CITY OF BEVERLY HILLS

REQUEST FOR PROPOSAL
for
PROFESSIONAL SERVICES
for
CERTIFIED LABORATORY FOR WATER TESTING

Please Respond no later than March 20, 2014 (PST) at 2:00 pm to the City Clerk's Office
City of Beverly Hills
455 N Rexford Drive, Rm 290
Beverly Hills, CA 90210

I. INTRODUCTION

The City of Beverly Hills is seeking a qualified firm to be responsible for analyzing potable, wastewater, and stormwater samples. The qualified firm must be ELAP or NELAP certified to perform testing on water samples utilizing appropriate methodologies to satisfy the California Department of Public Health (CDPH) and United States Environmental Protection Agency (US-EPA).

The qualified firm will need to be able to devote the necessary resources to completing this project with the highest level of service so the City will be able to meet all State and Federal regulations in a timely manner.

II. WATER QUALITY TESTING – SCOPE OF WORK

A. **National Pollutant Discharge Elimination System (NPDES) Water Quality Compliance Testing:**
The qualified laboratory (or its contract laboratory which must be identified in the RFP) must be ELAP or NELAP certified. In addition, the qualified laboratory (or its contract laboratory) must provide demonstrated competence to perform the specified NPDES test methods required under the City's NPDES permit.

The qualified firm and its contract laboratory must be able to demonstrate detection of constituents at or below the required detection limits established by EPA or the Regional Water Quality Control Board for constituents to be tested pursuant to the NPDES Permit. Below are examples of NPDES constituents the City monitors.

Description: NPDES Permit
Constituent
Acute Toxicity
TSS
Turbidity
BOD 20°C 5-days
Settleable Solids

Residual Chlorine
Sulfides
Phenols
Methylene Blue Active Substances (MBAS)
N-Nitrosodimethylamine (NDMA)
Perchlorate
1,4 Dioxane
pH Range
Copper
Selenium

B. **California Department of Public Health Water Quality Compliance Testing:**
The qualified firm must be ELAP or NELAP certified to perform EPA approved methods. If the qualified firm uses a contract laboratory to perform the analyses, they also must be ELAP or NELAP certified to perform the methods for analyses. In addition, the qualified firm must identify its contract laboratory and the analysis it will perform**.** The qualified firm (or its contract laboratory) must be able to analyzed constituents in the California Regulations Related to Drinking Water Title 22. The qualified firm and its contract laboratory must be able to analyze constituents at or below the detection limits for reporting (DLR) prescribed in the most recent CDPH Consumer Confidence Report Guidelines. The qualified firm will be required to have all monthly compliance sample results reported by the 5th of the following month. The qualified firm will also be required to submit copies of the bacteriological monitoring results for all positive routine total coliform and all repeat samples directly to the CDPH.

C. **UCMR III Analyses:**
United States Environmental Protection Agency (US-EPA) promulgated the Unregulated Contaminant Monitoring Rule III (UCMR III) in March 2011. The City of Beverly Hills is required to monitor List 1 of the UCMR III. The qualified firm and/or contract laboratory must demonstrate certification from the EPA to analyze UCMR III contaminant list or sufficient experience and background in testing for the required EPA methods to test for the UCMR III contaminants

UCMR III Constituent	**EPA Method**
1,2,3-trichloropropane	EPA 524.3
1,3-butadiene	EPA 524.3
chloromethane (methyl chloride)	EPA 524.3
1,1-dichloroethane	EPA 524.3
bromomethane	EPA 524.3
chlorodifluoromethane (HCFC-22)	EPA 524.3
bromochloromethane	EPA 524.3
1,4-dioxane	EPA 522
vanadium	EPA 200.8
molybdenum	EPA 200.8

cobalt	EPA 200.8
strontium	EPA 200.8
chromium	EPA 200.8
chromium-6	EPA 218.7
chlorate	EPA 300.1
perfluorooctanesulfonic	EPA 537
perfluorooctanoic acid	EPA 537
perfluorononanoic acid	EPA 537
perfluorohexanesulfonic acid	EPA 537
perfluoroheptanoic acid	EPA 537
perflurobutanesulfonic	EPA 537

D. **Wastewater Effluent Monitoring:**

Los Angeles County Department of Public Works, Industrial Waste Disposal Permit, requires the City of Beverly Hills to monitor Earth Tech's Reverse Osmosis Water Treatment Plant brine discharge. The qualified firm must be ELAP or NELAP certified to perform the analyses. The qualified firm must also be able to set up an automatic sampler and collect the samples as prescribed in the industrial waste permit. Below are the following constituents that the City needs to monitor:

