



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

21

2. Council Meeting Date:
September 11, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: August 13, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award one-year agreements for laboratory testing services to Columbia Analytical Services, Inc., Legend Technical Services of Arizona, Inc., and TestAmerica Laboratories, Inc. in a combined total not to exceed \$397,000.

6. RECOMMENDATION: Recommend awarding one-year agreements for laboratory testing services to Columbia Analytical Services, Inc., Legend Technical Services of Arizona, Inc., and TestAmerica Laboratories, Inc. in a combined total not to exceed \$397,000.

7. HISTORICAL BACKGROUND/DISCUSSION: The Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ) mandate 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 June 23, 2008 the City issued a Request for Proposals (RFP) to vendors experienced in providing laboratory testing services. Four vendors responded: Columbia Analytical Services, Inc., Legend Technical Services of Arizona, Inc., MWH Laboratories and TestAmerica Laboratories, Inc. The evaluation process was conducted in accordance with established City policies and procedures and all vendors were found to be responsive and lab prices are comparable to previous contract pricing. Since no single vendor can perform all of the tests required by the City, the evaluation committee determined awards should be made to all four vendors to ensure laboratory availability should one of the laboratories not be able to handle the workload or if a laboratory has equipment down. The agreement with MWH Laboratories is still in the negotiation process and will be awarded once negotiations are completed. The agreements are for one year with provisions to extend for four additional one-year periods, if mutually agreeable.

9. FINANCIAL IMPLICATIONS:

Costs: \$397,000
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Account Number:</u>	<u>Fund Name:</u>	<u>Program:</u>	<u>CIP Funded:</u>	<u>Funds:</u>
738.1266.0000.5219	Uninsured Liability/Environmental Management	Other Prof/Contract Svcs.	Non-CIP	\$ 20,000
615.3950.0000.5219	Wastewater Operating/Wastewater Quality	Other Prof/Contract Svcs.	Non-CIP	\$182,000
605.3850.0000.5219	Water Operating/Water Quality	Other Prof/Contract Svcs.	Non-CIP	\$150,000
616.3930.0000.5219	Industrial Wastewater/Reverse Osmosis	Other Prof/Contract Svcs.	Non-CIP	\$ 25,000
625.3700.0000.5219	Solid Waste Operating/Solid Waste Services	Other Prof/Contract Svcs.	Non-CIP	\$ 20,000

10. PROPOSED MOTION: Move to award one-year agreements for laboratory testing services to Columbia Analytical Services, Inc., Legend Technical Services of Arizona, Inc., and TestAmerica Laboratories, Inc. in a combined total not to exceed \$397,000.

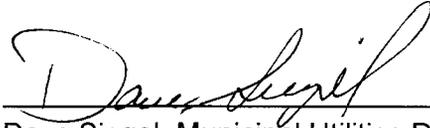
APPROVALS

11. Requesting Department



Robert Mulvey, Assistant Municipal Utilities Director

12. Department Head



Dave Siegel, Municipal Utilities Director

13. Procurement Officer



Carolee Stees, CPPB

14. City Manager



W. Mark Pentz

CITY OF CHANDLER SERVICES AGREEMENT
LAB TESTING SERVICES
AGREEMENT NO. MU9-962-2626

THIS AGREEMENT is made and entered into this _____ day of August, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Columbia Analytical Services, 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 Lori McCallum, Water Quality Superintendent /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.
- 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 A, 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 license and permit requirements.

3. 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 five years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and five (5) 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 five (5) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for five (5) 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, CONTRACTOR 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. PRICE: CITY shall pay to CONTRACTOR for the completion of all the work and services described herein at the prices listed on attached Exhibit B. The total amount payable by the CITY to CONTRACTOR shall not exceed the sum of Four Hundred Seven Thousand Five Hundred (\$407,500). 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 \$407,500 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.

Individual hard copy laboratory reports shall include a separate invoice that includes the following information: Invoice Number, Accession Number, Date of Invoice, Customer Number, CITY'S ID,

Project Name, Authorization Name, P.O. Number, LLSID Number (Project Number), Date Samples Received, Test Description with EPA Method, Quantity, Price, Surcharge, Test Total and Remit Amount.

4.3. Estimated Quantities. The quantities shown on Exhibit B (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. 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: The term of the Contract is one (1) year, commencing on September 15, 2008 and terminating on September 14, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, by mutual agreement of both parties, to extend the Contract for up to four (4) additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to ninety (90) days after the expiration of any term.

5.1. The City Manager/designee is authorized to approve and execute, on behalf of the City, any such future extensions to this Contract, on the same terms and conditions.

6. USE OF THIS CONTRACT: CONTRACTOR is aware that there is more than one Contractor who has been awarded a Services Agreement for this type of service. CITY reserves the right and will issue requests for services based on ability of CONTRACTOR to meet CITY's work schedule and the availability of trades and expertise in relation to each project.

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 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 contractor 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. **ALTERNATIVE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

- C. APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing

the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;

- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

- 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: City of Chandler
 Contact: Lori McCallum
 Mailing Address: PO Box 4008 MS 803
 Physical Address: 1475 E. Pecos Road
 City, State, Zip Chandler, AZ 85244-4008
 Phone: 480-782-3730
 FAX: 480-782-3640

In the case of the CONTRACTOR
 Firm Name: Columbia Analytical Services, Inc.
 Contact: Beth Proffitt
 Address: 3725 E. Atlanta Avenue
 City, State, Zip Phoenix, AZ 85040
 Phone: 602-437-0330
 FAX: 602-437-0660
bproffitt@caslab.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 Exhibits A and B 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 August 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: *Elizabeth Proffitt*
Signature

ATTEST:

City Clerk

SEAL ATTEST: If Corporation
James M. Anderson
Secretary

Approved as to form:

City Attorney

PL

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 August 2008.

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

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, 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. CONTRACTOR shall provide wet ice to cool samples upon request.

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 1) drinking water, 2) hazardous waste, 3) wastewater, and 4) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical 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 and any subcontractors shall use CITY of CHANDLER samples designated for QC for duplicate, trip blank, and matrix spike purposes. 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 fax, 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 fax, 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 drinking water 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 lakes, storm water, wastewater, and hazardous waste sample results to the CITY Contract Administrator or their designee within fifteen (15) 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, blanks, MS/MSD, reagent blank and trip blank results for each applicable constituent 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 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 shall issue electronically when needed, 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 CITYs 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 B
PRICE LIST**

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
A.	DRINKING WATER			
1.	Microbiology			
	Total coliform			
**	Multiple Tube	22	SM9221B	Legend then CAS
**	Membrane Filter	24	SM9222B	Legend then CAS
	Colilert	13	SM9223B	Columbia AZ
	Colisure		See Colilert	See Colilert
	Presence-Absence (See Colilert)	13	SM9223B	Columbia AZ
	Heterotrophic Plate Count	24	SM9215B	Legend AZ
	Escherichia Coli	24	SM9215B	Legend AZ
	Fecal coliform	20	SM9222D	Columbia AZ
	Viruses	635	SM9510	Legend AZ
	Equipment Rental for Giardia and Cryptosporidium	100		Legend AZ
	Giardia and Cryptosporidium	440	SM9711B	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Sample prep for metals	N/C	Various	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Inorganic Chemical and Physical Characteristics			
	Alkalinity	14	SM2320B	Columbia AZ
	Asbestos	110	100	Fiberquant
	Bromate	125	EPA 300.1	UL
	Bromide	10	EPA 300.0	WW cert-can add to CAS-AZ SDW Certs
	Chloride	10	EPA 300.0	Columbia AZ
	Chlorine	10	HACH 8167	Columbia AZ
	Chlorine Dioxide	30	SM4500 CL 02 D	UL
	Chlorite	29	EPA 300.0	UL
	Color	35	SM2120B	Legend AZ
	Corrosivity	12	SM4500HB	Columbia AZ
	Cyanide	32	SM4500 CN C E	Columbia AZ
	Cyanide, Amenable	40	SM4500 CN G E	Columbia AZ
	Fluoride	10	EPA 300.0	Columbia AZ
	Hardness	N/C	200.7 CALC	Columbia AZ
	Methylene Blue Active Substances	80	SM5540C	Aquatic
	Nitrate (Calculation)	10	EPA 353.2/300.0	Columbia AZ
	Nitrite	10	SM4500 NO2B	Columbia AZ
	Ortho-Phosphate	10	EPA 365.3	WW cert-can add to CAS-AZ SDW

