to the City free of storage charges. After the initial thirty (30) calendar days, upon written request from the City, Contractor shall retain test specimens or samples for a mutually acceptable storage charge and period of time.
- B. Unless requested by the City to hold sample(s) for greater than thirty (30) calendar days, the sample and any articles or substances made with the sample(s) shall be disposed of in a lawful manner by the Contractor or the Contractor's representative.
- C. Contractor assumes full responsibility for the proper disposal of all test samples, test residues, and sample containers, whether hazardous or non-hazardous, at Contractor's expense.
- D. In all cases, whether the waste material is hazardous or non-hazardous, the Contractor shall list itself as "Generator" on disposal manifests.
- E. Labels on all samples shall be removed or rendered unreadable prior to disposal.

### C. Minimum Qualifications

#### 1. Laboratory Certification

Contractor's laboratory performing analyses on City samples must be approved by the Environmental Protection Agency (EPA) for raw water and drinking water analyses and certified by the Michigan Department of Environmental Quality (MDEQ) to perform drinking water analyses for compliance purposes in the state of Michigan. In addition, the Contractor must provide demonstrated competence to perform the specified NPDES test methods required under the City's NPDES permits. The Contractor is preferably accredited in accordance with the National Environmental Laboratory Accreditation Program (NELAP).



## 2. Audits

The City reserves the right to perform periodic on-site audits to ensure compliance with analytical method requirements, QA/QC program requirements, and to evaluate the general quality of the Contractor's work. The Contractor shall cooperate and make available records and personnel to facilitate the audits. Audits will be scheduled with sufficient notice and conducted during normal business hours.

## 3. QA/QC Procedures

- A. The Contractor shall maintain a QA/QC plan for each analytical facility and shall follow the SOPs contained or referenced in the plan.
- B. The Contractor shall maintain a full-time quality assurance officer at each Lab location analyzing City-submitted samples.
- C. Contractor must provide a copy of their Quality Manual, Organizational Chart, and most recent Performance Evaluation Studies upon request by the City.
- D. Contractor may be requested to participate in the EPA Discharge Monitoring Report-Quality Assurance Study Program. Such participation and reporting will be done without fee to the City.

## 4. Laboratory Capacity and Capability

- A. During the term of the contract, the Contractor shall maintain the necessary capability and capacity to provide the laboratory services within the agreed-upon turnaround times for each project accepted by the Contractor.
- B. The Contractor shall possess the flexibility to add new projects/sample locations as needed throughout the duration of the contract.

## EXHIBIT B COMPENSATION

### General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein not to exceed \$74,999.99. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Analysis-Details located in tables	Sample	Frequency	Number of samples/yr	Cost per Test	Total per Item
1,4-Dioxane by 522	Final Effluent	Monthly	12	No Bid	No Bid
Acid Extractables	Final Effluent	Annually	1	\$158.80	\$158.80
Additional Compounds	Biosolids	Annually	1	\$170.40	\$170.40
Base / Neutrals	Final Effluent	Annually	1	Included	Included
Chloride	Final Effluent	Monthly	12	\$14.20	\$170.40
Cyanide, available	Final Effluent	Twice Monthly	24	\$65.60	\$1,574.40
Hardness (Calcium Carbonate)	Final Effluent, Raw Influent	Annually	1	\$14.00	\$14.00
Locally Limited Parameters	Final Effluent, Raw Influent	Annually	2	\$279.40	\$558.80
Mercury, Total (low level)	6 Collection System Sites, Dupe, Trip Blank, Field Blank	Annually	9	\$60.00	\$540.00
Mercury, Total (low level)	Final Effluent, Raw Influent, Dupe, Trip Blank, Field Blank	Quarterly	20	\$60.00	\$1,200.00

Analysis-Details located in tables	Sample	Frequency	Number of samples/yr	Cost per Test	Total per Item
Radium 226 & Radium 228	Reservoir	1 /72 months	~1	No Bid	No Bid
TOC	River, Well, CW1, CW2	Monthly	48	\$31.00	\$1,488.00
TTHMS by 524.2	Reservoir, 4 Distribution Sites, 1 Scio Township Distribution Sample	Quarterly	24	\$85.00	\$2,040.00
VOCs	River, Well, Reservoir, Furstenberg Park Well, Gallup Park Well	Annually	5	\$85.00	\$425.00

