



PURCHASING ITEM FOR COUNCIL AGENDA

1. Agenda Item Number:

18

2. Council Meeting Date:

February 14, 2013

TO: MAYOR & COUNCIL

3. Date Prepared: January 28, 2013

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Laboratory Testing Services Agreements

6. RECOMMENDATION: Recommend award of two-year agreements for laboratory testing services to TestAmerica Laboratories, Inc., Trans West Analytical Services, LLC dba Xenco Laboratories, Legend Technical Services of Arizona, Inc., and Eurofins Eaton Analytical, Inc. with provisions to extend for four additional one-year periods, in a combined total not to exceed \$905,000.

7. HISTORICAL BACKGROUND/DISCUSSION: The Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ) mandates tests for drinking water and wastewater. Water Quality, Wastewater, Environmental Management and Solid Waste will use these agreements to handle various testing requirements.

8. EVALUATION PROCESS: On October 23, 2012, the City issued a Request for Proposals (RFP) to vendors experienced in providing laboratory testing services. Five vendors responded: TestAmerica Laboratories, Inc., Xenco Laboratories, Legend Technical Services of Arizona, Inc., Eurofins Eaton Analytical, Inc. and Bio-Aquatic Testing, Inc. The evaluation process was conducted in accordance with established City policies and procedures. A single vendor cannot perform all of the tests required by the City; therefore, the evaluation committee determined awards should be made to all qualified vendors to ensure laboratory availability. The agreements are for two years with provisions to extend for four additional one-year periods, if mutually agreeable. The unit costs for individual tests have decreased; however, due to changes in regulations, additional testing is required.

9. FINANCIAL IMPLICATIONS:

Costs: \$905,000
Savings: N/A
Long Term Costs: N/A

Fund Source:

Table with 5 columns: Account Number, Fund Name, Program, CIP Funded, Funds. Lists funding sources for various programs like Uninsured Liability, Wastewater Operating, Water Operating, Industrial Wastewater, and Solid Waste Operating.

10. PROPOSED MOTION: Move to award two-year agreements for laboratory testing services to TestAmerica Laboratories, Inc., Trans West Analytical Services, LLC dba Xenco Laboratories, Legend Technical Services of Arizona, Inc., and Eurofins Eaton Analytical, Inc. with provisions to extend for four additional one-year periods, in a combined total not to exceed \$905,000.

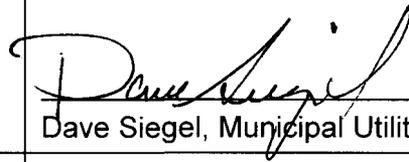
**APPROVALS**

**11. Requesting Department**



Lori McCallum, Water Quality Superintendent

**12. Department Head**



Dave Siegel, Municipal Utilities Director

**13. Procurement Officer**



Carolee Stees, CPPB

**14. City Manager**



Rich Dlugas

**CITY OF CHANDLER SERVICES AGREEMENT  
LAB TESTING SERVICES  
AGREEMENT NO.: MU3-962-3169**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and TestAmerica Laboratories, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Water Quality Program Manager/designee (Contract Administrator), to provide the services required by this Agreement.
  - 1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY. Any changes in Contract Manager or Client Services Manager must be provided to the CITY within 5 business days.
  - 1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
  - 1.4. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.
- 2. SCOPE OF WORK:** CONTRACTOR shall provide laboratory testing services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.
- 2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
  - 2.2. Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
  - 2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
  - 2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
    - 2.4.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 3.0. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of six years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and six (6) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **Record Retention.** CONTRACTOR shall maintain documentation of all raw and final data (electronic and hard copy and supporting quality control data for chemical results for a minimum of ten (10) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for six (6) years.
- 3.4. CONTRACTOR shall provide a copy of any requested report within two (2) business days if requested by the CITY.
- 3.5. If the CONTRACTOR can no longer maintain the data, CITY reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.
- 3.6. Because of the potential for litigation involved with these samples, CONTRACOTR shall retain all samples for 45 days, or until hold times have expired, whichever is longer, after the postmarked date of final analysis report. These samples shall be subject to chain of custody procedures until final disposal. CITY reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

- 3.7. CONTRACTOR shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of CITY.
- 3.8. CONTRACTOR shall maintain the integrity of CITY samples at all times.
- 3.9. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4.0. **PRICE:** CITY shall pay to CONTRACTOR for the completion of all the work and services described herein at the prices listed on attached Exhibit C. The total amount payable by the CITY to CONTRACTOR shall not exceed the sum of Nine Hundred Five Thousand Dollars (\$905,000). However, CONTRACTOR is aware that more than one CONTRACTOR has been awarded a laboratory testing services contract. CITY'S total budget for such services during the term of the Agreement is \$905,000 and CONTRACTOR agrees that CITY may choose to order laboratory testing services from one or more other CONTRACTORS. CITY reserves the right and will issue requests for services based on the ability of the CONTRACTOR to meet the CITY'S needs.
- 4.1. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment.** All prices offered herein shall be firm against any increase for the initial term of the Contract (2 years). Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Annual Usage Report.** CONTRACTOR shall furnish CITY a quarterly report showing the dollar amount used against the contract and detailing the testing services requested and performed.
5. **TERM:**
  - 5.1. The term of the Contract is two year(s), commencing on February 15, 2013 and terminating on February 14, 2015 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, upon mutual agreement with the CONTRACTOR, to extend the Contract for up to four

additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to 90 days.

**6. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

**6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

**8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its

suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may

arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
  - 10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
  - 10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
  - 10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.
12. **INSURANCE:**
  1. General.
    - A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
    - B. The Contractor and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, the Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Purchasing  
Administrator: \_\_\_\_\_  
Contact: Carolee Stees  
Mailing Address: PO Box 4008 MS  
901  
Physical Address: 175 S Arizona  
Avenue  
City, State, Zip Chandler, AZ  
85224  
Phone: 480-782-2405  
Fax: 480-782-2410

In the case of the CONTRACTOR

Firm Name: TestAmerica Laboratories, Inc.  
Contact: Elizabeth Baker  
Address: 4625 E. Cotton Center Blvd, #189  
City, State, Zip Phoenix, AZ 85040  
Phone: 602-437-3340  
FAX: 602-454-9303  
Elizabeth.baker@testamericainc.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

- 15.3 Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4 Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5 Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6 No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7 Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of January, 2013.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:   
Signature

ATTEST:

ATTEST: If Corporation

SEAL

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney 

**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

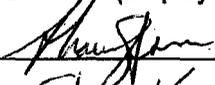
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: MU3-962-3169</b>		
<b>Name (as listed in the contract): TestAmerica Laboratories, Inc.</b>		
<b>Street Name and Number: 4625 E. Cotton Center Blvd, #189</b>		
<b>City: Phoenix</b>	<b>State: AZ</b>	<b>Zip Code: 85040</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

  
\_\_\_\_\_  
**Printed Name:** Shawn Kusma  
**Title:** Laboratory Director  
**Date (month/day/year):** 1/29/13

## EXHIBIT B TECHNICAL SPECIFICATIONS

In order to conduct environmental testing and analysis as requested by CITY for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Hazardous Waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program, Toxic Substances Control Act (TSCA), special projects and for EPA compliance with participation in Unregulated Contaminant Monitoring Rule 2, CONTRACTOR shall provide the following services as specified below:

### 1. Sample Containers

CONTRACTOR shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. CONTRACTOR shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. CONTRACTOR shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by CITY shall correspond to information contained in the chain of custody forms and shall include: CONTRACTOR name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. CONTRACTOR shall supply any necessary trip blanks. CONTRACTOR shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

### 2. Chain of Custody

CONTRACTOR shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. CONTRACTOR shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. CONTRACTOR and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

### 3. Transportation

CONTRACTOR shall provide for delivery of sample sets and pickup of field samples to and from CITY. CONTRACTOR shall pick up field samples as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of CITY's request. CONTRACTOR shall pick up fecal coliform samples within two (2) hours of CITY's request. CONTRACTOR shall deliver sample bottles no later than forty-eight (48) hours after CITY's request. CONTRACTOR shall provide all necessary shipping containers.

### 4. Sample Control

CONTRACTOR shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the CITY Contract Administrator or their designee within forty-eight (48) hours of loss of sample.

CITY reserves the right to recover cost of re-sampling due to CONTRACTOR error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to CONTRACTOR at the CITY's cost plus \$100. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

## **5. Laboratory Services and Analytical Requirements**

CONTRACTOR shall use current and future Federal and Arizona Department of Health Services approved test methods for all analyses. CONTRACTOR shall meet detection limits required by Local, State, and Federal regulations.

CONTRACTOR shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. CONTRACTOR shall provide as part of the quality control all QC data results as a Level 2 report.

CONTRACTOR shall communicate a full description of any anticipated or realized problem areas to the CITY's Contract Administrator or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. CONTRACTOR shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the CITY's Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permits limits to the CITY Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by CITY shall not be invoiced and paid under this Agreement.

## **6. Holding Times**

The CONTRACTOR shall notify the CITY Contract Administrator or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The CITY will make a decision on analysis of such samples upon notification. CITY reserves the right to recover cost of resampling due to CONTRACTOR failing to meet sample holding times, provided that CONTRACTOR has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where CONTRACTOR will only be liable if CONTRACTOR was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to CONTRACTOR at the CITY's cost plus \$100.

## **7. Written Reporting of Analysis Results**

CONTRACTOR shall submit typewritten final reports for all sample results except Air sample results to the CITY Contract Administrator or their designee within twenty (20) calendar days of CONTRACTOR'S receipt of each sample.

CONTRACTOR shall submit typewritten final reports for air sample results to the CITY Contract Administrator or their designee within five (5) calendar days of CONTRACTOR'S receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

CONTRACTOR shall submit typewritten final reports for any rush results to the CITY Contract Administrator or their designee within two (2) working days of due date of the rush results.

CONTRACTOR shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blank spike results, reagent blank and trip blank results for each applicable constitute requested.

Contractor shall insure that all subcontracted results are easily cross-referenced to samples submitted to CONTRACTOR and at a minimum, shall include the following:

- a. Cover letter, including a listing of any subcontractors used and any problems encountered during sample analysis.
- b. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of extraction, date of analysis, analyst, and analysis method.
- c. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- d. Chain of custody as submitted, plus subcontractor's chain of custody, if applicable.
- e. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to CONTRACTOR's standard reporting form.

CONTRACTOR shall be responsible for a written communication of any miscalculation or error in analytical results to the CITY Contract Administrator or their designee. CONTRACTOR shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. CONTRACTOR shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. CITY reserves the right to recover the cost of re-sampling due to CONTRACTOR miscalculation or error in the analytical results.

CITY reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to CONTRACTOR for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. CONTRACTOR shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against CITY by the State or Federal government due to late submittal of analysis results due to CONTRACTOR exceeding the above specified delivery times, shall be paid by CONTRACTOR.

#### **8. Electronic Transfer of Reporting Results**

CONTRACTOR and all subcontractors shall issue electronically, laboratory results to CITY with the hard copy reports. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

CONTRACTOR shall supply the electronic data in a format compatible with existing CITY software as desired by CITY.

CONTRACTOR shall be responsible for verification that electronic data is not duplicated. CONTRACTOR shall maintain an electronic or a hard copy list of sample reports issued for review by CITY. This list shall include the CITY Chain of Custody ID Number (Chandler ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the CONTRACTOR at the CITY's cost plus \$100.

#### **9. Contractor Capability and Capacity**

During the term of this Contract, CONTRACTOR shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. CONTRACTOR and any subcontractors shall provide access for CITY and State personnel and their authorized representatives to audit the lab to assure the accuracy and precision of laboratory results related to the work performed.

**10. State of Arizona Certification/Environmental Protection Agency Approvals**

CONTRACTOR and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. CONTRACTOR shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA.

CONTRACTOR shall provide to CITY notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

**11. EPA/ADHS Quality Assurance/Quality Control**

CONTRACTOR and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. [Formerly water pollution (WP) and water supply (WS) check samples.]

**12. Proficiency Samples**

CITY may submit proficiency samples (blind, double blind, or otherwise) to the CONTRACTOR as part of the regular sampling and QC procedures.