Description: LA COUNTY SANITATION

Constituents	**Detection Limit mg/L**
Arsenic	<3.0
Cadmium	<15.0
Copper	<15.0
Cyanide (Total)	<10.0
Cyanide (Amenable)	<2.0
Dissolved Sulfides	<0.1
Lead	<5.0
Nickel	<12.0
pH Range	5.5- 11 units
Silver	<5.0
Total Chromium	<10.0
Zinc	<25.0
Dispersed Oil & Grease (Total)	<600
Floatable Oil & Grease	Non Visible
Temperature	140°F

E. **Rush Analyses:**

The qualified firm must be able to provide detail services for rush analyses. The qualified firm must provide a fixed percent cost increase based on the rush service request.

F. **Sample Transport:**

The qualified firm must be able to provide sample transport service and chain of custody documentation for all samples, including travel blanks and spike samples to and from the City of Beverly Hills. The qualified firm must be able to transport and preserve samples according to EPA or Cal-EPA methods specified for each analysis. The firm must be able to provide sample transport service during the work week and emergency situations (i.e. water system contamination, storm season, etc.).

G. **Sample Matrix Schedule and Containers:**

The qualified firm must demonstrate to the City that it has a reliable sample matrix schedule system for the scheduling of sample pickup, delivery, and holding times for analysis. The qualified laboratory's sample matrix schedule system shall assist the City in its sampling requirements. The sample matrix schedule shall also help the qualified firm to provide City, in a timely manner, the correct number and type of sample containers, coolers, and ice chest for the analyses.

H. **Emergency Availability:**

The qualified firm must be able to provide services for the City of Beverly Hills during an emergency event such as a terrorist attack, natural calamities and unsafe drinking water alert. The qualified firm must be able to provide a list of contact numbers for a 24-hour emergency event. The emergency contact list shall have the person's latest home phone number and cellular number. The City also requests that the qualified firm be able to provide sample transport services for an emergency event.

I. **Quality Control and Quality Assurance:**

The qualified firm must demonstrate Quality Control (QC) and Quality Assurance (QA) of all laboratory analyses. Lab shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, EPA guidance documents for the Quality Control and Assurance of laboratory handling of samples and methodological care in analyzing such samples, and professionally recognized standards relating to the furnishing of laboratory services, consistent with Exhibit A and QA/QC requirements specified therein.**[Note Exhibit A is attached hereto].**The qualified firm must include QC and QA results when submitting results to the City.

J. **Analyses Results:**

The qualified firm must have the capability to submit regulatory results to California Department of Health Services Electronic Data Tracker (EDT). The qualified firm must be able to submit results to the City in a timely manner (i.e., at least five business days) prior to the regulatory reporting due dates.

K. **Contract Extension:**

The City of Beverly Hills requests that the qualified firm include prices for three (3) years with option to renew for two (2) additional years.

III. SUBMISSION REQUIREMENTS

The Laboratory Firm selected for this service will be required to comply with the City's insurance requirements and complete the attached Certificate of Insurance form upon award of contract.

Laboratory Firm wishing to be considered for this project shall submit the following:

A. A detailed description of the qualifications of the Laboratory(s), including all sub-contracts to address all of the program elements.

B. A description of previous experience related to this type of project.

C. An outline of the specific services to be performed and the means by which the services will be performed.

D. Provide a turnaround time for sample analyses and laboratory results.

E. Provide an ELAP or NELAP Certification and, UCRM II and other certifications applicable to the scope of work.

F. A time schedule for completion of the services outlined (exclusive of City review time frames).

G. A fee proposal based on the following:

H. A letter of acknowledgment from the insurance carrier stating all the City's insurance provisions will be met. Attached are the City's standard insurance requirements.

I. Six (6) copies of the proposal must be submitted to the City Clerk's Office, 455 North Rexford Drive, Rm 290, Beverly Hills, CA 90210. Proposals must be received no later than March 20, 2014, by 2:00 p.m.

J. Questions concerning the RFP requirements should be directed to:

Kevin Watson
345 Foothill Road
Beverly Hills, CA 90210
310-285-2595 phone; 310-278-1838 fax

IV. SELECTION PROCESS

The criteria to be used in the selection process shall include:

A. Specialized and recent experience in the type of work required by this project.

B. Record of the Laboratory Firm in accomplishing projects in the required time.

C. Quality of work previously performed

D. Itemized pricing for laboratory analyses

E. Professional qualifications

F. References

Attachments (1)

ATTACHMENT 1

CITY OF BEVERLY HILLS

STANDARD INSURANCE REQUIREMENTS

Contractor's Insurance. Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors, pursuant to contractor's bid or any subsequent contract. Insurance shall be of the type, in the amounts and subject to the provisions described below.