				Certs
	Ozone			
	pH	8	SM4500 HB	Columbia AZ
	TDS	10	SM2540C	Columbia AZ
	Specific Conductance	9	SM2510B	Columbia AZ
	Sulfate	10	EPA 300.0	Columbia AZ
	TOC	40	SM5310C	Columbia AZ
	Turbidity	8	EPA 180.1	Columbia AZ
	UV254	90	SM5910B	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Metals			
	Metals (ICP) (price per metal)	9	EPA 200.7	Columbia AZ
	Metals (ICP-MS) (price per metal)	13	EPA 200.8	Columbia AZ
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Uranium, Zinc			
	Mercury	25	EPA 245.1	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Organic Chemicals			
	Total Trihalomethanes	55	EPA 524.2	Columbia AZ
	Volatile Organics	125	EPA 524.2	Columbia AZ
	Chlorinated Pesticides	120	EPA 508/525.2	Columbia WA
	PCB	120	EPA 508/525.2	Columbia WA
	Herbicides	120	EPA 515.4	Columbia WA
	EDB/ DBCP	60	EPA 504.1	Columbia WA
	Nitrogen and Phosphorus Pesticides	275	EPA 525.2	Columbia AZ
	Base/Neutrals and Acids	210	EPA 525.2	Columbia WA
	Carbamates	150	EPA 531.1	Columbia WA
	Dioxins only (2,3,7,8-TCDD only)	325	EPA 1613	Columbia TX
	Dioxins and Furans	525	8280/8290	Columbia TX
	Glyphosate	105	EPA 547	Columbia WA
	Endothall	105	EPA 548.1	Columbia WA
	Diquat and Paraquat	105	EPA 549.2	Columbia WA
	PAH	210	EPA 525.2	Columbia WA
	DBPs and Chlorinated Solvents	140	EPA 524.2	Columbia AZ
	HAAs	110	EPA 552.2	Columbia WA
	Phthalate Esters and Adipates	Inc w/525.2	EPA 525.2	Columbia WA
	Benzidines and Nitrogen	Inc w/525.2	EPA 525.2	Columbia WA

	Pesticides			
	Carbonyl Compounds	150	EPA 531.1	Columbia WA
	Chlorinated Acids	140	EPA 515.4	Columbia WA

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Radiochemistry			
	Gross Alpha	58	EPA900/00-02	Rad. Safety
	Gross Beta	58	EPA 900.0	Rad. Safety
	Gross Alpha/Beta	81	EPA900/00-02	Rad. Safety
	Radium 226	76	EPA 903.1	Rad. Safety
	Radium 228	113	EPA 904	Rad. Safety
	Total Radium	175	EPA903/904	Rad. Safety
	Cesium	160	EPA 901.1	Rad. Safety
	Iodine	157	EPA 901.1	Rad. Safety
	Strontium	155	EPA 905	Rad. Safety
	Tritium	80	EPA 906.0	Rad. Safety
	Uranium	115	EPA 908	Rad. Safety
	Uranium	13	EPA 200.8	Columbia AZ
	Gamma Emitting Isotopes	160	EPA 901.1	Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Biological			
	Microscopic Particulate Analysis	385	EPA 910/9-92-029	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate*, Sulfate) (Per ion price and group price)	45 per group 10 per ion	NO2-SM4500 NO2b; F, CL, SO4- 300.00; NO3- 353.2; OPHOS 365.3 WW	Columbia AZ
	Radon 222	69	7500RN (EPA913.1)	Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
9.	UCMR 2 Assessment Monitoring			
	527	235	EPA 527	Columbia WA
	529	245	EPA 529	Columbia WA

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
10.	UCMR 2 Screening survey			
	535	375	EPA 535	Columbia WA
	525.2	250	EPA 525.2	Columbia WA
	521	250	EPA 521	Columbia WA

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis

B.	WASTEWATER			
1.	Microbiology			
	Fecal coliform			
	Multiple Tube Fermentation	45	SM9221E	Legend AZ
**	Membrane Filter	20	SM9222D	Legend then CAS
	Total Coliform			
**	Multi Tube Fermentation	45	SM9221B	Legend then CAS
**	Membrane Filter	24	SM9222B	Legend then CAS
	Fecal Streptococcus			
	Multi Tube Fermentation	45	SM9230B	Legend AZ
	Membrane Filter		See Multi Tube	See Multi Tube
	Viruses	635	SM9510	Legend AZ
	Giardia and Cryptosporidium	440 each	SM9711B	Legend AZ
	Ascaris lumbricoides	180	SM 10550	Legend AZ
	Common tapeworm	230	SM10550	Legend AZ
	Entamoeba histolytica	412	SM9711C	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Inorganic Chemicals, Nutrients and Demand			
	Acidity	20	SM2310B	Aquatic
	Alkalinity	15	SM2320B	Columbia AZ
	Ammonia	22	EPA 350.1	Columbia AZ
	BOD	37	SM5210B	Columbia AZ
	Bromide	12	EPA 300.0	Columbia AZ
	COD	17	HACH 8000	Columbia AZ
	Chloride	12	EPA 300.0	Columbia AZ
	Chlorine	11	HACH 8167	Columbia AZ
	Chromium Hexavalent	31	SM3500CR D	Columbia AZ
	Color	30	SM2120B	Legend AZ
	Cyanide (amenable)	42	SM4500CN G E	Columbia AZ
	Cyanide (available)			
	Cyanide (total)	40	SM4500CN C E	Columbia AZ
	Fluoride	11	EPA 300	Columbia AZ
	Hardness	N/C	200.7 calc	Columbia AZ
	TKN	34	EPA 351.2	Columbia AZ
	MBAS	92	SM55540C	Aquatic
	Nitrate	11	353.2/300.0	Columbia AZ
	Nitrite	11	SM4500 NO2B	Columbia AZ
	Oil and Grease	60	EPA 1664	Columbia AZ
	TOC	45	SM5310C	Columbia AZ
	Ortho-Phosphate	11	EPA 365.3	Columbia AZ
	Oxygen, dissolved	13	SM4500O C	Columbia AZ
	PH	10	SM4500H B	Columbia AZ
	Phenols	52	EPA 420.1	Columbia AZ
	Phosphorus (total)	21	EPA 365.3	Columbia AZ
	Residue (total)	10	SM2540B	Columbia AZ
	TDS	10	SM2540C	Columbia AZ
	TSS	10	SM2540D	Columbia AZ
	Settleable Solids	10	SM2540F	Columbia AZ
	Residue, Volatile (total)	20	EPA 160.4	Legend AZ
	Silica	9	EPA 200.7	Columbia AZ

	Sodium Azide	255	SOF4150REV.4 IC/UV	Bodycote, CA
	Specific Conductance	10	SM2510B	Columbia AZ
	Sulfate	11	EPA 300.0	Columbia AZ
	Dissolved Sulfide	20	Hach 8131	Columbia AZ
	Sulfide	20	Hach 8131	Columbia AZ
	Dissolved Sulfite			
	Sulfite	45	SM4500-SO3B	Aquatic
	Turbidity	9	EPA 180.1	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Metals			
	Metals (ICP)	9	EPA 200.7	Columbia AZ
	Metals (ICP-MS)	13	EPA 200.8	Columbia AZ
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	TCLP8 RCRA Metals	125	1311/6010B/7470	Columbia AZ
	Gold	13	200.8 non-compliance	Columbia AZ
	Iridium	13	200.8 non-compliance	Columbia AZ
	Mercury	13	EPA 245.1	Columbia AZ
	Osmium	13	200.8 non-compliance	Columbia AZ
	Palladium	13	200.8 non-compliance	Columbia AZ
	Platinum	13	200.8 non-compliance	Columbia AZ
	Rhodium	13	200.8 non-compliance	Columbia AZ
	Ruthenium	13	200.8 non-compliance	Columbia AZ
	Titanium	13	200.8 non-compliance	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Bioassay			
	Toxicity		See Misc.	See Misc.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Organic Chemical			
	Volatile organics GC/MS (624) (Per group price)	115	EPA 624	Columbia AZ