CONTRACTOR shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

CONTRACTOR may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the CONTRACTOR to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

**13. Disposal**

CONTRACTOR shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

**EXHIBIT C  
FEE SCHEDULE**

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>A.</b>	<b>DRINKING WATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total coliform			
	Multiple Tube	30.00	SM 9221E	TestAmerica
	Membrane Filter	15.00	SM 9222D	TestAmerica
	Colilert	12.00	SM 9223B	TestAmerica
	Colisure			
	Presence-Absence	12.00	SM 9223B	TestAmerica
	Heterotrophic Plate Count	15.00	SM 9215B	TestAmerica
	Escherichia Coli	12.00	SM 9223B	TestAmerica
	Fecal coliform	15.00	SM 9222D	TestAmerica
	Viruses			
	Giardia and Cryptosporidium			
<b>2.</b>	<b>Sample prep for metals</b>	Incl in analytical pricing		
<b>3.</b>	<b>Inorganic Chemical and Physical Characteristics</b>			
	Alkalinity	12.00	SM 2320B	TestAmerica
	Asbestos	108.00	EPA 100.1	Fiberquant
	Bromate	35.00	EPA 300.1	TestAmerica-Irvine
	Bromide	10.00	EPA 300.0	TestAmerica
	Chloride	10.00	EPA 300.0	TestAmerica
	Chlorine	10.00	Hach 8167	TestAmerica
	Chlorine Dioxide			
	Chlorite	35.00	EPA 300.1	TestAmerica-Irvine
	Color	48.00	SM 2120B	Aquatic Consulting
	Corrosivity			
	Cyanide	30.00	SM 4500CN C-E	TestAmerica
	Cyanide, Amenable	38.00	SM 4500CN-G	TestAmerica
	Fluoride	10.00	EPA 300.0	TestAmerica
	Hardness	14.00*	SM 2340B	TestAmerica
	Methylene Blue Active Substances	35.00	SM 5540C	TestAmerica-Irvine
	Nitrate	10.00	EPA 300.0	TestAmerica
	Nitrite	10.00	EPA 300.0	TestAmerica
	Ortho-Phosphate	10.00	EPA 300.0	TestAmerica
	Ozone			
	pH	7.00	SM 4500H-B	TestAmerica
	TDS	12.00	SM 2540C	TestAmerica
	Specific Conductance	12.00	SM 2510B	TestAmerica
	Sulfate	10.00	EPA 300.0	TestAmerica
	TOC	24.00	SM 5310B	TestAmerica
	Turbidity	11.00	EPA 180.1	TestAmerica
	UV254	60.00	SM 5910B	Aquatic Consulting

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>4.</b>	<b>Metals</b>			
	Metals (ICP) (price per metal)	7.00	EPA 200.7	TestAmerica
	Metals (ICP-MS) (price per metal)	7.00	EPA 200.7	TestAmerica
	Mercury	22.00	EPA 245.1	TestAmerica
<b>5.</b>	<b>Organic Chemicals</b>			
	Total Trihalomethanes	45.00	524.2	TestAmerica
	Volatile Organics	70.00	524.2	TestAmerica
	Semivolatile Organics	105.00	525	TestAmerica-Irvine
	Pesticides and PCBs	80.00	505	TestAmerica-Irvine
	EDB/ DBCP	60.00	504	TestAmerica-Irvine
	Carbamates	90.00	531	TestAmerica-Irvine
	Dioxins only	275.00**	1613	TestAmerica-W Sac
	Glyphosate	90.00	547	TestAmerica-Irvine
	Endothall	90.00	548	TestAmerica-Irvine
	Diquat and Paraquat	90.00	549	TestAmerica-Irvine
	HAAs	85.00	552	TestAmerica-Irvine
	Chlorinated Acids	102.00	515	TestAmerica-Irvine
<b>6.</b>	<b>Radiochemistry</b>			
	Gross Alpha	50.00	EPA 00-02	Radiation Safety
	Gross Beta	50.00	EPA 900	Radiation Safety
	Radium 226	80.00	EPA 903.1	Radiation Safety
	Radium 228	120.00	EPA 904	Radiation Safety
	Total Radium	180.00	EPA 903.1 & 904	Radiation Safety
	Cesium	164.00	EPA 901.1	Radiation Safety
	Iodine	155.00	EPA 901.1	Radiation Safety
	Strontium	159.00	EPA SR-04	Radiation Safety
	Tritium	77.00	EPA 906	Radiation Safety
	Uranium	153.00***	EPA 00-07	Radiation Safety
	Gamma Emitting Isotopes	153.00	EPA 901.1	Radiation Safety
<b>7.</b>	<b>Biological</b>			
	Microscopic Particulate Analysis	500.00	EPA 910/9-92-029	Aquatic Consulting
<b>8.</b>	<b>Other Drinking Water Methods</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate) (Per ion price and group price)	10.00 per anion 60.00 group	EPA 300.0	TestAmerica
	Radon 222	60.00	SM 7500RN	Radiation Safety
<b>9.</b>	<b>UCMR 3</b>			
	524.3	87.00	524.3	TestAmerica-Irvine
	522	105.00	522	TestAmerica-Irvine
	200.8	8.75	200.8	TestAmerica-Irvine
	218.7	75.00	218.7	TestAmerica-Irvine
	537	275.00	537	TestAmerica-W Sac
	539	275.00	539	TestAmerica-W Sac

<b>B.</b>	<b>WASTEWATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Fecal coliform			
	Multiple Tube Fermentation	30.00	SM 9221E	TestAmerica
	Membrane Filter	15.00	SM 9222D	TestAmerica
	Total Coliform			
	Multi Tube Fermentation	30.00	SM 9221E	TestAmerica
	Membrane Filter	15.00	SM 9222D	TestAmerica
	Fecal Streptococcus			
	Multi Tube Fermentation			
	Membrane Filter			
	Viruses			
	Giardia and Cryptosporidium			
	Ascaris lumbricoides			
	Common tapeworm			
	Entamoeba histolytica			
<b>2.</b>	<b>Inorganic Chemicals, Nutrients and Demand</b>			
	Acidity	12.00	SM 2310B	TestAmerica-Irvine
	Alkalinity	12.00	SM 2320B	TestAmerica
	Ammonia	18.00	SM 4500-NH3 D	TestAmerica
	BOD	28.00	SM 5210B	TestAmerica
	Bromide	10.00	EPA 300.0	TestAmerica
	COD	24.00	SM 5220	TestAmerica
	Chloride	10.00	EPA 300.0	TestAmerica
	Chlorine	10.00	Hach 8167	TestAmerica
	Chromium Hexavalent	24.00	SM 3500CR-D	TestAmerica
	Color	48.00	SM 2120B	Aquatic Consulting
	Cyanide (amenable)	38.00	SM 4500-CN G	TestAmerica
	Cyanide (available)			
	Cyanide (total)	30.00	SM 4500-CN, C-E	TestAmerica
	Fluoride	10.00	EPA 300.0	TestAmerica
	Hardness	14.00*	SM 2340B	TestAmerica
	TKN	24.00	SM 4500-NH3 D	TestAmerica
	MBAS	35.00	SM5540C	TestAmerica-Irvine
	Nitrate	10.00	EPA 300.0	TestAmerica
	Nitrite	10.00	EPA 300.0	TestAmerica
	Oil and Grease	36.00	EPA 1664	TestAmerica
	TOC	24.00	SM 5310B	TestAmerica
	Ortho-Phosphate	10.00	EPA 300.0	TestAmerica
	Oxygen, dissolved	24.00	SM 4500-O G	Aquatic Consulting
	pH	7.00	SM 4500H B	TestAmerica
	Phenols	22.00	EPA 420.1	TestAmerica-Irvine
	Phosphorus (total)	24.00	SM 4500-P B, E	TestAmerica
	Residue (total)	10.00	SM 2540B	TestAmerica
	TDS	10.00	SM 2540C	TestAmerica
	TSS	10.00	SM 2540D	TestAmerica
	Settleable Solids	10.00	SM 2540F	TestAmerica

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Residue, Volatile (total)	12.00	EPA 160.4	TestAmerica
	Silica	7.00	EPA 200.7	TestAmerica
	Sodium Azide			
	Specific Conductance	12.00	SM 2510B	TestAmerica
	Sulfate	10.00	EPA 300.0	TestAmerica
	Dissolved Sulfide	22.00	SM 4500-S C, D	TestAmerica
	Sulfide	22.00	SM 4500-S C, D	TestAmerica
	Dissolved Sulfite	48.00	SM 4500-SO3 B	Aquatic Consulting
	Sulfite	48.00	SM 4500-SO3 B	Aquatic Consulting
	Turbidity	10.00	EPA 180.1	TestAmerica
<b>3.</b>	<b>Metals</b>			
	Metals (ICP)	7.00	EPA 200.7	TestAmerica
	Metals (ICP-MS)	7.00	EPA 200.8	TestAmerica
	Gold			
	Iridium	22.00	EPA 245.1	TestAmerica
	Mercury			
	Osmium			
	Palladium			
	Platinum			
	Rhodium			
	Ruthenium			
	Titanium	7.00	EPA 200.7	TestAmerica
<b>4.</b>	<b>Bioassay</b>			
	Toxicity	2595.00	EPA600/4-0/027F/1002.0/ 1000.00/1003.0****	Aquatic Consulting
<b>5.</b>	<b>Organic Chemical</b>			
	Volatile organics GC/MS (624)	70.00	EPA 624	TestAmerica
	Volatile organics GC/MS (8260) (Per group price)	70.00	SW 846 8260B	TestAmerica
	Acrolein, Acrylonitrile and 2 CEVE	50.00	EPA 624/SW 846 8260B	TestAmerica/Irvine
	Semivolatile (8270)	165.00	SW 846 8270C	TestAmerica
	Phenols	165.00	EPA 625	TestAmerica
	Benzidines	165.00	EPA 625	TestAmerica
	Phthalate Esters	165.00	EPA 625	TestAmerica
	Nitrosamines	165.00	EPA 625	TestAmerica
	Organochlorine Pesticides and PCBs (608)	100.00	EPA 608	TestAmerica
	Nitroaromatics and Isophorone			
	PAH	140.00	EPA 610	TestAmerica-Nash
	Haloethers	165.00	EPA 625	TestAmerica
	Chlorinated Hydrocarbons	165.00	EPA 625	TestAmerica
	2,3,7,8,TCDD (Dioxin)	275.00	EPA 1613B	TestAmerica-W Sac
	625 Dioxin Screen	90.00	EPA 625	TestAmerica
	Tetra through Octa Chlorinated Dioxins and Furans	590.00	EPA 1613B	TestAmerica-W Sac
	Triazine Pesticides			
	Base/Neutral and Acids (625 or 1625)	165.00	EPA 625	TestAmerica

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Carbamates and Urea Pesticides			
	TPH	55.00	EPA 1664	TestAmerica
	Ethylene Glycol	75.00	SW 846 8015D	TestAmerica-Nash
	Organophosphorus Pesticides	120.00	EPA 1657	TestAmerica
<b>6.</b>	<b>Radio Chemistry</b>			
	Gross Alpha	50.00	EPA 00-02	Radiation Safety
	Gross Beta	50.00	EPA 900	Radiation Safety
	Total Radium	180.00	EPA 903.1 & 904	Radiation Safety
	Radium 226	80.00	EPA 903.1	Radiation Safety
<b>7.</b>	<b>Other Wastewater Tests</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	10.00 each 60.00 group	EPA 300.0	TestAmerica
	1657	120.00	EPA 1657	TestAmerica
	PCB's only	55.00	EPA 608	TestAmerica
<b>C.</b>	<b>HAZARDOUS WASTE</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total Coliforms			
	Multiple Tube Fermentation	45.00	SM 9221B & C Mod	TestAmerica
	Membrane Filter			
<b>2.</b>	<b>Hazardous Waste Characteristics</b>			
	Corrosivity	130.00	SW 846 1110A	TestAmerica-Nash
	PH determination	7.00	SW846 9045D/9040C	TestAmerica
	Ignitability	22.00	SW 846 1030	TestAmerica
	Reactivity			
<b>3.</b>	<b>Sample Extraction Procedures</b>			
	TCLP 1311	35.00	SW 846 1311	TestAmerica
	1311 ZHE	35.00	SW 846 1311	TestAmerica
	SPLP 1312	35.00	SW 846 1312	TestAmerica
	SPLP ZHE	35.00	SW 846 1312	TestAmerica
	Specific conductance	14.00	SW 846 9050A*****	TestAmerica
<b>4.</b>	<b>Sample Prep for Metals</b>	Incl in price of analysis		
<b>5.</b>	<b>Inorganic Chemical</b>			
	Metals (ICP)	7.00	SW 846 6010B	TestAmerica
	Metals (ICP-MS)	7.00	SW 846 6020	TestAmerica
	Chromium Hexavalent	50.00	SW 846 7196A	TestAmerica-Irvine
	Mercury	22.00	SW 846 7470/7471A	TestAmerica
<b>6.</b>	<b>Sample Preparation and Extraction</b>	Incl in price of analysis		
<b>7.</b>	<b>Sample Cleanup</b>	Incl in price of analysis		
<b>8.</b>	<b>Organic Chemicals (includes extraction)</b>			
	EDB and DBCP	75.00	SW 846 8011	TestAmerica-Nash
	Nonhalogenated Volatile Organics	90.00*****	SW 846 8015D	TestAmerica
	Volatile Organics	70.00	SW 846 8260B	TestAmerica