(1) **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than $2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this contract or it shall be at least twice the required per occurrence limit.

(2) **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than $1,000,000 per accident.

(3) **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than $1,000,000 per accident.

(4) **Contractor's Pollution Liability Policy ("CPL") or an equivalent of. Provide the City with the CPL form to cover possible spills of contaminated water samples during the sampling or transport process from the City to the location of the analytical laboratory.**

(5) **Evidence of Coverage**:

(a) Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance with original endorsements evidencing coverage in compliance with this contract and in a form acceptable to City. The certificate shall be on the City's standard proof of insurance form.

(b) Contractor shall provide to City, on request, a complete copy, including all endorsements and riders, of any insurance policy.

(c) During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage, with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the City's standard proof of insurance form.

(d) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default, and shall be cause for forfeiture of this bidder's bid security, if applicable.

(e) In the event Contractor does not maintain current, valid evidence of insurance on file with City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof is filed.

(6) All insurance coverages shall be provided by insurers with a rating of B+(VII) or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

(7) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to the City. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of non-payment of premium.

(8) All liability coverages shall name the City, its City Council and every officer, agent and employee of City as additional insureds with respect to work under this bid or any subsequent contract.

(9) Contractor's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering the City, its City Council and any officer, agent or employee of City.

(10) Where available, the insurer shall agree to waive all rights of subrogation against the City, its City Council and every officer, agent and employee of City.

(11) Any deductibles or self-insured retentions shall be declared to and must be approved by City. At the option of the City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

(12) In the event that Contractor does not provide continuous insurance coverage, the City shall have the right, but not the obligation, to obtain the required insurance coverage at Contractor's cost, and the City may deduct all such costs from moneys the City owes to the Contractor or from moneys which it subsequently owes to the Contractor.

Indemnification. Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the performance of this work.

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy (ies) described below:

NAMED INSURED (CONTRACTOR)

ADDRESS:

COMPANIES AFFORDING COVERAGE

A.
B.
C.

COMPANY (A. B. C.)	COVERAGE	EXPIRATION DATE	LIMITS B.I.	P.D.	AGGREGATE
	AUTOMOBILE LIABILITY [ ] GENERAL LIABILITY [ ] PRODUCTS /COMPLETED [ ] OPERATIONS [ ] BLANKET CONTRACTUAL [ ] CONTRACTOR'S PROTECTIVE [ ] PERSONAL INJURY [ ] OTHER [ ] EXCESS LIABILITY [ ] WORKERS' COMPENSATION [ ] CONTRACTOR'S POLLUTION LIABILITY POLICY (CPL)				

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of Contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of or for contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the

policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____ BY: _____
Authorized Insurance Representative

AGENCY: _____ TITLE: _____

_____ ADDRESS: _____

FORM RM02

EXHIBIT A

DESCRIPTION OF LABORATORY TESTING SERVICES

GENERAL PROVISIONS

Lab shall provide analytical services on an as-requested basis when authorized by receipt of samples with a properly completed chain of custody (COC) form from City or one of its representatives. Analyses and associated reports shall be provided for the parameters and methods shown on the COC form in accordance with the following specifications.

SAMPLE CONTAINERS/SHIPPING AND PICKUP

Lab shall be responsible for delivery costs, including shipping of consumables (i.e., packing list, custody seals, packing materials, etc.), sample containers, trip blanks, preservatives, coolers and blue ice, and other required materials, to a designated location within the City, where all sampling activities will be coordinated. From time to time, delivery may be required to individual sampling locations, also located within the City. Lab shall appropriately label all shipments in accordance with all applicable Department of Transportation (DOT) requirements. Lab is responsible for picking up samples at the designated location, but from time to time, may be required to pick up samples at the individual sampling locations. Lab shall warrant supply delivery and sample pickup between the hours of 8 a.m. and 5 p.m. on weekdays and by mutual Agreement for delivery and pickup outside of normal business hours. Failure to pick up samples on weekdays will cause Lab to be responsible for all costs associated with loss resulting from total or partial destruction of samples, including resampling costs. Lab shall complete its portion of the COC upon sample pickup. Lab's signature on COC shall signify the accuracy of the COC and acceptance of all risks associated with loss or damage of samples. Samples shall become Lab's sole responsibility upon receipt.

