

## CONTRACT FOR LABORATORY SERVICES FOR THE STORMWATER WATER QUALITY PROGRAM

This contract is dated, made, and entered into as of the 17 day of September, 2012, by the City of Durham ("City") and Environmental Conservation Laboratories, Incorporated ("Contractor"), a professional corporation organized and existing under the laws of the State of Florida, located at 102-A Woodwinds Industrial Court, Cary, North Carolina, 27511.

Sec. 1. Background and Purpose. The Water Quality Section of the City's Stormwater Services Division has conducted surface water and sediment monitoring since the 1990s. Water quality monitoring is essential to characterize pollution problems, determine the effectiveness of treatment methods and determining trends. The monitoring program continues to evolve as the needs of the Stormwater Services Division evolve and state criteria or mandates change. Environmental Conservation Laboratories, Incorporated, will expand upon the existing monitoring program by providing additional laboratory services, including providing increased capacity for some parameters, or service for parameters the City is currently unable to analyze. This contract is related to the evaluation of pollutants in the aquatic environment and will include periodic analysis of surface water, sediment, and soil samples. Monitoring services addressed by this contract will be associated with short- or long-term projects with Quality Assurance Project Plans (QAPPs) or study plans.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor's. The Contractor shall provide laboratory analytical services for the City, including the following specific tasks or items:

- Sample containers with needed preservatives
- Coolers or boxes for sample transport from monitoring sites to the laboratory;
- Surface water, sediment, and effluent constituent analyses. Constituents shall include conventional pollutants and nutrients, metals, pesticides, herbicides, volatile and semi-volatile organics, acid and base/neutral extractables, chlorophyll *a*, phytoplankton, cations/anions, bacteria and any other compound requested in the Request for Proposals.
- Standard laboratory quality assurance, consistent with National Environmental Laboratory Accreditation Conference (NELAC) Institute and the NC Division of Water Quality, where applicable
- Sample custody maintenance
- Shipping or courier service
- Dual reporting, both standard printed reports and electronic database deliverables, and
- Participation in project quality assurance planning.

In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Reserved.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work. The available amount to the contract is \$65,000.00 for the first year. The contract may be renewed annually under the same terms for two additional years and for a total contract amount not to exceed \$150,000.00. Renewals will be accomplished by annual contract amendments authorized by the City Manager.

Sec. 5. Contractor's Billings to City. Compensation. The Contractor shall transmit invoices to the City with the reported results of sample analysis, including all custody and quality assurance documentation. Invoices may be submitted as project sample batches are completed. Within thirty days

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after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as described in Exhibit A. Per sample costs shall be negotiated for parameters not listed in Exhibit A. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8<sup>th</sup> day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

- (i) the amount of interest due to the Subcontractor under subsection (a), and/or
- (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. ENCO shall purchase and maintain insurance coverage for not less than the following:

Commercial General Liability, covering:

- Premises/operations
- Products/completed operations (two years minimum, from project completion)
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$2,000,000 per occurrence, with an annual aggregate on not less than \$4,000,000.

Commercial Auto Liability, covering:

- Symbol 1, all vehicles
- Combined single limit of \$1,000,000
- City of Durham must be named additional insured

Workers' Compensation Insurance, covering:

- Statutory benefits
- Covering employees; covering owners partners, officers, and relatives (who work on this contract) (this must be stated on the certificate)

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- Employers' liability, \$1,000,000
- Waiver of subrogation in favor of the City of Durham

Insurance shall be provided by:

- Companies authorized to do business in the State of North Carolina
- Companies with Best rating of A-, VII or better.

Insurance shall be evidenced by a certificate:

- Providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- Certificates shall be addressed to:

City of Durham, North Carolina  
Attention: Public Works Department  
101 City Hall Plaza, Third Floor  
Durham, NC 27701

The insurance certificate must be approved by the City's Finance Director before the Contractor can begin any work under this contract.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A. Laboratory Analyses of Surface Water and Sediment: Price Sheets containing two pages, and

Exhibit B. Description of Specifications, containing two pages.

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

City of Durham, Public Works Department  
Attn: Michelle Woolfolk  
101 City Hall Plaza  
Durham, NC 27701-3329  
The fax number is (919) 560-4210.