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Organochlorine Pesticides	75.00	SW 846 8081	TestAmerica
	PCB's	60.00	SW 846 8082	TestAmerica
	PCB's in oil	60.00	SW 846 8082	TestAmerica
	PAH	95.00	SW 846 8310	TestAmerica
	Semivolatile	165.00	SW 846 8270C	TestAmerica
<b>9.</b>	<b>Miscellaneous</b>			
	Cyanide	30.00	SW 846 9014	TestAmerica
	TOX	100.00	SW 846 9023	TestAmerica-Nash
	Sulfides	22.00	SW 846 9030B	TestAmerica-Irvine
	Sulfate	10.00	SW 846 9056	TestAmerica
	pH	7.00	SW 846 9045D/9040C	TestAmerica
	Specific Conductance			
	TOC	30.00	SW 846 9060A	TestAmerica-Irvine
	Phenolics	25.00	SW 846 9065	TestAmerica-Irvine
	Oil and Grease	50.00 100.00	SW 846 9070/9071	TestAmerica-Nash
	Nitrate	10.00	SW 846 9056	TestAmerica
	Nitrite	10.00	SW 846 9056	TestAmerica
	Chloride	10.00	SW 846 9056	TestAmerica
	Bromide	10.00	SW 846 9056	TestAmerica
	Fluoride	10.00	SW 846 9056	TestAmerica
	Paint filter	12.00	SW 846 9095B	TestAmerica
	Ortho Phosphate	10.00	SW 846 9056	TestAmerica
<b>10.</b>	<b>Asbestos</b>			
	Fiber Counting	25.00	EPA 200 Point Count	EMLab P & K
	Bulk Asbestos	10.00	EPA 600/R-93	EMLab P & K
<b>11.</b>	<b>Radiochemical</b>			
	Gross Alpha and Beta	85.00*****	EPA 00-02 & 900	Radiation Safety
	Alpha-Emitting Radium Isotopes	195.00*****	EPA 903.1 & 904	Radiation Safety
	Radium-228	120.00*****	EPA 904	Radiation Safety
<b>12.</b>	<b>Other</b>			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	10.00 each 50.00 group	SW 846 9056	TestAmerica
<b>D.</b>	<b>AIR AND STACK PARAMETERS</b>			
	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	187.50*****	Normal 5 day TAT	TestAmerica-CostaM
		225.00*****	3 day Rush	TestAmerica-CostaM
		300.00*****	24 hour Rush	TestAmerica-CostaM

E.	MISCELLANEOUS			
	Algae Identification	85.00*****	SM 10200H	
	Flash Point	21.00	SW 846 1010	TestAmerica
	MIB/Geosmin			
	NDMA	190.00	SW 846 8270C	TestAmerica-Irvine
	Endocrine disruptors	*****		TestAmerica-W Sac
	Other, please list below	Upon request		

Surcharge for Priority Plus Analysis (<24 hours) 200%

Surcharge for Priority Analysis (24 hours) 100%

Surcharge for Priority Analysis (48 hours) 75%

Surcharge for Priority Analysis (72 hours) 50%

Surcharge for Priority Analysis (72 hours - 5 day) 25%

Surcharge for Priority Analysis (5 day - 7 day) 0%

Discount off list price for services not referenced on price sheets 25 %

Prompt Payment Terms offered N/A

\*Pricing is for Total Hardness. Hardness will be calculated at no additional charge if the constituents needed are requested to be analyzed.

\*\*Pricing is for 2,3,7,8-TCDD only.

\*\*\*Price is for Isotopic Uranium.

\*\*\*\*Pricing is for 100% vs Control (Daphnia, Ceriodaphnia, or Fathead minnow), 24 hour Static Test with 2 replicates. Pricing includes EPA Methods 1002.0 (100% vs Control), 1000.0(100% vs. Control, 4 rep.) and 1003.0 (96 hr, 100% vs Control).

\*\*\*\*\*Waters only.

\*\*\*\*\*Pricing is for GRO/DRO/ORO.

\*\*\*\*\*There is a \$108.00 additional Fusion of Solid Samples charge for each solid sample.

\*\*\*\*\*Method TO-15.

\*\*\*\*\*Pricing is for identification to the Genus Level. Additional service available for additional cost.

\*\*\*\*\*Pricing and methodology are dependent on the list of analytes requested. Please call lab for quote.

**CITY OF CHANDLER SERVICES AGREEMENT  
LAB TESTING SERVICES  
AGREEMENT NO.: MU3-962-3169**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Trans West Analytical Services, LLC dba Xenco Laboratories, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Water Quality Program Manager/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY. Any changes in Contract Manager or Client Services Manager must be provided to the CITY within 5 business days.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide laboratory testing services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 3.0. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of six years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and six (6) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **Record Retention.** CONTRACTOR shall maintain documentation of all raw and final data (electronic and hard copy and supporting quality control data for chemical results for a minimum of ten (10) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for six (6) years.
- 3.4. CONTRACTOR shall provide a copy of any requested report within two (2) business days if requested by the CITY.
- 3.5. If the CONTRACTOR can no longer maintain the data, CITY reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.
- 3.6. Because of the potential for litigation involved with these samples, CONTRACOTR shall retain all samples for 45 days, or until hold times have expired, whichever is longer, after the postmarked date of final analysis report. These samples shall be subject to chain of custody procedures until final disposal. CITY reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

- 3.7. CONTRACTOR shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of CITY.
- 3.8. CONTRACTOR shall maintain the integrity of CITY samples at all times.
- 3.9. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4.0. **PRICE:** CITY shall pay to CONTRACTOR for the completion of all the work and services described herein at the prices listed on attached Exhibit C. The total amount payable by the CITY to CONTRACTOR shall not exceed the sum of Nine Hundred Five Thousand Dollars (\$905,000). However, CONTRACTOR is aware that more than one CONTRACTOR has been awarded a laboratory testing services contract. CITY'S total budget for such services during the term of the Agreement is \$905,000 and CONTRACTOR agrees that CITY may choose to order laboratory testing services from one or more other CONTRACTORS. CITY reserves the right and will issue requests for services based on the ability of the CONTRACTOR to meet the CITY'S needs.
- 4.1. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment.** All prices offered herein shall be firm against any increase for the initial term of the Contract (2 years). Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Annual Usage Report.** CONTRACTOR shall furnish CITY a quarterly report showing the dollar amount used against the contract and detailing the testing services requested and performed.
5. **TERM:**
- 5.1. The term of the Contract is two year(s), commencing on February 15, 2013 and terminating on February 14, 2015 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, upon mutual agreement with the CONTRACTOR, to extend the Contract for up to four

additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to 90 days.

**6. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

**6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

**8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its

suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may

arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.
12. **INSURANCE:**
1. General.
- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. The Contractor and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. **Use of SubContractors:** If any work is subcontracted in any way, the Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Purchasing  
Contact: Carolee Stees  
Mailing Address: PO Box 4008 MS 901  
Physical Address: 175 S Arizona Avenue  
City, State, Zip Chandler, AZ 85224  
Phone: 480-782-2405  
Fax: 480-782-2410

In the case of the CONTRACTOR

Firm Name: Xenco Laboratories  
Contact: Skip Harden  
Address: 3725 E. Atlanta Ave  
City, State, Zip Phoenix, AZ 85040  
Phone: 602-437-0330  
FAX: Skip.harden@xenco.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4 **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person

who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

- 15.5 **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of January, 2013.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:   
Signature

ATTEST:

SEAL

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney  


**EXHIBIT A**

**Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: MU3-962-3169</b>		
<b>Name (as listed in the contract): Xenco Laboratories</b>		
<b>Street Name and Number: 3725 E. Atlanta Ave</b>		
<b>City: Phoenix</b>	<b>State: AZ</b>	<b>Zip Code: 85040</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

**Signature of Contractor (Employer) or Authorized Designee:**

  
\_\_\_\_\_

Printed Name: Skip Harden

Title: Client Services Manager

Date (month/day/year): Feb 11, 2012

**EXHIBIT B  
TECHNICAL SPECIFICATIONS**

In order to conduct environmental testing and analysis as requested by CITY for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Hazardous Waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program, Toxic Substances Control Act (TSCA), special projects and for EPA compliance with participation in Unregulated Contaminant Monitoring Rule 2, CONTRACTOR shall provide the following services as specified below:

**1. Sample Containers**

CONTRACTOR shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. CONTRACTOR shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. CONTRACTOR shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by CITY shall correspond to information contained in the chain of custody forms and shall include: CONTRACTOR name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. CONTRACTOR shall supply any necessary trip blanks. CONTRACTOR shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

**2. Chain of Custody**

CONTRACTOR shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. CONTRACTOR shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. CONTRACTOR and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

**3. Transportation**

CONTRACTOR shall provide for delivery of sample sets and pickup of field samples to and from CITY. ~~CONTRACTOR shall pick up field samples as needed, but generally between 7:00 a.m. and 5:00 p.m.,~~ Monday through Friday. The Contractor shall pick up most samples within six (6) hours of CITY's request. CONTRACTOR shall pick up fecal coliform samples within two (2) hours of CITY's request. CONTRACTOR shall deliver sample bottles no later than forty-eight (48) hours after CITY's request. CONTRACTOR shall provide all necessary shipping containers.

**4. Sample Control**

CONTRACTOR shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the CITY Contract Administrator or their designee within forty-eight (48) hours of loss of sample.

CITY reserves the right to recover cost of re-sampling due to CONTRACTOR error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to CONTRACTOR at the CITY's cost plus \$100. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

## **5. Laboratory Services and Analytical Requirements**

CONTRACTOR shall use current and future Federal and Arizona Department of Health Services approved test methods for all analyses. CONTRACTOR shall meet detection limits required by Local, State, and Federal regulations.

CONTRACTOR shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. CONTRACTOR shall provide as part of the quality control all QC data results as a Level 2 report.

CONTRACTOR shall communicate a full description of any anticipated or realized problem areas to the CITY's Contract Administrator or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. CONTRACTOR shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the CITY's Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permits limits to the CITY Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by CITY shall not be invoiced and paid under this Agreement.

## **6. Holding Times**

The CONTRACTOR shall notify the CITY Contract Administrator or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The CITY will make a decision on analysis of such samples upon notification. CITY reserves the right to recover cost of resampling due to CONTRACTOR failing to meet sample holding times, provided that CONTRACTOR has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where CONTRACTOR will only be liable if CONTRACTOR was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to CONTRACTOR at the CITY's cost plus \$100.

## **7. Written Reporting of Analysis Results**

CONTRACTOR shall submit typewritten final reports for all sample results except Air sample results to the CITY Contract Administrator or their designee within twenty (20) calendar days of CONTRACTOR'S receipt of each sample.

CONTRACTOR shall submit typewritten final reports for air sample results to the CITY Contract Administrator or their designee within five (5) calendar days of CONTRACTOR'S receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

CONTRACTOR shall submit typewritten final reports for any rush results to the CITY Contract Administrator or their designee within two (2) working days of due date of the rush results.

CONTRACTOR shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blank spike results, reagent blank and trip blank results for each applicable constitute requested.

Contractor shall insure that all subcontracted results are easily cross-referenced to samples submitted to CONTRACTOR and at a minimum, shall include the following:

- a. Cover letter, including a listing of any subcontractors used and any problems encountered during sample analysis.
- b. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of extraction, date of analysis, analyst, and analysis method.
- c. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- d. Chain of custody as submitted, plus subcontractor's chain of custody, if applicable.
- e. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to CONTRACTOR's standard reporting form.

CONTRACTOR shall be responsible for a written communication of any miscalculation or error in analytical results to the CITY Contract Administrator or their designee. CONTRACTOR shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. CONTRACTOR shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. CITY reserves the right to recover the cost of re-sampling due to CONTRACTOR miscalculation or error in the analytical results.

CITY reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to CONTRACTOR for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. CONTRACTOR shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against CITY by the State or Federal government due to late submittal of analysis results due to CONTRACTOR exceeding the above specified delivery times, shall be paid by CONTRACTOR.

## **8. Electronic Transfer of Reporting Results**

CONTRACTOR and all subcontractors shall issue electronically, laboratory results to CITY with the hard copy reports. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

CONTRACTOR shall supply the electronic data in a format compatible with existing CITY software as desired by CITY.

CONTRACTOR shall be responsible for verification that electronic data is not duplicated. CONTRACTOR shall maintain an electronic or a hard copy list of sample reports issued for review by CITY. This list shall include the CITY Chain of Custody ID Number (Chandler ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the CONTRACTOR at the CITY's cost plus \$100.

## **9. Contractor Capability and Capacity**

During the term of this Contract, CONTRACTOR shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. CONTRACTOR and any subcontractors shall provide access for CITY and State personnel and their authorized representatives to audit the lab to assure the accuracy and precision of laboratory results related to the work performed.

**10. State of Arizona Certification/Environmental Protection Agency Approvals**

CONTRACTOR and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. CONTRACTOR shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA.

CONTRACTOR shall provide to CITY notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

**11. EPA/ADHS Quality Assurance/Quality Control**

CONTRACTOR and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. [Formerly water pollution (WP) and water supply (WS) check samples.]

**12. Proficiency Samples**

CITY may submit proficiency samples (blind, double blind, or otherwise) to the CONTRACTOR as part of the regular sampling and QC procedures.