	Volatile organics GC/MS (8260) (Per group price)	113	8260	Columbia AZ
	Acrolein, Acrylonitrile and 2 CEVE	150	EPA 624	Columbia AZ
	Semivolatile	240	625/8270	Columbia AZ
	Phenols	120	EPA 625	Columbia AZ
	Benzidines	100	EPA 625	Columbia AZ
	Phthalate Esters	145	EPA 625	Columbia AZ
	Nitrosamines	125	EPA 625	Columbia AZ
	Organochlorine Pesticides and PCBs (608)	125	EPA 608	Columbia AZ
	Nitroaromatics and Isophorone	175	EPA 625	Columbia AZ
	PAH	130	8310	Columbia AZ
	Haloethers (5 compounds)	150	EPA 625	Columbia AZ
	Chlorinated Hydrocarbons	125	624	Columbia AZ
	2,3,7,8,TCDD (Dioxin)	375	1613	Columbia TX
	625 Dioxin Screen	80	EPA 625	Columbia AZ
	Tetra through Octa Chlorinated Dioxins and Furans	550	8280/8290	Columbia TX
	Triazine Pesticides			
	Base/Neutral and Acids (625 or 1625)	250	EPA 625	Columbia AZ
	Carbamates and Urea Pesticides	180	EPA 531.13	Columbia WA
	TPH	60	EPA 1664	Columbia AZ
	Ethylene Glycol	69	8015D	GCAL
	Organophosphorus Pesticides	125	8141	GCAL

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Radio Chemistry			
	Gross Alpha	58	EPA900/00-02	Rad. Safety
	Gross Beta	58	EPA 900.0	Rad. Safety
	Gross Alpha/Gross Beta	81	EPA900/00-02	Rad. Safety
	Total Radium	175	EPA 903.1/904	Rad. Safety
	Radium 226	76	EPA 903.1	Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O- Phosphate*, Sulfate	See below	NO2-SM4500 NO2B;F,CL,SO4- 300.0; NO3- 353.2;OPHOS365.3	Columbia AZ
	1657	150	BY8141	GCAL
	PCB's only	80	EPA 608	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
C.	HAZARDOUS WASTE			
1.	Microbiology			
	Total Coliforms			
	Multiple Tube Fermentation	102	Fecal Only- SM9221E	Legend

	Membrane Filter		See Multi Tube	See Multi Tube
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Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Hazardous Waste Characteristics			
	Corrosivity			
	PH determination	10/19	9040B/9045C	Columbia AZ
	Ignitability	30	1010	Columbia AZ
	Reactivity	90	EPA9010/9013 9014/9030B (CN,S2)	Columbia AZ & SPL for S2

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Sample Extraction Procedures			
	TCLP 1311	58	TCLP1311	Columbia AZ
	1311 ZHE	65	1311	Columbia AZ
	SPLP 1312	58	1312	Columbia AZ
	SPLP ZHE	65	1312	Columbia AZ
	Specific conductance	10	SM2510B (WW Cert)	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Sample Prep for Metals	N/C	3010/3050	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Inorganic Chemical			
	Metals (ICP)	9	6010B	Columbia AZ
	Metals (ICP-MS)	13	6020	Columbia AZ
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Osmium, Potassium, Selenium, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Chromium Hexavalent	35	7196A	Columbia AZ
	Mercury	25	7470A/7471A	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Sample Preparation and Extraction	Included in price of analysis.		

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Sample Cleanup			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Organic Chemicals (includes extraction)			
	EDB and DBCP	90	8011	SPL Laboratories
	Nonhalogenated Volatile Organics	60	8260B	Columbia AZ
	Volatile Organics	112	8260B	Columbia AZ
	Organochlorine Pesticides	115	8081A	Columbia AZ
	PCB's	85	8082	Columbia AZ
	PCB's in oil	75	8082	Columbia AZ
	PAH	128	8310	Columbia AZ
	Semivolatile	250	8270C	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
9.	Miscellaneous			
	Cyanide	40	EPA 9014	Columbia AZ
	TOX	105	9020B	SPL Laboratories
	Sulfides	50	EPA 9034	Columbia AZ
	Sulfate	15	300.0 (WW Cert)	Columbia AZ
	pH	10/19	9040B/9045C	Columbia AZ
	Specific Conductance	10	SM2510B (WW Cert)	Columbia AZ
	TOC	40	SM5310C	Columbia AZ
	Phenolics	50	420.1 (WW Cert)	Columbia AZ
	Oil and Grease	60	EPA 1664	Columbia AZ
	Nitrate	15	300.0 (WW Cert)	Columbia AZ
	Nitrite	15	SM4500 NO2B (WW Cert)	Columbia AZ
	Chloride	15	300.0 (WW Cert)	Columbia AZ
	Bromide	15	300.0 (WW Cert)	Columbia AZ
	Fluoride	15	300.0 (WW Cert)	Columbia AZ
	Paint filter	8	9095A	Columbia AZ
	Ortho Phosphate	11	365.3 (WW Cert)	Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
10.	Asbestos			
	Fiber Counting	12	7400	Fiberquant
	Bulk Asbestos	25	600-RO83/116	Fiberquant

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
11.	Radiochemical			
	Gross Alpha and Beta	65	EPA 900/00-02	Radiation Safety
	Alpha-Emitting Radium Isotopes	76	EPA 903.1	Radiation Safety
	Radium-228	115	EPA 904	Radiation Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
12.	Other			
	Ion Chromatography (Chloride,	12 each or 58	NO2-SM4500	Columbia AZ

	Nitrate, Nitrite, o-Phosphate, Sulfate	group	NO2B; F, CL,SO4-300.0; NO3-353.2; OPOS365.3 (WW)	
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Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
D.	<u>AIR AND STACK PARAMETERS</u>			
	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	125 by 8260B or 175 TO15	Normal 5 day TAT or 15 day TAT for TO15	Columbia AZ or Columbia CA
		145	3 day Rush	Columbia AZ
		250	24 hour Rush	Columbia AZ
	Tender Bag	15		Columbia AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
E.	<u>MISCELLANEOUS</u>			
	Algae Identification	885	EPA Reference	Bio-Aquatic TX
	Flash Point (ignitability)	33	1010	Columbia AZ
	MIB/Geosmin (Non-compliance)			
	NDMA	225	521	Columbia WA
	Endocrine disruptors	800	See attached	Columbia WA
	Bioassay			
	Acute Fathead Minnow 100% vs. Cntl	780	EPA Reference	Bio-Aquatic TX
	Acute Water Flea 100% vs. Cntl	780	EPA Reference	Bio-Aquatic TX
	Chronic Fathead Minnow	1075	EPA Reference	Bio-Aquatic TX
	Chronic Water Flea	1075	EPA Reference	Bio-Aquatic TX

**Columbia Analytical Services, Inc. is in the process of licensing our new microbiology laboratory for these compounds. Legend will provide analytical services in the event our licensing is delayed for any reason. We are continually striving to meet the overall testing needs of our customers.

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): 50%

Surcharge for Priority Analysis (5 day - 7 day): 50%

Discount off list price for services not referenced on price sheets: 15%

Payment Terms: 2% 10 days or Net 30

CITY OF CHANDLER SERVICES AGREEMENT
LAB TESTING SERVICES
AGREEMENT NO. MU9-962-2626

THIS AGREEMENT is made and entered into this _____ day of August, 2008, 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 Lori McCallum, Water Quality Superintendent /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.
- 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 A, 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 license and permit requirements.