Analysis-Details located in tables	Sample	Frequency	Number of samples/yr	Cost per Test	Total per Item
Phenolic Compounds, Total	Final Effluent	Annually	1	\$61.40	\$61.40
Sulfate	Final Effluent	Monthly	12	\$14.20	\$170.40
Toxicity, Acute & Chronic (WET)	Final Effluent	Annually	1	No Bid	No Bid
WW Metals	Final Effluent, Raw Influent	Monthly	24	\$98.00	\$2,352.00
WW VOCs	Final Effluent	Annually	1	\$87.40	\$87.40
Trace Metals	Deionized Water	Annually	1	\$42.00	\$42.00
Lime Sludge Metals	Lime Sludge	Annually	1	\$189.80	\$189.80
Lime Sludge Partial Chemistry	Lime Sludge	Annually	1	\$189.40	\$189.40
Locally Limited Parameters	Biosolids	Annually	1	\$279.40	\$279.40
Mercury, Total	Centrifuge Feed	Annually	1	\$21.80	\$21.80
Mercury, Total (low level)	Biosolids	Quarterly	4	\$60.00	\$240.00
1,4-Dioxane by 522	1st & 2nd Sister Lakes, Furstenberg Park Well, Gallup Park Well	Annually	4	No Bid	No Bid
1,4-Dioxane by 522	River, Well, Reservoir, Montgomery Well, 3 Sentinel Wells	Monthly	84	No Bid	No Bid

Analysis-Details located in tables	Sample	Frequency	Number of samples/yr	Cost per Test	Total per Item
1,4-Dioxane by 522	Wells: 21W, 25W, 741W	Annually	3	No Bid	No Bid
* Automated Partial Chemistry	Reservoir	Every Two Weeks	26	WED. PICKUPS ONLY \$38.75	\$1,007.50
* Automated Partial Chemistry	3 Scio Township Distribution Samples	Quarterly	12	WED. PICKUPS ONLY \$38.75	\$465.00
* Automated Partial Chemistry	Furstenberg Park Well, Gallup Park Well	Annually	2	WED. PICKUPS ONLY \$38.75	\$77.50
* Automated Partial Chemistry	River, Well, Distribution 1-13	Monthly	180	WED. PICKUPS ONLY \$38.75	\$6975.00
Bromate & Bromide	River, Well, Reservoir	Monthly	36	No Bid	No Bid
Carbamates	River, Well, Reservoir	Annually	3	No Bid	No Bid
Cyanide , Total	River, Well, Reservoir	Annually	3	\$26.80	\$80.40
Dalapon	Reservoir	Annually	1	No Bid	No Bid
Diquat	Reservoir	Annually	1	No Bid	No Bid
EDB/DBCP	Reservoir	Annually	1	No Bid	No Bid
Endothall	Reservoir	Annually	1	No Bid	No Bid
Gross Alpha	Reservoir	1 / 108 months	~1	No Bid	No Bid

Analysis-Details located in tables	Sample	Frequency	Number of samples/yr	Cost per Test	Total per Item
HAA5s by 552.2	Reservoir, 4 Distribution Sites, 1 Scio Township Distribution Sample	Quarterly	24	\$150.00	\$3,600.00
Metals	River, Well, Reservoir, Furstenberg Park Well, Gallup Park Well	Annually	5	\$126.80	\$634.00
Nitrosamines	Reservoir, 4 Distribution sites	Annually	5	No Bid	No Bid
Pb & Cu	Residential Samples	~10/month	150	Pb & Cu ONLY \$18.00	\$2,700.00
PCBs / Toxaphene / Chlordane	River, Well, Reservoir	Annually	3	No Bid	No Bid
Perchlorate	River, Reservoir	Annually	2	No Bid	No Bid
Pesticides and Herbicides by 515.3	River, Well, Reservoir	Annually	3	No Bid	No Bid
Pesticides and Herbicides by 525.2	River, Well, Reservoir	Annually	3	No Bid	No Bid
Phenolic Endocrine Disrupting Chemicals	River, Reservoir, Well	Annually	3	No Bid	No Bid

**EXHIBIT C  
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.

2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.