CONTRACTOR shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

CONTRACTOR may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the CONTRACTOR to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

**13. Disposal**

CONTRACTOR shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

**EXHIBIT C  
FEE SCHEDULE**

<b>Item</b>	<b>Parameter</b>	<b>Routine Cost</b>	<b>EPA Method</b>	<b>Lab Doing Analysis</b>
<b>A.</b>	<b>DRINKING WATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total coliform			
	Multiple Tube			
	Membrane Filter			
	Colilert	15.00	SM 9223B	Xenco
	Collsure			
	Presence-Absence	15.00	SM 9223B	Xenco
	Heterotrophic Plate Count	25.00	SIMPLATE	Xenco
	Escherichia Coli			
	Fecal coliform			
	Viruses			
	Giardia and Cryptosporidium			
<b>2.</b>	<b>Sample prep for metals</b>	5.00	EPA 200.7/200.8	Xenco - Houston
<b>3.</b>	<b>Inorganic Chemical and Physical Characteristics</b>			
	Alkalinity	15.00	SM 2320B	Xenco - Houston
	Asbestos			
	Bromate			
	Bromide	10.00	EPA 300.0	Xenco – Houst/Phx
	Chloride	10.00	EPA 300.0	Xenco – Houst/Phx
	Chlorine	10.00	Hach 8167	Xenco
	Chlorine Dioxide			
	Chlorite			
	Color	20.00	SM 2120B	Xenco
	Corrosivity			
	Cyanide	30.00	EPA 335.4	Xenco – Houston
	Cyanide, Amenable	30.00	SM 4500CN-G	Xenco – Houston
	Fluoride	10.00	EPA 300.0	Xenco – Houst/Phx
	Hardness	5.00	EPA 200.7 calc	Xenco – Houston
	Methylene Blue Active Substances			
	Nitrate	10.00	EPA 300.0/353.2	Xenco – Houst/Phx
	Nitrite	10.00	SM 4500 N02B	Xenco
	Ortho-Phosphate	10.00	EPA 365.3	Xenco
	Ozone			
	pH	5.00	SM 4500H B	Xenco
	TDS	10.00	SM 2540C	Xenco
	Specific Conductance	10.00	SM 2510B	Xenco – Houston
	Sulfate	10.00	EPA 300.0	Xenco – Houst/Phx
	TOC	35.00	SM 5310C	Xenco – Houston
	Turbidity	10.00	EPA 180.1	Xenco
	UV254			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>4.</b>	<b>Metals</b>			
	Metals (ICP) (price per metal)	5.00	EPA 200.7	Xenco - Houston
	Metals (ICP-MS) (price per metal)	5.00	EPA 200.8	Xenco - Houston
	Mercury	20.00	EPA 245.1	Xenco - Houston
<b>5.</b>	<b>Organic Chemicals</b>			
	Total Trihalomethanes	55.00	524.2	Xenco - Houston
	Volatile Organics	100.00	524.2	Xenco - Houston
	Semivolatile Organics	125.00	525	Xenco - Houston
	Pesticides and PCBs	125.00	508	Xenco - Houston
	EDB/ DBCP	55.00	504	Xenco - Houston
	Carbamates		531	
	Dioxins only		1613	
	Glyphosate		547	
	Endothall		548	
	Diquat and Paraquat	90.00	549	Xenco - Houston
	HAAs		552	
	Chlorinated Acids		515	
<b>6.</b>	<b>Radiochemistry</b>			
**	Gross Alpha	30.00	EPA 900	Xenco
**	Gross Beta	30.00	EPA 900	Xenco
**	Radium 226	90.00	EPA 903.1	Xenco
**	Radium 228	80.00	EPA 904	Xenco
**	Total Radium	160.00	EPA 903.1/904	Xenco
**	Cesium	Incl	Gamma Emitting Isotopes	Xenco
**	Iodine	Incl	Gamma Emitting Isotopes	Xenco
	Strontium	170.00	EPA 200.7	Xenco - Houston
**	Tritium	85.00	EPA 906.3	Xenco
	Uranium	170.00	EPA 200.8	Xenco - Houston
**	Gamma Emitting Isotopes	175.00	EPA 901.1	Xenco
<b>7.</b>	<b>Biological</b>			
	Microscopic Particulate Analysis			
<b>8.</b>	<b>Other Drinking Water Methods</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	10.00 per ion \$60.00 per group	EPA 300.0/ SM 4500NO2 B/ EPA 365.3	Xenco- Houston Xenco
	Radon 222	40.00	ASTM D5072-98	Xenco
<b>9.</b>	<b>UCMR 3</b>			
	524.3			
	522			
	200.8			
	218.7			
	537			
	539			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>B.</b>	<b>WASTEWATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Fecal coliform			
	Multiple Tube Fermentation			
	Membrane Filter	20.00	SM 9222D	Xenco
	Total Coliform			
	Multi Tube Fermentation			
	Membrane Filter Quantitray	20.00	SM 9223B	Xenco
	Fecal Streptococcus			
	Multi Tube Fermentation			
	Membrane Filter			
	Viruses			
	Giardia and Cryptosporidium			
	Ascaris lumbricoides			
	Common tapeworm			
	Entamoeba histolytica			
<b>2.</b>	<b>Inorganic Chemicals, Nutrients and Demand</b>			
	Acidity	20.00	SM 2310B	Xenco - Houston
	Alkalinity	15.00	SM 2320B	Xenco - Houston
	Ammonia	20.00	EPA 350.1	Xenco - Houston
	BOD	30.00	SM 5210B	Xenco
	Bromide	10.00	EPA 300.0	Xenco - Houston
	COD	18.00	HACH 8000	Xenco - Houston
	Chloride	10.00	EPA 300.0	Xenco - Houst/Phx
	Chlorine	10.00	HACH 8167	Xenco
	Chromium Hexavalent	15.00	SM 3500 CR D	Xenco
	Color	20.00	SM 2120B	Xenco
	Cyanide (amenable)	30.00	SM 4500 CN G	Xenco - Houston
	Cyanide (available)			
	Cyanide (total)	30.00	EPA 335.4	Xenco - Houston
	Fluoride	10.00	EPA 300.0	Xenco - Houst/Phx
	Hardness	5.00	EPA 200.7 calc	Xenco - Houston
	TKN	25.00	EPA 351.2	Xenco - Houston
	MBAS			
	Nitrate	10.00	EPA 300.0/353.2	Xenco - Houst/Phx
	Nitrite	10.00	SM 4500 NO2B	Xenco
	Oil and Grease	40.00	EPA 1664A	Xenco - Houston
	TOC	35.00	SM 5310C	Xenco - Houston
	Ortho-Phosphate	10.00	EPA 365.3	Xenco - Houston
	Oxygen, dissolved	10.00	SM 4500 O G	Xenco
	pH	5.00	SM 4500 H B	Xenco
	Phenols	40.00	EPA 420.1	Xenco
	Phosphorus (total)	15.00	EPA 365.1	Xenco - Houston
	Residue (total)	10.00	SM 2540B	Xenco - Houston
	TDS	10.00	SM 2540C	Xenco
	TSS	10.00	SM2540D	Xenco

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Settleable Solids	10.00	SM 2540F	Xenco
	Residue, Volatile (total)	20.00	EPA 160.4	Xenco
	Silica	5.00	EPA 200.7	Xenco - Houston
	Sodium Azide			
	Specific Conductance	10.00	SM 2510B	Xenco - Houston
	Sulfate	10.00	EPA 300.0	Xenco - Houst/Phx
	Dissolved Sulfide	18.00	Hach 8131	Xenco
	Sulfide	15.00	Hach 8131	Xenco
	Dissolved Sulfite			
	Sulfite			
	Turbidity	10.00	EPA 180.1	Xenco
<b>3.</b>	<b>Metals</b>			
	Metals (ICP)	5.00	EPA 200.7	Xenco - Houston
	Metals (ICP-MS)	5.00	EPA 200.8	Xenco - Houston
	Gold			
	Iridium			
	Mercury	20.00	EPA 245.1	Xenco - Houston
	Osmium			
	Palladium			
	Platinum			
	Rhodium			
	Ruthenium			
	Titanium	20.00	EPA 200.7	Xenco - Houston
<b>4.</b>	<b>Bioassay</b>			
	Toxicity			
<b>5.</b>	<b>Organic Chemical</b>			
	Volatile organics GC/MS (624) (Per group price)	70.00	EPA 624	Xenco - Houston
	Volatile organics GC/MS (8260) (Per group price)	70.00	EPA 8260B	Xenco
	Acrolein, Acrylonitrile and 2 CEVE Semivolatile (8270)	50.00	EPA 624/8260B	Xenco - Houst/Phx
		175.00	EPA 8270C	Xenco - Houston
	Phenols	125.00	EPA 625	Xenco - Houston
	Benzidines	125.00	EPA 625	Xenco - Houston
	Phthalate Esters	125.00	EPA 625	Xenco - Houston
	Nitrosamines	125.00	EPA 625	Xenco - Houston
	Organochlorine Pesticides and PCBs (608)	90.00	EPA 608	Xenco - Houston
	Nitroaromatics and Isophorone			
	PAH	70.00	SW 8310	Xenco - Houston
	Haloethers			
	Chlorinated Hydrocarbons	70.00	EPA 624	Xenco - Houston
	2,3,7,8,TCDD (Dioxin)			
	625 Dioxin Screen	75.00	EPA 625	Xenco - Houston
	Tetra through Octa Chlorinated Dioxins and Furans			
	Triazine Pesticides			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Base/Neutral and Acids (625 or 1625)	175.00	EPA 625	Xenco - Houston
	Carbamates and Urea Pesticides			
	TPH	45.00	EPA 8015D/1664A-SGT	Xenco - Houston
	Ethylene Glycol			
	Organophosphorus Pesticides			
<b>6.</b>	<b>Radio Chemistry</b>			
**	Gross Alpha	30.00	EPA 900	Xenco
**	Gross Beta	30.00	EPA 900	Xenco
**	Total Radium	160.00	EPA 903.1/904	Xenco
**	Radium 226	80.00	EPA 903.1	Xenco
<b>7.</b>	<b>Other Wastewater Tests</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	10.00 per ion 60.00 per group	EPA 300.0/SM 4500NO2B/EPA 365.3	Xenco - Houston Xenco
	1657			
	PCB's only	75.00	EPA 608	Xenco - Houston
<b>C.</b>	<b>HAZARDOUS WASTE</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total Coliforms			
	Multiple Tube Fermentation			
	Membrane Filter			
<b>2.</b>	<b>Hazardous Waste Characteristics</b>			
	Corrosivity			
	PH determination	10.00	EPA 9045D	Xenco
	Ignitability	30.00	EPA 1030	Xenco
	Reactivity			
<b>3.</b>	<b>Sample Extraction Procedures</b>			
	TCLP 1311	40.00	EPA 1311	Xenco - Houston
	1311 ZHE	45.00	EPA 1311	Xenco - Houston
	SPLP 1312	40.00	EPA 1312	Xenco - Houston
	SPLP ZHE	45.00	EPA 1312	Xenco - Houston
	Specific conductance	20.00	SM 2510B mod	Xenco - Houston
<b>4.</b>	<b>Sample Prep for Metals</b>	5.00	EPA 3050B	Xenco - Houston
<b>5.</b>	<b>Inorganic Chemical</b>			
	Metals (ICP)	5.00	EPA 6010B	Xenco - Houston
	Metals (ICP-MS)	5.00	EPA 6020	Xenco - Houston
	Chromium Hexavalent	30.00	EPA 7196A	Xenco - Houston
	Mercury	20.00	EPA 7471A	Xenco - Houston
<b>6.</b>	<b>Sample Preparation and Extraction</b>	No charge	SW 5035A	Xenco - Houston
<b>7.</b>	<b>Sample Cleanup</b>	No charge	EPA 3660B	Xenco - Houston
<b>8.</b>	<b>Organic Chemicals (includes extraction)</b>			
	EDB and DBCP	70.00	EPA 8011	Xenco - Houston

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Nonhalogenated Volatile Organics	70.00	EPA 8260B	Xenco
	Volatile Organics			
	Organochlorine Pesticides	80.00	EPA 8081	Xenco – Houston
	PCB's	75.00	EPA 8082	Xenco – Houston
	PCB's in oil	75.00	EPA 8082	Xenco – Houston
	PAH	70.00	EPA 8310	Xenco – Houston
	Semivolatile	175.00	EPA 8270C	Xenco – Houston
<b>9.</b>	<b>Miscellaneous</b>			
	Cyanide	40.00	EPA 9012B	Xenco – Houston
	TOX	100.00	EPA 9020B	Xenco – Houston
	Sulfides	25.00	EPA 9030B	Xenco – Houston
	Sulfate	15.00	EPA 9056	Xenco – Houston
	pH	8.00	EPA 9045D	Xenco
	Specific Conductance	20.00	SM 2510B mod	Xenco – Houston
	TOC			
	Phenolics			
	Oil and Grease			
	Nitrate	15.00	EPA 9056	Xenco – Houston
	Nitrite	15.00	EPA 9056	Xenco – Houston
	Chloride	15.00	EPA 9056	Xenco – Houston
	Bromide	15.00	EPA 9056	Xenco – Houston
	Fluoride	15.00	EPA 9056	Xenco – Houston
	Paint filter	10.00	EPA 9095B	Xenco
	Ortho Phosphate	15.00	EPA 9056	Xenco – Houston
<b>10.</b>	<b>Asbestos</b>			
	Fiber Counting			
	Bulk Asbestos			
<b>11.</b>	<b>Radiochemical</b>			
**	Gross Alpha and Beta	60.00	EPA 900	Xenco
**	Alpha-Emitting Radium Isotopes	85.00	EPA 901.1	Xenco
**	Radium-228	90.00	EPA 904	Xenco
<b>12.</b>	<b>Other</b>			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	15.00 per ion 75.00 per group	EPA 9056	Xenco - Houston
<b>D.</b>	<b>AIR AND STACK PARAMETERS</b>			
	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	100.00	Normal 5 day TAT	Xenco
		150.00	3 day Rush	Xenco
		200.00	24 hour Rush	Xenco