3. 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 five years after the completion of the Contract.
- 3.2. **Audit.** At any time during the term of this Contract and five (5) 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 five (5) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for five (5) 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, CONTRACTOR 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. PRICE: CITY shall pay to CONTRACTOR for the completion of all the work and services described herein at the prices listed on attached Exhibit B. The total amount payable by the CITY to CONTRACTOR shall not exceed the sum of Four Hundred Seven Thousand Five Hundred (\$407,500). 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 \$407,500 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.

Individual hard copy laboratory reports shall include a separate invoice that includes the following information: Invoice Number, Accession Number, Date of Invoice, Customer Number, CITY'S ID,

Project Name, Authorization Name, P.O. Number, LLSID Number (Project Number), Date Samples Received, Test Description with EPA Method, Quantity, Price, Surcharge, Test Total and Remit Amount.

- 4.3. Estimated Quantities.** The quantities shown on Exhibit B (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. 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: The term of the Contract is one (1) year, commencing on September 15, 2008 and terminating on September 14, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, by mutual agreement of both parties, to extend the Contract for up to four (4) additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to ninety (90) days after the expiration of any term.

5.1. The City Manager/designee is authorized to approve and execute, on behalf of the City, any such future extensions to this Contract, on the same terms and conditions.

6. USE OF THIS CONTRACT: CONTRACTOR is aware that there is more than one Contractor who has been awarded a Services Agreement for this type of service. CITY reserves the right and will issue requests for services based on ability of CONTRACTOR to meet CITY's work schedule and the availability of trades and expertise in relation to each project.

- 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 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 contractor 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. **ALTERNATIVE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.

2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.
3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of

the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
 6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
 7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
 8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
 9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
 10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.
- C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

- D. UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- E. FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- F. EQUITABLE LITIGATION:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisional of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be

typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance

Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

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: City of Chandler

Contact: Lori McCallum
Mailing Address: PO Box 4008 MS 803
Physical Address: 1475 E. Pecos Road
City, State, Zip Chandler, AZ 85244-4008
Phone: 480-782-3730
FAX: 480-782-3640

In the case of the CONTRACTOR
Firm Name: Legend Technical Services of Arizona, Inc.
Contact: Robert Vertefeuille
Address: 17631 N. 25th Avenue
City, State, Zip Phoenix, AZ 85023
Phone: 602-324-6129
FAX: 602-324-6101
rvertefeuille@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 Exhibits A and B 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 of 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 August 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: Robert M. Vukobratovic
Signature

ATTEST:

City Clerk

ATTEST: If Corporation

SEAL

Charlene Newman
Secretary

Approved as to form:

City Attorney

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of August 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: _____
Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk

Secretary

Approved as to form:

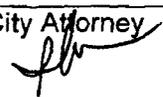
City Attorney


EXHIBIT A

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, 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. CONTRACTOR shall provide wet ice to cool samples upon request.

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 1) drinking water, 2) hazardous waste, 3) wastewater, and 4) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical 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 and any subcontractors shall use CITY of CHANDLER samples designated for QC for duplicate, trip blank, and matrix spike purposes. 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 fax, 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 fax, 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 drinking water 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 lakes, storm water, wastewater, and hazardous waste sample results to the CITY Contract Administrator or their designee within fifteen (15) 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, blanks, MS/MSD, 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 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 shall issue electronically when needed, 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 B
PRICE LIST**

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
A.	DRINKING WATER			
1.	Microbiology			
	Total coliform			
	Multiple Tube	28	SM9221B	Legend AZ
	Membrane Filter	15	SM9222B	Legend AZ
	Colilert	12	SM9223B	Legend AZ
	Colisure			
	Presence-Absence			
	Heterotrophic Plate Count	20	SM9215B	Legend AZ
	Escherichia Coli	28	SM9221F	Legend AZ
	Fecal coliform	28	SM9221E	Legend AZ
	Viruses	450	SM9210**	Legend AZ
	Giardia and Cryptosporidium	375	SM9711B/C**	Legend AZ

**Non-compliance samples only. License is for wastewater matrix.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Sample prep for metals	12	EPA 200.7/200.9	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Inorganic Chemical and Physical Characteristics			
	Alkalinity	12	SM2320B	Legend AZ
	Asbestos	117	EPA 100.1	Fiberquant
	Bromate	170	EPA 300.1	UL
	Bromide	22	EPA 300.0	TestAmerica/UL
	Chloride	13	EPA 300.0	Legend AZ
	Chlorine	10	SM4500 CL D	Legend AZ
	Chlorine Dioxide			
	Chlorite	35	EPA 300.0	UL
	Color	28	SM2120B	Legend AZ
	Corrosivity	50	SM2330B	Legend AZ
	Cyanide	35	SM4500 CN E	Legend AZ
	Cyanide, Amenable	45	SM4500 CN G	Legend AZ
	Fluoride	13	SM4500 FC	Legend AZ
	Hardness	32	SM2340B*	Legend AZ
	Methylene Blue Active Substances	100	EPA 425.1	TestAmerica
	Nitrate (Calculation)**	18	SM4500 NO3F	Legend AZ
	Nitrite	10	SM4500 NO2B	Legend AZ
	Ortho-Phosphate	13	SM4500 P F	Legend AZ
	Ozone			
	pH	10	EPA 150.1	Legend AZ
	TDS	12	SM2540C	Legend AZ
	Specific Conductance	10	EPA 2510B	Legend AZ
	Sulfate	13	EPA 300.0	Legend AZ

	TOC	40	SM5310C	Legend AZ
	Turbidity	12	EPA 180.1	Legend AZ
	UV254	60	SM5910B	Legend AZ

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

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

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Metals			
	Metals (ICP) (price per metal)	9	EPA 200.7	Legend AZ
	Metals (ICP-MS) (price per metal)	25	EPA 200.8	TestAmerica/LegendAZ ¹
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Uranium, Zinc	14	EPA 200.9	Legend AZ
	Mercury	28	EPA 245.1	Legend AZ

¹Licensure for EPA 200.8
expected by 9/08.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Organic Chemicals			
	Total Trihalomethanes	60	EPA 524.2	Legend AZ
	Volatile Organics	140	EPA 524.2	Legend AZ
	Chlorinated Pesticides	360	EPA 505, 525.2	Legend MN/UL
	PCB	150	EPA 505	Legend MN
	Herbicides	175	EPA 515	UL
	EDB/ DBCP	85	EPA 504	UL
	Nitrogen and Phosphorus Pesticides	290	EPA 525.2	UL
	Base/Neutrals and Acids	290	EPA 525.2	UL
	Carbamates	120	EPA 531.2	Legend AZ
	Dioxins only	425	EPA 1613	TestAmerica
	Glyphosate	120	EPA 547	UL (Legend AZ)*
	Endothall	140	EPA 548	UL
	Diquat and Paraquat	140	EPA 549	UL
	PAH	285	EPA 525.2	UL
	DBPs and Chlorinated Solvents			
	HAAs	160	EPA 552.2	Legend MN
	Phthalate Esters and Adipates	285	EPA 525.2	UL
	Benzidines and Nitrogen Pesticides			
	Carbonyl Compounds			
	Chlorinated Acids	175	EPA 515	UL

*Licensure for EPA 547 pending at Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Radiochemistry			
	Gross Alpha	60	EPA 600/00-02	Rad. Safety
	Gross Beta	60	EPA 900.0	Rad. Safety
	Radium 226	90	EPA 903.1	Rad. Safety
	Radium 228	130	EPA 904	Rad. Safety
	Total Radium	220	EPA 903.0/904	Rad. Safety
	Cesium	175	EPA 901.1	Rad. Safety
	Iodine	175	EPA 901.1	Rad. Safety
	Strontium	170	EPA 905	Rad. Safety
	Tritium	85	EPA 906.0	Rad. Safety
	Uranium (Isotopic)	170	EPA 00-07	Rad. Safety
	Gamma Emitting Isotopes	175	EPA 901.1	Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Biological			
	Microscopic Particulate Analysis	300	EPA 910/9-92-029	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate*, Sulfate) (Per ion price and group price)	60 group 13 per ion	EPA 300.0	Legend AZ
	Radon 222	70	EPA 7500-RM	Rad. Safety