All risk of loss resulting from total or partial destruction of the samples, or any part thereof, or damage thereto prior to the final acceptance of the work by the City, or Lab's error in analysis shall be borne by the Lab regardless of the cause of such total or partial destruction, or damage, or analytical error. Lab shall notify City or its representative and agree on the method to replace such destroyed, damaged, or errant samples. Sample shall be replaced at Lab's sole cost. Such total or partial destruction, or damage, or analytical error, or submittal of results after warranted turn-around time shall not excuse Lab from completion of the work.

Shipping and sample containers shall be suitable for the sample matrix and analytical method. City or its representatives may request pre-labeled sample containers. Information to be included on labels shall be provided in writing by City or its representatives at the time that the sample containers are requested from the Lab. Data on pre-printed labels may include, but not be

limited to, site location, sample number, analytical method, and preservative. In the event that pre-labeled sample containers are not requested, Lab shall provide blank labels that may be completed by City or its representatives.

CHAIN OF CUSTODY PROCEDURES

All samples to be analyzed by Lab will be accompanied by a COC form. City or its representatives will specify sample site location, sample identification, analysis required, analytical method number, quality assurance/quality control (QA/QC) documentation (if different than standard), turnaround times (if different than specified herein), and/or other applicable instructions to facilitate analysis or reporting. In the event COC information is in error or there is a question or clarification required (for example, method number not specified), Lab shall contact City or its representatives immediately and prior to proceeding with the analyses.

The Lab will be notified in writing on the COC form if Tentatively Identified Compounds are required from a GC/MS analysis (i.e. 8260 + TIC).

A completed copy of the COC form, signed by Lab's sample custodian, shall accompany all reports of analysis and associated invoices. The COC shall document the conditions in which the samples were received.

ANALYTICAL METHODS

Lab shall use the analytical methods and reporting limits listed in the text of this RFP. Some Volatile Organic Compound (VOC) samples may require dilution because of high concentration of one or more of the target compounds. If a VOC sample requires dilution, Lab shall make every effort to run the sample undiluted so that Lab can achieve reporting limits required by US EPA., CDPH, County DPW, or other regulatory agency. If the Lab cannot run the sample undiluted City or its designated representatives will request multiple dilutions so that reporting limits are as close to those in undiluted samples as possible.

Lab shall analyze all samples within the allowable holding time appropriate to the method, matrix, and analysis.

SAMPLE VOLUME, PRESERVATION, AND DISPOSAL

Every effort will be made to provide samples to Lab that are of sufficient volume necessary to conduct the requested analytical test(s). Lab shall notify City or its representatives immediately and before proceeding with the requested analysis if the volume of any sample is insufficient to perform the requested analysis. Then, upon instruction from City or its representatives, Lab may proceed to undertake analysis of the small volume samples with appropriate increase in the method detection limit, or modification to the analytical method.

Lab shall maintain and preserve appropriate samples and specimens, sample extracts, or the residue thereof, for thirty (30) calendar days after submission of Lab's report to City free of

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

STANDARD TURNAROUND TIME

Accurate and complete analytical results consisting of a Report and associated Electronic Data Deliverable (EDD) shall be submitted to City or its representatives within the standard turnaround time, or within a shorter turnaround time when requested by City or its representatives and accepted by the Lab Project Manager by electronic mail in advance of scheduling courier pickup of a sample delivery group. Standard turnaround time shall be twenty-eight (28) calendar days following the Lab's receipt of samples. City will be notified of Report and EDD delivery by electronic mail to City and/or its designated representatives on the day the Report and EDD are posted on the Lab's data delivery website.

The Lab shall not submit any reports to any other agency without prior written authorization from City or its representative.

SUBMISSION OF ANALYTICAL RESULTS

Each group of samples delivered together on a single set of COC forms shall be reported together. Piecemeal reports, unless requested by City or its representatives or authorized in advance, are not acceptable. Lab shall notify City or its representatives immediately if any deviation from the required turnaround times is expected to occur.

Standard reports of analyses shall consist of a cover letter, results table(s), and COC, and be consistent with EPA Level 2 reporting requirements (for example, analytical report, COC, method blanks, matrix spike/matrix spike duplicates, surrogates, Lab control samples, detection limits, narrative, corrective action reports). Lab shall maintain complete client confidentiality on all work. No results shall be released without express written consent from City, although certain notifications via telephone, email, or facsimile may be authorized in advance.