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>E.</b>	<b>MISCELLANEOUS</b>			
	Algae Identification			
	Flash Point	25.00	EPA 1010A	Xenco - Houston
	MIB/Geosmin			
	NDMA			
	Endocrine disruptors			
	Other, please list below:			

Surcharge for Priority Plus Analysis (<24 hours) 200%

Surcharge for Priority Analysis (24 hours) 100%

Surcharge for Priority Analysis (48 hours) 75%

Surcharge for Priority Analysis (72 hours) 50%

Surcharge for Priority Analysis (72 hours - 5 day) 25%

Surcharge for Priority Analysis (5 day - 7 day) 0%

Discount off list price for services not referenced on price sheets 20% (only for in-house analysis)

Prompt Payment Terms offered N/A

**\*\*Reports that include Radiochemistry methods will take longer than the contracted 20 calendar days due to the nature of the methods.**

**CITY OF CHANDLER SERVICES AGREEMENT  
LAB TESTING SERVICES  
AGREEMENT NO.: MU3-962-3169**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Legend Technical Services of Arizona, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Water Quality Program Manager/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY. Any changes in Contract Manager or Client Services Manager must be provided to the CITY within 5 business days.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide laboratory testing services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 3.0. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of six years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and six (6) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **Record Retention.** CONTRACTOR shall maintain documentation of all raw and final data (electronic and hard copy and supporting quality control data for chemical results for a minimum of ten (10) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for six (6) years.
- 3.4. CONTRACTOR shall provide a copy of any requested report within two (2) business days if requested by the CITY.
- 3.5. If the CONTRACTOR can no longer maintain the data, CITY reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.
- 3.6. Because of the potential for litigation involved with these samples, CONTRACOTR shall retain all samples for 45 days, or until hold times have expired, whichever is longer, after the postmarked date of final analysis report. These samples shall be subject to chain of custody procedures until final disposal. CITY reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

- 3.7. **CONTRACTOR** shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of **CITY**.
- 3.8. **CONTRACTOR** shall maintain the integrity of **CITY** samples at all times.
- 3.9. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of **CITY**. **CONTRACTOR** is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. **CONTRACTOR** shall not use or release these materials without the prior written consent of **CITY**.
- 4.0. **PRICE:** **CITY** shall pay to **CONTRACTOR** for the completion of all the work and services described herein at the prices listed on attached Exhibit C. The total amount payable by the **CITY** to **CONTRACTOR** shall not exceed the sum of Nine Hundred Five Thousand Dollars (\$905,000). However, **CONTRACTOR** is aware that more than one **CONTRACTOR** has been awarded a laboratory testing services contract. **CITY'S** total budget for such services during the term of this Agreement is \$905,000 and **CONTRACTOR** agrees that **CITY** may choose to order laboratory testing services from one or more other **CONTRACTORS**. **CITY** reserves the right and will issue requests for services based on the ability of the **CONTRACTOR** to meet the **CITY'S** needs.
- 4.1. **Taxes.** **CONTRACTOR** shall be solely responsible for any and all tax obligations, which may result out of the **CONTRACTOR'S** performance of this Agreement. The **CITY** shall have no obligation to pay any amounts for taxes, of any type, incurred by the **CONTRACTOR**.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by **CITY**. **CITY** reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment **CONTRACTOR** shall have a current I.R.S. W9 Form on file with **CITY**, unless not required by law.
- 4.5. **Price Adjustment.** All prices offered herein shall be firm against any increase for the initial term of the Contract (2 years). Prior to commencement of subsequent renewal terms, **CITY** will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to **CONTRACTOR** that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** **CITY** reserves the right to accept or reject the request for a price increase. If **CITY** approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Annual Usage Report.** **CONTRACTOR** shall furnish **CITY** a quarterly report showing the dollar amount used against the contract and detailing the testing services requested and performed.
5. **TERM:**
- 5.1. The term of the Contract is two year(s), commencing on February 15, 2013 and terminating on February 14, 2015 unless sooner terminated in accordance with the provisions herein. **CITY** reserves the right, upon mutual agreement with the **CONTRACTOR**, to extend the Contract for up to four

additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to 90 days.

6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
- 7.1. **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
8. **TERMINATION:**
- 8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its

suppliers and subCONTRACTORs to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may

arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
  - 10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
  - 10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
  - 10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.
12. **INSURANCE:**
  1. General.
    - A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
    - B. The Contractor and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, the Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Purchasing

Contact: Carolee Stees  
Mailing Address: PO Box 4008 MS 901  
Physical Address: 175 S Arizona Avenue  
City, State, Zip: Chandler, AZ 85224  
Phone: 480-782-2405  
Fax: 480-782-2410

In the case of the CONTRACTOR

Firm Name: Legend Technical  
Services of Arizona,  
Inc.

Contact: Britney Dempster  
Address: 17631 N. 25<sup>th</sup> Avenue  
City, State, Zip: Phoenix, AZ 85023  
Phone: 602-324-6100  
FAX: 602-324-6101  
bdempster@legend-  
group.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

- 15.4 **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5 **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_ day of January, 2013.

FOR THE CITY OF CHANDLER

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney *[Signature]*

FOR THE CONTRACTOR

By: *[Signature]*  
Signature

ATTEST: If Corporation

SEAL *[Signature]*  
Secretary

EXHIBIT A

Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number:</b> MU3-962-3169		
<b>Name (as listed in the contract):</b> Legend Technical Services of Arizona, Inc.		
<b>Street Name and Number:</b> 17631 N. 25 <sup>th</sup> Avenue		
<b>City:</b> Phoenix	<b>State:</b> AZ	<b>Zip Code:</b> 85023

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:

*Britney J. Dempster*  
Printed Name: Britney J. Dempster  
Title: Director of Operations  
Date (month/day/year): 1/29/13

## **EXHIBIT B TECHNICAL SPECIFICATIONS**

In order to conduct environmental testing and analysis as requested by CITY for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Hazardous Waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program, Toxic Substances Control Act (TSCA), special projects and for EPA compliance with participation in Unregulated Contaminant Monitoring Rule 2, CONTRACTOR shall provide the following services as specified below:

### **1. Sample Containers**

CONTRACTOR shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. CONTRACTOR shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. CONTRACTOR shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by CITY shall correspond to information contained in the chain of custody forms and shall include: CONTRACTOR name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. CONTRACTOR shall supply any necessary trip blanks. CONTRACTOR shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

### **2. Chain of Custody**

CONTRACTOR shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. CONTRACTOR shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. CONTRACTOR and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

### **3. Transportation**

CONTRACTOR shall provide for delivery of sample sets and pickup of field samples to and from CITY. CONTRACTOR shall pick up field samples as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of CITY's request. CONTRACTOR shall pick up fecal coliform samples within two (2) hours of CITY's request. CONTRACTOR shall deliver sample bottles no later than forty-eight (48) hours after CITY's request. CONTRACTOR shall provide all necessary shipping containers.

### **4. Sample Control**

CONTRACTOR shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the CITY Contract Administrator or their designee within forty-eight (48) hours of loss of sample.

CITY reserves the right to recover cost of re-sampling due to CONTRACTOR error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to CONTRACTOR at the CITY's cost plus \$100. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

## **5. Laboratory Services and Analytical Requirements**

CONTRACTOR shall use current and future Federal and Arizona Department of Health Services approved test methods for all analyses. CONTRACTOR shall meet detection limits required by Local, State, and Federal regulations.

CONTRACTOR shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. CONTRACTOR shall provide as part of the quality control all QC data results as a Level 2 report.

CONTRACTOR shall communicate a full description of any anticipated or realized problem areas to the CITY's Contract Administrator or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. CONTRACTOR shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the CITY's Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permits limits to the CITY Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by CITY shall not be invoiced and paid under this Agreement.

## **6. Holding Times**

The CONTRACTOR shall notify the CITY Contract Administrator or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The CITY will make a decision on analysis of such samples upon notification. CITY reserves the right to recover cost of resampling due to CONTRACTOR failing to meet sample holding times, provided that CONTRACTOR has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where CONTRACTOR will only be liable if CONTRACTOR was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to CONTRACTOR at the CITY's cost plus \$100.

## **7. Written Reporting of Analysis Results**

CONTRACTOR shall submit typewritten final reports for all sample results except Air sample results to the CITY Contract Administrator or their designee within twenty (20) calendar days of CONTRACTOR'S receipt of each sample.

CONTRACTOR shall submit typewritten final reports for air sample results to the CITY Contract Administrator or their designee within five (5) calendar days of CONTRACTOR'S receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

CONTRACTOR shall submit typewritten final reports for any rush results to the CITY Contract Administrator or their designee within two (2) working days of due date of the rush results.

CONTRACTOR shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blank spike results, reagent blank and trip blank results for each applicable constitute requested.

Contractor shall insure that all subcontracted results are easily cross-referenced to samples submitted to CONTRACTOR and at a minimum, shall include the following:

- a. Cover letter, including a listing of any subcontractors used and any problems encountered during sample analysis.
- b. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of extraction, date of analysis, analyst, and analysis method.
- c. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- d. Chain of custody as submitted, plus subcontractor's chain of custody, if applicable.
- e. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to CONTRACTOR's standard reporting form.

CONTRACTOR shall be responsible for a written communication of any miscalculation or error in analytical results to the CITY Contract Administrator or their designee. CONTRACTOR shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. CONTRACTOR shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. CITY reserves the right to recover the cost of re-sampling due to CONTRACTOR miscalculation or error in the analytical results.

CITY reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to CONTRACTOR for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. CONTRACTOR shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against CITY by the State or Federal government due to late submittal of analysis results due to CONTRACTOR exceeding the above specified delivery times, shall be paid by CONTRACTOR.

#### **8. Electronic Transfer of Reporting Results**

CONTRACTOR and all subcontractors shall issue electronically, laboratory results to CITY with the hard copy reports. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

CONTRACTOR shall supply the electronic data in a format compatible with existing CITY software as desired by CITY.

CONTRACTOR shall be responsible for verification that electronic data is not duplicated. CONTRACTOR shall maintain an electronic or a hard copy list of sample reports issued for review by CITY. This list shall include the CITY Chain of Custody ID Number (Chandler ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the CONTRACTOR at the CITY's cost plus \$100.

#### **9. Contractor Capability and Capacity**

During the term of this Contract, CONTRACTOR shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. CONTRACTOR and any subcontractors shall provide access for CITY and State personnel and their authorized representatives to audit the lab to assure the accuracy and precision of laboratory results related to the work performed.

**10. State of Arizona Certification/Environmental Protection Agency Approvals**

CONTRACTOR and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. CONTRACTOR shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA.

CONTRACTOR shall provide to CITY notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

**11. EPA/ADHS Quality Assurance/Quality Control**

CONTRACTOR and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. [Formerly water pollution (WP) and water supply (WS) check samples.]

**12. Proficiency Samples**

CITY may submit proficiency samples (blind, double blind, or otherwise) to the CONTRACTOR as part of the regular sampling and QC procedures.

CONTRACTOR shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

CONTRACTOR may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the CONTRACTOR to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

**13. Disposal**

CONTRACTOR shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

**EXHIBIT C  
FEE SCHEDULE**

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>A.</b>	<b>DRINKING WATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total coliform			
	Multiple Tube	28.00	SM 9221B	Legend AZ
	Membrane Filter	15.00	SM 9222B	Legend AZ
	Colilert	12.00	SM 9223B	Legend AZ
	Colisure			
	Presence-Absence			
	Heterotrophic Plate Count	20.00	SM 9215B	Legend AZ
	Escherichia Coli	28.00	SM 9221F	Legend AZ
	Fecal coliform	28.00	SM 9221E	Legend AZ
	Viruses	450.00	SM 9510**	Legend AZ
	Giardia and Cryptosporidium	375.00	SM9711B/C**	Legend AZ
** Noncompliance samples only. License is for wastewater matrix.				
<b>2.</b>	<b>Sample prep for metals</b>	12.00	EPA 200.7/200.9	Legend AZ
Digestion required for DW samples with Turbidity greater than 1NTU.				
<b>3.</b>	<b>Inorganic Chemical and Physical Characteristics</b>			
	Alkalinity	12.00	SM 2320B	Legend AZ
	Asbestos	115.00	EPA 100.1	Fiberquant
	Bromate	120.00	EPA 300.1	UL
	Bromide	30.00	EPA 300.0	UL
	Chloride	13.00	EPA 300.0	Legend AZ
	Chlorine	10.00	SM 4500CL-D	Legend AZ
	Chlorine Dioxide	30.00	SM 4500CLO2-D	UL
	Chlorite	30.00	EPA 300.0	UL
	Color	28.00	SM 2120B	Legend AZ
	Corrosivity	50.00	SM 2330B	Legend AZ
	Cyanide	35.00	SM 4500CN-E	Legend AZ
	Cyanide, Amenable	45.00	SM 4500CN-G	Legend AZ
	Fluoride	13.00	SM 4500FC	Legend AZ
	Hardness*	32.00	SM 2340B	Legend AZ
	Methylene Blue Active Substances	30.00	EPA 425.1	ESC
	Nitrate**	18.00	SM 4500 N03F	Legend AZ
	Nitrite	10.00	SM 4500 N02B	Legend AZ
	Ortho-Phosphate	13.00	SM 4500PF	Legend AZ
	Ozone			
	pH	10.00	EPA 150.1	Legend AZ
	TDS	12.00	SM 2540C	Legend AZ
	Specific Conductance	10.00	SM 2510B	Legend AZ
	Sulfate	13.00	EPA 300.0	Legend AZ
	TOC	40.00	SM 5310C	Legend AZ
	Turbidity	12.00	EPA 180.1	Legend AZ
	UV254	60.00	SM 5910B	Legend AZ

\*Hardness includes analysis for Ca, Mg, and calculation.