*Non-compliance only. Use SM4500 P F.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
9.	UCMR 2 Assessment Monitoring			
	527	220	EPA 527	UL
	529	220	EPA 529	UL

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
10.	UCMR 2 Screening survey			
	535	315	EPA 535	UL
	525.2	290	EPA 525.2	UL
	521	315	EPA 521	UL

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
B.	WASTEWATER			
1.	Microbiology			
	Fecal coliform			
	Multiple Tube Fermentation	28	SM9221E	Legend AZ

	Membrane Filter	15	SM9222D	Legend AZ
	Total Coliform			
	Multi Tube Fermentation	28	SM9221B	Legend AZ
	Membrane Filter	15	SM9222B	Legend AZ
	Fecal Streptococcus			
	Multi Tube Fermentation	28	SM9230B	Legend AZ
	Membrane Filter			
	Viruses	450	SM9510	Legend AZ
	Giardia and Cryptosporidium	375	SM9711B	Legend AZ
	Ascaris lumbricoides	150	SM 10550	Legend AZ
	Common tapeworm	150	SM10550	Legend AZ
	Entamoeba histolytica	300	SM9711C	Legend AZ

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Inorganic Chemicals, Nutrients and Demand			
	Acidity			
	Alkalinity	12	SM2320B	Legend AZ
	Ammonia	20	EPA 350.1	Legend AZ
	BOD	36	SM5210B	Legend AZ
	Bromide	20	EPA 300.0	UL
	COD	28	EPA 410.4	Legend AZ
	Chloride	13	SM4500CL B	Legend AZ
	Chlorine	10	SM4500CL D	Legend AZ
	Chromium Hexavalent	32	SM3500CR D	Legend AZ
	Color	28	SM2120B**	Legend AZ
	Cyanide (amenable)	45	SM4500CN G	Legend AZ
	Cyanide (available)	45	SM4500CN G	Legend AZ
	Cyanide (total)	35	SM4500CN E	Legend AZ
	Fluoride	13	SM4500FC	Legend AZ
	Hardness	32	SM2340B	Legend AZ
	TKN	32	EPA 351.2	Legend AZ
	MBAS	100	EPA 425.1	TestAmerica
	Nitrate*	18	SM4500 NO3F	Legend AZ
	Nitrite	10	SM4500 NO2B	Legend AZ
	Oil and Grease	80	EPA 1664A	Legend AZ
	TOC	40	SM5310C	Legend AZ
	Ortho-Phosphate	13	SM4500P F	Legend AZ
	Oxygen, dissolved	14	SM4500O G	Legend AZ
	PH	10	SM4500H B	Legend AZ
	Phenols	60	EPA 420.1	TestAmerica
	Phosphorus (total)	25	EPA 365.3	Legend AZ
	Residue (total)	12	SM2540B	Legend AZ
	TDS	12	SM2540C	Legend AZ
	TSS	12	SM2540D	Legend AZ
	Settleable Solids	12	SM2540F	Legend AZ
	Residue, Volatile (total)	32	EPA 160.4	Legend AZ
	Silica	25	EPA 200.7	Legend AZ
	Sodium Azide			
	Specific Conductance	10	SM2510B	Legend AZ

	Sulfate	13	EPA 300.0	Legend AZ
	Dissolved Sulfide	20	Hach 8131	Legend AZ
	Sulfide	16	Hach 8131	Legend AZ
	Dissolved Sulfit	55	EPA 377.1	Aquatic
	Sulfit	45	EPA 377.1	Aquatic
	Turbidity	10	EPA 180.1	Legend AZ

*Calculated from NO2/NO3-NO2. NO2+NO3 and NO2 both required (\$28 total).

** Non-compliance

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Metals			
	Metals (ICP)	9	EPA 200.7	Legend AZ
	Metals (ICP-MS)	25	EPA 200.8	Legend MN/AZ*
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc	14	EPA 200.9	Legend AZ
	Gold			
	Iridium			
	Mercury	28	EPA 245.1	Legend AZ
	Osmium			
	Palladium			
	Platinum			
	Rhodium			
	Ruthenium			
	Titanium	24	EPA 200.7	TestAmerica

*Licensure for EPA 200.8 expected for Legend AZ– September 2008.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Bioassay			
	Toxicity	3500	EPA 600	ENSR

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Organic Chemical			
	Volatile organics GC/MS (624) (Per group price)	140	EPA 624	Legend AZ
	Volatile organics GC/MS (8260) (Per group price)	140	EPA 624	Legend AZ
	Acrolein, Acrylonitrile and 2 CEVE	90	EPA 624	Legend AZ
	Semivolatile (8270)	300	EPA 8270C	Legend MN
	Phenols	165	EPA 625	Legend MN
	Benzidines	165	EPA 625	Legend MN
	Phthalate Esters	165	EPA 625	Legend MN
	Nitrosamines	165	EPA 625	Legend MN

	Organochlorine Pesticides and PCBs (608)	160	EPA 608	Legend MN
	Nitroaromatics and Isophorone	165	EPA 625	Legend MN
	PAH	165	EPA 625	Legend MN
	Haloethers	165	EPA 625	Legend MN
	Chlorinated Hydrocarbons	130	EPA 8260B	Legend AZ
	2,3,7,8,TCDD (Dioxin)	550	EPA 1613	TestAmerica
	625 Dioxin Screen	300	EPA 625	Legend MN
	Tetra through Octa Chlorinated Dioxins and Furans	900	EPA 1613	TestAmerica
	Triazine Pesticides	140	EPA 608 (Mod)	Legend MN
	Base/Neutral and Acids (625 or 1625)	300	EPA 625	Legend MN
	Carbamates and Urea Pesticides	165	EPA 531 (Mod)	Legend AZ
	TPH	80	EPA 1664A	TestAmerica
	Ethylene Glycol			
	Organophosphorus Pesticides	190	EPA 1657	Legend MN

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Radio Chemistry			
	Gross Alpha	60	EPA 600/00-02	Rad. Safety
	Gross Beta	60	EPA 900.0	Rad. Safety
	Total Radium	220	EPA 903.0/904	Rad. Safety
	Radium 226	90	EPA 903.1	Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate*, Sulfate)	60 group 13 per ion	EPA 300.0	Legend AZ
	1657	190	EPA 1657	Legend MN
	PCB's only	140	EPA 608	Legend MN

*Non-compliance. Use SM4500P F for compliance.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
C.	HAZARDOUS WASTE			
1.	Microbiology			
	Total Coliforms			
	Multiple Tube Fermentation	68	SM9221B	Legend AZ
	Membrane Filter			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Hazardous Waste Characteristics			
	Corrosivity			
	PH determination	10	EPA 9045D	Legend AZ
	Ignitability	30	EPA 1010A	Legend AZ
	Reactivity			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Sample Extraction Procedures			
	TCLP 1311	80	EPA 1311*	Legend AZ
	1311 ZHE	140	EPA 1311	TestAmerica
	SPLP 1312			
	SPLP ZHE			
	Specific conductance	10	EPA 9050A	Legend AZ

*Metals only; semi-volatiles, pesticides, herbicides, herbicide extraction: \$100/sample. Volatile organics: \$140/sample.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Sample Prep for Metals	12*	EPA 3010A/3050B	Legend AZ

*Digestion required prior to analysis.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Inorganic Chemical			
	Metals (ICP)	9	EPA 6010B	Legend AZ
	Metals (ICP-MS)	25*	EPA 6020B	TestAmerica*
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Osmium, Potassium, Selenium, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Chromium Hexavalent			
	Mercury	28		

*Licensure for Legend AZ expected September 2008.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Sample Preparation and Extraction	Included in price of analysis.		