To the Contractor:

Mr. Link Thrower, Customer Service Manager  
Environmental Conservation Laboratories, Inc.  
102-A Woodwinds Industrial Court  
Cary, North Carolina 27511  
The fax number is (919) 467-3515.

(b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or

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subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

**Sec. 12. Miscellaneous**

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF

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RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts. (5) Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(j) No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

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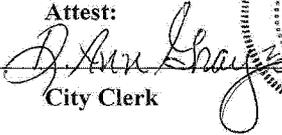
(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

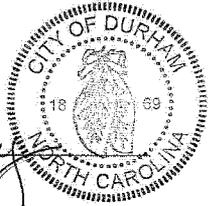
Contract for Laboratory Services for the Stormwater Water Quality Program  
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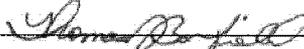
IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal  
themselves or by their respective duly authorized agents or officers.

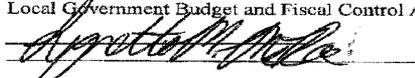
ATTEST:

CITY OF DURHAM

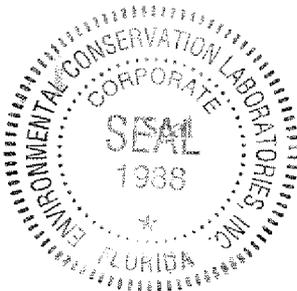
Attest:  
  
City Clerk

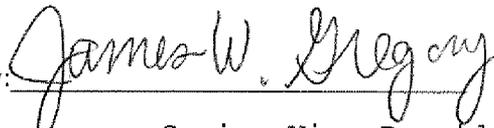


By:   
Thomas J. Bonfield  
City Manager

This instrument has been pre-audited in the manner required by the  
Local Government Budget and Fiscal Control Act.  
preaudit certificate, if applicable   
Lynette M. McRae - Deputy Finance Officer

ENVIRONMENTAL CONSERVATION LABORATORIES, INCORPORATED



By:   
Title of officer: Senior Vice President

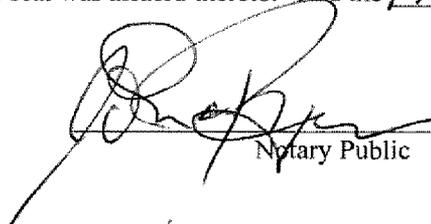
State of Florida  
County of Orange

ACKNOWLEDGMENT BY CORPORATION

I, a notary public in and for the aforesaid county and state, certify that

James W. Gregory personally appeared before  
me this day and stated that he or she is (~~strike through the inapplicable:~~) ~~chairperson/~~ ~~president/~~  
~~chief executive officer/~~ ~~vice-president/~~ ~~assistant vice-president/~~ ~~treasurer/~~ ~~chief financial officer~~  
of Environmental Conservation Laboratories, Incorporated, a corporation, and that by authority  
duly given and as the act of the corporation, he or she signed the foregoing contract or agreement  
with the City of Durham and the corporate seal was affixed thereto. This the 15<sup>th</sup> day of  
September, 20 12.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
  
John E. Rogers  
Commission # DD920583  
Expires: OCT. 14, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public

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Exhibit A.  
Laboratory Analyses of Surface Water and Sediment: Price Sheets  
Turnaround Time: 28 days