\*\*Requires analysis of NO2+(NO3+NO2)= \$28.00

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>4.</b>	<b>Metals</b>			
	Metals (ICP) (price per metal)	8.00	EPA 200.7	Legend AZ
	Metals (ICP-MS) (price per metal)	12.00	EPA 200.8	Legend AZ
	Mercury	28.00	EPA 245.1	Legend AZ
<b>5.</b>	<b>Organic Chemicals</b>			
	Total Trihalomethanes	60.00	524.2	Legend AZ
	Volatile Organics	140.00	524.2	Legend AZ
	Semivolatile Organics	285.00	525.2	UL
	Pesticides and PCBs	150.00	505	Legend MN
	EDB/ DBCP	85.00	504	UL
	Carbamates	120.00	531.2	Legend AZ
	Dioxins only	425.00	1613	Pace
	Glyphosate	120.00	547	Legend AZ
	Endothall	140.00	548	UL
	Diquat and Paraquat	140.00	549	UL
	HAAs	160.00	552.2	Legend MN
	Chlorinated Acids	175.00	515	UL
<b>6.</b>	<b>Radiochemistry</b>			
	Gross Alpha	60.00	EPA 600/00-02	Radiation Safety
	Gross Beta	60.00	EPA 900.0	Radiation Safety
	Radium 226	90.00	EPA 903.1	Radiation Safety
	Radium 228	130.00	EPA 904.0	Radiation Safety
	Total Radium	220.00	EPA 903/904	Radiation Safety
	Cesium	175.00	EPA 901.1	Radiation Safety
	Iodine	175.00	EPA 901.1	Radiation Safety
	Strontium	170.00	EPA 905.0	Radiation Safety
	Tritium	85.00	EPA 906.0	Radiation Safety
	Uranium	170.00	EPA 00-07	Radiation Safety
	Gamma Emitting Isotopes	175.00	EPA 901.1	Radiation Safety
<b>7.</b>	<b>Biological</b>			
	Microscopic Particulate Analysis	300.00	EPA 910/9-92-029	Legend AZ
<b>8.</b>	<b>Other Drinking Water Methods</b>			
	Ion Chromatography (Chloride, Sulfate)	13.00 per ion	EPA 300.0	Legend AZ
	Radon 222	70.00	EPA 7500-RN	Radiation Safety
<b>9.</b>	<b>UCMR 3</b>			
	List 1 and 2 (EPDS) Package	2295.00	524.3 522 200.8 218.7 537 539	UL

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>B.</b>	<b>WASTEWATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Fecal coliform			
	Multiple Tube Fermentation	28.00	SM 9221E	Legend AZ
	Membrane Filter	15.00	SM 9222D	Legend AZ
	Total Coliform			
	Multi Tube Fermentation	28.00	SM 9221B	Legend AZ
	Membrane Filter	15.00	SM 9222B	Legend AZ
	Fecal Streptococcus			
	Multi Tube Fermentation	28.00	SM 9230B	Legend AZ
	Membrane Filter			
	Viruses*	450.00	SM 9510	Legend AZ
	Giardia and Cryptosporidium*	375.00	SM 9711B	Legend AZ
	Ascaris lumbricoides	150.00	SM 10550	Legend AZ
	Common tapeworm	150.00	SM 10550	Legend AZ
	Entamoeba histolytica	300.00	SM 9711C	Legend AZ

\*Requires Equipment Rental Fee at \$100/3 days.

<b>2.</b>	<b>Inorganic Chemicals, Nutrients and Demand</b>			
	Acidity			
	Alkalinity	12.00	SM 2320B	Legend AZ
	Ammonia	20.00	EPA 350.1	Legend AZ
	BOD	36.00	SM 5210B	Legend AZ
	Bromide	30.00	EPA 300.0	UL
	COD	28.00	EPA 410.4	Legend AZ
	Chloride	13.00	SM 4500 CL B	Legend AZ
	Chlorine	10.00	SM 4500 CL D	Legend AZ
	Chromium Hexavalent	32.00	SM 3500 CR D	Legend AZ
	Color	28.00	SM 2120B	Legend AZ
	Cyanide (amenable)	45.00	SM 4500 CN G	Legend AZ
	Cyanide (available)	45.00	SM 4500 CN C	Legend AZ
	Cyanide (total)	35.00	SM 4500 CN E	Legend AZ
	Fluoride	13.00	SM 4500 FC	Legend AZ
	Hardness*	32.00	SM 2340B	Legend AZ
	TKN	32.00	EPA 351.2	Legend AZ
	MBAS	30.00	EPA 425.1	ESC
	Nitrate**	18.00	SM 4500 NO3F	Legend AZ
	Nitrite	10.00	SM 4500 NO2B	Legend AZ
	Oil and Grease	55.00	EPA 1664A	Legend AZ
	TOC	40.00	SM 5310C	Legend AZ
	Ortho-Phosphate	13.00	SM 4500 P F	Legend AZ
	Oxygen, dissolved	14.00	SM 4500 O G	Legend AZ
	pH	10.00	SM 4500 H B	Legend AZ
	Phenols	60.00	EPA 420.1	Turner
	Phosphorus (total)	25.00	EPA 365.3	Legend AZ
	Residue (total)	12.00	SM 2540B	Legend AZ
	TDS	12.00	SM 2540C	Legend AZ
	TSS	12.00	SM2540D	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Settleable Solids	12.00	SM 2540F	Legend AZ
	Residue, Volatile (total)	32.00	EPA 160.4	Legend AZ
	Silica	25.00	EPA 200.7	Legend AZ
	Sodium Azide			
	Specific Conductance	10.00	SM 2510B	Legend AZ
	Sulfate	13.00	EPA 300.0	Legend AZ
	Dissolved Sulfide	20.00	Hach 8131	Legend AZ
	Sulfide	16.00	Hach 8131	Legend AZ
	Dissolved Sulfite	40.00	EPA 377.1	ESC
	Sulfite	30.00	EPA 377.1	ESC
	Turbidity	10.00	EPA 180.1	Legend AZ

\*Hardness includes analysis for Ca, Mg and calculation.

\*\*Requires analysis of NO2+(NO2+NO3)= \$28.00 total.

<b>3.</b>	<b>Metals</b>			
	Metals (ICP)	8.00	EPA 200.7	Legend AZ
	Metals (ICP-MS)	12.00	EPA 200.8	Legend AZ
	Gold			
	Iridium			
	Mercury	28.00	EPA 245.1	Legend AZ
	Osmium			
	Palladium			
	Platinum			
	Rhodium			
	Ruthenium			
	Titanium	50.00	EPA 200.7	TestAmerica
<b>4.</b>	<b>Bioassay</b>			
	Toxicity			
<b>5.</b>	<b>Organic Chemical</b>			
	Volatile organics GC/MS (624) (Per group price)	120.00	EPA 624	Legend AZ
	Volatile organics GC/MS (8260) (Per group price)	120.00	EPA 624	Legend AZ
	Acrolein, Acrylonitrile and 2 CEVE	60.00	EPA 624	Legend AZ
	Semivolatile (8270)	290.00	EPA 8270C	Legend MN
	Phenols	108.00	EPA 625	Legend MN
	Benzidines	145.00	EPA 625	Legend MN
	Phthalate Esters	145.00	EPA 625	Legend MN
	Nitrosamines	145.00	EPA 625	Legend MN
	Organochlorine Pesticides and PCBs (608)	108.00	EPA 608	Legend MN
	Nitroaromatics and Isophorone	145.00	EPA 625	Legend MN
	PAH	120.00	EPA 625	Legend MN
	Haloethers	145.00	EPA 625	Legend MN
	Chlorinated Hydrocarbons	130.00	EPA 625	Legend AZ
	2,3,7,8,TCDD (Dioxin)	550.00	EPA 1613	Pace
	625 Dioxin Screen	160.00	EPA 625	Legend MN

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Tetra through Octa Chlorinated Dioxins and Furans	900.00	EPA 1613	Pace
	Triazine Pesticides	108.00	EPA 608 (Mod)	Legend MN
	Base/Neutral and Acids (625 or 1625)	210.00	EPA 625	Legend MN
	Carbamates and Urea Pesticides	120.00	EPA 531 (Mod)	Legend AZ
	TPH	55.00	EPA 1664A	Legend AZ
	Ethylene Glycol	120.00	EPA 8015 (Mod)	Legend MN
	Organophosphorus Pesticides	190.00	EPA 1657	Legend MN
<b>6.</b>	<b>Radio Chemistry</b>			
	Gross Alpha	60.00	EPA 600/00-02	Rad. Safety
	Gross Beta	60.00	EPA 900.0	Rad. Safety
	Total Radium	220.00	EPA 903.0/904	Rad. Safety
	Radium 226	90.00	EPA 903.1	Rad. Safety
<b>7.</b>	<b>Other Wastewater Tests</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	13 per ion	EPA 300.0	Legend AZ
	1657	190.00	EPA 1657	ESC
	PCB's only	120.00	EPA 608	Legend MN
<b>C.</b>	<b>HAZARDOUS WASTE*</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total Coliforms			
	Multiple Tube Fermentation	68.00	SM 9221B	Legend AZ
	Membrane Filter			
<b>2.</b>	<b>Hazardous Waste Characteristics</b>			
	Corrosivity			
	PH determination	10.00	EPA 9045D	Legend AZ
	Ignitability	30.00	EPA 1010A	Legend AZ
	Reactivity	**		

\*All hazardous waste samples will be returned to client upon completion of reporting.

\*\*No longer required for hazardous waste disposal.

<b>3.</b>	<b>Sample Extraction Procedures</b>			
	TCLP 1311	80.00	EPA 1311*	Legend AZ
	1311 ZHE	120.00	EPA 1311*	Legend AZ
	SPLP 1312			
	SPLP ZHE			
	Specific conductance	10.00	EPA 9050A	Legend AZ

\*Metals only: semi-volatiles, pesticides, herbicides, herbicide extraction: \$100/sample. Volatile organics: \$120/sample.

<b>4.</b>	<b>Sample Prep for Metals</b>	12.00*	EPA 3010A/3050B	Legend AZ
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\*Digestion required prior to analysis.

<b>5.</b>	<b>Inorganic Chemical</b>			
	Metals (ICP)	8.00	EPA 6010B	Legend AZ
	Metals (ICP-MS)			
	Chromium Hexavalent			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Mercury	28.00	EPA 7470A/7471A	Legend AZ
<b>6.</b>	<b>Sample Preparation and Extraction</b>	Included in price of analysis.		
<b>7.</b>	<b>Sample Cleanup</b>			
<b>8.</b>	<b>Organic Chemicals (includes extraction)</b>			
	EDB and DBCP*	160.00	EPA 8260B	Legend AZ
	Nonhalogenated Volatile Organics	65.00	EPA 8015B	Legend MN
	Volatile Organics	160.00	EPA 8260B	Legend AZ
	Organochlorine Pesticides	180.00	EPA 8081A	Legend MN
	PCB's	120.00	EPA 8082	Legend MN
	PCB's in oil	120.00	EPA 600/4-81-045	Legend MN
	PAH	130.00	EPA 8310	ESC
	Semivolatile	300.00	EPA 8270C	Legend MN
*Included in the 8260B standard list.				
<b>9.</b>	<b>Miscellaneous</b>			
	Cyanide	35.00	EPA 9014	Legend AZ
	TOX	110.00	EPA 9020B	ESC
	Sulfides			
	Sulfate			
	pH	10.00	EPA 9045D	Legend AZ
	Specific Conductance	10.00	EPA 9050A	Legend AZ
	TOC			
	Phenolics			
	Oil and Grease			
	Nitrate			
	Nitrite			
	Chloride			
	Bromide			
	Fluoride			
	Paint filter	12.00	EPA 9095A	Legend AZ
	Ortho Phosphate			
<b>10.</b>	<b>Asbestos</b>			
	Fiber Counting			
	Bulk Asbestos	25.00	EPA 9002	Legend MN
<b>11.</b>	<b>Radiochemical</b>			
	Gross Alpha and Beta			
	Alpha-Emitting Radium Isotopes			
	Radium-228			
<b>12.</b>	<b>Other</b>			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)			
<b>D.</b>	<b>AIR AND STACK PARAMETERS</b>			
	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)		Normal 5 day TAT	
			3 day Rush	
			24 hour Rush	