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Sample Cleanup			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Organic Chemicals (includes extraction)			
	EDB and DBCP			
	Nonhalogenated Volatile Organics	90	EPA 8015B	TestAmerica
	Volatile Organics	200	EPA 8260B	Legend AZ
	Organochlorine Pesticides	180	EPA 8081A	Legend MN
	PCB's	120	EPA 8082	Legend MN

	PCB's in oil	120	EPA 600/4-81-045	Legend MN
	PAH	180	EPA 8310	TestAmerica
	Semivolatile	300	EPA 8270C	Legend MN

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
9.	Miscellaneous			
	Cyanide	35	EPA 9014	Legend AZ
	TOX	90	EPA 9020B	TestAmerica
	Sulfides			
	Sulfate			
	pH	10	EPA 9045D	Legend AZ
	Specific Conductance	10	EPA 9050A	Legend AZ
	TOC			
	Phenolics			
	Oil and Grease			
	Nitrate			
	Nitrite			
	Chloride			
	Bromide			
	Fluoride			
	Paint filter	12	EPA 9095A	Legend AZ
	Ortho Phosphate			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
10.	Asbestos			
	Fiber Counting			
	Bulk Asbestos	25	EPA 9002	Legend MN

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
11.	Radiochemical			
	Gross Alpha and Beta			
	Alpha-Emitting Radium Isotopes			
	Radium-228			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
12.	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
D.	AIR AND STACK PARAMETERS			
	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
E.	MISCELLANEOUS			
	Algae Identification	100	Microscopy	Legend AZ
	Flash Point (Ignitability)	30	EPA 1010A	Legend AZ
	MIB/Geosmin (Non-compliance)	375	SM 6040D	Legend AZ
	NDMA			
	Endocrine disruptors			
	Bacterial Identification	75/hour	Microscopy	Legend AZ
	Detergent Suitability	250	SM9020B	Legend AZ
	Water Suitability	250	SM9020	Legend AZ
	Iron Bacteria	75	SM9240B	Legend AZ
	Legionella Pneumophila	95	SM9260J	Legend AZ
	Pseudomonas aeruginosa	35	SM9213F	Legend AZ
	Sulfate Reducing Bacteria	75	SM9240D	Legend AZ
	Bacillus anthracis (Anthrax)	125	CDC PRES ID	Legend AZ
	Cultured Fungi – Count and ID	45	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 analyses)

Payment Terms: Net 30

CITY OF CHANDLER SERVICES AGREEMENT
LAB TESTING SERVICES
AGREEMENT NO. MU9-962-2626

THIS AGREEMENT is made and entered into this day of August, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Test America 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 Lori McCallum, Water Quality Superintendent /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.
- 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 A, 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 license and permit requirements.

3. 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 five years after the completion of the Contract.

- 3.2. **Audit.** At any time during the term of this Contract and five (5) 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 five (5) years with the exception of any other Federal or State requirements. Bacteriological results shall be maintained for five (5) 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, CONTRACTOR 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. PRICE: CITY shall pay to CONTRACTOR for the completion of all the work and services described herein at the prices listed on attached Exhibit B. The total amount payable by the CITY to CONTRACTOR shall not exceed the sum of Four Hundred Seven Thousand Five Hundred (\$407,500). 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 \$407,500 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.

Individual hard copy laboratory reports shall include a separate invoice that includes the following information: Invoice Number, Accession Number, Date of Invoice, Customer Number, CITY's ID, Project Name, Authorization Name, P.O. Number, LLSID Number (Project Number), Date Samples

Received, Test Description with EPA Method, Quantity, Price, Surcharge, Test Total and Remit Amount.

4.3. Estimated Quantities. The quantities shown on Exhibit B (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. 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: The term of the Contract is one (1) year, commencing on September 15, 2008 and terminating on September 14, 2009 unless sooner terminated in accordance with the provisions herein. CITY reserves the right, by mutual agreement of both parties, to extend the Contract for up to four (4) additional terms of one year each. CITY reserves the right, at its sole discretion, to extend the Contract for up to ninety (90) days after the expiration of any term.

5.1. The City Manager/designee is authorized to approve and execute, on behalf of the City, any such future extensions to this Contract, on the same terms and conditions.

6. USE OF THIS CONTRACT: CONTRACTOR is aware that there is more than one Contractor who has been awarded a Services Agreement for this type of service. CITY reserves the right and will issue requests for services based on ability of CONTRACTOR to meet CITY's work schedule and the availability of trades and expertise in relation to each project.

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 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 contractor 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. **ALTERNATIVE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Agreement documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive initial means for resolution of claims or disputes and other matters in question between CITY and CONTRACTOR arising out of, or relating to the Agreement documents, interpretation of the Agreement, or the performance or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to Agreements containing this ADR provision.

A. INTERNAL RESOLUTION PROCESS

1. **Notice:** CONTRACTOR shall submit written notice of any claim or dispute to the Purchasing Manager within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as they occur and not postponed until the end of the Agreement nor lumped together with other pending claims.
2. **Forfeiture:** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30)

days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of CITY'S position.

3. **CITY Response:** The Agreement Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
4. **Appeal:** If CONTRACTOR disagrees with the response of the Purchasing Manager, within fifteen days of the date of the response by the Agreement Administrator, CONTRACTOR shall file with the Assistant Management Services Director, written notice of appeal. The Purchasing Manager shall provide copies of all relevant information concerning the Agreement and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.

B. ARBITRATION

1. **Arbitration:** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes in which the claims are for \$500,000 or less except for errors of law which may be appealed if an award exceeds \$100,000 and is based on an error of law. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Agreement Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph E, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
2. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a Agreement with CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
3. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.
4. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and

scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.

5. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
6. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Agreement and the laws of the State of Arizona.
7. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
8. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
9. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
10. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other Agreements containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with CITY.

C. **APPEAL TO MARICOPA COURTS:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Agreement; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.

D. **UNIFORM ARBITRATION ACT:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.

E. **FEES AND COSTS:** Each party shall bear its own fees and costs in connection with any internal dispute resolution procedure. All fees and costs associated with any arbitration before the Arbitrator,

including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.

F. EQUITABLE LITIGATION: Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in pursuant to the Alternative Dispute Resolution provisions of this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. INSURANCE:

12.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising

out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

12.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies

and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

12.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

12.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$500,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

12.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with

respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

12.6. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

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: City of Chandler
Contact: Lori McCallum
Mailing Address: PO Box 4008 MS 803
Physical Address: 1475 E. Pecos Road
City, State, Zip: Chandler, AZ 85244-4008
Phone: 480-782-3730
FAX: 480-782-3640

In the case of the CONTRACTOR

Firm Name: Test America Laboratories, Inc
Contact: Karen Walters
Address: 4625 E. Cotton Center Suite 189
City, State, Zip: Phoenix, AZ 85040
Phone: 602-437-3340
FAX: 623-445-6192
karen.walters@testamerica.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 Exhibits A and B 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 August 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: 
Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk
Approved as to form:

Secretary

City Attorney

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.

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- 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 August 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: _____
Signature

ATTEST:

ATTEST: If Corporation

SEAL

City Clerk
Approved as to form:

Secretary

City Attorney

EXHIBIT A

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, 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. CONTRACTOR shall provide wet ice to cool samples upon request.