Surface Water and Sediment						
Parameter	Method	SW Target limit	ENCO MDL	ENCO MRL	Units	Cost Each
Ammonia-N	EPA 350.1	0.05	0.045	0.1	mg/L	\$18.00
Total Kjeldahl Nitrogen	EPA 351.2	0.3	0.16	0.48	mg/L	\$32.00
Nitrate+Nitrite-N	EPA 353.2	0.05	0.025	0.1	mg/L	\$12.00
Total Phosphorus	EPA 365.4	0.03	0.021	0.1	mg/L	\$15.00
Ortho-Phosphate	EPA 365.1	0.05	0.079	0.5	mg/L	\$15.00
Fecal Coliform Bacteria	Colilert 18	1	1	1	MPN/100ml	\$18.00
Escherichia coli	Not a certifiable parameter within DENR. See Fecal Coliform.					
BOD (5)	SM 5210B	2	2	2	mg/L	\$32.00
Total Suspended Solids	SM 2540D		1	1	mg/L	\$12.00
PAH's	8270 BN SIM		multiple	0.1	ug/L	\$90.00
Cadmium	EPA 200.7	2	0.36	1	ug/L	\$6.00
Copper	EPA 200.8	2	0.1	1	ug/L	\$6.00
Lead	EPA 200.7		1.9	10	ug/L	\$6.00
Nickel	EPA 200.7	10	1.8	10	ug/L	\$6.00
Zinc	EPA 200.7	10	3.8	10	ug/L	\$6.00
Oil and Grease	1664 w SGC		3	5	mg/L	\$65.00
MBAS	SM 5540C		0.021	0.1	mg/L	\$45.00
Organic Carbon, Total	SM 3510B	2	0.22	1	mg/L	\$25.00
Organic Carbon, Diss. <sup>1</sup>	SM 3510B		0.22	1	mg/L	\$25.00
Chloride	EPA 300.0	5	0.43	5	mg/L	\$12.00
Phytoplankton taxonomy ID <sup>2</sup>	BSA Environmental Services, Beachwood OH					\$35.00
Phytoplankton density <sup>2</sup>						\$90.00
phytoplankton biovolume <sup>2</sup>						\$50.00
Chlorophyll a	SM 10200H	1	0.5	0.5	mg/m3	\$40.00
Fluoride	EPA 300		0.0097	0.2	mg/L	\$12.00
Sulfate	EPA 300		0.039	5	mg/L	\$15.00
Alkalinity	EPA 310.1		2	2	mg/L	\$12.00
Chemical oxygen demand	SM 5220D		10	10	mg/L	\$27.00
Hardness <sup>3</sup>	calculation		0.18	2.5	mg/L	\$12.00
Silica	EPA 200.7		13	214	ug/L	\$12.00
Chromium	EPA 200.7		1	10	ug/L	\$10.00
TPH - GRO	EPA 8015C		0.011	0.055	mg/L	\$40.00
TPH - DRO	EPA 8015C		0.06	0.1	mg/L	\$45.00
VOC's	EPA 624		see	attached	ug/L	\$85.00

**Note:**

<sup>1</sup> Dissolved parameters will be field filtered.

<sup>2</sup> Cell Density Only \$90.00, plus taxonomy add \$35.00, plus biovolume add \$50.00

<sup>3</sup> Hardness calculated from Total Magnesium and Calcium concentrations

<b>Sediment and Soil</b>					
<b>Parameter</b>	<b>Method</b>	<b>ENCO MDL</b>	<b>ENCO MRL</b>	<b>Units</b>	<b>Cost Each</b>
Particle size distribution <sup>1</sup>	ASTM D422	Golder Atlanta			\$92.00
Bulk Density		Golder Atlanta			\$65.00
Total Nitrogen (TKN + NOx)	Calculation	0.12	1	mg/Kg	\$0.00
TKN	351.2	13	38	mg/Kg	\$33.00
NOx	9056A	0.071	1	mg/Kg	\$12.00
T-Phosphorus	365.4	2.2	8	mg/Kg	\$15.00
PAH's	8270 SIM	Multiple	0.033	mg/Kg	\$90.00
Porosity		Golder Atlanta			\$60.00
Percent Moisture <sup>2</sup>		0.1	0.1	% by wt	\$0.00
Cation Exchange Capacity	9081	Golder Atlanta			\$78.00
Anion Exchange Capacity		No Bid			
Antimony	6010C	0.11	1	mg/Kg	\$10.00
Chromium	6010C	0.1	0.5	mg/Kg	\$10.00

<b>Notes:</b>	
Particle size distribution <sup>1</sup>	As sand, silt and clay. In some cases, gravel may be requested as part of the particle size distribution analysis.
Percent Moisture <sup>2</sup>	No charge when required for other analytical. \$10.00 if only percent moisture is required.