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>E.</b>	<b>MISCELLANEOUS</b>			
	Algae Identification	100.00	Microscopy	Legend AZ
	Flash Point	30.00	EPA 1010A	Legend AZ
	MIB/Geosmin	375.00	SM 6040D	Legend AZ
	NDMA		EPA 521	
	Endocrine disruptors	390.00	L200	UL
	Other, please list below:			
	Bacterial Identification	75.00/hr	Microscopy	Legend AZ
	Detergent Suitability	250.00	SM 9020B	Legend AZ
	Water Suitability	250.00	SM 9020	Legend AZ
	Iron Bacteria	75.00	SM 9240B	Legend AZ
	Legionella Pneumophila	95.00	SM 9260J	Legend AZ
	Pseudomonas aeruginosa	35.00	SM 9213F	Legend AZ
	Sulfate Reducing Bacteria	75.00	SM 9240D	Legend AZ
	Bacillus anthracis	125.00	CDC PRES ID	Legend AZ
	Cultured fungi – Count and ID	45.00	Microscopy	Legend AZ

Surcharge for Priority Plus Analysis (<24 hours) 200%

Surcharge for Priority Analysis (24 hours) 100%

Surcharge for Priority Analysis (48 hours) 75%

Surcharge for Priority Analysis (72 hours) 50%

Surcharge for Priority Analysis (72 hours - 5 day) 25%

Surcharge for Priority Analysis (5 day - 7 day) 15%

Discount off list price for services not referenced on price sheets 20% (only for in-house analysis)

Prompt Payment Terms offered Net 30

**CITY OF CHANDLER SERVICES AGREEMENT  
LAB TESTING SERVICES  
AGREEMENT NO.: MU3-962-3169**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 2013, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Eurofins Eaton Analytical, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1. Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Water Quality Program Manager/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY. Any changes in Contract Manager or Client Services Manager must be provided to the CITY within 5 business days.
- 1.3. Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2. SCOPE OF WORK:** CONTRACTOR shall provide laboratory testing services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3. Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4. Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
  - 2.4.1** Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration

laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 3.0. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of six years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and six (6) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. **Record Retention.** CONTRACTOR shall maintain documentation of all raw and final data (electronic and hard copy and supporting quality control data for chemical results for a minimum of ten (10) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for six (6) years.
- 3.4. CONTRACTOR shall provide a copy of any requested report within two (2) business days if requested by the CITY.
- 3.5. If the CONTRACTOR can no longer maintain the data, CITY reserves the right to take delivery of all raw and final data (electronic and hard copy) and supporting quality control data for chemical results.
- 3.6. Because of the potential for litigation involved with these samples, CONTRACOTR shall retain all samples for 45 days, or until hold times have expired, whichever is longer, after the postmarked date of final analysis report. These samples shall be subject to chain of custody procedures until final disposal. CITY reserves the right to retrieve the sample(s) during the retention time or to request an extension of the retention time, if necessary, without additional charge.

- 3.7. CONTRACTOR shall not disclose data or disseminate the contents of the final or any preliminary report without express written permission of CITY.
- 3.8. CONTRACTOR shall maintain the integrity of CITY samples at all times.
- 3.9. **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4.0. **PRICE:** CITY shall pay to CONTRACTOR for the completion of all the work and services described herein at the prices listed on attached Exhibit C. The total amount payable by the CITY to CONTRACTOR shall not exceed the sum of Nine Hundred Five Thousand Dollars (\$905,000). However, CONTRACTOR is aware that more than one CONTRACTOR has been awarded a laboratory testing services contract. CITY'S total budget for such services during the term of this Agreement is \$905,000 and CONTRACTOR agrees that CITY may choose to order laboratory testing services from one or more other CONTRACTORS. CITY reserves the right and will issue requests for services based on the ability of the CONTRACTOR to meet the CITY'S needs.
- 4.1. **Taxes.** CONTRACTOR shall be solely responsible for any and all tax obligations, which may result out of the CONTRACTOR'S performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONTRACTOR.
- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment.** All prices offered herein shall be firm against any increase for the initial term of the Contract (2 years). Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Annual Usage Report.** CONTRACTOR shall furnish CITY a quarterly report showing the dollar amount used against the contract and detailing the testing services requested and performed.
5. **TERM:**
  - 5.1. The term of the Contract is two year(s), commencing on February 15, 2013 and terminating on February 14, 2015 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, upon mutual agreement with the CONTRACTOR, to extend the Contract for up to four

additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to 90 days.

**6. USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

**6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

**6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

**7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

**7.2. Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

**7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

**8. TERMINATION:**

**8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its

suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

**8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

**8.3. Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

**8.4. Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.

**8.5. Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.

**8.6. Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**8.7. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**8.8. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may

arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
  - 10.1 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
  - 10.2 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
  - 10.3 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.
12. **INSURANCE:**
  1. General.
    - A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
    - B. The Contractor and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of SubContractors: If any work is subcontracted in any way, the Contractor shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

3. Additional Policy Provisions Required.

A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.

3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator:	Purchasing
Contact:	Carolee Stees
Mailing Address:	PO Box 4008 MS 901
Physical Address:	175 S Arizona Avenue
City, State, Zip	Chandler, AZ 85224
Phone:	480-782-2405
Fax:	480-782-2410

In the case of the CONTRACTOR

Firm Name: Eurofins Eaton Analytical, Inc.

Contact:	Bradley Cahoon
Address:	15953 N Greenway-Hayden Loop, Suite C
City, State, Zip	Scottsdale, AZ 85260
Phone:	480-778-1558
FAX:	480-948-2648
	bradleycahoon@eurofinsus.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2. **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3. **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

- 15.1 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3 **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

- 15.4 **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5 **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6 **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.7 **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of January, 2013.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By: Andrew Eaton  
Signature

ATTEST:

SEAL

ATTEST: If Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney *AG*

EXHIBIT A

Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

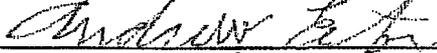
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

<b>Contract Number: MU3-962-3169</b>		
<b>Name (as listed in the contract): Eurofins Eaton Analytical, Inc.</b>		
<b>Street Name and Number: 15953 N Greenway-Hayden Loop, Suite C</b>		
<b>City: Scottsdale</b>	<b>State: AZ</b>	<b>Zip Code: 85260</b>

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Andrew Eaton

Title: Vice President

Date (month/day/year): 02/04/13

## **EXHIBIT B TECHNICAL SPECIFICATIONS**

In order to conduct environmental testing and analysis as requested by CITY for purposes of compliance with the National Pollutant Discharge Elimination System, Safe Drinking Water Act, Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, Hazardous Waste, State Aquifer Protection Permits, Reuse Permits, Industrial Pretreatment Program, Toxic Substances Control Act (TSCA), special projects and for EPA compliance with participation in Unregulated Contaminant Monitoring Rule 2, CONTRACTOR shall provide the following services as specified below:

### **1. Sample Containers**

CONTRACTOR shall provide all the necessary new or certified-clean sample bottles and sample labels as required to perform field sampling. CONTRACTOR shall add reagent grade preservatives to the appropriate sampling container prior to field sampling. CONTRACTOR shall pre-label sample containers identifying the analyses types requested and preservatives used. The sample label information provided by CITY shall correspond to information contained in the chain of custody forms and shall include: CONTRACTOR name, the analyses requested, the sample ID number, the date and time the sample was taken, the location of field sampling, and the name or initials of the sampler. CONTRACTOR shall supply any necessary trip blanks. CONTRACTOR shall subject all supply bottles and/or containers to a Quality Assurance and Quality Control program and shall conduct a testing program on sample bottles and/or containers.

### **2. Chain of Custody**

CONTRACTOR shall provide chain of custody forms and chain of custody seals for bottles and coolers and one chain of custody form shall accompany each sample set. CONTRACTOR shall include a copy of the completed chain of custody for each sample set at the end of each individual analyses report. CONTRACTOR and any and all city approved subcontractors shall utilize standard U.S. EPA chain of custody procedures, as documented in National Enforcement Investigations Center Policies and Procedures Manual, as revised in May, 1986, and amendments thereto, and the National Enforcement Investigations Center Manual For The Evidence Audit, published in September, 1981, and amendments thereto.

### **3. Transportation**

CONTRACTOR shall provide for delivery of sample sets and pickup of field samples to and from CITY. CONTRACTOR shall pick up field samples as needed, but generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall pick up most samples within six (6) hours of CITY's request. CONTRACTOR shall pick up fecal coliform samples within two (2) hours of CITY's request. CONTRACTOR shall deliver sample bottles no later than forty-eight (48) hours after CITY's request. CONTRACTOR shall provide all necessary shipping containers.

### **4. Sample Control**

CONTRACTOR shall report any sample or trip blank received in unacceptable condition, or rendered unacceptable for analyses to the CITY Contract Administrator or their designee within forty-eight (48) hours of loss of sample.

CITY reserves the right to recover cost of re-sampling due to CONTRACTOR error or failure to maintain sample integrity. Re-sampling required due to error or failure to maintain sample integrity at the laboratory shall be billed to CONTRACTOR at the CITY's cost plus \$100. Trip blanks rendered unacceptable while in the possession of the laboratory shall result in a fifty percent (50%) reduction in the analysis fee for the accompanying field samples.

## **5. Laboratory Services and Analytical Requirements**

CONTRACTOR shall use current and future Federal and Arizona Department of Health Services approved test methods for all analyses. CONTRACTOR shall meet detection limits required by Local, State, and Federal regulations.

CONTRACTOR shall conduct all quality control tests and checks for precision, accuracy and control of method on a ten percent (10%) basis, or as specified by method, or per batch if less than ten (10) samples are submitted. CONTRACTOR shall provide as part of the quality control all QC data results as a Level 2 report.

CONTRACTOR shall communicate a full description of any anticipated or realized problem areas to the CITY's Contract Administrator or designee prior to analysis of any sample so that appropriate corrective action can be coordinated. CONTRACTOR shall immediately communicate, via telephone or e-mail, analytical or sample problems encountered subsequent to the analysis of any sample to the CITY's Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall immediately communicate, via telephone or e-mail, results indicating exceedance of SDWA MCL's and/or triggers and/or Permits limits to the CITY Contract Administrator or designee, followed by written communication with the sample results. CONTRACTOR shall designate all verbal and written notification about results that are not final as "preliminary" and document QA/QC issues as appropriate. Samples analyzed outside of the specified QA/QC without prior consent by CITY shall not be invoiced and paid under this Agreement.

## **6. Holding Times**

The CONTRACTOR shall notify the CITY Contract Administrator or designee immediately on discovery that holding time(s) have been exceeded so that re-sampling can take place. The CITY will make a decision on analysis of such samples upon notification. CITY reserves the right to recover cost of resampling due to CONTRACTOR failing to meet sample holding times, provided that CONTRACTOR has had possession of the sample for at least 50% of the sample holding time. The exception to this would be in the case of coliform samples where CONTRACTOR will only be liable if CONTRACTOR was not notified of sample pick up within two hours of the time of the sampling. Re-sampling will be billed to CONTRACTOR at the CITY's cost plus \$100.

## **7. Written Reporting of Analysis Results**

CONTRACTOR shall submit typewritten final reports for all sample results except Air sample results to the CITY Contract Administrator or their designee within twenty (20) calendar days of CONTRACTOR'S receipt of each sample.

CONTRACTOR shall submit typewritten final reports for air sample results to the CITY Contract Administrator or their designee within five (5) calendar days of CONTRACTOR'S receipt of each sample. At times rush analysis of three (3) days and twenty-four (24) hours will be required.

CONTRACTOR shall submit typewritten final reports for any rush results to the CITY Contract Administrator or their designee within two (2) working days of due date of the rush results.

CONTRACTOR shall report all quality control tests and checks used to prepare each sample, including all reporting levels, method references, date of sample receipt, date of analysis, dilutions, duplicates and matrix spike results, blank spike results, reagent blank and trip blank results for each applicable constitute requested.

Contractor shall insure that all subcontracted results are easily cross-referenced to samples submitted to CONTRACTOR and at a minimum, shall include the following:

- a. Cover letter, including a listing of any subcontractors used and any problems encountered during sample analysis.
- b. Analysis results including all QA/QC, compounds analyzed, method reporting levels, date of extraction, date of analysis, analyst, and analysis method.
- c. Original subcontractor analysis results including all QA/QC, compounds analyzed, method detection limits, and analysis method.
- d. Chain of custody as submitted, plus subcontractor's chain of custody, if applicable.
- e. Data from analyses of samples collected for compliance with the Safe Drinking Water Act and under the applicable Arizona Department of Environmental Quality (ADEQ) Drinking Water rules shall be submitted on the appropriate ADEQ forms (these forms shall be completed in full) in addition to CONTRACTOR's standard reporting form.

CONTRACTOR shall be responsible for a written communication of any miscalculation or error in analytical results to the CITY Contract Administrator or their designee. CONTRACTOR shall reissue, at their own expense, corrected hard copies and computer electronic copies as necessary. CONTRACTOR shall label all reissued reports "revised" and include an explanation of the revision in the cover letter. These errors include, but are not limited to; operator error, equipment malfunction, exceeding holding time, out of control results or any other quality control exception, and laboratory contamination in ambient air, glassware, standards, reagents, or equipment that could impact the quality or validity of the analytical results. CITY reserves the right to recover the cost of re-sampling due to CONTRACTOR miscalculation or error in the analytical results.

CITY reserves the right to enforce penalties for late sample results. An eight percent (8%) penalty for the first day and a five percent (5%) penalty each day thereafter per report will be charged to CONTRACTOR for each calendar day that delivery of the written report(s) and/or electronic data exceed the above specified delivery times. CONTRACTOR shall be liable for penalties for all late analyses, including subcontracted analyses. Fines or penalties levied against CITY by the State or Federal government due to late submittal of analysis results due to CONTRACTOR exceeding the above specified delivery times, shall be paid by CONTRACTOR.