Contents of Reports Containing Analytical Data

General information submitted in these reports shall include, but not be limited to:

- Cover letter with narrative, including information on any irregularities and problems, QA/QC limit exceedances, positive travel or method blanks, or any other noteworthy occurrences encountered during sample receipt, preparation, and analysis;
- Lab sample identification number;
- BPOU project sample location;
- Sample identification number and description as assigned by City or its representatives;
- List of sample analytical parameters and their results;
- Date sample was received at Lab;
- Signature of Lab personnel authorizing release of results;
- Sample preparation/extraction date;
- Sample analysis date;
- Units in which each parameter is reported;
- Laboratory qualifiers;
- Analytical method citation;
- Analytical detection limits, reporting limit, and quantitation limit as applicable; and
- Copy of COC form.

Contents of Laboratory Project File

The Lab project file shall include a printout of all raw analytical data, electronic copy, and other information not included in the analytical data report. The file shall be available for review by City upon seven (7) calendar days' notice and shall be sufficiently detailed to produce Level 4 reporting packages acceptable to EPA, Region IX, if requested. Information in the Lab project file (in addition to the material contained in the analytical data report) shall include, but not be limited to:

- Printout of all analytical QA/QC data;
- Copy of shipping manifest;
- Standard logs, Lab notebooks, and instrument logs;
- Results of Lab blanks;
- Results of instrument calibration;
- Raw analytical data, charts, and chromatograms for samples, standards, and blanks; and
- Raw data calculation worksheets.

ELECTRONIC DELIVERABLES

All analytical results for environmental samples and field and laboratory QC samples shall be provided to City or designated representative as EDDs in a format that will be developed with the selected Lab. EDDs shall be provided at no additional cost to City or its representatives. The final Adobe Acrobat read-only Reports that are signed must contain the same results and values as the EDDs submitted directly to the BPOU database.

AUDITS

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

QUALITY ASSURANCE/QUALITY CONTROL

All analyses shall be conducted by technically qualified persons and in accordance with Lab practices and data validation guidance as defined by EPA, ASTM, CDPH, and other applicable regulations and requirements including the National Functional Guidelines for Organic Data Review (EPA 1999), Functional Guidelines for Inorganic Data Review (EPA 2002), and Region IX Superfund Data Evaluation/Validation Guidance (EPA 2001). All Lab equipment and standard operating procedures (SOP) QA/QC data shall be recorded, printed, and this information made available at all times, given reasonable notice, and submitted to City or its representatives upon request, at no additional charge.

The Lab shall maintain a QA/QC plan for each analytical facility and shall follow the SOPs contained in the plan. The Lab shall maintain a full-time quality assurance officer at each Lab location. This person shall be responsible for routinely performing audits of the operating systems within the Lab.

The Lab's quality assurance officer or senior scientist shall be made available periodically to provide technical assistance to City or its representatives regarding the analyses requested or discussion of analytical issues.

In the event a Method Blank for an N-Nitrosodimethylamine (NDMA) analysis contains between 0.5 and 0.7 nanograms per liter (ng/L) of NDMA, the Lab shall contact City or its representatives immediately and discuss reporting of any BPOU sample data from the analytical run associated with the Method Blank. Any Method Blank that contains NDMA at or above 0.7 ng/L shall be deemed unacceptable and all BPOU samples associated with this Method Blank shall be reextracted and reanalyzed.

RE-WORK DUE TO LABORATORY ERROR/OMISSION

In the event of an analytical error or omission (exceeding holding time, failure to pick up samples, Lab error, sample loss or breakage, etc.) or otherwise erroneous results, the Lab shall immediately contact City or its representatives. City or its representatives will provide estimated administrative, Lab, and fieldwork costs and notify Lab of the estimated and actual costs for this re-work. The Lab will be responsible for the cost of both the re-sampling and re-analysis of samples due to Lab error or omission. The re-work sample(s) shall be re-analyzed at no additional cost to City or its representatives, and the Lab will be invoiced for the costs of the re-sampling performed by City and/or its representatives.

CERTIFICATION, PERMITS, AND LICENSES

Lab shall obtain and pay for any and all permits and licenses required by virtue of this contract, including all CDPH certifications required. Lab shall, as applicable, maintain and provide copies of certifications and permits to perform analytical services. Any renewed or modified certifications or permits shall be provided to City within thirty (30) calendar days of the renewal or certification.

SUBCONTRACTING

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