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Exhibit B.  
Description of Specifications

Environmental Conservation Laboratories (ENCO) shall meet the following specifications:

Maintain a North Carolina Department of Environment and Natural Resources, Division of Water Quality (NC DWQ) Laboratory Certification. ENCO must be certified by the NC DWQ to perform analyses for all applicable surface water parameters and must submit a copy of the certification annually. Analyses and determinations must be performed by qualified personnel in conformance with the United States Environmental Protection Agency (EPA ) and/or NC DWQ approved test procedures described in the current Code of Federal Regulations (CFR) (Title 40, Part 136.3): the North Carolina Laboratory Certification Rules (15A NCAC 02H .0800), or Standard Methods as appropriate. The test procedures may be modified subject to the application and approval of alternate test procedures under the CFR (Title 40, Part 136.5). ENCO shall participate in the DWQ chlorophyll *a* round robin at least bi-annually (i.e., every two years) and shall disclose their performance to Stormwater Services. The City may request chlorophyll *a* samples to be analyzed by an alternate laboratory if ENCO fails to perform adequately in the round robin.

Quality Assurance/Quality Control Program. ENCO should maintain a quality assurance/quality control program that is consistent with the guidelines specified by the NC DWQ laboratory certification program. ENCO will provide reasonable access to any such documentation within 48 hours of request by the City of Durham for a period not to exceed 18 months following the completion of this contract. Data qualifiers consistent with the National Environmental Laboratory Accreditation Conference (NELAC) Institute, NC DWQ Chemistry Laboratory or EPA Contract Laboratory Program protocols shall be utilized for this project, particularly with respect to reporting data between the reporting limit and the method detection limit.

ENCO will be asked to review, contribute to, and sign Quality Assurance project Plans (QAPPs) associated with each of the projects they participate on.

Sample Containers. ENCO shall provide sample containers for the requested parameters for each individual project. The containers must be labeled with the volume, preservative, parameter(s), sample type, and site name, as specified. Any preservative needed must be added prior to shipment to Stormwater Services. Sample containers should be provided within 24 to 48 hours of request from Stormwater Services staff. ENCO shall provide coolers for the shipment of samples to the lab for analysis. Chain of custody forms must be provided for each cooler.

Logistics and Sample Custody. ENCO should be capable of retrieving samples to meet sample hold times. Samples may be picked up either at the Water Quality Group offices at City Hall (101 City Hall Plaza), Durham, NC or at another pre-determined location in the City of Durham. A schedule for pickup service will be arranged between the Water Quality Group and ENCO. ENCO should be available to pickup samples between 11:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays. ENCO must institute procedural safeguards to ensure exclusive custody and safekeeping of the samples and designate individuals responsible for custody of such samples.

Analytical Time Frames and Reports. ENCO shall analyze samples within time frames required by approved test procedures and provide to the City of Durham written results within 28 days. ENCO is to notify Stormwater Services of any samples that exceed their holding time as a result of the laboratory's performance. This notification shall occur within 24 hours. The City of Durham reserves the right to have the samples recollected and analyzed at the ENCO's expense if holding times are exceeded due to the ENCO's performance.

Analytical reports shall include the following: sample description, sample number, date and time constituent was collected and analyzed, date and time received at laboratory, a copy of the chain of custody, initials of the analyst, reporting limits, analysis request, quality control report, holding time, analysis results, and data qualifiers. An exact format will be agreed upon with the City Project Manager. Quality control reports should contain copies of laboratory control samples, laboratory blanks, laboratory

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duplicates, and matrix spikes included with the sample batch(es). All reports will be complete upon submittal to the City contract manager or his designee.

Reports shall be delivered to the City contract manager in electronic format, preferably in Portable Document Format (PDF) and Microsoft Excel. Electronic data deliverables compatible with MS Excel ® will contain, at a minimum, the following fields:

Lab Sample ID	CAS #	Prep Batch
Client Sample ID	Analyte	Prep Method
Matrix	Result	Prep Date
Sample type	Unit	Prep Type
Collection Date	Flag or Qualifier	Analysis Batch
Collection Time	High Limit	Analysis Lab
Percent Moisture	High Limit Type (e.g., reporting limit)	Instrument ID
Analysis Method	Low Limit	
Dilution Factor	Low Limit Type (e.g., Method Detection Limit)	
Analysis Date	Receive Date	

ENCO standard reports that contain this information may be accepted in lieu of creating new reports. Deviations from this reporting format must be approved, in advance, by the City contract manager.

Sample Containers for Automated Sampler-Maintenance. Stormwater Services will utilize an automated ISCO sampler for the collection of wet weather samples from area streams or the stormwater collection system. Stormwater Services expects ENCO to clean ISCO containers between monitoring events. Clean containers will be packaged in plastic and returned to Stormwater Services within 10 business days.