#### **8. Electronic Transfer of Reporting Results**

CONTRACTOR and all subcontractors shall issue electronically, laboratory results to CITY with the hard copy reports. The submittal of electronic data is not intended to be a substitute for the requirement of hard copy reports.

CONTRACTOR shall supply the electronic data in a format compatible with existing CITY software as desired by CITY.

CONTRACTOR shall be responsible for verification that electronic data is not duplicated. CONTRACTOR shall maintain an electronic or a hard copy list of sample reports issued for review by CITY. This list shall include the CITY Chain of Custody ID Number (Chandler ID), the laboratory accession number (Accession ID), and the date sample data was issued. Should duplicate data be received, the cost to remove the duplicated data will be calculated using the applicable charge out rate. Any charge for this duplicate removal will be used as a credit toward the laboratory invoices issued by the CONTRACTOR at the CITY's cost plus \$100.

#### **9. Contractor Capability and Capacity**

During the term of this Contract, CONTRACTOR shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turnaround times. CONTRACTOR and any subcontractors shall provide access for CITY and State personnel and their authorized representatives to audit the lab to assure the accuracy and precision of laboratory results related to the work performed.

**10. State of Arizona Certification/Environmental Protection Agency Approvals**

CONTRACTOR and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Lab Licensure or Environmental Protection Agency (EPA), for all requested analyses for the duration of the Contract. CONTRACTOR shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article One, Section 36-495 et. Reg. or EPA.

CONTRACTOR shall provide to CITY notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially the ADHS or EPA, within 24 hours of notification.

**11. EPA/ADHS Quality Assurance/Quality Control**

CONTRACTOR and all subcontractors must demonstrate continuing satisfactory performance by proficiency testing. [Formerly water pollution (WP) and water supply (WS) check samples.]

**12. Proficiency Samples**

CITY may submit proficiency samples (blind, double blind, or otherwise) to the CONTRACTOR as part of the regular sampling and QC procedures.

CONTRACTOR shall submit a QA/QC report on deficiencies and corrections associated with the proficiency samples on an individual sampling period basis.

CONTRACTOR may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the CONTRACTOR to analyze and report results within acceptable QA/QC limits can result in cancellation of this contract.

**13. Disposal**

CONTRACTOR shall comply with all Federal, State, and local regulations for disposal of samples and associated laboratory hazardous waste.

**EXHIBIT C  
FEE SCHEDULE**

<b>Item</b>	<b>Parameter</b>	<b>Routine Cost</b>	<b>EPA Method</b>	<b>Lab Doing Analysis</b>
<b>A.</b>	<b>DRINKING WATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total coliform			
	Multiple Tube			
	Membrane Filter			
	Collert	30.00	SM 9223	EEA
	Colisure	30.00	SM 9223	EEA
	Presence-Absence	30.00	SM 9223	EEA
	Heterotrophic Plate Count	40.00	SM 9215	EEA
	Escherichia Coli	30.00	SM 9223	EEA
	Fecal coliform	30.00	SM 9223	EEA
	Viruses	675.00	ICR 5/96	Legend
	Giardia and Cryptosporidium	450.00	EPA 1623	CH Diagnostics
<b>2.</b>	<b>Sample prep for metals</b>			
<b>3.</b>	<b>Inorganic Chemical and Physical Characteristics</b>			
	Alkalinity	10.00	SM 2320B	EEA
	Asbestos	100.00	EPA 100.2	EEA
	Bromate	60.00	EPA 317	EEA
	Bromide	25.00	EPA 300.0	EEA
	Chloride	12.00	EPA 300.0	EEA
	Chlorine	15.00	SM 4500CL-G	EEA
	Chlorine Dioxide	15.00	SM 4500CLO2-D	EEA
	Chlorite	25.00	EPA 300.1	EEA
	Color	10.00	SM 2120B	EEA
	Corrosivity	30.00	SM 2330B	EEA
	Cyanide	40.00	SM 4500CN-F	EEA
	Cyanide, Amenable	60.00	SM 4500CN-G	EEA
	Fluoride	12.00	SM 4500F C	EEA
	Hardness	15.00	SM 2340B	EEA
	Methylene Blue Active Substances	40.00	SM 5540C	EEA
	Nitrate	12.00	EPA 300.0	EEA
	Nitrite	12.00	EPA 300.0	EEA
	Ortho-Phosphate	15.00	SM 4500P-E	EEA
	Ozone	50.00	EEA	EEA
	pH	10.00	SM 4500H-B	EEA
	TDS	10.00	SM 2540C	EEA
	Specific Conductance	10.00	SM 2510B	EEA
	Sulfate	12.00	EPA 300.0	EEA
	TOC	30.0	SM 5310C	EEA
	Turbidity	10.00	EPA 180.1	EEA
	UV254	30.00	SM 5910B	EEA

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>4.</b>	<b>Metals</b>			
	Metals (ICP) (price per metal)	6.00	EPA 200.7	EEA
	Metals (ICP-MS) (price per metal)	6.00	EPA 200.8	EEA
	Mercury	25.00	EPA 245.1	EEA
<b>5.</b>	<b>Organic Chemicals</b>			
	Total Trihalomethanes	50.00	524.2	EEA
	Volatile Organics	80.00	524.2	EEA
	Semivolatile Organics	200.00	525	EEA
	Pesticides and PCBs	100.00	505	EEA
	EDB/ DBCP	50.00	504 by 551.1	EEA
	Carbamates	90.00	531	EEA
	Dioxins only	250.00	1613	EEA
	Glyphosate	90.00	547	EEA
	Endothall	90.00	548	EEA
	Diquat and Paraquat	90.00	549	EEA
	HAAs	90.00	552 by SM 6251B	EEA
	Chlorinated Acids	100.00	515	EEA
<b>6.</b>	<b>Radiochemistry</b>			
	Gross Alpha	50.00	EPA 901.1	Radiation Safety
	Gross Beta	50.00	EPA 900.0	Radiation Safety
	Radium 226	75.00	EPA 903.1	Radiation Safety
	Radium 228	110.00	EPA 904.0	Radiation Safety
	Total Radium	175.00	EPA 903/904	Radiation Safety
	Cesium			Radiation Safety
	Iodine	150.00	EPA 901.1	Radiation Safety
	Strontium	145.00	EPA 905.0	Radiation Safety
	Tritium	75.00	EPA 906.0	Radiation Safety
	Uranium	110.00	EPA 00-07	Radiation Safety
	Gamma Emitting Isotopes	150.00	EPA 901.1	Radiation Safety
<b>7.</b>	<b>Biological</b>			
	Microscopic Particulate Analysis	250.00	EPA 1992	EEA
<b>8.</b>	<b>Other Drinking Water Methods</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate) (Per ion price and group price)	12.00/72.00	Various	EEA
	Radon 222	50.00	SM 7500RN	EEA
<b>9.</b>	<b>UCMR 3</b>			
	524.3	125.00	524.3	EEA
	522	125.00	522	EEA
	200.8	65.00	200.8	EEA
	218.7	50.00	218.7	EEA
	537	290.00	537	EEA
	539	375.00	539	EEA

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>B.</b>	<b>WASTEWATER</b>			
<b>1.</b>	<b>Microbiology</b>			
	Fecal coliform			
	Multiple Tube Fermentation			
	Membrane Filter			
	Total Coliform			
	Multi Tube Fermentation			
	Membrane Filter			
	Fecal Streptococcus			
	Multi Tube Fermentation			
	Membrane Filter			
	Viruses			
	Giardia and Cryptosporidium			
	Ascaris lumbricoides			
	Common tapeworm			
	Entamoeba histolytica			
<b>2.</b>	<b>Inorganic Chemicals, Nutrients and Demand</b>			
	Acidity			
	Alkalinity			
	Ammonia			
	BOD			
	Bromide			
	COD			
	Chloride			
	Chlorine			
	Chromium Hexavalent			
	Color			
	Cyanide (amenable)			
	Cyanide (available)			
	Cyanide (total)			
	Fluoride			
	Hardness			
	TKN			
	MBAS			
	Nitrate			
	Nitrite			
	Oil and Grease			
	TOC			
	Ortho-Phosphate			
	Oxygen, dissolved			
	pH			
	Phenols			
	Phosphorus (total)			
	Residue (total)			
	TDS			
	TSS			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Settleable Solids			
	Residue, Volatile (total)			
	Silica			
	Sodium Azide			
	Specific Conductance			
	Sulfate			
	Dissolved Sulfide			
	Sulfide			
	Dissolved Sulfite			
	Sulfite			
	Turbidity			
<b>3.</b>	<b>Metals</b>			
	Metals (ICP)			
	Metals (ICP-MS)			
	Gold			
	Iridium			
	Mercury			
	Osmium			
	Palladium			
	Platinum			
	Rhodium			
	Ruthenium			
	Titanium			
<b>4.</b>	<b>Bioassay</b>			
	Toxicity			
<b>5.</b>	<b>Organic Chemical</b>			
	Volatile organics GC/MS (624) (Per group price)			
	Volatile organics GC/MS (8260) (Per group price)			
	Acrolein, Acrylonitrile and 2 CEVE Semivolatile (8270)			
	Phenols			
	Benzidines			
	Phthalate Esters			
	Nitrosamines			
	Organochlorine Pesticides and PCBs (608)			
	Nitroaromatics and Isophorone			
	PAH			
	Haloethers			
	Chlorinated Hydrocarbons			
	2,3,7,8,TCDD (Dioxin)			
	625 Dioxin Screen			
	Tetra through Octa Chlorinated Dioxins and Furans			
	Triazine Pesticides			
	Base/Neutral and Acids (625 or			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	1625)			
	Carbamates and Urea Pesticides			
	TPH			
	Ethylene Glycol			
	Organophosphorus Pesticides			
<b>6.</b>	<b>Radio Chemistry</b>			
	Gross Alpha			
	Gross Beta			
	Total Radium			
	Radium 226			
<b>7.</b>	<b>Other Wastewater Tests</b>			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate			
	1657			
	PCB's only			

<b>C.</b>	<b>HAZARDOUS WASTE</b>			
<b>1.</b>	<b>Microbiology</b>			
	Total Coliforms			
	Multiple Tube Fermentation			
	Membrane Filter			
<b>2.</b>	<b>Hazardous Waste Characteristics</b>			
	Corrosivity			
	PH determination			
	Ignitability			
	Reactivity			
<b>3.</b>	<b>Sample Extraction Procedures</b>			
	TCLP 1311			
	1311 ZHE			
	SPLP 1312			
	SPLP ZHE			
	Specific conductance			
<b>4.</b>	<b>Sample Prep for Metals</b>			
<b>5.</b>	<b>Inorganic Chemical</b>			
	Metals (ICP)			
	Metals (ICP-MS)			
	Chromium Hexavalent			
	Mercury			
<b>6.</b>	<b>Sample Preparation and Extraction</b>			
<b>7.</b>	<b>Sample Cleanup</b>			
<b>8.</b>	<b>Organic Chemicals (includes extraction)</b>			
	EDB and DBCP			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
	Nonhalogenated Volatile Organics			
	Volatile Organics			
	Organochlorine Pesticides			
	PCB's			
	PCB's in oil			
	PAH			
	Semivolatile			
<b>9.</b>	<b>Miscellaneous</b>			
	Cyanide			
	TOX			
	Sulfides			
	Sulfate			
	pH			
	Specific Conductance			
	TOC			
	Phenolics			
	Oil and Grease			
	Nitrate			
	Nitrite			
	Chloride			
	Bromide			
	Fluoride			
	Paint filter			
	Ortho Phosphate			
<b>10.</b>	<b>Asbestos</b>			
	Fiber Counting			
	Bulk Asbestos			
<b>11.</b>	<b>Radiochemical</b>			
	Gross Alpha and Beta			
	Alpha-Emitting Radium Isotopes			
	Radium-228			
<b>12.</b>	<b>Other</b>			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>D.</b>	<b>AIR AND STACK PARAMETERS</b>			
	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	175.00	Normal 5 day TAT	Eurofins Air Toxics
		225.00	3 day Rush	Eurofins Air Toxics
		350.00	24 hour Rush	Eurofins Air Toxics

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
<b>E.</b>	<b>MISCELLANEOUS</b>			
	Algae Identification	75.00	SM 102000	EEA
	Flash Point			
	MIB/Geosmin	200.00	SM 6040D	EEA
	NDMA	225.00	EPA 521	EEA
	Endocrine disruptors	700.00	LC/MS/MS	EEA
	Other, please list below			

Surcharge for Priority Plus Analysis (<24 hours) 2 times Fees

Surcharge for Priority Analysis (24 hours) 2 times Fees

Surcharge for Priority Analysis (48 hours) 1.75 times Fees

Surcharge for Priority Analysis (72 hours) 1.5 times Fees

Surcharge for Priority Analysis (72 hours - 5 day) 1.5 times Fees

Surcharge for Priority Analysis (5 day - 7 day) 1.25 times Fees

Discount off list price for services not referenced on price sheets 20 %

Prompt Payment Terms offered N/A