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 1) drinking water, 2) hazardous waste, 3) wastewater, and 4) air and stack parameters (40CFR136, SW-846 and R18-11-111 analytical 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 and any subcontractors shall use CITY of CHANDLER samples designated for QC for duplicate, trip blank, and matrix spike purposes. 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 fax, 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 fax, 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 drinking water 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 lakes, storm water, wastewater, and hazardous waste sample results to the CITY Contract Administrator or their designee within fifteen (15) 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, blanks, MS/MSD, 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 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 shall issue electronically when needed, 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 B
PRICE LIST**

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
A.	DRINKING WATER			
1.	Microbiology			
	Total coliform			
	Multiple Tube	42	SM9221	Test America
	Membrane Filter	17.50	SM9222	Test America
	Colilert	17.50	SM9223	Test America
	Colisure	17.50		Test America
	Presence-Absence	17.50	SM9223	Test America
	Heterotrophic Plate Count	17.50	SM9215	Test America
	Escherichia Coli	17.50	SM9223	Test America
	Fecal coliform (CFU)	17.50	SM9222	Test America
	Viruses*	690	SM9510	Legend
	Giardia and Cryptosporidium*	525	SM9711B	Legend

*Pump & sampling equipment rental is \$65/1st 3 days, \$25/day thereafter.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Sample prep for metals	Included		

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Inorganic Chemical and Physical Characteristics			
	Alkalinity	12	SM2320B	Test America
	Asbestos	108	TEM	Test America
	Bromate	35	EPA	Test America
	Bromide	11.25	EPA 300.0	Test America
	Chloride	11.25	EPA 300.0	Test America
	Chlorine, Residual	7.20	HACH 8167	Test America
	Chlorine Dioxide	25.20		Test America
	Chlorite	45	EPA 300.1	Test America
	Color	10	SM2120	Test America
	Corrosivity	7.20	EPA 150.1	Test America
	Cyanide (Total)	27	SM4500 CN B C-I	Test America
	Cyanide, Amenable	45	SM4500 CN G	Test America
	Fluoride	11.25	EPA 300.0	Test America
	Hardness (as Ca) – Calc	10		Test America
	Hardness (as Ca & Mg)	27	EPA 200.7	Test America
	Methylene Blue Active Substances	30	SM5540C	Test America
	Nitrate	11.25	EPA 300.0	Test America
	Nitrite	11.25	EPA 300.0	Test America
	Ortho-Phosphate	12.60	EPA 300.0	Test America
	Ozone			
	PH	7.20	SM4500B	Test America
	TDS	12	SM2540C	Test America
	Specific Conductance	7.20	SM2510B	Test America

	Sulfate	11.25	EPA 300.0	Test America
	TOC	24	EPA9060	Test America
	Turbidity	7.20	EPA 180.1	Test America
	UV254	100	UV254	Legend

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Metals			
	Metals (ICP) (price per metal)	12	EPA 200.7	Test America
	Metals (ICP-MS) (price per metal)	18	EPA 200.78	Test America
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Iron, Lead, Magnesium, Manganese, Molybdenum, Nickel, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Uranium, Zinc			
	Mercury	24	EPA 245.1	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Organic Chemicals			
	Total Trihalomethanes	65	EPA 524.2	Test America
	Volatile Organics	85	EPA 524.2	Test America
	Chlorinated Pesticides	95	EPA 505	Test America
	PCB	Included w/505	EPA 505	Test America
	Herbicides	95	EPA 515.4	Test America
	EDB/ DBCP	62	EPA 504.1	Test America
	Nitrogen and Phosphorus Pesticides	Included w/505/525	EPA 505/525	Test America
	Base/Neutrals and Acids	195	EPA 525.2	Test America
	Carbamates	95	EPA 531.1	Test America
	Dioxins only	290	2,3,7,8 TCDD only	Test America
	Glyphosate	95	EPA 547	Test America
	Endothall	95	EPA 548.1	Test America
	Diquat and Paraquat	95	EPA 549	Test America
	PAH			
	DBPs and Chlorinated Solvents	90	EPA 505	Test America
	HAAs	100	EPA 552	Test America
	Phthalate Esters and Adipates			
	Benzidines and Nitrogen Pesticides			
	Carbonyl Compounds			
	Chlorinated Acids	100	EPA 515.4	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Radiochemistry			
	Gross Alpha	48	EPA 00-02/EPA900	Rad. Safety
	Gross Beta	48	EPA 900.0	Rad. Safety
	Radium 226	75	EPA 903.1	Rad. Safety
	Radium 228	113	EPA 904	Rad. Safety
	Total Radium	172		Rad. Safety
	Cesium 134	145		Rad. Safety
	Iodine 131	147		Rad. Safety
	Strontium 90	140	3R-04	Rad. Safety
	Tritium	72	EPA 906.0	Rad. Safety
	Uranium (Total)	100	EPA 00-07	Rad. Safety
	Uranium (234, 235, 236)	146		Rad. Safety
	Gamma Emitting Isotopes	Included in Cesium price		Rad. Safety
	Filtering Fee	16.20		Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Biological			
	Microscopic Particulate Analysis			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Other Drinking Water Methods			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate) (Per Ion price and group price)	75.60 per group 11.25 per anion	EPA 300.0	Test America
	Radon 222	56	EPA 222	Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
9.	UCMR 2 Assessment Monitoring			
	527	200	EPA 527	Test America
	529	200	EPA 529	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
10.	UCMR 2 Screening survey			
	535	320	EPA 535	Test America
	525.2	185	EPA 525.2	Test America
	521	320	EPA 521	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
B.	WASTEWATER			
1.	Microbiology			
	Fecal coliform			
	Multiple Tube Fermentation	42	SM9221	Test America
	Membrane Filter	42	SM9222	Test America
	Total Coliform			
	Multi Tube Fermentation	42	SM9221	Test America
	Membrane Filter	42	SM9222	Test America
	Fecal Streptococcus			
	Multi Tube Fermentation	42	SM9221	Test America
	Membrane Filter	42	SM9222	Test America
	Viruses*	690	SM9510	Legend
	Giardia and Cryptosporidium*	525	SM9711	Legend
	Ascaris lumbricoides*	200	SM9711	Legend
	Common tapeworm*	250	SM9711	Legend
	Entamoeba histolytica*	425	SM9711	Legend

*Pump & sampling equipment rental is \$65/ft³ 3 days, \$25/day thereafter.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Inorganic Chemicals, Nutrients and Demand			
	Acidity	7.20	SM2310B	Test America
	Alkalinity	12	SM2320B	Test America
	Ammonia	12.60	M4500-NH3 D	Test America
	BOD	30	SM5210B	Test America
	Bromide	11.25	EPA 300.0	Test America
	COD	24	EPA 410.4	Test America
	Chloride	11.25	EPA 300.0	Test America
	Chlorine, Residual	7.20	Hach 8167	Test America
	Chromium Hexavalent	24	SM3500CR D	Test America
	Color			
	Cyanide (amenable)	45	SM4500CN G	Test America
	Cyanide (available)	45	SM4500CN G	Test America
	Cyanide (total)	27	SM4500 CN B C-I	Test America
	Fluoride	11.25	EPA 300.0	Test America
	Hardness (as Ca & Mg)	27	EPA 200.7	Test America
	TKN	40	EPA 351.2	Test America
	MBAS	30	EPA 420.1	Test America
	Nitrate	11.25	EPA 300.0/SM4500 NO3	Test America
	Nitrite	11.25	EPA 300.0/SM4500 NO3	Test America
	Oil and Grease (1164 – HEM)	42	EPA 1664	Test America
	TOC	24	EPA 9060	Test America
	Ortho-Phosphate	12.60	EPA 365.3/SM4500P	Test America
	Oxygen, dissolved	12	SM4500O G	Test America
	PH	7.20	SM4500H B	Test America
	Phenols	27	EPA 420.1	Test America

	Phosphorus (total)	18	EPA 365.3/SM4500P	Test America
	Residue (total)	12	SM2540G	Test America
	TDS	12	SM2540C	Test America
	TSS	16.20	SM2540D	Test America
	Settleable Solids	12	EPA 160.3	Test America
	Residue, Volatile (total)	21	EPA 160.4	Test America
	Silica	18	EPA 200.7	Test America
	Sodium Azide			
	Specific Conductance	12	SM2510B	Test America
	Sulfate	11.25	EPA 376.2	Test America
	Dissolved Sulfide	19.20	EPA 376.2	Test America
	Sulfide	19.20	EPA 376.2	Test America
	Dissolved Sulfite			
	Sulfite			
	Turbidity	7.20	EPA 180.1	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Metals			
	Metals (ICP)	12	EPA 200.7	Test America
	Metals (ICP-MS)	18	EPA 200.78	Test America
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Boron, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Potassium, Selenium, Silica, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Gold (not certifiable)	50	EPA 200.7	Test America
	Iridium (not certifiable)	50	EPA 200.7	Test America
	Mercury	27	EPA 245	Test America
	Osmium (not certifiable)	50	EPA 200.7	Test America
	Palladium (not certifiable)	50	EPA 200.7	Test America
	Platinum (not certifiable)	50	EPA 200.7	Test America
	Rhodium (not certifiable)	50	EPA 200.7	Test America
	Ruthenium (not certifiable)	50	EPA 200.7	Test America
	Titanium (not certifiable)	50	EPA 200.7	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Bioassay			
	Toxicity			
	Chronic (Ceriodaphnia)	1150		Aquatic Consulting
	Chronic (Fathead Minnow)	1150		Aquatic Consulting
	Chronic (Algae)	750		Aquatic Consulting
	Acute (Ceradaphnia 100% vs. control)	325	5 replicate/48 hours	Aquatic Consulting

Acute (Fathead Minnow 100% vs. control)	325	5 replicate/48 hours	Aquatic Consulting
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Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Organic Chemical			
	Volatile organics GC/MS (624) (Per group price)	98	EPA 624	Test America
	Volatile organics GC/MS (8260) (Per group price)	98	EPA 8260	Test America
	Acrolein, Acrylonitrile	70	EPA 624/8260	Test America
	1-Chlorethyl Vinyl Ether	70	EPA 624/8260	Test America
	Semivolatiles	192.50	EPA 625/8270	Test America
	Phenols	126	EPA 625	Test America
	Benzidines	126	EPA 625	Test America
	Phthalate Esters	126	EPA 625	Test America
	Nitrosamines			
	Organochlorine Pesticides and PCBs	126	EPA 608	Test America
	Nitroaromatics and Isophorone			
	PAH	98	EPA 8310	Test America
	Haloethers	59.50	EPA 624	Test America
	Chlorinated Hydrocarbons	70	EPA 624	Test America
	2,3,7,8 (Dioxin)	450	2378 – TCDD	Test America
	Tetra through Octa Chlorinated Dioxins and Furans	650	2378 – TCDD/TCDF	Test America
	Triazine Pesticides			
	Base/Neutral and Acids (625 or 1625)	192.50	EPA 625	Test America
	Carbamates and Urea Pesticides			
	TPH	49	EPA 1664A	Test America
	Ethylene Glycol	175	EPA 8015 mod.	Test America
	Organophosphorus Pesticides	140	EPA 8141	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
6.	Radio Chemistry			
	Gross Alpha	48	EPA 00-02/EPA 900	Rad. Safety
	Gross Beta	48	EPA 900.0	Rad. Safety
	Total Radium	75		Rad. Safety
	Radium 226	172	EPA 903.1	Rad. Safety
	Filtering Fee	16.20		Rad. Safety

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Other Wastewater Tests			
	Ion Chromatography (Fluoride, Chloride, Nitrate, Nitrite, O-Phosphate, Sulfate)	75.60 group 11.25 per anion	EPA 300.0	Test America
	1657	126	EPA 1657	Test America
	PCB's only	70	EPA 8082	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
C.	HAZARDOUS WASTE			
1.	Microbiology			
	Total Coliforms			
	Multiple Tube Fermentation	59.50	SM9221E	Test America
	Membrane Filter	59.50	SM9222	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
2.	Hazardous Waste Characteristics			
	Corrosivity	8.40	SM9221E	Test America
	PH determination	8.40	EPA 9040C	Test America
	Ignitability	28	SW846 7.1.2.2	Test America
	Reactivity			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
3.	Sample Extraction Procedures			
	TCLP 1311 (Metals and SVOCs)	42	EPA 1311	Test America
	TCLP 1311 ZHE	63	EPA 1311	Test America
	SPLP 1312 (Metals and SVOCs)	42	EPA 1213	Test America
	SPLP 1312 ZHE	63	EPA 1311	Test America
	Specific conductance	7.20	EPA 9050A	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
4.	Sample Prep for Metals	Included in analysis.		

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
5.	Inorganic Chemical			
	Metals (ICP)	18	EPA 200.7	Test America
	Metals (ICP-MS)	27	EPA 200.78	Test America
	Metals (GFAA) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Lithium, Magnesium, Manganese, Molybdenum, Nickel, Osmium, Potassium, Selenium, Silver, Sodium, Strontium, Thallium, Tin, Vanadium, Zinc			
	Chromium Hexavalent	60	EPA 7199	Test America
	Mercury	24	EPA 7470	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing
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				Analysis
6.	Sample Preparation and Extraction	Included in price of analysis.		

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
7.	Sample Cleanup			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
8.	Organic Chemicals (includes extraction)			
	EDB and DBCP	105	EPA 8260	Test America
	Nonhalogenated Volatile Organics	63.75	EPA 8260	Test America
	Volatile Organics	105	EPA 8260	Test America
	Organochlorine Pesticides	105	EPA 8081	Test America
	PCB's	75	EPA 8082	Test America
	PCB's in oil	75	EPA 8082	Test America
	PAH	105	EPA 8310	Test America
	Semivolatile	206.25	EPA 8270	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
9.	Miscellaneous			
	Cyanide	33	EPA 9041	Test America
	TOX	90	EPA 9020	Test America
	Sulfides	24	EPA 9030	Test America
	Sulfate	15	EPA 9056	Test America
	pH	12	EPA 9040	Test America
	Specific Conductance	13.20	EPA 9050A	Test America
	TOC	42	EPA 9060A (mod.)	Test America
	Phenolics	108	EPA 625	Test America
	Oil and Grease (1664-HEM)	52.50	EPA 1664	Test America
	Nitrate	15	EPA 9056	Test America
	Nitrite	15	EPA 9056	Test America
	Chloride	15	EPA 9056	Test America
	Bromide	15	EPA 9056	Test America
	Fluoride	15	EPA 9056	Test America
	Paint filter	30	EPA 1010A	Test America
	Ortho Phosphate	15	EPA 9056	Test America
	Chromium, Hexavalent	60	EPA 7199	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
10.	Asbestos			
	Fiber Counting	10	PLM	Test America
	Bulk Asbestos	10	PLM	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
11.	Radiochemical			

	Gross Alpha and Beta			
	Alpha-Emitting Radium Isotopes			
	Radium-228			

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
12.	Other			
	Ion Chromatography (Chloride, Nitrate, Nitrite, o-Phosphate, Sulfate)	54	EPA 9056	Test America
	Chlorinated Herbicides	165	EPA 8151	Test America
	Pesticides Only	105	EPA 8081	Test America
	Organophosphorous Pesticides	150	EPA 8141	Test America
	TCLP/SPLP Metals	143.50	1311/1312-6010-7000	Test America
	TCLP/SPLP Extraction (ZHE)	63	1311/1312 – ZHE	Test America
	Diesel & Oil Range Organics	60	8015 AZ R1	Test America
	Phenols Only	135	EPA 8270	Test America
	BTEX Only	60	EPA 8260	Test America
	MTBE Only	60	EPA 8260	Test America
	BTEX and MTBE Only	60	EPA 8260	Test America

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
D.	AIR AND STACK PARAMETERS			
	Volatiles (includes TCE, PCE, 1,1-DCE, 1,1,1-TCA and Chloroform)	312.50	Normal 5 day RUSH	Test America
		437.50	3 day Rush	Test America
		500	24 hour Rush	Test America

Price includes canister, analyses, flow regulator and canister cleaning.

Item	Parameter	Routine Cost	EPA Method	Lab Doing Analysis
E.	MISCELLANEOUS			
	Algae Identification			
	Flash Point	28	EPA 1010A	Test America
	W/W 503 sludge	111.30	EPA 6010/7471	Test America
	MIB/Geosmin			
	NDMA			
	Endocrine disruptors			
	Chlorinated Herbicides	154	EPA 8151	Test America
	Volatiles (Air) – 10 working days	250	EPA TO-15	Test America

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): 50%

Surcharge for Priority Analysis (5 day - 7 day): 25%

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

Payment Terms: Net 30